NOTICE

COMPTON CITY COUNCIL
AGENDA
Tuesday, November 25, 2014
5:45 PM

HEARING(S)

5:50 P.M. - PUBLIC HEARING - TO CONSIDER THE PURCHASE AND SALE AGREEMENT BETWEEN THE HOUSING SUCCESSOR AND CITY VENTURES FOR THE DEVELOPMENT OF CERTAIN CITY OWNED PROPERTY LOCATED AT 1950 NORTH CENTRAL AVENUE FOR RESIDENTIAL DEVELOPMENT (Request to reschedule hearing to December 9, 2014 at 5:50 p.m.)

6:00 P.M. - PUBLIC HEARING - CONSIDER THE PURCHASE AND SALE AGREEMENT BETWEEN THE HOUSING SUCCESSOR AND OSBORN BUILDING AND DEVELOPMENT, INC. FOR DISPOSITION OF CERTAIN PROPERTY LOCATED AT 16208-16216 SOUTH ATLANTIC AVENUE (Request to reschedule hearing to December 9, 2014 at 6:00 p.m.)

6:10 P.M. - PUBLIC HEARING - TO CONSIDER THE PURCHASE AND SALE AGREEMENT BETWEEN THE HOUSING SUCCESSOR AND CITY VENTURES FOR THE SALE OF CERTAIN PROPERTY LOCATED AT 930 WEST COMPTON BOULEVARD TO CITY VENTURES FOR RESIDENTIAL DEVELOPMENT (Request to reschedule hearing to December 9, 2014 at 6:10 p.m.)

6:20 P.M. - PUBLIC HEARING - CONSIDER THE PURCHASE AND SALE AGREEMENT BETWEEN THE HOUSING SUCCESSOR AND TRADEMARK DEVELOPMENT COMPANY, LLC, FOR DEVELOPMENT OF CERTAIN SUCCESSOR AGENCY OWNED PROPERTY LOCATED AT 1400-1436 WEST COMPTON BOULEVARD (Request to reschedule hearing to December 9, 2014 at 6:20 p.m.)

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. CERTIFICATE OF RECOGNITION - William Morris Endeavor "WME" Entertainment - **(Mayor Aja Brown)**

2. CERTIFICATE PRESENTATION - BUSINESS OF THE MONTH - Tom's Jr. Burger and Daniel's Jeweler **(Councilman Isaac Galvan)**

3. CERTIFICATE PRESENTATION - OCTOBER STUDENT OF THE MONTH **(Councilman Willie O. Jones)**

4. DEMONSTRATION OF THE CITY-WIDE CAMERA PROJECT **(Fire Chief Thompson)**

5. POWER POINT PRESENTATION - CENTRAL AVENUE POTHOLE REPAIRS **(City Manager Duffey)**

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

Consent items are routine and expected to be non-controversial. They will be acted upon by the Council at one time without discussion unless a Council Member requests an item be removed or discussed.

APPROVAL OF MINUTES

6. NOVEMBER 4, 2014
   NOVEMBER 12, 2014

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

7. STATUS REPORT OF THE 2014 STREET RESURFACING PROJECT CIP# 14-01 (Receive/File)

PUBLIC WORKS MUNICIPAL UTILITIES DEPARTMENT

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO AUCA LOS ANGELES MARKET CENTER LOCKBOX DBA ARAMARK UNIFORM SERVICES

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND CITY COUNCIL

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

CLOSED SESSION

9. Public Employee Performance Evaluation
   Title: City Manager
   Pursuant to California Government Code Section 54957

UNFINISHED BUSINESS

NEW BUSINESS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PROCLAIMING THE MONTH OF NOVEMBER AS “FAMILY CAREGIVERS MONTH” IN RECOGNITION OF THE IMPORTANCE OF THE IN-HOME CARE PROVIDERS WORKFORCE

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING ANNUAL MEMBERSHIP, I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS) REPORT AND SR-91/I-605/I-405 MAJOR CORRIDOR STUDY FEES FOR FISCAL YEAR 2014-2015

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MACIAS GINI & O'CONNELL LLP FOR THE PROVISION OF AUDIT SERVICES FOR THE FISCAL YEAR ENDED JUNE 30, 2013

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO INTERWEST CONSULTING GROUP FOR TRANSPORTATION PROJECT MANAGEMENT SERVICES AS PART OF THE CITY OF COMPTON'S PAVEMENT MAINTENANCE PROGRAM

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SALES AGREEMENT AND ISSUE A PURCHASE ORDER TO ASPHALT ZIPPER, INC. TO PURCHASE HEAVY EQUIPMENT FOR THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE OREDER WITH SOUTH COAST EMERGENCY VEHICLE SERVICE FOR ROUTINE MAINTENANCE AND REPAIR ON CITY FIRE APPARATUS

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF MV TRANSPORTATION, INC., AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIXED ROUTE TRANSIT SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER FOR THE OPERATION AND MAINTENANCE OF THE COMPTON RENAISSANCE TRANSIT SYSTEM

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2014-2015 FISCAL YEAR BUDGET, ACCEPTING THE PROPOSAL OF CIVIL SOURCE, INC., AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ISSUE A PURCHASE ORDER FOR $353,061 TO CIVIL SOURCE, INC. FOR PROVISION OF A CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR WATER BOND WATERMAIN REPLACEMENT PROJECT 170W (PHASES I, II, AND III)

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, December 02, 2014 @ 3:30 PM.

Visit our website at http://www.comptoncity.org

View Meetings Live at mms://livemedia.comptoncity.org:8080

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Management**

RESOLUTION TITLE: **PRESENTATION HONORING OCTOBER STUDENT OF THE MONTH.**

<ManagersName> **<ManagersDate>**
DEPARTMENT MANAGER'S SIGNATURE DATE

REVIEW / APPROVAL

<LegalName> **<LegalDate>**
CITY ATTORNEY DATE

<ControllerName> **<ControllerDate>**
CITY CONTROLLER DATE

<CityManager> **<CityManagerDate>**
CITY MANAGER DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Fire Department**

RESOLUTION TITLE: **PRESENTATION/DEMONSTRATION OF THE CITY-WIDE CAMERA PROJECT**

Jon Thompson **10/27/2014 12:28:23 PM**
DEPARTMENT MANAGER'S SIGNATURE DATE

REVIEW / APPROVAL

Ruth Rugley **11/6/2014 10:37:58 AM**
CITY ATTORNEY DATE

Stephen Ajobiewe **11/4/2014 10:17:41 AM**
CITY CONTROLLER DATE

Kelly Montgomery **11/4/2014 9:16:39 AM**
CITY MANAGER DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Management**

RESOLUTION TITLE: **Power Point Presentation on Central Avenue Pothole Repairs**

<ManagersName> **<ManagersDate>**
DEPARTMENT MANAGER'S SIGNATURE DATE

REVIEW / APPROVAL

<LegalName> **<LegalDate>**
CITY ATTORNEY DATE

<ControllerName> **<ControllerDate>**
CITY CONTROLLER DATE

<CityManager> **<CityManagerDate>**
CITY MANAGER DATE

Use when:	
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Asst. City Manager/OAS:	All personnel actions.

NOVEMBER 4, 2014

The City Council meeting was called to order at 3:46 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Aja Brown.

ROLL CALL

Council Members Present: **Zurita, Galvan, Arceneaux, Jones, Brown**
Council Members Absent: **None**

Other Officials Present: **C. Cornwell, A. Godwin, G. H. Duffey**

ALONDRA REGIONAL PARK OVERVIEW

Oscar Johnson, MIG representative and landscape architect, offered a PowerPoint presentation on the history and conceptual plan(s) for the Alondra Regional Park Revitalization project. Given that the area was a former landfill and had other constraints, MIG was hired to perform the initial study and mitigated negative declaration report. As part of the conceptual plan, illustrations of the existing site were presented to include a geotechnical report, opportunities and constraints, and three conceptual plans for the area. Five community workshops were held and feedback from those workshops was documented.

Councilperson Arceneaux questioned if environmental impact studies were performed to substantiate whether or not a community center could be built on the property.

Mr. Johnson indicated that the community center would be built on land located on the outskirts of the property which was not a part of the landfill.

Councilperson Arceneaux asked if traffic concerns would be mitigated in this residential area of Alondra Boulevard. Mr. Johnson replied affirmatively.

Councilperson Arceneaux asked if there would be one entrance. Mr. Johnson remarked that there would be multiple entrances along Alondra Boulevard.

Mayor Brown asked if the renderings are the originals from 2010. Mr. Johnson replied affirmatively noting that there were some variations generated by cost estimates and input from the community.

Mayor Brown requested the range of cost for the conceptual plan. Mr. Johnson answered that range of cost is between $10M and $15M.

Dr. Penn, Director of Parks and Recreation, announced that surveys are available in the lobby and will be available online for additional community input.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Benjamin Holifield, Compton resident, proposed a theme and water park for the Alondra Regional Park development in an effort to generate funds to pay down the City's $43M debt. He suggested the City Council concentrate on developments that entertain and employ the youth. He thanked the City Manager, Mayor Brown and the City Council for their due diligence in opening the gate adjoining the Crystal Park Casino and Hotel and Artesia Blueline Station. He also requested a sign be placed along the 91 Freeway notifying drivers that they are traveling through the City of Compton.

Lynn Boone, Compton resident, made reference to Item No. 1 and asked when and how the public would be notified of the My Brother's Keeper program. She referenced Item No. 2 and asked for more information regarding the boards and committees not listed in the Oversight Committee report. She asked that the charter be addressed in the workshops and petitioned the City Council to thoroughly address Item No. 4 because it does not include input from the entire City Council.

Sharon Johnson, Compton Library manager, invited the community to support the Friends of the Compton Library by purchasing snacks every other Friday beginning November 7, 2014 from 12 p.m. to 4 p.m.

CONSENT AGENDA

APPROVAL OF MINUTES - There were no minutes to be approved.

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

1. STATUS REPORT - HOME PROGRAM **(Received/Filed)**

2. OVERSIGHT COMMITTEE SEMI-ANNUAL REPORT APRIL 2014 THROUGH SEPTEMBER 2014 **(Received/Filed)**

3. CLAIMS AGAINST THE CITY: Command Center, Inc. - Claim No. I-8703/LI0000398A
   BJs Development Corporation - Claim No. I-8704/LI0000399A
   (Claims denied)

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER'S REPORTS - There were no City Manager's Reports.

CITY ATTORNEY'S REPORTS - There were no City Attorney Reports.

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ADOPTION OF MY BROTHER'S KEEPER INITIATIVE SET BY PRESIDENT OBAMA ADMINISTRATION

Renee Ferrell, Grants manager, explained that earlier this year President Obama launched this program to assist boys and young men of color in six different areas, and as part of this initiative his staff reached out to Mayor Brown to join in on this initiative. As a result, staff is recommending the City Council support this initiative and set aside a portion of Community Development Block Grant funds for Fiscal Year 2015-16.

Mayor Brown commented on the goals, commitments, and partnerships in place to bring this program to fruition as well as the cohesive and collective effort and dedication needed to change the trend among boys and young men of color in the City of Compton.

Councilperson Zurita requested the total amount of CDBG funds projected to be set aside for this program. Ms. Zurita also questioned who Mayor Brown is referring to when she utters the word "we."

Mayor Brown answered that she has the support of the other councilpersons and that the program will cost approximately $20,000. Mayor Brown also mentioned extending an invitation to Councilperson Zurita but received no response.

Councilperson Zurita stated that she doubts Councilperson Arceneaux's support for the program because she asked that the item be removed for further discussion.

Councilperson Arceneaux explained that she requested the item be removed because it did not state how much money would be allocated for the program.

Mayor Brown maintained that the City could simply approve the resolution without committing any funds because there is enough corporate sponsorship.

Councilperson Zurita asked how she could become a part of the program.

Mayor Brown clarified that this was a mayor's challenge by President Obama adopted by mayors across the country.

Councilperson Zurita requested additional information regarding how much money would be allocated to what organization.

Mayor Brown assured Councilperson Zurita that she would receive that information at the Summit.

Councilperson Zurita proposed that this item be brought back after the Summit to ensure the City Council is properly versed in the material.

Mayor Brown stated that her only goal is to publicly commit that the City of Compton supports President Obama's My Brother's Keeper initiative for young men and boys of color.

Councilperson Jones requested a work session to discuss this item in further detail.

Councilperson Galvan asked that the City's state and federal lobbyists be directed to help locate funding for this program.

Councilperson Zurita asked Mayor Brown if Compton Unified School District Board of Trustees were made aware of this program.

Mayor Brown remarked that she received responses from three of the board members in addition to meeting with Dr. Curry from Compton College to develop the vocational training program.

On motion by Arceneaux, seconded by Jones, **Resolution # 24,037** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ADOPTION OF MY BROTHER'S KEEPER INITIATIVE SET BY PRESIDENT OBAMA ADMINISTRATION"** was approved with an amendment to Section One deleting the words "and pledging" and deleting Section 3 in its entirety, by the following vote on roll call:

AYES: Council Members - Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT:Council Members - None

APPROVAL OF WARRANTS - There were no warrants to be approved.

COUNCIL COMMENTS

Councilperson Jones offered the following communications/announcements:

- A Veterans Job Fair will be held Thursday, November 6, 2014 at the Proud Bird restaurant beginning at 9:30 a.m.
- Participated in the Burrell McDonald Park Trick O' Treat event.
- Encouraged all citizens to exercise their right to vote tonight at the polls.

Councilperson Arceneaux offered the following communications/announcements:

- City of Compton's First Time Homebuyers program is currently taking applications. For more information please contact Renee Ferrell at (310) 605-5580.
- Participated in the Burrell McDonald Trick O' Treat event hosted by Compton Parks and Recreation.
- Visited the new World Church located on the corner of Alondra and Central Avenue.

#6.

Councilperson Galvan offered the following communications/announcements:

- Diabetes Awareness Boxing Event will be held Saturday, November 8, 2014 at the Dollarhide Community Center from 5:30 p.m. to 9 p.m.

Councilperson Zurita offered the following communications/announcements:

- First District Townhall meeting will be held Wednesday, November 19, 2014 at Gonzales Park from 6 p.m. to 7:30 p.m.

- Senior Health Fair will be held Thursday, November 6, 2014 at the Dollarhide Community Center from 9 a.m. to 1 p.m.

- Thanked the Sheriffs' Department for participating in the Spruce Street Halloween Block Party.

- Asked the City Attorney to consult with the District Attorney to determine whether or not this City Council violated the Brown Act after returning from closed session last Tuesday.

- **City Attorney Cornwell** explained that there are certain matters that they are able to report out of closed session, and some matters that the law allows them not to report out of closed session. And as it relates to working with the District Attorney, he is not aware of any issue.

  Requested documentation substantiating what is required to be reported out and what is not.

Mayor Brown offered the following communications/announcements:

- My Brother's Keeper Local Action Summit will be held Friday, November 14, 2014 from 9 a.m. to 12 p.m. at the Dollarhide Community Center. All citizens are welcome.

- First Annual Thanksgiving Dinner & Turkey Giveaway will be held Wednesday, November 26, 2014.

- Second Annual Toy Giveaway and Winter Wonderland will be held December 20, 2014.

- Requested a community workshop be scheduled to address the City's capital improvement plan in an effort to address street infrastructure repair on the major thoroughfares.

- Requested a One Cent Sales Tax Measure & Workshop be scheduled during the month of December to introduce the initiative created to generate revenue for street repair.

- Encouraged the citizens to exercise their right to vote.

ADJOURNMENT

On motion by Zurita, seconded by Arceneaux, the meeting was adjourned at 5:06 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

_____ _____

City Clerk of the City of Compton **Mayor of the City of Compton**

NOVEMBER 12, 2014

The City Council meeting was called to order at 6:25 p.m. in the Council Chambers of City Hall by Mayor Aja Brown.

ROLL CALL

Council Members Present: **Zurita, Jones, Brown**
Council Members Absent: **Galvan, Arceneaux**

Other Officials Present: **C. Cornwell, A. Godwin, G. H. Duffey**

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Benjamin Holifield, Compton resident, asked the City Manager to present an oral report on the opening of the gate located near the Gateway Towne Center and Crystal Casino & Hotel. He also requested an oral report regarding the Christmas parade and asked that it be held on Compton Boulevard. He further asked that the City refrain from playing political games that prohibit needed industry and services from coming into the City. He commented on the need to circulate local dollars and questioned why the City supports the Rotary Club when they have various Chamber organizations already established. He complimented the City Council on a good job and recognized their efforts to repair Central Avenue.

Barbara Sullivan, Angels For Sight board member, asked the City Council to address why the Angels For Sight organization was not invited to the My Brother's Keeper Local Action Summit. She thanked the City Council for their support and cited their efforts to continue to provide eye examinations and glasses to the local community.

Michael Turner, Compton resident, invited the community to participate in the upcoming Compton NAACP Election to be held Saturday, November 15, 2014. He further expressed his gratitude to Angels For Sight for providing eyeglasses to his family and friends free-of-charge.

Brownie Mentlo, Compton resident, petitioned the City Council to support his family business and approve Item No. 2 on the Successor Agency agenda.

Val Dudley, Compton resident, thanked the City Council for authorizing the City to give the Fire Department new equipment and vehicles. She also asked that the City Council stop discussing issues amongst themselves on the dais because it disrupts the meeting. She further urged the City Council to continue to support Angels For Sight because she received a pair of $200 eyeglasses free-of-charge as well as supporting and assisting other seniors with vision services.

Marjorie Shipp, Compton resident, expressed her support for the My Brother's Keeper Local Action Summit but questioned the need to bring in another vision care provider when Angels For Sight has serviced and been loyal to the Compton community and school district for several years.

Mayor Brown assured the residents that the City Council and City of Compton is not displacing Angels For Sight, nor are they bringing in or providing resources for any outside organizations. Moreover, Vision To Learn was approved by the Compton Unified School District to be on-site during the My Brother’s Keeper Local Action Summit as one of the vision service providers.

Mayor Brown also noted that Vision to Learn focuses on providing eyewear exclusively to children via a mobile clinic whereas Angels For Sight is a stationary clinic.

Lorraine Cervantes, Compton resident, announced that she is not Compton Chamber of Commerce vice president, she is the secretary on the executive board and has a business license. She further urged Mr. Holifield to stop making comments and references towards her or otherwise she will reveal his secrets. She also noted that the City Council was responsible for changing the route for last year’s Christmas parade.

Joyce Kelly, Compton resident, questioned if comments regarding items not listed on the agenda are attempts to cover up something. She inquired about warrants issued to pay for fuel and whether or not city vehicles are driven home. She further maintained that nothing negative could be said about Angel For Sight or Shay Hamilton therefore no other organization should be sought for vision care services.

Lynn Boone, Compton resident, requested the cost for the Compton Christmas parade and where the resources are coming from. She questioned who picked the celebrities and cited various inconsistencies in the names of college and school board members. She went on to ask the City Council to place an initiative on the ballot similar to Item No. 5 in the upcoming election. She further stated that she never indicated that the $25,000 that Mayor Brown said was donated was actually grant funds. In addition, she stated that Item No. 6 was unnecessary so therefore funds should be allocated to street repair. She further questioned when did the City Council approve a $5M payment plan to the Department of Finance because it was never on the agenda.

5:50 P.M. - PUBLIC HEARING - FINDING THE CITY OF COMPTON TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL DEVELOPMENT REPORT IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089 (Item #7)

On motion by Zurita, seconded by Jones, the public hearing was opened at 6:59 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - Galvan, Arceneaux

Glen Kau, Director of Public Works, recommended the City Council adopt Item No. 7 finding the City of Compton be in conformance with the Congestion Management Program ("CMP") of the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and adopt the 2014 CMP Local Development Report in accordance with California Government Code Section 65089.

BACKGROUND

Every urbanized county in California is required to develop a CMP to integrate land use, transportation and air quality decision-making at the local and county level. The LACMTA is responsible for administering the CMP in Los Angeles County.

The CMP identifies the following goals: tracking and analyzing the performance of the regional highway and transit system; local analysis of impacts of local land use decisions on transportation systems; local implementation of Transportation Demand Management ("TDM") Guidelines to ensure new development promotes the use of Transit and incorporates TDM best practices; and tracking new building development activity in Los Angeles County.

STATEMENT OF ISSUE

LACMTA requires that every city and the County prepare an annual Local Development Report ("LDR") to meet the goal of tracking new building development activity. The City of Compton is required to annually prepare a LDR that identifies changes in development in the City, including new projects and demolition(s) and adopt a resolution that certifies that the City is in conformance with the CMP.

The reporting period for the 2014 LDR is from June 1, 2013 to May 31, 2014. The City is also required to conduct traffic counts and calculate levels of service for selected arterial intersections, on a bi-annual basis (in odd-numbered years). The traffic counts were conducted in June of 2013 by the Los Angeles County Department of Public Works for the City and will be conducted again in 2015. LACMTA requires that the County and every city adopt a resolution on an annual basis that self-certifies that the jurisdiction is in conformance with the adopted CMP. he review of the LDR and adoption of a resolution that certifies CMP conformance has to occur at a noticed public hearing. CMP conformance is required to receive state gas tax (Section 2105) funds and other state and federal transportation funding.

Copies of the report were made available to the public in Public Works, City Manager, City Clerk, and Planning and Economic Development Departments. Section 65089, et seq. of California Government Code ("Government Code") requires Metro to develop and administer a CMP in Los Angeles County and to include every city within the County, which includes the City of Compton.

If the City Council determines the City is in conformance with the CMP Plan, it may adopt a resolution with this finding. This resolution would then be sent to the Metro. Staff has determined that in accordance with Section 15378(b)(5) of the CEQA Guidelines, the proposed action of adopting the LDR and Resolution of Conformance is an administrative activity of the government, will not cause a physical change in the environment, does not constitute a project, and is not subject to the requirements of CEQA.

ALTERNATIVE

Should the City Council elect not to adopt a resolution of conformance and a local development report as required by Metro, this action would cause the City to lose eligibility for certain types of state and federal transportation funding.

FINANCIAL IMPACT

Approval of the 2014 LDR and a resolution affirming the City's conformance with the CMP will not have an impact to the City's General Fund.

RECOMMENDATIONS

It is recommended that City Council adopt the attached Local Development Report and attached Resolution finding the City to be in conformance with the LACMTA Congestion Management Program.

PUBLIC COMMENTS ON THE HEARING

Lynn Boone, Compton resident, referenced last year's LDR and questioned why many of the new developments are not listed in this report. She also questioned what the findings are based on, and why Willow Walk was added to this report as a new development when it was built in 2009.

Mr. Kau indicated that permit data and information for the LDR is obtained from the Building & Safety Department. In addition, he noted that overall findings do not change the affect or cause the need to modify or adopt new ways to handle transportation management.

Benjamin Holifield, Compton resident, asked if the LDR addresses the potholes on Central Avenue and the gate located near the Crystal Casino & Hotel and Gateway Towne Center.

Mr. Kau answered that this item pertains to how the City manages developments, as it relates to streets, congestion and conflict between pedestrian vehicles, and also by keeping the City certified and eligible to receive Proposition A and C, and gas tax funds.

On motion by Zurita, seconded by Jones, the public hearing was closed at 7:09 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - Galvan, Arceneaux

COUNCIL COMMENTS ON THE HEARING

Councilperson Zurita stated that it was reported last week that the gate was opened.

City Manager Duffey confirmed that the gate has not been opened although there have been several discussions between the hotel owners, Metro, Supervisor Mark Ridley-Thomas' Office and city officials.

Councilperson Zurita requested a report regarding why so many different parties are involved in the process.

Mayor Brown directed the City Manager to submit a by-district report relative to the number of potholes being filled, trees being trimmed, and a date scheduled for a townhall meeting to address street improvements for Central Avenue, Wilmington Avenue, El Segundo and Compton Boulevard.

CONSENT AGENDA

On motion by Zurita, seconded by Jones, the Consent Agenda was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - Galvan, Arceneaux

APPROVAL OF MINUTES

1. OCTOBER 21, 2014 **(Approved)**

CITY TREASURER

2. INVESTMENT REPORT - SEPTEMBER 2014 **(Received/Filed)**

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER'S REPORT

3. POWER POINT PRESENTATION - CHRISTMAS PARADE

Marvin Hunt, Deputy Director of Parks & Recreation, announced that the 62nd Annual Compton Christmas Parade will be held Saturday, December 13, 2014. The parade will be conducted around the theme: Parade of Memories Past, Present and Future and will give the City a chance to not only share in the spirit of giving but also reflect on the City's many achievements. The parade will consist of local high school bands, drill teams, equestrian groups, celebrities, and elected officials. The parade will start promptly at 11 a.m. from the intersection of Compton Blvd. and Bullis Road and conclude at Compton Blvd. and Alameda Street. Concluding the parade, a reception banquet will be held at 2 p.m. in the banquet room at the Dollarhide Community Center. Concluding the reception, the 2nd Annual Battle of the Bands Competition will be held at El Camino College Compton Center from 5 p.m. to 8 p.m. The event will feature local high school bands as well as several other local bands from the surrounding area.

Councilperson Zurita expressed concerns for parade participants and the crowd traveling to Compton College for the Battle of the Bands competition. Ms. Zurita also inquired about the possibility of using one of the City's parks for the event.

Mr. Hunt assured Councilperson Zurita that transportation has been provided by Compton Unified School District for band participants in the past and that staff will consider recommendations to change the venue during the next meeting.

Councilperson Zurita also asked if information regarding the financing of the parade will be brought back to the City Council for approval.

City Manager Duffey remarked that currently the operation of the parade represents $25,000 in staff time which can be absorbed within the City's overtime budget, the other expense, however is security and that item will come back before the City Council. Additionally, outreach efforts will be solicited to various businesses in the community to help sponsor the parade.

CITY ATTORNEY'S REPORTS

4. POWER POINT PRESENTATION - CLOSED SESSION SUMMARY

City Attorney Cornwell reported that closed session discussions are the exception and start with the premise that the majority of council dealings with city issues is done in open session. Following is a list of specific reasons as to why City Council can go into a closed session and discuss a matter:

CLOSED SESSION ITEMS (Covered by California Government Code Section 54957.1(a)3

- Personnel matters/labor negotiations
- Real property matters/purchase/sell/or exchange of property
- Pending/threatened/contemplated litigation
- Public security
- License applications.

PUBLIC REPORT OF ACTION TAKEN

- Settlements
- Labor agreements
- Employment status

ENFORCEMENT

- District Attorney
- Interested Persons
- Notice and Opportunity To Cure
- Consequences.

Councilperson Zurita asked if employment contracts are required to be reported out of closed session.

City Attorney Cornwell replied affirmatively, noting that changes to employment statuses must be reported out on the same day the closed session is held.

Councilperson Zurita affirmed that City Council voted to hire someone during a closed session. She indicated that she would speak to the City Attorney regarding the specifics of the vote and then determine whether or not the issue needs to be corrected on the floor.

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

5. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA, CALLING FOR THE HOLDING OF A PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 21, 2015 AND JUNE 2, 2015, RESPECTIVELY FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER

On motion by Zurita, seconded by Jones, to waive the reading of the ordinance in full, by the following vote on roll call:

AYES: Council Members - Zurita, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - Galvan, Arceneaux

It was motioned by Zurita, seconded by Jones, for discussion.

City Clerk Alita Godwin stated that in order to conduct elections, one must know the Election Law as it relates to comments made about the number of precincts. The proposed number of precincts is 28 due to discussions regarding a measure possibly going on the ballot which would then transform a district-only election to a city-wide election. As it relates to the amount poll workers receive, the Compton City Clerk's Office pays its volunteers the same dollar amount the County of Los Angeles pays their workers.

Councilperson Zurita asked the City Clerk if this item would have to come back for an amendment if a district-only election is held.

City Clerk Godwin clarified that this resolution pertains to the calling of an election in the City of Compton, not the security of polling places.

Councilperson Zurita requested the election dates.

City Clerk Godwin remarked that the primary election is scheduled for April 21, 2015 and the general election is scheduled for the first Tuesday during the month of June.

Councilperson Zurita asked the City Clerk if people are paid $100 to work all-day.

City Clerk Godwin stated that inspectors are paid $100 and clerks are paid $80; both are paid an additional $25 for attending training and the inspector receives an additional $25 to pick up election supplies.

Councilperson Zurita questioned how poll workers are recruited. City Clerk Godwin answered that the County is contacted for a list of poll workers and letters are mailed out to request availability on Election Day.

City Manager Duffey asked the City Clerk if Section 8 should remain as is.

City Clerk Godwin replied affirmatively.

City Clerk Godwin also noted that 15 days period after the adoption of this ordinance to add a measure to the ballot.

Mayor Brown requested that this item be brought back for adoption for the first meeting in December if there are no time constraints.

Councilperson Zurita asked if the delay and two week closure of City Hall would affect Election Day.

City Clerk Godwin stated that Election Day is set in accordance to the City Charter.

City Manager Duffey confirmed that the two-week closure is in the proposed labor agreement and poised to start December 22, 2014.

City Clerk Godwin also noted that the filing period would begin December 29, 2014 through January 26, 2015.

Mayor Brown stated that she would like to give the residents an opportunity to vote on a Sales Tax Measure to address infrastructure within the community.

City Clerk Godwin requested an opportunity to confirm the dates against the election calendar.

Mayor Brown stated that she is awaiting an official analysis of how much money can be generated in a specific time period, in terms of what the bonded capacity could be based upon the City's current financial status.

City Manager Duffey requested direction.

Mayor Brown stated that she would wait for the City Clerk to return with the confirmed dates to determine if it is feasible to put the sales tax measure on the ballot.

Councilperson Zurita withdrew her motion.

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE NATIONAL RESOURCE NETWORK AND AMEND THE CITY MANAGER'S OFFICE 2014-2015 FISCAL YEAR BUDGET TO EXECUTE A DIRECT ASSISTANCE PLAN IN CONJUNCTION WITH THE WHITE HOUSE'S "STRONG CITIES, STRONG COMMUNITIES" PROGRAM (REAGENDAD) (REQUIRES FOUR VOTES)

Russ Branson, PFM representative, offered a brief presentation on the National Resource Network (NRN) partnership proposal to the City of Compton. The City of Compton was selected to participate in the White House's "Strong Cities, Strong Communities" Program due to past efforts to look for monies towards revitalization. From May 7-8, 2014, a NRN assessment team visited Compton that included representatives from the following organizations: Enterprise Community Partners, Public Financial Management, and HR&A Advisors. The NRN proposes to execute a direct assistance plan, to assist Compton's efforts to strengthen its business and residential neighborhoods. NRN will provide technical assistance to Compton to strengthen its capacity to develop and execute its economic vision and strategies. NRN provides Compton access to federal agency expertise, and avenues that may lead to new public and private sector partnerships. By leveraging existing assets, providing new resources, and fostering new connections at the local and national level.

The NRN assessment will occur between November 5, 2014 and August 28, 2015 and provide the City of Compton with a number of engagement options:

- Evaluation of the City's service-delivery model and budget analysis review.
- Discussion of preliminary findings and issues.
- Citywide departmental operational review and development of high-level findings and opportunities for discussion with Council members, City Manager and key executive staff.
- Background information on real estate market conditions and operational benchmarking.
- Compton Boulevard stakeholder meeting.
- Proposed Compton Boulevard improvement actions and executive prioritization session. Implementation plan and identification of funding opportunities.
- A final report detailing findings and recommendations. A presentation will be made at direction of City.
- Ongoing technical assistance calls with Compton staff or both operational/budget improvements and the Compton Boulevard implementation plan.

The first phase of the Compton assessment focused on reviewing budgetary, operational, economic and related information provided by the City and publically available demographic information identified by the Network to better understand and assess current priority challenges and opportunities. The Network developed a systematic approach to the assessment process that included data collection and analysis, interviews with key leaders and the development of a tailored set of findings and analysis for the City of Compton.

The second phase of the Compton assessment consisted of on-site interviews. Over the course of two days, the Compton assessment team met with senior leaders and department directors with city government, as well as community stakeholders, to further clarify key challenges facing Compton and identify potential opportunities for direct assistance that would be most catalytic or transformative. The assessment would include Citywide Operational Assessment, Revitalization Strategy for Compton Boulevard and implementation Coaching and Technical Assistance. Based on the assessment NRN proposes a multi-prong engagement that will help the City of Compton strengthen internal operations to better deliver City services and improve perceptions and the economic viability of the City. The Network estimates that the value of the direct assistance plan is $254,857. The Network will fund seventy five percent of this cost with funds provided by HUD pursuant to the cooperative agreement. The City agrees that it will provide twenty-five percent of the estimated cost of the direct assistance plan, or $63,714.

Mayor Brown agreed that this is a great resource and investment for what the City is receiving as a cohesive and strategic plan.

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON FINDING THE CITY TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM AND ADOPTING THE CONGESTION MANAGEMENT PROGRAM LOCAL DEVELOPMENT REPORT IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089.

On motion by Zurita, seconded by Jones, **Resolution # 24,038** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON FINDING THE CITY TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM AND ADOPTING THE CONGESTION MANAGEMENT PROGRAM LOCAL DEVELOPMENT REPORT IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - Galvan, Arceneaux

APPROVAL OF WARRANTS

8. Warrant #224277 - 11/4/14 - Paramount Station Inc. - Past Invoices for Refueling for City Vehicles - $32,333.25 - Requested by: City Manager

   Warrant #224280 - 11/12/14 - Voyager Inc. - Services - Payment for refueling City Vehicles - $24,186.52 - Requested by: City Manager

   Total Amount - $56,519.77

On motion by Zurita, seconded by Jones, the above warrants were approved, by the following vote on roll call:

AYES: Council Members - Zurita, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - Galvan, Arceneaux

Councilperson Zurita requested the location of the Paramount Station and questioned why the City is buying gas from a station located outside the City.

Triphenia Simmons, Interim General Services Director, reported that the gas station is located in the city of Paramount on Alondra Boulevard across the street from Dominguez High School and unfortunately, the City has not been able to partner with a Compton gas station that will give the City credit.

Councilperson Zurita requested the status of the City's fueling station.

City Manager Duffey commented that staff is in the process of getting the permits and insurances to remove and repair the tank.

Councilperson Zurita asked if it is more cost effective for the City to purchase fuel from an outside entity.

City Manager Duffey remarked that it is cheaper to purchase your own fuel wholesale versus paying at the pump.

5. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA, CALLING FOR THE HOLDING OF A PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 21, 2015 AND JUNE 2, 2015, RESPECTIVELY FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER (CONT.)

On motion by Zurita, seconded by Jones, to waive the reading of the ordinance in full, by the following vote on roll call:

AYES: Council Members - Zurita, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - Galvan, Arceneaux

City Clerk Godwin reported that in accordance to the election calendar, 140 days is needed to call the election. So in the event City Hall will be closed for two weeks it is critical that this item is adopted no later than next week November 18, 2014. Furthermore, there are 14 days after the adoption of the ordinance to place a measure on the ballot.

Mayor Brown asked if there were any additional costs to adding a measure to the 2015 November election.

City Clerk Godwin commented that the City would consolidate with the County of Los Angeles election which in her opinion could be costly in terms of not having the ability to monitor costs.

Mayor Brown indicated that she supports holding off the measure until the 2015 November election with additional costs to the City being considered by the City Council.

On motion by Zurita, seconded by Jones, **"Ordinance # 2,255** entitled **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA, CALLING FOR THE HOLDING OF A PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 21, 2015 AND JUNE 2, 2015, RESPECTIVELY FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER"** was adopted, by the following vote on roll call:

AYES: Council Members - Zurita, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - Galvan, Arceneaux

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- First District Townhall meeting will be held Wednesday, November 19, 2014 from 6 p.m. to 7:30 p.m. at Gonzales Park. For more information contact Deputy Fuentes at (310) 605-6578 or call (310) 605-5510.

- Acknowledged the Angels For Sight organization for their dedication and commitment to the Compton community.

- Acknowledged her father and many other veterans that served in the United States military.

Meeting adjournments
Otis Boyd
Gloria Young

Councilperson Jones offered the following communications/announcements:

- Commented on the significance of Veteran's Day to his family members and the men and women that served in the United States military.

- Attended the Hire A Veteran Job Fair at the Proud Bird.

#6.

- Annual Turkey Giveaway will be held Monday, November 24, 2014 at the Major League Baseball Urban Academy on the campus of Compton College El Camino Center beginning at 9 a.m. Participants are asked to request one turkey per family. For more information please call (310) 605-5662.

Mayor Brown offered the following communications/announcements:

- My Brother's Keeper Local Action Summit will be held Friday, November 14, 2014 from 9 a.m. to 11:30 a.m. at the Dollarhide Community Center.

- Trammel Pro will be hosting a Neighborhood BBQ to be held Saturday, December 6, 2014 at the brickyard from 11 a.m. to 2 p.m. Free bricks for homes and gardens will be provided to home owners.

- Second Annual Toy Giveaway will be held December 20, 2014 at the Martin Luther King Jr. monument.

- White House Fellows Intensive one-year program application period is open to qualified individuals wanting exposure to high level experience in the federal government. For more information call (310) 605-5597 or download an application from www.whitehouse.gov/about/fellows.

- Acknowledged her father-in-law Jim Brown for his military service in Vietnam and other veterans who served dutifully.

Resident Concerns
Issues with Fiesta Taxi cab/Lack of service
ABF Trucking Company diesel vehicles traveling down Alondra Boulevard
Follow-up with resident living in a red-tagged apartment building

ADJOURNMENT

On motion by Zurita, seconded by Jones, the meeting was adjourned at 8:48 p.m. in memory of **Otis Boyd** and **Gloria Young**, by the following vote on roll call:

AYES: Council Members - Zurita, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - Galvan, Arceneaux

_____ _____

City Clerk of the City of Compton **Mayor of the City of Compton**

November 25, 2014

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **GLEN W.C. KAU, DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES**

SUBJECT: **STATUS REPORT OF THE 2014 STREET RESURFACING PROJECT CIP# 14-01**

This report is to provide the Mayor and City Council Members with the status of the 2014 Street Resurfacing Project CIP# 14-01 during the week of October 20, 2014.

Scope of Work

The City of Compton has developed an extensive plan to rehabilitate its aging infrastructure. As part of that overall plan, plans and specifications have been developed for street improvements at various locations throughout the City. The plans include the replacement of sidewalks, curbs, gutters, driveways, corner accessibility ramps, and roadway pavements treatments such as slurry sealing and cape sealing. These efforts are specifically designed to improve pedestrian accessibility, safety and prevent more costly repairs in the future.

The 2014 Street Resurfacing Project (CIP# 14-01) was awarded by the City Council to American Asphalt South on September 2, 2014. A construction management contract was also awarded to APA Engineering Inc. to administer the project on behalf of the City of Compton. Over 80 streets will receive improvements as a result of this street improvement project.

Contract Terms

The contract calls for the work to be completed within 75 working days. This will effectively complete the project by the beginning of February 2015. Every effort is being made to ensure the project is well organized and that the City Council and the Compton community are kept appraised of the work.

Project Status

The following is the status of the work during the week of October 20, 2014:

Notification

The contractor was responsible for notifying the businesses and residents that were affected by the work. This was done by letter to the businesses and residents in advance as well as a door hangers placed 48 hours prior to work being performed.

Project Signs

Project signs were placed at strategic areas of District #1 to advise the community of the project. The notification letters and project signs include the phone numbers of the contractor and the construction manager to contact with questions or concerns.

District #1

Preliminary work began in District #1 and will continue throughout all four Council Districts of the 2014 Street Resurfacing Project as part of Phase I of V of the City's Concrete Asphalt Rehabilitation Effort (CARE) projects.

Access Ramps

The contractor has identified all of the corner access ramps that have been identified by the plans for removal and replacement throughout the district. These ramps are "marked" with paint and pursuant to State law, the appropriate utilities have been contacted prior to the removal.

Removal and Replacement of Curbs, Gutters, Sidewalks, & Driveways

The contractor has started marking out contractual items for removal and replacement starting in District #1. These items include removal and replacement of curbs, gutters, sidewalks, driveways and areas of the asphalt of streets that have to be replaced prior to the slurry or cape sealing process. Districts #2, #3 and #4 will also begin receiving field markings at the end of October.

Schedule

A weekly project schedule was developed and submitted to the City Council to reflect the exact locations of the work to be performed in advance. Please see the attached schedule from October 20- November 6, 2014, commencing in District #1. Subsequent schedules will be provided to include the work progression in Districts #2, #3 and #4.

Recommendation

RECEIVED AND FILE.

GLEN W.C. KAU, P.E.
DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES

APPPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

Attachments: District #1 Two Week Construction Schedule

2 WEEK CONSTRUCTION SCHEDULE

Item	Description	Dur.	Start	Finish	OCTOBER 20	21	22	23	24	27	28	29	30
District 1: 127th ST. @ GRANDEE AVE (8 Ramps)													
1	*Saw cut /removals*	*1 day*	*20-Oct*	*20-Oct*									
2	*Grading /compaction*	*2 day*	*20-Oct*	*21-Oct*									
3	*Set forms*	*2 day*	*21-Oct*	*22-Oct*									
4	*Concrete pour*	*2 day*	*22-Oct*	*23-Oct*									
5	*AC patch back*	*1 day*	*24-Oct*	*24-Oct*									
6	*Clean up*	*1 day*	*24-Oct*	*24-Oct*									
District 1: 131st ST. @ COMPTON AVE. (4 Ramps)													
7	*Saw cut /removals*	*2 day*	*20-Oct*	*21-Oct*									
8	*Grading /compaction*	*2 day*	*20-Oct*	*21-Oct*									
9	*Set forms*	*2 day*	*21-Oct*	*22-Oct*									
10	*Concrete pour*	*2 day*	*22-Oct*	*23-Oct*									
11	*AC patch back*	*1 day*	*24-Oct*	*24-Oct*									
12	*Clean up*	*1 day*	*24-Oct*	*24-Oct*									
District 1: VANDERA AVE @ STOCKWELL ST. (4 Ramps)													
13	*Saw cut /removals*	*2 day*	*20-Oct*	*21-Oct*									
14	*Grading /compaction*	*2 day*	*21-Oct*	*22-Oct*									
15	*Set forms*	*2 day*	*23-Oct*	*24-Oct*									
16	*Concrete pour*	*1 day*	*24-Oct*	*24-Oct*									
17	*AC patch back*	*1 day*	*27-Oct*	*27-Oct*									
18	*Clean up*	*1 day*	*27-Oct*	*27-Oct*									
District 1: DWIGHT AVE @ ROSECRANS & ELM ST A@ DWIGHT VE. (10 Ramps)													
19	*Saw cut /removals*	*2 day*	*27-Oct*	*28-Oct*									
20	*Grading /compaction*	*2 day*	*27-Oct*	*29-Oct*									
21	*Set forms*	*2 day*	*28-Oct*	*30-Oct*									
22	*Concrete pour*	*2 day*	*28-Oct*	*30-Oct*									
23	*AC patch back*	*1 day*	*30-Oct*	*30-Oct*									
24	*Clean up*	*1 day*	*30-Oct*	*30-Oct*									
District 1: DWIGHT AVE @ BRAZIL ST. (28 + Ramps)													
25	*Saw cut /removals*	*4 day*	*29-Oct*	*4-Nov*									
26	*Grading /compaction*	*5 day*	*29-Oct*	*5-Nov*									
27	*Set forms*	*5 day*	*29-Oct*	*5-Nov*									
28	*Concrete pour*	*5 day*	*30-Oct*	*7-Nov*									
29	*AC patch back*	*2 day*	*6-Nov*	*7-Nov*									
30	*Clean up*	*2 day*	*6-Nov*	*7-Nov*									

#7.

31
HOLIDAY

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **STATUS REPORT OF THE 2014 STREET RESURFACING PROJECT CIP# 14-01 (Receive/File)**

Glen Kau — **11/6/2014 6:19:24 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **11/20/2014 3:54:48 PM**
CITY ATTORNEY — DATE

Stephen Ajobiewe — **11/20/2014 1:45:15 PM**
CITY CONTROLLER — DATE

Johnny Ford — **11/20/2014 10:59:58 AM**
CITY MANAGER — DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 25, 2014

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **GLEN W. C. KAU, DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO AUCA LOS ANGELES MARKET CENTER LOCKBOX DBA ARAMARK UNIFORM SERVICES**

SUMMARY

This resolution requests authorization for the City Manager to issue a purchase order to Auca Los Angeles Market Center Lockbox dba Aramark Uniform Services for the provision of uniforms for street maintenance personnel for the remainder of Fiscal Year 2014-2015.

BACKGROUND

The Public Works Municipal Utilities Department (PW/MU) field crew is responsible for maintaining roadways, sewers, and streetscapes through planned and regular investments in infrastructure as well as providing a variety of maintenance and repair services throughout the City of Compton (City). To accomplish these services, it is essential that City employees be readily identified by wearing the appropriate uniforms when providing these City services while on duty. Therefore, City street maintenance personnel are required to wear uniforms to properly identify themselves as City of Compton employees.

STATEMENT OF THE ISSUE

The PW/MU utilizes the services of Aramark Uniform Services to provide uniforms for its employees. The City currently has a five year agreement with Aramark Uniform Services which expires in 2016.

Because the City Manager's spending authority (i.e. $25,000.00) for this vendor has be expended, Council authorization is needed for another purchase order to pay for services for the remainder of the fiscal year.

FISCAL IMPACT

PW/MU street maintenance staff is requesting the issuance of a purchase order to Aramark Uniform Services in an amount not to exceed $21,000 to provide uniforms. The funds have been allocated in the Public Works Street Maintenance Department FY 2014-15 budget in account number 2502-720-000-4246.

ALTERNATIVES

None presented because the City is currently under contract until 2016 with Aramark Uniform to provide the services.

RECOMMENDATION

It is recommended that the City Council approve the attached resolution.

GLEN W. C. KAU,
DIRECTOR OF PUBLIC WORKS/
MUNICIPAL UTILITIES

APPROVED FOR FOWARDING:

G. HAROLD DUFFEY
CITY MANAGER

GHD:GK:RC

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO AUCA LOS ANGELES MARKET CENTER LOCKBOX DBA ARAMARK UNIFORM SERVICES

WHEREAS, the Public Works/Municipal Utilities Department field crew is responsible for maintaining roadways, sewers, and streetscapes through planned and regular investments in the City's infrastructure; and

WHEREAS, uniforms are also required for identification purposes as City of Compton employees; and

WHEREAS, the City currently contracts with Auca Los Angeles Market Center Lockbox dba Aramark Uniform Services)"Aramark Uniform") to uniforms for street maintenance personnel through 2016; and

WHEREAS, the City Manager's spending authority for this vendor has been expended, thus staff seeks Council authorization to establish a purchase order in the amount of $21,000.00 with Aramark Uniform for provision of uniform services for the remainder of Fiscal Year 2014-2015; and

WHEREAS, funds for these expenditures are available in the 2014-15 fiscal year budget in Account No. 2502-720-000-4246.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Manager is authorized to establish a purchase order in the amount of $21,000 (Twenty One Thousand Dollars) for Auca Los Angeles Market Center Lockbox dba Aramark Uniform Services for uniform rental and service.

SECTION 2. That funds for these expenditures are available in the 2014-15 Fiscal Year budget in Account No. 2502-720-000-4246.

SECTION 3. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works/Municipal Utilities Department.

SECTION 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ___ day of _____, 2014.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2014.

That said Resolution was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO AUCA LOS ANGELES MARKET CENTER LOCKBOX DBA ARAMARK UNIFORM SERVICES**

Glen Kau — **10/28/2014 9:09:04 AM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **11/18/2014 8:09:45 PM**
CITY ATTORNEY — DATE

Stephen Ajobiewe — **11/17/2014 10:07:58 AM**
CITY CONTROLLER — DATE

Johnny Ford — **11/17/2014 9:45:39 AM**
CITY MANAGER — DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 18, 2014

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PROCLAIMING THE MONTH OF NOVEMBER AS "FAMILY CAREGIVERS MONTH" IN RECOGNITION OF THE IMPORTANCE OF THE IN-HOME CARE PROVIDERS WORKFORCE.

SUMMARY

Councilperson Dr. Willie Jones has requested that a resolution be brought forth for City Council consideration and approval that will proclaim the month of November as "Family Caregivers Month" in the City of Compton in support and recognition of the importance of the In-Home Care Providers workforce and their efforts to lift themselves and their communities out of poverty as they fight for a path to a minimum wage payment of fifteen dollars ($15.00) per hour.

BACKGROUND

Close to 145,600 homecare workers in the County of Los Angeles, including over 2,000 In-Home Supportive Services workers who reside in Compton, deliver quality care to our most vulnerable residents, including seniors and adults and children with disabilities. Homecare workers provide vital care to individuals in need while saving taxpayers millions of dollars each year when compared to more costly tax funded instructional care.

STATEMENT OF THE ISSUE

The work of homecare workers often goes unnoticed as do the financial struggles caregivers and their families experience in order to provide this lifeline service to those in need. The number of family and non-family members requiring in-home care will drastically increase as the number of Americans who are 65 years of age and older is expected to double in the next 30 years. In order to meet the future demands of caregiving we must ensure a stable workforce by recognizing the important contributions homecare workers bring to those receiving care, to our communities and to society as a whole.

Providing homecare workers with a living wage will generate demand for goods and services in the local economy, stimulate increased employment opportunities, and generate additional income which will in turn lead to additional spending in Compton.

Other communities across California have taken steps to recognize the importance of creating a pathway to a minimum wage of Fifteen Dollars ($15.00) as a standard to lift workers out of poverty and revitalize communities.

ALTERNATIVE

City Council may elect not to adopt this Resolution.

FISCAL IMPACT

There is no anticipated fiscal impact resulting from adoption of this resolution.

RECOMMENDATION

No recommendation is offered by staff. Resolution presented for consideration and adoption pursuant to the request of Councilperson Dr. Jones.

CRAIG J. CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PROCLAIMING THE MONTH OF NOVEMBER AS "FAMILY CAREGIVERS MONTH" IN RECOGNITION OF THE IMPORTANCE OF THE IN-HOME CARE PROVIDERS WORKFORCE

WHEREAS, close to 145,600 homecare workers in the County of Los Angeles, including over 2,000 In-Home Supportive Services ("IHSS") workers who reside in Compton, deliver quality care to our most vulnerable residents, including seniors and adults and children with disabilities; and

WHEREAS, homecare workers not only provide vital care to those in need, but by doing so save taxpayers millions of dollars each year when compared to more costly tax funded institutional care; and

WHEREAS, the work of homecare workers often goes unnoticed as do the financial struggles caregivers and their families experience in order to provide this lifeline service to those in need; and

WHEREAS, the number of family and non-family members requiring in-home care will drastically increase as the number of Americans who are 65 years of age and older is expected to double in the next 30 years; and

WHEREAS, in order to meet the future demands of caregiving we must ensure a stable workforce by recognizing today the important contributions homecare workers bring to those receiving care, to our communities and to society as a whole; and

WHEREAS, providing homecare workers with a living wage will generate demand for goods and services in the local economy, stimulate increased employment opportunities, and generate additional income which will in turn lead to additional spending in Compton; and

WHEREAS, other communities across California including Los Angeles, San Diego, West Hollywood, Berkeley, Oakland, and San Francisco have taken steps to recognize the importance of creating a pathway to a $15.00 per hour minimum wage as a standard to lift workers out of poverty and revitalize communities.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City of Compton stands united with homecare workers, acknowledging the essential work and contributions they bring to Compton by officially recognizing and proclaiming the month of November as **"FAMILY CAREGIVERS MONTH"** and supporting their efforts to lift themselves and their communities out of poverty as they fight for a path to earn a minimum wage of Fifteen Dollars ($15.00) per hour.

Section 2. That a certified copy of this Resolution will be filed in the offices of the City Clerk and each and every department and agency of the City of Compton.

Section 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2014.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2014.

That said Resolution was adopted by the following vote:

AYES: COUNCIL MEMBERS–
NOES: COUNCIL MEMBERS–
ABSENT: COUNCIL MEMBERS–
ABSTAINS: COUNCIL MEMBERS–

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Attorney**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PROCLAIMING THE MONTH OF NOVEMBER AS "FAMILY CAREGIVERS MONTH" IN RECOGNITION OF THE IMPORTANCE OF THE IN-HOME CARE PROVIDERS WORKFORCE.**

Ruth Rugley **11/4/2014 11:47:40 AM**
DEPARTMENT MANAGER'S SIGNATURE DATE

REVIEW / APPROVAL

Ruth Rugley **11/17/2014 6:13:36 PM**
CITY ATTORNEY DATE

Stephen Ajobiewe **11/17/2014 6:11:07 PM**
CITY CONTROLLER DATE

Kelly Montgomery **11/17/2014 5:55:17 PM**
CITY MANAGER DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 25, 2014

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **GLEN W. C. KAU, P.E., DIRECTOR OF PUBLIC WORKS AND MUNICIPAL UTILITIES**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING ANNUAL MEMBERSHIP, I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS) REPORT AND SR-91/I-605/I-405 MAJOR CORRIDOR STUDY FEES FOR FISCAL YEAR 2014-2015**

SUMMARY

This resolution request authorizes the City Manager to issue a purchase order to Gateway Cities Council of Governments (GCCOG) for the purpose of paying Annual Membership fee, I-710 Corridor Environmental Impact Report/Environmental Impact Statement (EIR/EIS) Report and SR- 91/I-605/I-405 Major Corridor Study fees for Fiscal Year 2014-2015.

BACKGROUND

I-710 Freeway -

The mission of the GCCOG includes transportation planning for the sub-region, and advocating for maximum public sector funding for city and sub-regional projects. GCCOG adopted improvement of the I-710 freeway as one of its transportation priorities. The purpose and need for the study is to enumerated traffic congestion, safety, air quality, goods movement, design deficiencies, land use constraints, cost effectiveness, environmental justice, aesthetics, noise, and adequacy of public transit as issues requiring attention and public action in any transportation improvement plan for the corridor. GCCOG served as the advocate for the inclusion of impacted municipalities in the completion of the study.

In April 2008, GCCOG entered into a Memorandum of Understanding (MOU) with Caltrans, LACMTA and SCAG to establish a multi-jurisdictional structure to fund and govern the implementation of the Environmental Impact Report/Environmental Impact Statement (EIR/EIS) to study the locally preferred strategy developed by the Major Corridor Study and alternative improvements to the I-710. The MOU establishes an I-710 EIR/EIS Project Committee and an I-710 Executive Committee, each of which provides for and depends upon the participation of local elected and appointed officers.

SR-91 and I-605 Freeway -

The cities that comprise the GCCOG are adjacent to the SR-91 and I-605 Freeway corridors have requested that the GCCOG prepare a proposal outlining their collective position on the modification and expansion of the corridors. The GCCOG has recommended that a needs assessment study of the SR-91 and I-605 corridors be conducted. The Joint Exercise of Powers Agreement of the GCCOG provides that affected members may execute an implementation agreement for the purpose of authorizing the GCCOG to implement, manage and administer area-wide and regional programs in the interest of local public welfare.

STATEMENT OF THE ISSUE

In order for the City of Compton to continue to participate in providing input and feedback in relation to how the recommended studies impact the City to GCCOG, annual fees must be paid.

The invoices listed will be received annually until the projects are completed.

Annual Membership Dues	$ 9,500.00
Transportation Assessment	$ 7,890.21
MTA Staff Support	$ 3,795.47
Local Participation for SR-91/I-605/I-405 Major Corridor Study	$20,000.00
Grand Total	**$41,185.68**

FISCAL IMPACT

Funds to pay for membership and participation fees for the above invoices in an amount not to exceed **Forty One Thousand One Hundred Eighty Five Dollars and Sixty Eight Cents ($41,186.68)** are available in Public Works Municipal Utilities Department's 2014-2015 Fiscal Year budget in Account No. 2502-720-000-4248. Account balance as of this writing is $50,000.

ALTERNATIVES

The alternative is that the City of Compton would no longer be a part of the GCCOG and would not provide input with regards to the I-710 Corridor EIR/EIS Report and the SR-91/I-605/I-405 Major Corridor Study.

RECOMMENDATION

It is recommended that the City Council approve the attached resolution authorizing the City Manager to issue a purchase order to Gateway Cities Council of Governments in the amount of $41,186.68.

GLEN W. C. KAU, P.E.
DIRECTOR OF PUBLIC WORKS AND
MUNICIPAL UTILITIES

APPROVED FOR FOWARDING:

G. HAROLD DUFFEY
CITY MANAGER

GHD:GK:RC

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING ANNUAL MEMBERSHIP, I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS) REPORT AND SR-91/I-605/I-405 MAJOR CORRIDOR STUDY FEES FOR FISCAL YEAR 2014-2015

WHEREAS, this resolution request authorizes the City Manager to issue a purchase order to Gateway Cities Council of Governments (GCCOG) for the purpose of paying Annual Membership fee, I-710 Corridor Environmental Impact Report/Environmental Impact Statement (EIR/EIS) Report and SR- 91/I-605/I-405 Major Corridor Study fees for Fiscal Year 2014-2015; and

WHEREAS, the Public Works Municipal Utilities Department receives invoices from GCCOG annually for Annual Membership and Participation in the Transportation Assessment, MTA Staff Support, I-710 EIR/EIS Report and SR-91/I-605/I-405 Major Corridor Study; and

WHEREAS, in order for the City of Compton to continue to participate in providing input and feedback in relation to how the recommended studies impact the City to GCCOG, annual fees must be paid; and

The invoices listed will be received annually until the projects are completed.

Annual Membership Dues	$ 9,500.00
Transportation Assessment	$ 7,890.21
MTA Staff Support	$ 3,795.47
Local Participation for SR-91/I-605/I-405 Major Corridor Study	$20,000.00
Grand Total	**$41,185.68**

WHEREAS, funds to pay for membership and participation fees for the above invoices in an amount not to exceed Forty One Thousand One Hundred Eighty Five Dollars and Sixty Eight Cents ($41,185.68) are available in Public Works Municipal Utilities Department's 2014-2015 Fiscal Year budget in Account No.2502-720-000-4248.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Manager is authorized to issue a purchase order to the Gateway Cities Council of Governments the amount of $41,185.68 (Forty One Thousand One Hundred Eighty Five Dollars and Sixty Eight Cents).

SECTION 2. Funds to pay for membership and participation fees are available in Public Works Department's 2014-2015 Fiscal Year budget in Account Number 2502-720-000-4248 in the amount not to exceed **$**41,185.68.

SECTION 3. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works/Municipal Utilities Department.

SECTION 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ___ day of _____, 2014.

_____

MAYOR OF THE CITY OF COMPTON

#11.

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ___ day of _____, 2014.

That said Resolution was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING ANNUAL MEMBERSHIP, I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS) REPORT AND SR-91/I-605/I-405 MAJOR CORRIDOR STUDY FEES FOR FISCAL YEAR 2014-2015**

Glen Kau	**11/6/2014 6:30:36 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**11/17/2014 6:09:05 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**11/17/2014 5:54:56 PM**
CITY CONTROLLER	DATE
Johnny Ford	**11/17/2014 5:19:47 PM**
CITY MANAGER	DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 25, 2014

TO: **HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MACIAS GINI & O'CONNELL LLP FOR THE PROVISION OF AUDIT SERVICES FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

SUMMARY

This resolution is to authorize the City Manager to enter into professional services agreement with Macias Gini & O'Connell, LLP ("MGO"), a Certified Public Accounting firm, for the provision of City-wide professional audit services for the fiscal year ending June 30, 2013. Also, for authorization to issue a purchase order for the services to be provided by MGO in the amount of $480,000.00.

BACKGROUND

Section 1419 of the City Charter of the City of Compton provides for employment of a qualified Accountant, who at such time or times as may be specified by the City Council shall examine the books, records, inventories and reports of all offices and employees who receive, handle or disburse public funds and of such other offices, employees and departments as the City Council may direct. The annual audit is also required to satisfy Federal legislations, state regulations, grant requirements, bond covenants and other applicable regulations.

The City engaged MGO to perform the City-wide audit for the fiscal year 2011-2012. MGO was recommended by Los Angeles County. The firm has extensive experience in the audit of local governments. MGO has performed audit for several local governments and government agencies including Los Angeles County, City of San Diego, Los Angeles World Airport (LAX), County of Orange, County of Ventura, and City of Inglewood.

STATEMENT OF ISSUE

MGO successfully completed the fiscal year 2011-2012 audit of the City and expressed a clean opinion on the financial statements of the City for the fiscal year ended June 30, 2012. The City desires to engage MGO to perform the audit for the fiscal year 2012-2013. The audit will cover the funds, programs, grants, revenue collections and departmental expenditures of the City and for amount not to exceed $480,000.

The Auditors will issue reports specifically concerning the following aspects:

- City-wide financial statement for the fiscal year ending June 30, 2013
- Financial and compliance audits in accordance with OMB Circular A-133 (Single Audit) required by HUD and other granting agencies
- Audit of the City's Air Quality Improvement Trust Fund
- Audit of the 1993 Bond Compliance
- Audit of the Compton Housing Authority's financial data schedule

ALTERNATIVE

An annual satisfactorily-completed audit is unavoidable and has to be performed to enable the City to comply with various Federal and state legislations, grant requirements, bond covenants and applicable regulations.

FINANCIAL IMPACT

Funds to pay for the audit services are available in the Fiscal Year 2014-2015 budget as follows:

Account Number	Reason for the use of fund	Amount
1001-650-000-4269	Audit of General City Departmental expenditures and revenues	$ 308,104
5000-900-000-4290	Audit of Water utility revenues and capital projects	106,896
2820-790-000-4289	Audit of Local Housing payments and HUD reporting	40,500
2625-560-000-4269	Audit of Air Quality Management Fund payments and reporting	17,000
5116-720-000-4290	Audit of Bond compliance and reporting	7,500
	Total	$ 480,000

RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

STEPHEN AJOBIEWE
CITY CONTROLLER

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MACIAS GINI & O'CONNELL LLP FOR THE PROVISION OF AUDIT SERVICES FOR THE FISCAL YEAR ENDED JUNE 30, 2013

WHEREAS, Section 1419 of the City Charter of the City of Compton provides for employment of a qualified Accountant, who at such time or times as may be specified by the City Council shall examine the books, records, inventories and reports of all offices and employees who receive, handle or disburse public funds and of such other offices, employees and departments as the City Council may direct; and

WHEREAS, the annual audit is also required to satisfy Federal legislations, state regulations, grant requirements, bond covenants and other applicable regulations; and

WHEREAS, based on the fact that the Certified Public Accounting firm of Macias Gini & O'Connell, LLP ("MGO") was recommended by Los Angeles County and has extensive experience in the audit of local governments, the City engaged MGO to perform the City-wide audit for the Fiscal Year 2011-2012; and

WHEREAS, MGO successfully completed the Fiscal Year 2011-2012 audit and expressed a clean opinion on the financial statements of the City for the fiscal year ending June 30, 2012; and

WHEREAS, the City desires to engage MGO to perform the City-wide audit for the Fiscal Year 2012-2013, which audit will cover the funds, programs, grants, revenue collections and departmental expenditures. The Auditors will issue reports specifically concerning the following aspects:

- City-wide financial statements for the fiscal year ended June 30, 2013
- Financial and compliance audits in accordance with OMB Circular A-133 (Single Audit) required by HUD and other granting agencies
- Audit of the City's Air Quality Improvement Trust Fund
- Audit of the 1993 Bond Compliance
- Audit of the Compton Housing Authority's financial data schedule

WHEREAS, a satisfactorily completed audit is unavoidable and has to be performed to enable the City comply with various Federal and state legislations, grant requirements, bond covenants and applicable regulations; and

WHEREAS, funds to pay for these services are available in the 2014-2015 Fiscal Year budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the City Manager, upon the advise and consent of the City Attorney is hereby authorized to enter into a professional services agreement with Macias Gini & O'Connell, LLP for the provision of City-wide auditing services for the Fiscal Year ending June 30, 2013 at a cost of $480,000.00.

Section 2. That funds are available in the Fiscal Year 2014/2015 budget as follows:

Account Number	Reason for the use of fund	Amount
1001-650-000-4269	Audit of General City Departmental expenditures and revenues	$ 308,104
5000-900-000-4290	Audit of Water utility revenues and capital projects	106,896
2820-790-000-4289	Audit of Local Housing payments and HUD reporting	40,500
2625-560-000-4269	Audit of Air Quality Management Fund payments and reporting	17,000
5116-720-000-4290	Audit of Bond compliance and reporting	7,500
	Total	$ 480,000

Section 3. That a purchase order is authorized to be issued in an amount not-to exceed $480,000.00.

Section 4. That a duly certified copy of this Resolution shall be filed with the offices of the City Manager, City Attorney, City Controller and City Clerk.

Section 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ___ day of _____, 2014.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2014.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
MACIAS GINI O'CONNELL LLC

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **MACIAS GINI O'CONNELL LLC, ("MGO")** a California Certified Public Accounting firm (hereinafter referred to as **"CONSULTANT"**), located at 3000 "S" Street, Suite 300, Sacramento, California 95816.

RECITALS:

WHEREAS, Section 1419 of the Compton City Charter provides for the employment of a qualified accountant at the beginning of each fiscal year who shall examine the books, records, inventories and reports of all offices and employees who receive, handle or disburse public funds and of such other offices, employment and departments as the City Council may direct; and

WHEREAS, the City needs to employ the services of a qualified and experienced Certified Public Accountant firm to provide and prepare the City's Annual Audit Reports, Comprehensive Annual Financial Report (CAFR) and the City and PFA State Controller's Report for fiscal year 2012-2013; and

WHEREAS, Consultant (Macias Gini O'Connell LLC) represents that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

WHEREAS, by Resolution No. _____, adopted on the __ day of _____ 2014, the City Council gave approval to award a contract to such Consultant; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, Consultant and City**,** for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. **Services to be rendered by Consultant.** It is the mutual understanding of the parties that the Consultant shall perform and be responsible for rendering the following professional auditing services:

1. Basic Financial Statements – audit of the City's basic financial statements for the fiscal year ending June 30, 2013, to include audit of the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information. Audit shall be performed in accordance with auditing standards generally accepted in the U.S.A.; standards for financial audits contained in Governmental Auditing Standards.

2. Financial and compliance audits in accordance with provisions of U.S. Office of Management and Budget (OMB) Circular A-133 (Single Audit for 2 major programs) and related compliance supplements

3. Audit of the City's Air Quality Improvement Trust Fund Financial Statements

4. Audit of the 1993 Bond Compliance

As such services are described in the attached **Proposal (Engagement Letter)** to provide services to the City presented by the Consultant in the letter dated October 23, 2014, and incorporated hereby.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, Consultant agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City**.**

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City**.** "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the Consultant to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control. On demand of City, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the services.

___[name___, __[title/position]___ of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. **Duration of Contract.** The term of this Agreement shall commence upon Notification to Proceed from the City to Consultant and continue in a diligent and professional manner until the agreed services for Fiscal Year ending June 30, 2013 is completed, or upon exhaustion of authorized funding, whichever occurs first, unless this Agreement is terminated as provided herein.

3. **Compensation.** The method of payment for the services will be based on a time and material basis, billable at the hourly rates identified within Consultant's **"Proposal"** (Letter of Engagement)**,** which is incorporated herein. It is understood and agreed between the parties that the maximum compensation payable for the performance of all services to be provided and

rendered by the Consultant pursuant to the terms of this Agreement shall be limited to a not-to-exceed amount of **Four Hundred Eighty Thousand Dollars ($480,000.00).**

The total price paid the Consultant includes compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

Consultant will generally adhere to the schedule set forth by the City provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's schedule and agrees to put forth its best professional efforts to perform the services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **City Controller** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any noncancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Consultant's delivery to the City of any and all City property, documents, reports, records, materials and Work Product associated with the performance of this Agreement.

4. Ownership of Materials. Consultant agrees that all of its customized reports, recommendations, plans, copyrightable materials and other Work Product created or assembled by it in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the City and as such is the sole property of the City. To the extent that such materials and Work Product do not constitute work for hire, in consideration of the payments and other covenants of the City, as set forth or called for herein, Consultant hereby sells, transfers, conveys and assigns any and all of its rights therein to the City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees

and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the performance of any of Consultant's obligations under this Agreement without the prior written

consent of the City. Any attempted assignment or transfer of any of Consultant's rights, duties or obligations arising under this Agreement shall be null and void.

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the Consultant's non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

8. Subcontracting. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Consultants. The City reserves the right to employ other consultants in connection with the services.

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent caused by the negligent, reckless or willful misconduct for the Consultant, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

This indemnification and hold harmless obligation does not extend to claims arising out of the negligence or willful misconduct of the City, its officials, officers, employees, agents and volunteers.

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. Consultant shall be responsible for providing any advance notification to the City which would otherwise not be provided by the policies insurance carrier(s). ***Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** All insurance required hereunder shall be primary with respect to any insurance maintained by the City**.**

Coverages and Limits. Consultant will maintain the types of coverage's and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-indicated insured's except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

11.1 Commercial General Liability Insurance. $1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.2 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of $1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

11.3 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than $1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

Endorsements. For Commercial General Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insured's"** with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's***

execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

12. Permits and Licenses. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

14. Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with City, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations. In the event the Consultant encounters any conflict between such laws and ordinances, Consultant shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the Work Product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

The City's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the City's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the City Council does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the Work Product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

18. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

19. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

20. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in

preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

21. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

22. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

23. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

24. Amendments. This Agreement may be modified or amended only be written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

25. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

26. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

27. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

To Consultant:	**Macias Gini O'Connell, LLC** **3000 "S" Street, Suite 300** **Sacramento, California 95816** **Attn: [name/title]** **(916) 928-4600** **(916) 928-2755 – fax.**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Controller** **(310) 605-5576** **(310) 764-5897 – fax.**
Copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may amend, supplement and update the notice list to add, delete or replace any listed individuals; however, the amendment must be in writing.

28. Miscellaneous. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the City, by its City Manager, who is authorized to do so, has executed this Agreement.

MACIAS GINI O'CONNELL, LLC
CONSULTANT

Dated: _____ **By _____**
[name/title]

CITY OF COMPTON
Recommended for Approval:

Dated: _____ **By _____**
Stephen Ajobiewe, City Controller

Approved by:

By _____ **Dated: _____**
G. Harold Duffey, City Manager

Approved as to form:

By _____ **Dated: _____**
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ **By _____**
Alita Godwin, City Clerk

October 23, 2014

Mr. G. Harold Duffey
City Manager
City of Compton
205 S. Willowbrook Ave
Compton, CA 90220

Dear Mr. Duffey:

We are pleased to confirm our understanding of the services we are to provide the City of Compton (City) for the year ended June 30, 2013. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City as of and for the year ended June 30, 2013.

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information when considered in relation to the financial statements as a whole. The objective also includes reporting on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards.*

In addition to our audit of the basic financial statements of the City, we will also perform the following:

a) Financial and compliance audits in accordance with OMB Circular A-133 (Single Audit for 4 major programs)
b) Audit of the City's Air Quality Improvement Trust Fund
c) Audit of the 1993 Bond Compliance
d) Agreed-upon procedures on Compton Housing Authority's financial data schedule

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will discuss the reasons with management in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

DRAFT

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the City in the performance of our services. Any discussions that you have with personnel of our Firm regarding employment could pose a threat to our independence. **Therefore, you agree to inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.**

Our fees for the services are estimated not to exceed $480,000 and will be based on the actual hours incurred at the following hourly rates:

Professional Staff Level	**Rates**
Engagement Partner	$390
Professional Standards Partner	390
Director	340
Engagement Manager	190
Audit Seniors	140
Experienced Associates and Staff	120
Administrative Assistants	100

The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If circumstances require a further change in the scope of the audit, we will bring it to your attention and wait your approval to proceed.

The work proposed as part of the engagement will be upon your acceptance of our proposal. We currently anticipate completion of the audit by March 31, 2015.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Macias, Gini & O'Connell, LLP

RESPONSE:

This letter correctly sets forth the understanding of the City of Compton.

By: _____

Title: _____

Date: _____

DRAFT

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Controller**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MACIAS GINI & O'CONNELL LLP FOR THE PROVISION OF AUDIT SERVICES FOR THE FISCAL YEAR ENDED JUNE 30, 2013**

Stephen Ajobiewe **11/6/2014 1:12:21 PM**
DEPARTMENT MANAGER'S SIGNATURE DATE

REVIEW / APPROVAL

Ruth Rugley **11/18/2014 11:47:56 AM**
CITY ATTORNEY DATE

Stephen Ajobiewe **11/17/2014 2:01:31 PM**
CITY CONTROLLER DATE

Kelly Montgomery **11/17/2014 1:42:14 PM**
CITY MANAGER DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 25, 2014

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **GLEN W.C. KAU, DIRECTOR**
PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO INTERWEST CONSULTING GROUP FOR TRANSPORTATION PROJECT MANAGEMENT SERVICES AS PART OF THE CITY OF COMPTON'S PAVEMENT MAINTENANCE PROGRAM**

SUMMARY
This resolution authorizes the City Manager to enter into a professional services agreement with and issue a purchase order in the amount of $75,000 to Interwest Consulting Group for transportation project management services as part of the City of Compton's pavement maintenance program.

BACKGROUND
The City of Compton maintains approximately 173 centerline miles of pavement within the City limits. On September 3, 2013, pursuant to Resolution No. 23,822, the City Council authorized the City Manager to enter into a professional service agreement with Bucknam Infrastructure Group, Inc. to perform a City-wide Pavement Management Study. Bucknam is currently developing the Pavement Management Study for the City.

The City now desires to retain the services of a professional engineering firm to assist the City of Compton with transportation project management services. Interwest Consulting Group will provide project management services for project development, design, and preparation of necessary bid documents for the construction of the Compton 2014 Street Resurfacing Project, Community Development Block Grant Projects #13-01 and #13-02, the Central Avenue Street Corridor Study, the Wilmington Avenue Pedestrian/Bicycle Improvement Project and other projects requested by the City. As Project Manager, Interwest will be responsible for managing the work and progress of the selected consultant team and serve as the City's representative in terms of providing requested information, coordinating project design requirements, technical review/recommendations, budget and schedule management, and necessary oversight and management of the consultants design team.

Interwest's anticipated tasks will include:

- Preparation of necessary Council reports
- Preparation of necessary Request For Proposals for consultant procurement
- Oversee and manage the Request For Proposal solicitation and selection process

- Perform contract negotiations on behalf of the City and develop recommendations for City review
- Oversee and management the work of selected consultant team
- Provide monthly reports, as requested, by the City Manager regarding project status, items requiring decisions/resolution, and potential issues affecting project scope, budget, or schedule
- Perform technical review of design studies, project plans, and specifications
- Preparation of materials and attend public meetings
- Attend City Council meetings as required
- Prepare written and verbal briefings to the City Manager and City Council
- Oversee and manage the advertisement and award of construction bids

In addition, as requested by the City, Interwest will also provide services necessary to represent the City at Regional Transportation Planning Agency meetings, administer transportation related grant funding received by the City as well as the strategic identification of grant opportunities for key transportation projects.

STATEMENT OF THE ISSUE

The City desires to retain the services of a qualified professional transportation project management firm to effectively management the various projects requested by the City. Therefore, in order for the City Manager to enter into a professional services agreement and issue a purchase order to Interwest Consulting Group, City Council authorization is necessary.

FINANCIAL IMPACT

Funds in the amount of $75,000 are available in the Public Works/Municipal Utilities Department's FY 2014-2015 budget in Account No.1520-710-0MR-4269.

ALTERNATIVE

The City desires to provide effective transportation project management services. Therefore, no other alternative is being proposed.

RECOMMENDATION

Staff recommends the adoption of the attached resolution.

GLEN W.C. KAU, P.E.
DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES

APPROVED FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO INTERWEST CONSULTING GROUP FOR TRANSPORTATION PROJECT MANAGEMENT SERVICES AS PART OF THE CITY OF COMPTON'S PAVEMENT MAINTENANCE PROGRAM

WHERAS, the City of Compton maintains approximately 173 centerline miles of pavement within the City limits:

WHEREAS, on September 3, 2013, pursuant to Resolution No. 23,822, the City Council authorized the City Manager to enter into a professional service agreement with Bucknam Infrastructure Group, Inc. to perform a City-wide Pavement Management Study; and

WHEREAS, the City now desires to retain the services of a professional engineering firm to assist the City of Compton with transportation project management services; and

WHEREAS, Interwest Consulting Group will provide project management services for project development, design, and preparation of necessary bid documents for the construction of the City's 2014 Street Resurfacing Project, Community Development Block Grant Projects #13-01 and #13-02, the Central Avenue Street Corridor Study, the Wilmington Avenue Pedestrian/Bicycle Improvement Project and other projects requested by the City; and

WHEREAS, as Project Manager, Interwest will be responsible for managing the work and progress of the selected consultant team and serve as the City's representative in terms of providing requested information, coordinating project design requirements, technical review/recommendations, budget and schedule management, and necessary oversight and management of the consultants design team; and

WHEREAS, funds in the amount of $75,000 are available in the Public Works/Municipal Utilities Department 2014-2015 fiscal year's budget in Account No.1520-710-0MR-4269; and

WHEREAS, in order for the City Manager to enter into a professional services agreement and issue a purchase order to Interwest Consulting Group, City Council authorization is necessary.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Manager is hereby authorized to enter into a professional service agreement with Interwest Consulting Group for transportation project management services.

SECTION 2. That funds in the amount of $75,000 are available in the Public Works & Municipal Utilities 2014-2015 fiscal year budget, Account No. 1520-710-0MR-4269.

SECTION 3. That a purchase order is authorized to be issued to Interwest Consulting Group in an amount not to exceed $75,000.

SECTION 4. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works and Municipal Utilities Department.

#13.

SECTION 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2014.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the ___ day of _____, 2014.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCILMEMBERS–
NOES: COUNCILMEMBERS–
ABSTAIN: COUNCILMEMBERS–
ABSENT: COUNCILMEMBERS–

_____
CITY CLERK OF THE CITY OF COMPTON

INTERWEST CONSULTING GROUP

City of Compton
TRANSPORTATION PROJECT MANAGEMENT SERVICES
Scope of Services

Project Management Services

Interwest Consulting Group will provide project management services for project development and design and preparation of necessary bid documents for construction of the Compton 2014 Street Resurfacing Project, CDBG Project #13-01 and #13-02, the Central Avenue Street Corridor Study, the Wilmington Avenue Pedestrian/Bicycle Improvement Project and other projects requested by the City of Compton. As Project Manager, Interwest will be responsible for managing the work and progress of the selected consultant team and serve as the City's representative in terms of providing requested information, coordinating project design requirements**,** technical review/recommendations, budget and schedule management, and necessary oversight and management of the consultant design team.

Anticipated tasks will include:

- Preparation of necessary Council reports.
- Preparation of necessary Request for Proposals for consultant procurement.
- Oversee and manage the RFP solicitation and selection process.
- Perform contract negotiations on behalf of the City and develop recommendations for City review.
- Oversee and manage the work of selected consultant team.
- Provide monthly reports, as requested, by the City Manager regarding project status, items requiring decisions/resolution, and potential issues affecting project scope, budget, or schedule.
- Perform technical review of design studies, project plans, and specifications.
- Preparation of materials and attend public meetings.
- Attend City Council meetings, as required.
- Prepare written and verbal briefings to City Manager and City Council.
- Oversee and manage the advertisement and award of construction bid.

The scope of services provides anticipated work and work efforts necessary to get the projects to bid award.

In addition, as requested by the City of Compton, Interwest will also provide services necessary to represent the City of Compton at Regional Transportation Planning Agency meetings, administer transportation related grant funding received by the City as well as the strategic identification of grant opportunities for key transportation projects. Work necessary to prepare

and submit specific grant applications are beyond the scope of these services and will be developed as separate tasks for City review and consideration.

Fee Estimate

Our estimate to perform work described under Project Management Services is for a not to exceed fee of $75,000. Interwest's time will be billed on a time and materials basis in accordance with the attached rate schedule.

RATE SCHEDULE

City of Compton

The following schedule of classification and rates will be used for Public Works services. Interwest Consulting Group will be hired on an On-Call and staff augmentation basis to provide a variety of services described in our Scope of Work. The City will be able to request the performance of tasks in any one or combination of services. The fee will be determined on a time and materials basis, using the following hourly rates.

Public Works	**Hourly Billing Rates**
Engineering Principal	**$ 160.00**
City Traffic Engineer	**130.00**
Supervising Engineer	**130.00**
Senior Engineer/Senior Proj. Manager	**125.00**
Engineering Associate III/Project Manager	**110.00**
Engineering Associate II/Project Engineer	**105.00**
Engineering Associate I	**100.00**
Engineering Technician III	**90.00**
Engineering Technician II	**80.00**
Engineering Technician I	**70.00**
Senior Construction Manager	**120.00**
Construction Manager	**110.00**
Supervising Public Works Observer	**110.00**
PW Observer III	**97.00**
PW Observer II	**92.00**
PW Observer I	**87.00**
Public Works Observer III	**85.00**
Public Works Observer II	**80.00**
Public Works Observer I	**75.00**
Real Estate	
Real Estate Property Manager	**$ 125.00**
Senior Real Property Agent	**120.00**
Real Property Agent III	**110.00**
Real Property Agent II	**100.00**
Real Property Agent I	**90.00**
Real Property Assistant	**80.00**
GIS	
GIS Manager	**$ 125.00**
Senior GIS Analyst	**120.00**
GIS Analyst III	**115.00**
GIS Analyst II	**110.00**
GIS Analyst I	**95.00**
GIS Assistant	**85.00**
Information Technology	
IT Manager	**$ 125.00**
Senior IT Specialist	**105.00**
IT Specialist	**85.00**
Assistant IT Specialist	**75.00**
IT Technician	**60.00**

#13.

RATE SCHEDULE

City of Compton

Administrative	
Administrative Manager	**$ 80.00**
Senior Administrative	**60.00**
Administrative III	**55.00**
Administrative II	**50.00**
Administrative I	**45.00**
Student Intern	**35.00**

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
INTERWEST CONSULTING GROUP

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **INTERWEST CONSULTING GROUP** (hereinafter referred to as **"CONSULTANT"**), located at 9300 West Stockton Boulevard, Suite 105, Elk Grove, California 95758.

RECITALS:

WHEREAS, the City maintains approximately 173 centerline miles of pavement within its boundaries and there is a need to develop a Pavement Maintenance Program and provide recommendations for a pavement resurfacing project; and

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced engineering firm to assist the City in providing an effective planning and pavement maintenance program focused on improving the condition of City streets and development of fiscally sustainable asset management policies and strategies related to the pavement network; and

WHEREAS, by Resolution No. _____, adopted on the __ of _____, 2014, the City Council authorized the City Manager to accept the proposal of the Consultant (Interwest Consulting Group) and enter into a contract to provide the necessary services; and

WHEREAS, Consultant warrants that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this project; and

WHEREAS, Consultant is willing to render such professional services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Consultant and City**,** for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. **Services to be rendered by Consultant.** It is the mutual understanding of the parties that the Consultant shall perform and provide professional engineering services to assist the City in the development of a "Pavement Maintenance Program" and provide recommendations for a pavement resurfacing project which can be implemented in 3-6 months. Significant project deliverables shall include, but not be limited to the following tasks:

Task 1: Preparation of necessary Council reports

Task 2: Preparation of necessary Request for Proposals for consultant procurement

Task 3: Oversee and manage the Request for Proposal solicitation and selection process

Task 4: Perform contract negotiations on behalf of the City and develop recommendations for City review

Task 5: Oversee and manage the work of selected consultant team

Task 6: Provide monthly reports as requested by the City Manager regarding project status, items requiring decisions/resolution, and potential issues affecting project scope, budget, or schedule

Task 7: Perform technical review of design studies, project plans, and specifications

Task 8: Preparation of materials and attend public meetings

Task 9: Attend City Council meetings, as required

Task 10: Preparation written and verbal briefings to City Manager and City Council

Task 11: Oversee and manage the advertisement and award of construction bid

As more fully detailed in **Consultant's "Scope of Services – Transportation Project Management Services – Scope of Services"** Proposal document, which is attached hereto and incorporated by this reference.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, Consultant agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City**.**

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City**.** "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the Consultant to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control. On demand of City, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the services.

Michael Kashiwagi, P.E., Director of Municipal Services of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. The term of this Agreement shall commence upon Notification to Proceed from the City to Consultant and continue in a diligent and professional manner until the project is complete, or upon exhaustion of authorized funding, whichever occurs first, unless this Agreement is terminated as provided herein. The parties anticipate that Consultant's services shall be completed by or before June 30, 2015.

3. Compensation. The method of payment for the services will be based on a time and material basis, billable at the rates identified within Consultant's **"Proposal/Fee Schedule",** which is incorporated herein. It is understood and agreed between the parties that the maximum compensation payable for the performance of all services to be provided by the Consultant pursuant to the terms of this Agreement shall be limited to a not-to-exceed amount of **Seventy Five Thousand Dollars ($75,000).**

The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

Consultant will generally adhere to the schedule set forth by the City provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to put forth its best professional efforts to perform the services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the Director of the Public Works/Municipal Utilities Department at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any noncancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Consultant's delivery to the City of any and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

4. Ownership of Materials. Consultant agrees that all of its customized reports, recommendations, plans, copyrightable materials and other work product created or assembled by it in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the City and as such is the sole property of the City. To the extent that such materials and work product do not constitute work for hire, in consideration of the payments and other covenants of the City, as set forth or called for herein, Consultant hereby sells, transfers, conveys and assigns any and all of its rights therein to the City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other

benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the performance of any of Consultant's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Consultant's rights, duties or obligations arising under this Agreement shall be null and void.

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the Consultant's non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

8. Subcontracting. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any

contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Consultants. The City reserves the right to employ other consultants in connection with the services.

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

This indemnification and hold harmless obligation does not extend to claims arising out of the negligence or willful misconduct of the City.

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. ***Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** All insurance required hereunder shall be primary with respect to any insurance maintained by the City**.**

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-indicated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

11.1 Commercial General Liability Insurance. $1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted

policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.2 Automobile Liability. $1,000,000 combined single-limit per accident for bodily injury and property damage.

11.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of $1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

11.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than $1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insureds"** with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.***

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

12. Permits and Licenses. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

14. Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with City, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations.

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the Work Product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

The City's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the City's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the City Council does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

Either Party, upon tendering fifteen (15) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the Work Product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

18. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a

false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

19. Certifications. The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

[Supply exceptions on separate page]

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Michael Kashiwagi, P.E., Director of Municipal Services **Date**

20. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

21. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

22. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

23. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

24. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

25. Amendments. This Agreement may be modified or amended only be written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

26. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

27. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

28. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

To Consultant:

Interwest Consulting Group
9300 West Stockton Boulevard, Suite 105
Elk Grove, California 95758
Attn: Michael Kashiwagi, P.E., Director of Municipal Services
(916) 683-3340
(916) 683-3375 – fax.
www.interwestgrp.com

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works/Municipal Utilities Department
(310) 605-5505
(310) 605-6326 – fax.

With copy to:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may amend, supplement and update the notice list to add, delete or replace any listed individuals; however, the amendment must be in writing.

29. Miscellaneous. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

IN WITNESS WHEREOF, CONSULTANT has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

INTERWEST CONSULTING GROUP
CONSULTANT

Dated: _____

By _____
Michael Kashiwagi, P.E., Director of Municipal Services

CITY OF COMPTON
Recommended for Approval:

Dated: _____ **By _____**
Glen W. C. Kau, Director
Public Works/Municipal Utilities Dept.

Approved By:

Dated: _____ **By _____**
G. Harold Duffey, City Manager

Approved as to form:

By _____ **Dated: _____**
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ **By _____**
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO INTERWEST CONSULTING GROUP FOR TRANSPORTATION PROJECT MANAGEMENT SERVICES AS PART OF THE CITY OF COMPTON'S PAVEMENT MAINTENANCE PROGRAM**

Glen Kau	**11/6/2014 6:21:35 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**11/18/2014 7:51:32 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**11/17/2014 5:47:15 PM**
CITY CONTROLLER	DATE
Johnny Ford	**11/17/2014 10:20:32 AM**
CITY MANAGER	DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 25, 2014

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **GLEN W. C. KAU, P.E., PUBLIC WORKS DIRECTOR/MUNICIPAL UTILITIES**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SALES AGREEMENT AND ISSUE A PURCHASE ORDER TO ASPHALT ZIPPER, INC. TO PURCHASE HEAVY EQUIPMENT FOR THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT**

SUMMARY

This resolution authorizes the City Manager to enter into a sales agreement and issue a purchase order to Asphalt Zipper, Inc. to purchase heavy equipment for the Public Works and Municipal Utilities Department.

BACKGROUND

In an effort to provide the most cost effective ways to maintain the City's streets with existing staff, the Public Works and Municipal Utilities Department is interested in the purchase of heavy equipment to repair roads throughout the City.

On December 19, 2013, City staff met with representatives of Asphalt Zipper, Inc. for a demonstration of the Asphalt Zipper 500 model on one of our City streets. After the demonstration, City staff decided that it was beneficial for the City to purchase this piece of heavy equipment.

Road and highway maintenance projects requiring asphalt repair are easier and more cost-effective with Asphalt Zipper machines. The benefits of full-depth reclamation, stabilization, asphalt grinding and milling are in a very powerful, yet compact Asphalt Zipper grinding machine.

Asphalt maintenance projects that would normally take up to one week could be done in less than one day from small patches to up to a half a mile per day. Current Asphalt Zipper operators are able to complete road repairs for less than half of what they were currently spending, and with better results by the following:

- Solving base problems, rather than just covering them up
- Turning existing asphalt into re-usable materials
- Reducing or eliminating new material, trucking and fuel costs
- Better utilization of crews
- Reducing the expense and reliance on outside contractors and equipment

Asphalt Zipper, Inc. is the sole manufacturer of the Asphalt Zipper AZ360-B173 portable milling/trenching machines. These machines are sold through the Asphalt Zipper sales representatives and exclusive Independent Manufacturers Representatives directly to the customer. Because Asphalt sell "factory direct" to the customer, they are able to provide the machines to the City at the lowest possible price. The proprietary U.S. patent (#5388893) protected design of the Asphalt Zipper machine includes the unique "zip and go" buckets attachment feature. The Asphalt Zipper, Inc. machines are the only products that are considered "high powered, portable milling/trenching bucket attachments". Self-propelled milling/trenching machines with similar production capability typically cost several hundred thousand dollars and are significantly more expensive to operate and maintain.

Asphalt Zipper submitted a Sole Source Justification letter for the Purchase of an Asphalt Zipper Machine attached as evidence and justification for sole-sourcing the Asphalt Zipper.

AZ 360B-173 Wheel Assist Model
The AZ 360B wheel assist machine will allow the City to use this machine with each of its backhoes because of Asphalt Zipper's proprietary "versa-mount" bucket mounting system with hydraulic clamps. This mounting system will accommodate a wide variety of back hoe buckets.

Further, Asphalt Zipper's unique "wheel assist" system will allow the operators to "wheel barrow" the machine into position rather than lift the Asphalt Zipper. All of this allows the City to benefit from the 3 foot wide and up to 12 inches deep pulverizing capability of the Asphalt Zipper.

Factory Direct Sales
In the United States, Asphalt Zipper attachment machines are sold factory direct to each customer through Asphalt Zipper's factory based and locally based sales employees. Asphalt Zipper is the manufacturer. They do not have dealer sales partners, but they do have service partners that assist with service and warranty work. This unique sales approach allows Asphalt Zipper to sell to customers all across the United States at the same low price.

Equipment
Asphalt Zipper AZ360WA-173, John Deere 173HP Inter-Cooled Turbo Diesel Engine, Magnum Duty Planetary, Hydraulic Bucket Clamps, Hydraulic Open Hatch, 3' Wide Heavy Duty Cutter-Head & Custom Wheel Assist (allows to use of the unit on the backhoe).

Service
Asphalt Zipper has a network of service partners throughout the United States and they stand behind every machine they sell. One of their partners in the Compton area is Coastline Equipment Company, a local John Deere Dealer located at 6188 North Paramount Boulevard, Long Beach, CA.

Delivery
The delivery time for the Asphalt Zipper 360-B173 is approximately 45 days from receipt of the purchase order.

Training
Asphalt Zipper will provide as much time for training as deemed necessary for our staff to be comfortable with the safe operation and maintenance of the Asphalt Zipper. Training will be conducted at the City Yard.

STATEMENT OF THE ISSUE
Staff received a single proposal from Asphalt Zipper, Inc. in the amount of **$135,926.63** for the Asphalt Zipper AZ360-B173 which includes a John Deere 173HP Inter-Cooled Turbo Diesel Engine, Magnum Duty Planetary, Hydraulic Bucket Clamps, Hydraulic Open Hatch, 3' Wide Heavy Duty Cutter-Head & Custom Wheel Assist (allows use of the unit on the backhoe).

ALTERNATIVE
If the City chooses to use another manufacturer's milling/trenching machine with similar production capability, it would typically cost several hundred thousand dollars and be significantly more expensive to operate and maintain.

FINANCIAL IMPACT
Funding for this purchase in the total amount of $135,926.63 is allocated in Public Works/Municipal Utilities 2014-2015 Fiscal Year's budget in account number 1520-710-0MR-4269.

RECOMMENDATION
Staff recommends the adoption of the attached Resolution.

GLEN W. C. KAU, P.E.
PUBLIC WORKS DIRECTOR AND MUNICIPAL
UTILITIES

APPROVED FOR FOWARDING:

G. HAROLD DUFFEY
CITY MANAGER

GHD:GK:JS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SALES AGREEMENT AND ISSUE A PURCHASE ORDER TO ASPHALT ZIPPER, INC. TO PURCHASE HEAVY EQUIPMENT FOR THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT

WHEREAS, the Public Works/Municipal Utilities Department is responsible for the maintenance of roadways, sewers, and streetscapes through planned and regular investments in the City's infrastructure; and

WHEREAS, in an effort to provide the most cost effective ways to maintain the City's streets with existing staff, the Public Works/Municipal Utilities Department is interested in the purchase of heavy equipment to repair roads throughout the City; and

WHEREAS, on December 19, 2013, City staff met with representatives of Asphalt Zipper, Inc. for a demonstration of the Asphalt Zipper machine on one of our City streets; and

WHEREAS after the demonstration, City staff decided that it was beneficial for the City to purchase this piece of heavy equipment; and

WHEREAS, road and highway maintenance projects requiring asphalt repair will be easier and more cost-effective with Asphalt Zipper machines; and

WHEREAS, Asphalt Zipper, Inc. is the sole manufacturer of the Asphalt Zipper AZ300, AZ360B, AZ500B, AZ600B and AZ800B portable milling/trenching machines and the Asphalt Zipper, Inc. machines are the only products that are considered "high powered, portable milling/trenching bucket attachments"; and

WHEREAS, the proprietary U.S. patent (#5388893) protected design of the Asphalt Zipper machine includes the unique "zip and go" buckets attachment feature; and

WHEREAS, staff received a single proposal from Asphalt Zipper, Inc. in the amount of $135,926.63 for the Asphalt Zipper AZ360-B173 which includes a John Deere 173HP Inter-Cooled Turbo Diesel Engine, Magnum Duty Planetary, Hydraulic Bucket Clamps, Hydraulic Open Hatch, and 3' Wide Heavy Cutter-Head & Custom Wheel Assist; and

WHEREAS, funds for the project in the amount of $135,926.63 are allocated in Public Works' 2013-2014 Fiscal Year's budget in Account No. 1520-710-0MR-4269.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Manager is hereby authorized to enter into a sales agreement with Asphalt Zipper, Inc. for the purchase of heavy equipment for the repair of roads throughout the City.

SECTION 2. That a purchase order shall be established in the amount of $135,926.63 for Asphalt Zipper, Inc.

SECTION 3. That funds in the amount of $135,926.63 are available in the Public Works/Municipal Utilities Department's 2014-2015 Fiscal Year budget in Account No. 1520-710-0MR-4269.

SECTION 4. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Public Works/Municipal Utilities Department.

SECTION 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ___ day of _____, 2014.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ___ day of _____, 2014.

That said Resolution was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

Asphalt Zipper®

November 6, 2014

City of Compton
205 S. Willowbrook Ave.
Compton, CA 90221

RE: Sole Source Justification for the Purchase of an Asphalt Zipper Machine

To Whom It May Concern:

Asphalt Zipper, Inc. is the sole manufacturer of the Asphalt Zipper AZ300, AZ360B, AZ500B, AZ600B and AZ800B portable milling/trenching machines. These machines are sold through our sales representatives and exclusive Independent Manufacturers Representatives direct to the customer. Because we sell essentially "factory direct" to the customer, we are able to provide these machines to the end customer at the lowest possible price.

The proprietary U. S. patent (#5388893) protected design of our machine includes the unique "zip and go" bucket attachment feature. The Asphalt Zipper, Inc. machines are the only products that we know of that are considered "high powered, portable milling/trenching bucket attachments". Self-propelled milling/trenching machines with similar production capability typically cost several hundred thousand dollars and are significantly more expensive to operate and maintain.

The vast majority of our customers report complete satisfaction with the capability and affordability of owning and operating their asphalt zipper machine. We would be pleased to provide additional information as needed.

Respectfully,
Douglas M. Angus
Douglas M. Angus
General Manager / CFO
Asphalt Zipper, Inc.

Asphalt Zipper®

SALES AGREEMENT

Order Date _____

BILL TO:
CITY OF COMPTON
205 S. WILLOWBROOK AVE.
COMPTON, CA. 90221

SHIP TO:
SAME

Customer Purchase Order No. _____
Customer Contact: JOHN STRICKLAND
Phone (310) 605-5500
Expected Ship Date: TBD
Fax (310) 604-3816
Expected Delivery Date: TBD

Machine Type: AZ360WA **Engine Type:** 173 HP JOHN DEERE **Cutterhead Size:** 36"

Extra Components:

Purchase Price:	$	124,990 00
DUEL AXEL TRAILER | SHIPPING & TRAINING	$	INCLUDED
CONTAINMENT GRIND BOX | WIRELESS REMOTE	$	INCLUDED
150 GALLON WATER SYSTEM | 25 EXTRA CUTTING BITS	$	INCLUDED
FULL WARRANTIES | BIT PULLER | BRASS HAMMER	$	INCLUDED
CARB CERTIFICATION | OWNERS & OPERATORS MANUALS	$	INCLUDED
	$	
Freight:	$	INCLUDED
Sub Total:	$	124,990 00
Less Deposit:	$	—
Taxes (if any):	$	10,936 63
Balance Due: On Delivery	$	135,926 63

In-house Rep: SHANE BECK **Mileage** 664
Quality Control: CHRIS WALLER
Delivered by / Asphalt Zipper Co. Representative:
TBD
Ordered by Customer / Authorized Representative
_____

I, _____, an authorized agent for the above customer took delivery of the above described equipment, Serial No. _____ Trailer Serial No. _____

at _____ (City), _____ (State) on _____ (Date). _____ (Signature)

FOR TERMS AND CONDITIONS OF THIS AGREEMENT SEE BACK OF THIS PAGE.

White - Asphalt Zipper Yellow - AZI Rep Pink -Customer

310 West 700 South, Pleasant Grove, Utah. 84062 (801) 785-0706 *Fax* (801)785-0892 Customer Service (888) 805-3010
Sales Office: (888) 947-7378 or (801) 772-0900 www.asphaltzipper.com

Form modified 1/6/2005

#14.

TERMS AND CONDITIONS

1. **Delivery.** Delivery of the Goods to Purchaser shall take place when physical possession of the Goods is given to Purchaser or to a carrier for shipment to Purchaser, whichever occurs first. Title and risk of loss shall pass to Purchaser upon delivery. Purchaser authorizes Seller to deliver the Goods as they become available for delivery unless otherwise noted above.

2. **Inspection; Notification.** Purchaser must inspect the Goods, at its sole expense, and notify Seller of any claimed defect within TEN (10) days after receipt of such Goods, or it shall be deemed to have accepted the Goods. Any claim for shortages, delays or damages occurring after delivery to a carrier shall be made directly to the carrier and Seller shall have no liability with respect to any such alleged shortages, delays or damages.

3. **LIMITED WARRANTY AND DISCLAIMER OF ADDITIONAL WARRANTY**
The Goods are sold subject to such warranties as are made in writing by the manufacturer. THE FOREGOING WARRANTY WITH RESPECT TO THE GOODS IS IN LIEU OF AND SELLER SPECIFICALLY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR USAGE OF TRADE UNLESS OTHERWISE NOTED.

4. **LIMITATION OF LIABILITY; EXCLUSION OF CONSEQUENTIAL DAMAGES.** SELLER'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND, INCLUDING WITHOUT LIMITATION BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, NEGLIGENCE AND STRICT LIABILITY IN TORT, FOR LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH OR RESULTING FROM GOODS SOLD BY SELLER, OR THE PURCHASE, USE OR PERFORMANCE OF THE GOODS SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID FOR SUCH GOODS. IN ADDITION, IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR THIRD PARTIES FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATIONS LOSS OR PROFITS OR REVENUE, LOSS OF USE OF THE GOODS, COST OF CAPITAL OR CLAIMS BY PURCHASER, PURCHASER'S CUSTOMERS OR OTHER THIRD PARTIES FOR DAMAGES RESULTING FROM PROPERTY DAMAGES OR PERSONAL INJURY. No liability whatever shall attach to Seller if Seller has not received complete payment for Goods. The failure of any of the Goods purchased by Purchaser to fulfill any applicable warranty shall not affect the liability of Purchaser to Seller with respect to any such Goods or obligation of Purchaser to Seller. Seller shall make reasonable efforts to assist Purchaser in obtaining proper adjustments under any manufacturer's warranty.

5. **Waiver.** The failure of Seller to insist upon performance of any provision in this contract shall not be construed as waiving the provision and it shall remain in effect.

6. **Notices.** All notices required or permitted in this Agreement shall be in writing and sent by certified U.S. Mail, postage prepaid, to Seller or Purchaser at the address stated on the reverse side or to the address as either party may from time to time advise in writing.

7. **Entire Agreement.** The express terms of this Agreement, including all documents incorporated by reference, if any, constitute the final and entire statement of agreement between Purchaser and Seller, and no previous representation, expression or agreement, either in writing or oral, shall vary the terms of this Agreement. The express terms of this Agreement shall not be supplemented or contradicted by course of dealing, usage of trade or course of performance under this or any other agreement.

8. **Modification.** No modification or amendment of this Agreement shall be effective unless written on this Agreement and initialized by Seller's authorized representative or contained in a separate writing signed by Purchaser and Seller. Other statements or actions by sales people or others shall not be valid unless and until so written and accepted as required.

9. **Attorney's Fees.** In any action or suit arising out of this Agreement, the losing party shall pay to the prevailing party reasonable attorney's fees and all other costs and expenses.

10. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

Purchaser has read, understands, and agrees to the terms of this Agreement and is authorized to execute this Agreement.

#14.

Asphalt Zipper®

The World Leader in Portable Reclamation



The most cost-effective and productive way to repair roads and open utility trenches!

What Road Professionals Are Saying



"In my 25 years in construction, prior to spending 11 years as a professor at the University of Florida, I feel the Asphalt Zipper is the most innovative product I've seen come out of the construction industry in my time."

Dr. Charles R. Glagola, P.E.
University of Florida; NOVA Juror



"I have been in this road business for 42 years. We have to find a way to make our money go farther and the Zipper is the best game in town that we have found. It totally exceeded my expectations."

Jerry Sikes
Public Works Director
Suwannee County, FL



"I have seen the bigger machines work and I was skeptical of whether this smaller machine could wind up with the same type of product. Once you see the finished product, there is no difference. This machine will do everything that I have seen the bigger machines do."

Charlie Tewalt
Supervisor
Mt. Vernon, WA

"Budget is ever on my mind. I am constantly looking for things that will save us time and money. This piece of equipment has saved us both money and time. You can't get any better than that."

Pat Bell
Commissioner
Jackson County, GA



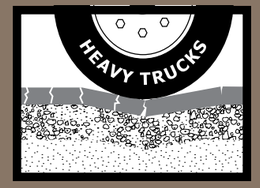
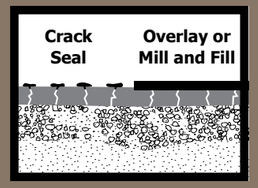
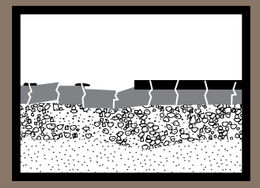
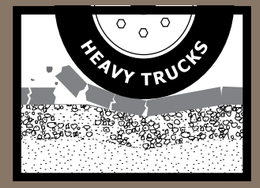
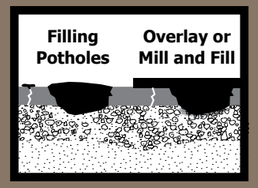
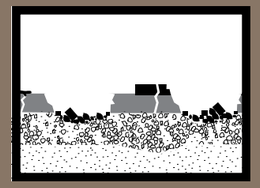
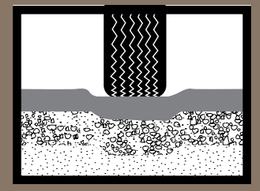
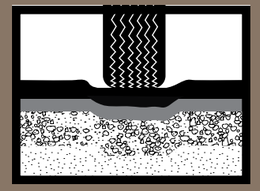
"The good thing about it is every time I use it I am saving money. If you're not Zipping, you are wasting money."

Jerry Haynie
Road Manager
Lafayette County, MS

Visit www.asphaltzipper.com to view the interviews of these and many other road maintenance professionals.

You can waste your time and resources doing temporary fixes over and over …

Many common solutions to road and street problems are only temporary.

SYMPTOMS	UNDERLYING PROBLEMS	COMMON SOLUTIONS	LONG-TERM RESULTS
 **Alligator Cracking**	 Insufficient or deteriorated base flexes under heavy loads, causing cracks.	 Surface is sealed or covered, but underlying base problem persists.	 Cracks soon reappear and get worse.
 **Potholes**	 Cracks encircle areas that eventually are flipped out.	 Pothole is filled or covered, but base is still compromised.	 Cracks continue to surface; potholes reappear and widen.
 **Rutting & Shoving**	 Unstable, insufficient, or deteriorated base buckles and warps under heavy loads.	 Raised areas are milled down and an overlay is applied.	 Because underlying problem was not addressed, ruts return in new surface.

All of which ultimately lead to …

RECONSTRUCTION

A time-consuming and expensive process



Generally, the old asphalt has to be ripped up and hauled off, the subsurface replaced with new fill, the roadbed recompacted, and the road repaved.



"Surface treatment … is like putting lipstick on a pig—you can doll it up all you want to, but you still have a pig."

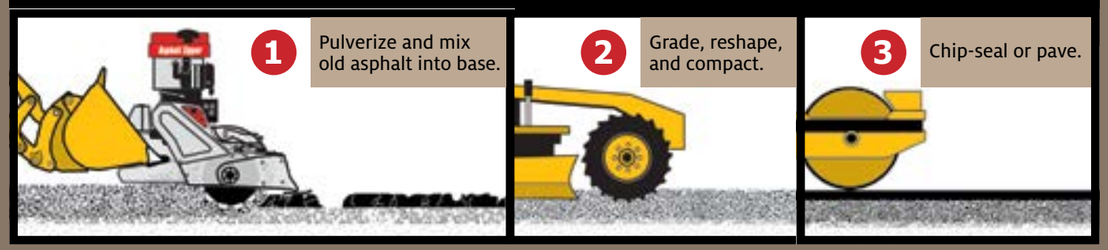
Terry Garrett
Road Superintendent
Brownwood, TX

OR

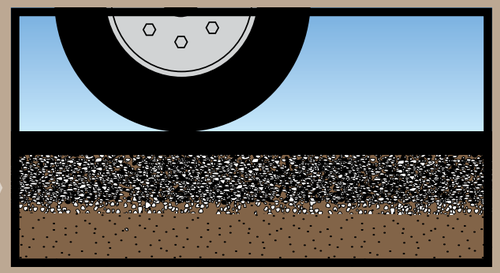
You can solve the problems quickly and permanently …

One cost-effective approach solves most common road and street problems.

FULL-DEPTH RECLAMATION WITH THE ASPHALT ZIPPER®



LONG-TERM SOLUTION



New, stabilized base keeps problems from reappearing.



"Full-depth reclamation projects we did ten years ago, we haven't had to do anything to."

Fred Nardini
County Commissioner
San Patricio County, TX

#14.

How Full-Depth Reclamation Works

"Full-depth reclamation is a reclamation technique in which the full, flexible pavement section and a predetermined portion of the underlying materials are crushed, pulverized, or blended, resulting in a stabilized base course."

Asphalt Recycling and Reclaiming Association



"I saw a need immediately with the Zipper in being able to reclaim that asphalt and incorporate it right back into the project, instead of wasting it."

Doug Davis, P.E.
County Engineer
Muskingum County, OH



"The best part is that when we grind it we have a product we can use. It's not a waste product anymore. We can take a waste product and turn it into money and put it back in our pocket."

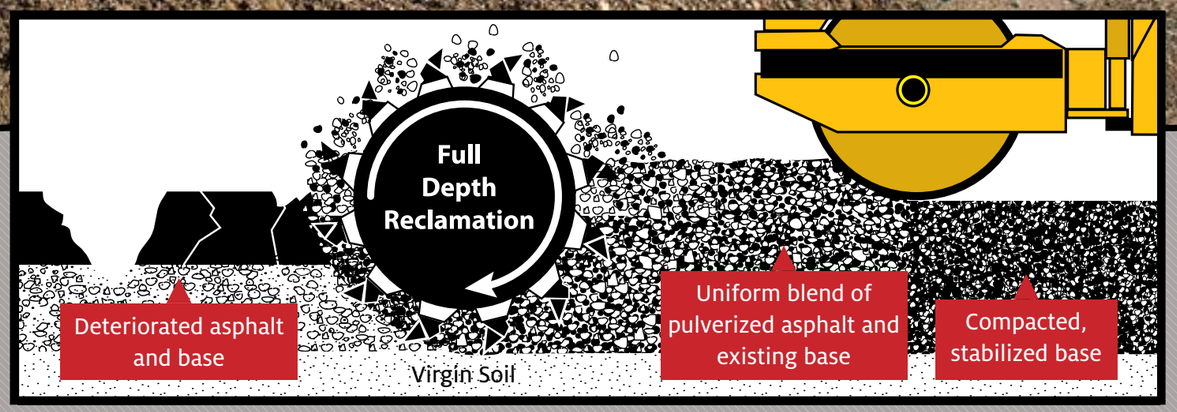
Joe Hoke
Road Superintendent
Del Norte County, CA





"This material is wonderful for making a perfect base. We did cost studies using different types of reclamation processes and we found this one to be the least expensive."

Bob Johnson
Public Works Director
Glenn County, CA



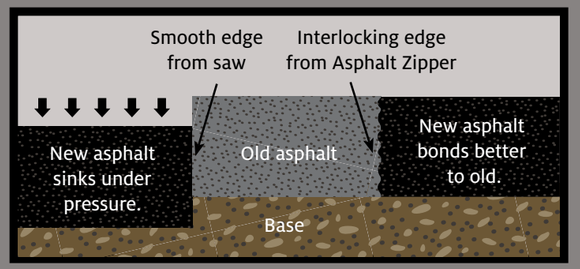
Superior Straight Edge

Creates better bonding surface than a saw-cut edge.



University research has shown that the Zipper edge improves patch joint bond strength by 25 percent over a saw-cut edge.

Guthrie, PhD; Egget, PhD; Woffinden, EIT, "Effect of Scarification on Asphalt Patch Joint Strength," Transportation Research Board Annual Meeting, 2005.





"The Zipper makes a very clean edge, which enables the asphalt crews to come in and join that and have a cold lap joint with no problem whatsoever."

J. J. DeCorby
Superintendent, Surerus Pipeline, Inc.
British Columbia

One Machine, Multiple Uses

FULL-WIDTH ROAD REPAIR



"We can do a mile a day. What would have taken 6 to 8 weeks to dig out, we did in 2 weeks with the Zipper."



Stephen Stangland
Road Superintendent
Lake County, CA

SHOULDER STABILIZATION



"It used to take 2 guys a full day to do what we do in less than 2 hours with the Zipper."



Mike Stenhouse
Street Superintendent
Renton, WA

GRAVEL ROADS



"We also use it on our gravel roads. They're hard as a rock! We can do up to a mile and a half in one day."



Edgar Laney
County Commissioner
Palo Pinto County, TX

PATCHING/POTHOLES



"Where we used to be able to do 2 a day when we did dig-outs, now we can do 10 to 15 with the Zipper."



Russ Harvey
Operations Manager
San Juan County, WA

PARKING LOTS



"We can pulverize a 10,000 to 17,000 square foot parking lot by mid-morning and have it graded and ready to pave by mid-afternoon."



Jay Armstrong
President, McCann Paving
Stratford, Ontario, Canada

OPENING UTILITY TRENCHES



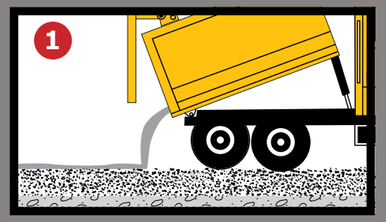
"We're able to grind a 1000 feet long ditch 9 feet wide in 2 hours to get ready to excavate. It would normally take us 2 days!"



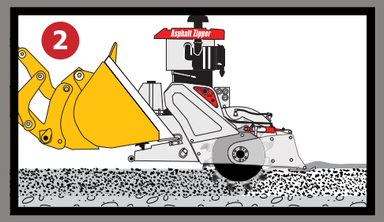
Frank Triplett
Water Division Manager
Spokane, WA

Using Additives

Mixing in additives with the Asphalt Zipper®can provide even greater stability and strength.



Spread additional material or additive (crushed rock, cement, fly ash, lime, etc.).



Uniformly blend with an Asphalt Zipper.



"I can't think of a more cost-effective and sustainable way to eliminate chronic pavement distresses than through FDR (full-depth reclamation). It has been my experience that the incorporation of small amounts of additives such as cement or fly ash can turn even the worst roadways into stronger, more durable, and longer-lasting pavements."

Greg Halsted, P.E.

Milling with the Asphalt Zipper®

While the Asphalt Zipper is primarily used for full-depth reclamation, users are also realizing significant cost savings by using it for partial-depth milling operations as well.



"With labor, fuel, and asphalt the total job for all four decks came in at just under $100,000, saving the state $250,000."

State Department of Transportation

"We use it for everything. We use it on softball diamonds, trenching, for reclaiming, and on our gravel roads. The more we own it, the more we find to use it. Once you have it, you aren't going to live without it. Really."



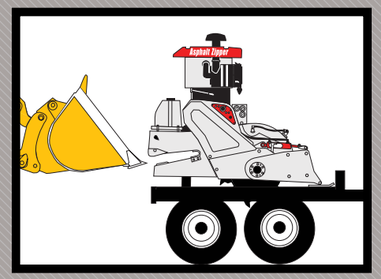
Frank Shea
Street Superintendent
Wilbraham, MA

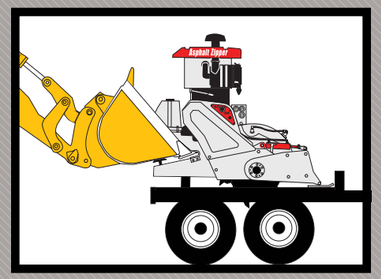
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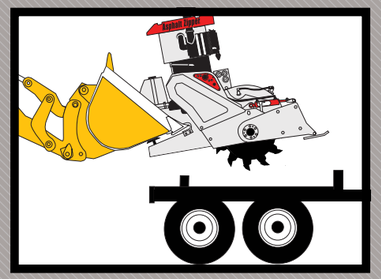
Versa-Mount™ Easy-Connect System



Asphalt Zipper's patented Versa-Mount™ universal bucket mounting system allows the Zipper to fit the widest possible range of loaders, backhoes, and skid steers. The Asphalt Zipper® mounts securely in just minutes. Optional quick-connect system also available.









"One of the things we like about it is the portability. We can put it on any loader we've got in any section. I have six sections in the county and one Asphalt Zipper. It's a do-all piece of equipment."

Paul Wynek
Supervisor of County Roads
Burlington County, NJ







Easy to Operate



"Our crew has really liked it. It is easier on them to do a good day's work."

Wayne Dierlam
County Commissioner
Victoria County, TX

Easy to Transport

on custom trailer (included)



"It's great; the guys love it. It's real simple, easy to transport, and easy to use."

Marty DiAlexander
Street Supervisor
Ft. Lauderdale, FL

Easy to Maintain



"The guys like it a lot. It makes their job simpler for them. … The amount of maintenance I have had to do on it … has been very minimal and it makes my job easier."

Chuck Callari
Fleet Manager
North Miami Beach, FL

Superior Results That Cost Less



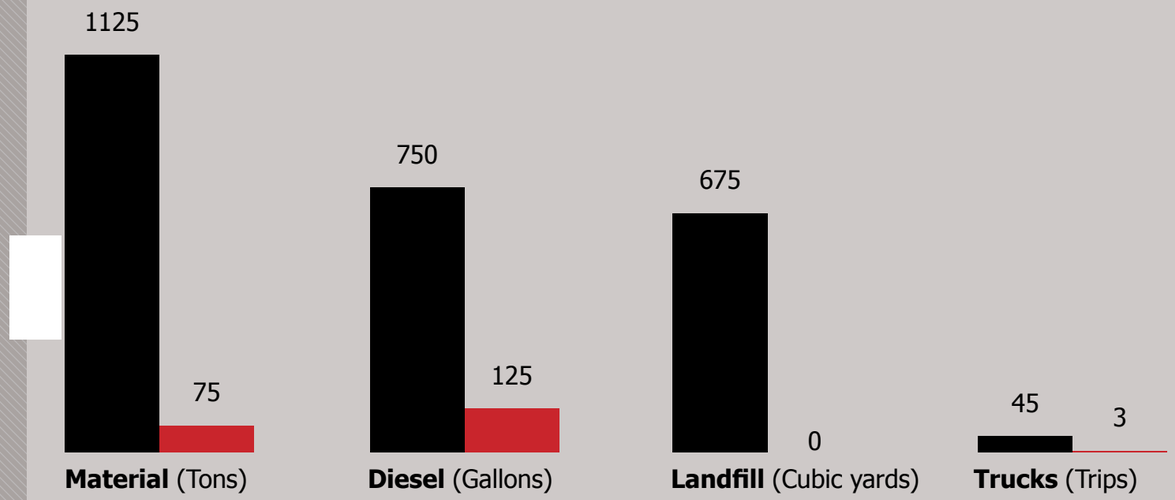
"There's no way the Zipper can't save money—unless you purchase it, park it in the garage, and never use it."

Tracy Jackson
Street Superintendent
Lincoln, IL

Zipper users report significant cost and time savings in their road repair and trenching work.

Comparative Cost of Full-Depth Reclamation (FDR) versus Conventional Reconstruction

Quarter-mile 24-foot-wide road with 6" thick asphalt



Source: Portland Cement Association study.



"Whether you're going to be out there 2 weeks with a crew or 4 hours—that's your justification for purchasing a Zipper."

Richie Beyer, P.E.
County Engineer
Elmore County, AL



"We can mobilize within minutes and get done in a couple of days what would have taken us weeks."

Kelvin Baker
Director
North Miami Beach, FL



"We can do more in a day with the Zipper than we could do the old way with a backhoe in a week."

Jake Sones
Road Manager
Lamar County, MS



"When we saw it cut 300 feet of trench in 20 minutes we were all standing around with our mouths open. We can now do in 15 to 20 minutes what used to take all day."

Johnny Beane
Utility Superintendent
Blacksburg, VA

4 Ways Zipper Owners Are Saving Money:

1 **Reusing existing material and reducing expense of material haul-out and haul-in**



"The taxpayers have already paid one time for what's on the road. Why make them pay for something else when you can reuse what's already there? We're cutting our costs and time at least in half!"

Dennis Corder
District Supervisor
Pontotoc County, MS

2 **Doing work in-house with own crews**



"I don't have to bring in outside contractors. We can get the job done between ¼ and ⅓ of what the bids are for."

Bruce Hamann
Commissioner
Will Township, IL

3 **Cutting down on repeat repairs**



"With the Zipper you can fix it and be done permanently. You're not coming back on a repeat and wasting money. You're doing it once, doing it right. That's where the Zipper really pays off."

Jerry Meyer
Commisioner
Washington Township, IL

4 **Freeing up labor and resources for other projects**



"What would have taken 6 guys all day, 2 guys can do in 1½ hours. Doing a job in ⅓ of the time means you can now move onto other city services that need to be done and the money saved can be used for other jobs."

Jay Olson
Public Works Director
Crown Point, IN

Are you already paying for a Zipper without getting the benefits?



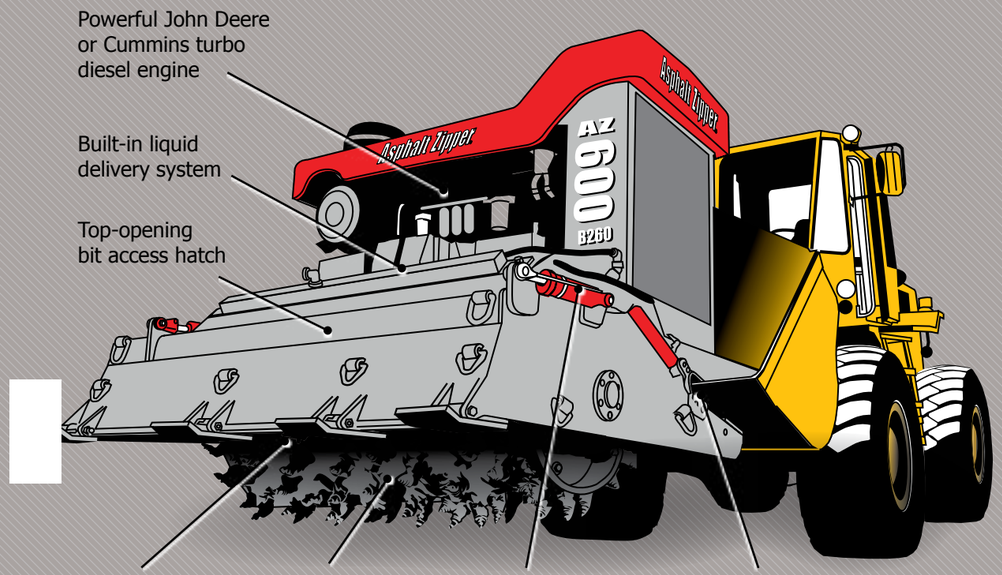
"When we saw this product it was mid-budget year. It was not in our budget. We were going to spend the money anyway. We were going to spend it and throw it away and spend it again every time. Why not buy this piece of equipment, become more productive and eliminate those costs forever? It took some swaying from the rules but it has worked out beyond even our finance office's expectations."

Mark Eddington
Utility Superintendent, Pompano Beach, FL

Anatomy of a Zipper

Six Sigma Certified Manufacturing

Asphalt Zipper's Six Sigma Black Belt-certified engineers employ proven methodologies to minimize defects and variability in every aspect of the design and manufacturing process.



Precision Engineering

Over the years our dedicated team of engineers responding to the input and needs of customers have set new benchmarks in design, power and performance. Four generations of machines later, utilizing state-of-the-art design and manufacturing methods, Asphalt Zipper builds the most productive and affordable asphalt reclamation attachments in the world.

Wide Range of Models

AZ-800B	8 foot	2.4 meter
Fits large loaders		
Cutting Width	**96"**	**2438 mm**
Maximum Depth	**12"**	**305 mm**
Engine Type	**Cummins**	
Engine Sizes	**203 hp | 260 hp**	
Weight	**11,500 lbs.**	**5,216 kg**
Other cutting widths available		



AZ-500B	4 foot	1.2 meter
Fits mid to large loaders		
Cutting Width	**48"**	**1219 mm**
Maximum Depth	**12"**	**305 mm**
Engine Type	**John Deere | Cummins**	
Engine Sizes	**99 hp | 140 hp | 173 hp | 203 hp | 260 hp**	
Weight	**8250 lbs.**	**3742 kg**
Other cutting widths available		
3' model available (AZ-400B)		



AZ-600B	6 foot	1.8 meter
Fits mid to large loaders		
Cutting Width	**72"**	**1829 mm**
Maximum Depth	**12"**	**305 mm**
Engine Type	**John Deere | Cummins**	
ngine Sizes	**173 hp | 203 hp | 260 hp**	
eight	**9450 lbs.**	**4286 kg**
her cutting widths available		



AZ-360B	3 foot	0.9 meter
Fits most loaders		
Cutting Width	**36"**	**915 mm**
Maximum Depth	**12"**	**305 mm**
Engine Type	**John Deere**	
Engine Sizes	**66 hp | 99 hp | 140 hp | 173 hp**	
Weight	**7100 lbs.**	**3221 kg**
Other cutting widths available		
4' model available (AZ-480B)		



AZ-300B	2½ foot	0.8 meter
Fits most backhoes		
Cutting Width	**30"**	**762 mm**
Maximum Depth	**10"**	**254 mm**
Engine Type	**John Deere**	
Engine Sizes	**66 hp | 99 hp**	
Weight	**4500 lbs.**	**2041 kg**
Other cutting widths available		



AZ-212B	2 foot	0.6 meter
Fits most backhoes		
Cutting Width	**24"**	**610 mm**
Maximum Depth	**12"**	**305 mm**
Engine Type	**John Deere**	
Engine Size	**66 hp | 99 hp**	
Weight	**4700 lbs.**	**2132 kg**
Other cutting widths available		



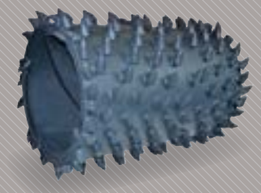
Cutter Heads

Choose the type of cutter head best suited to your needs. Cutter heads are available in 18", 24", 30", 36", 4
48", 72", and 96" widths. Custom sizes also available.



Standard

Good all-around cutter head for a wide variety of jobs. Designed to handle most asphalt recycling applications.



Extra Fine

Produces finer material. Engineered specifically for thinner deteriorated asphalt.



Z-Mag

Our heaviest-duty cutter head, engineered to provide greater production in thicker asphalt.

GrindBox™



Enhanced pulverizing capability in thin, cracked and severely alligatored asphalt

Using an asphalt grinder of any type on chip seal or on thin or badly alligatored asphalt typically leaves larger chunks in the finished product. The increased processing capability of Asphalt Zipper's GrindBox™ (patent pending) produces the finest material achievable in this type of material.

Water System





Quick-Connect with Side Shift and Tilt



Asphalt Zipper's optional quick-connect system secures into the Versa-Mount™ bucket slot. Its side shift and tilt capability provides an impressive 36 inches of reach and 9 degrees of tilt, making profiling and grinding next to curbs a snap. Also, the quick-connect system can be removed when you want to use the Zipper on other loader buckets.

Asphalt Zipper received the NOVA Award, the preeminent international award for innovation in construction.



"The NOVA Award is the pinnacle; it's recognized as the top award in construction worldwide."

Dr. Robert I. Carr, P.E.
Professor of Engineering
University of Michigan



"Of all the companies I have dealt with, I would put Asphalt Zipper right at the top."

Tim Dow
Superintendent
Lisbon, NY



"You can't beat it. We are all in the same budget crunch, and the best bang for your dollar is through a machine like this. I haven't seen anything that will equal the Asphalt Zipper. I would recommend it 150%."

Virgil Hardy
Public Works Manager
Siskiyou County, CA



"Once you have had one, you will never want to go away from it. It's a great company. It's a great machine. These are the guys to work with."

Tad Blanton
Supervisor
Medford, OR



"Until you see one at work, you won't believe what this machine will do. It will cut a road as good as any big machine I have seen, and cost-wise you can't beat it. This is one of the best pieces of equipment we have bought."

Rodney Colvin
Road Foreman
Lincoln Parish, LA



"It's really about the utilization of our manpower. It's like having a fourth or fifth or sixth guy on the crew. It is an excellent machine."

Gary Fenstermaker
Public Works Director
Snowflake, AZ



"It will pay for itself in a short period of time. The guys love it. They know no piece of equipment will ever take the place of a good man but this equipment helps a good man do a better job."

Mike Ackerman
Street Supervisor
Round Rock, TX

For more information or to schedule a demo, call

1-888-ZIPPER-8

(1-888-947-7378)

www.asphaltzipper.com

LOCAL REPRESENTATIVE

© 2011 Asphalt Zipper

Asphalt Zipper®

Specifications

Asphalt Zipper® Model AZ-360WA/173



Engine Options Turbo Diesel	POWERED BY JOHN DEERE 173 hp
Torque (ft. lbs.)	527
Cutting Speed (sq. ft. per hour)*	3,600
Weight (lbs)**	9,500
Cutting Depth	0″ up to 12″
Cutting Width	36″ (30″, 24″, 18″ optional)

Planetary	Fairfield Intercooled
Transport	Tows Behind 1 Ton Pickup on its own trailer
Mounting	Most Backhoe Buckets
Cutting Teeth	Bullet-Head Carbide Tipped
Depth Control	Electro Hydraulic
Additional Features	Hydraulic Bucket Clamps

*Based on average asphalt thickness up to 5-6” thick. Actual results may vary depending on asphalt hardness, temperature, oil content, age, desired grind, etc.
**With standard 36” cutter head installed. Asphalt Zipper® reserves the right to change specificatio e. U.S. Patent No. 7036252, 7066555, 7144087. Other U.S. and Canadian patents pending

#14.

AZ-360 Wheel Assist Asphalt Zipper Model



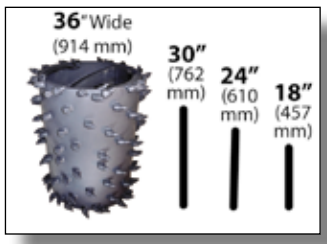
The AZ-360 Wheel Assist Model now makes it possible to use a larger Asphalt Zipper model on a backhoe. The three foot Zipper with the large 173 hp engine means your productivity just doubled. And the steerable front wheels enable you to steer this model with uncanny accuracy. Your backhoe has now become at high-powered reclamation machine. Active-hydraulic depth control, hydraulic bucket clamps and top opening bit inspection hatch make it easy to use and maintain. The AZ-360WA transports easily on its own trailer behind a one ton pickup truck. It connects and disconnects to the bucket of your loader in just minutes. Simply said, Asphalt Zipper's® award winning attachments make opening trenches and full-depth reclamation easy and very affordable.



John Deere® Diesel Engines deliver power directly to the cutter head.



Hydraulic Steering via remote control makes controlling this model a pleasure.



Computer Engineered Cutter Head with replaceable bullet head, carbide-tipped cutting teeth.



Top Opening Bit Hatch provides easy access to bits and blocks.



Active Hydraulic Depth Control located on the side for accurate and easy depth adjustment by the groundsman.



Versa-Mount™ Patented Bucket Mounting System allows you connect or disconnect in minutes.



Transports On Its Own Tandem Axle Trailer behind a one ton pickup truck, saving hundreds on mobilization and transportation.



Wireless Remote enables groundsman to steer and control Zipper up to 30 feet (9 m) away.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SALES AGREEMENT AND ISSUE A PURCHASE ORDER TO ASPHALT ZIPPER, INC. TO PURCHASE HEAVY EQUIPMENT FOR THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT**

Glen Kau	**11/6/2014 5:53:21 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**11/19/2014 7:23:35 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**11/17/2014 5:52:12 PM**
CITY CONTROLLER	DATE
Johnny Ford	**11/17/2014 5:19:08 PM**
CITY MANAGER	DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 25, 2014

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **JON THOMPSON, FIRE CHIEF**
COMPTON FIRE DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH SOUTH COAST EMERGENCY VEHICLE SERVICE FOR ROUTINE MAINTENANCE AND REPAIR ON CITY FIRE APPARATUS**

SUMMARY

This resolution authorizes the City Manager to establish a purchase order with South Coast Emergency Vehicle Services in an amount not-to-exceed the amount of $35,000.00.

BACKGROUND

This is the Fire Department's second requested for a purchase order in this fiscal year. This request is due to unforeseen mechanical breakdowns to our aging fleet. South Coast Emergency Vehicle Services continues to meet the Fire Department's needs in terms of quality and apparatus returned expeditiously in a ready to go condition.

Due to the Department's high volume of emergency responses and aging fleet of apparatus, it is imperative that the City employ experienced and proven vendors to maintain the operability of the Fire Department's emergency vehicles. The City has no vendor in the City's boundaries that provide maintenance and repair for fire apparatus.

STATEMENT OF THE ISSUE

The Fire Department is requesting a purchase order for South Coast Emergency Vehicle Services, a vendor that when called upon has provided fast and reliable services keeping our apparatus in service as opposed to out of service awaiting repairs.

Annual apparatus maintenance and repair for the Fire Department's emergency vehicles are essential for safe and efficient emergency response and operation. The Department performs routine apparatus and equipment inspections on all apparatus daily to ensure that preventive maintenance guidelines are adhered to and that there are no defects with regard to fire engine operations. Furthermore, all vehicles are required to meet the Department of Transportation and

California Highway Patrol regulatory statutes with regards to emergency vehicles.

This vendor provides competitive pricing and has an experienced and professional staff of diesel mechanics to meet the Fire Departments maintenance and repair needs. Additionally, this vendor provides other services, such as pick-up and delivery and emergency roadside services at no additional charge.

Therefore, it would be in the best interest of the City of Compton Fire Department to use South Coast Emergency Vehicle Services to provide apparatus maintenance and repair for the remainder of the 2014-2015 Fiscal Year.

City Council approval is needed because the expenditures for this vendor have exceeded the City Manager's $25,000.00 spending authority.

ALTERNATIVE

The alternative would be for the Fire Department to use other vendors that have a much smaller staff of diesel mechanics and do not have the experience working with First Responder Apparatus, unlike the selected vendor we have chosen above. This would not be a responsible decision in terms of effective and efficient management of the City's resources.

FISCAL IMPACT

Total estimated cost of future preventive maintenance and repair to the Fire Department's emergency apparatus are thirty-five thousand dollars ($35,000.00). The funds for said purchase order shall come from the Fire Department's 2014-15 Fiscal Year Budget in Account No. 1001 690 000 4229.

RECOMMENDATION

It is recommended that Council approve the attached resolution.

JON THOMPSON
FIRE CHIEF

APPROVED TO FORWARD:

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH SOUTH COAST EMERGENCY VEHICLE SERVICE FOR ROUTINE MAINTENANCE AND REPAIR ON CITY FIRE APPARATUS

WHEREAS, the Fire Department needs its apparatus to be maintained in a constant state of readiness to respond to emergent situations; and

WHEREAS, due to the Fire Department's high volume of emergency responses and aging fleet of apparatus, it is imperative that the City employ experienced and proven vendors to maintain the operability of the Department's emergency vehicles; and

WHEREAS, the City does not have a diesel service center that provides specialized service and repair for fire apparatus; and

WHEREAS, due to unforeseen mechanical breakdowns to the Department's aging fleet, there is a need to request a purchase order to pay for services needed for the remainder of Fiscal Year 2014-2015; and

WHEREAS, South Coast Emergency Vehicle Services provides competitive pricing and has an experienced and professional staff of diesel of diesel mechanics to meet the Department's maintenance and repair needs; and

WHEREAS, funds for said purchase order is available in the Fire Department's 2014-2015 Fiscal Year budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the City Manager is authorized to establish a purchase order for South Coast Emergency Vehicle Service in an amount not to exceed Thirty-five Thousand Dollars and No Cents ($35,000.00).

Section 2. That the funds for said purchase order shall come from the Fire Department's 2014-2015 Fiscal Year budget, Account No. 1001 690 000 4229.

Section 3. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller and the Fire Department.

Section 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ___ day of _____, 2014

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2014.

That this Resolution was adopted by the following vote, to wit:

AYES: **Council Members-**
NOES: **Council Members-**
ABSTAINS: **Council Members -**
ABSENT: **Council Members-**

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Fire Department**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE OREDER WITH SOUTH COAST EMERGENCY VEHICLE SERVICE FOR ROUTINE MAINTENANCE AND REPAIR ON CITY FIRE APPARATUS**

Jon Thompson — **11/17/2014 12:20:54 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **11/18/2014 6:58:00 PM**
CITY ATTORNEY — DATE

Stephen Ajobiewe — **11/17/2014 6:04:20 PM**
CITY CONTROLLER — DATE

Kelly Montgomery — **11/17/2014 5:46:58 PM**
CITY MANAGER — DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 25, 2014

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **GLEN W.C. KAU, DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF MV TRANSPORTATION, INC., AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIXED ROUTE TRANSIT SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER FOR THE OPERATION AND MAINTENANCE OF THE COMPTON RENAISSANCE TRANSIT SYSTEM**

SUMMARY

This resolution will accept the proposal submitted by MV Transportation, Inc. and authorize the City Manager to enter into a three (3) year (i.e. November 2014 through November 2017), fixed route transit service agreement with an option to extend said agreement for two (2) one (1) year periods, and issue a purchase order for the operation and maintenance of the Compton Renaissance Transit System.

BACKGROUND

The Compton Renaissance Transit System was developed in October 1995 and developed in conformance with the Public Transportation section of the Circulation Element of the General Plan.

The City of Compton's Renaissance Transit System service has been an integral part of the community for 19 years serving both residents of Compton and adjoining communities. The Renaissance Fixed Route Transit System provides feeder service to the regional and sub-regional transit system, as well as the Metropolitan Transit Authority (MTA) Blue Line Light Rail Transit System and Regional Bus Transit System.

The Renaissance Transit Bus System consisting of five (5) routes citywide and is currently maintained and operated by MV Transportation. MV Transportation operates the Renaissance Transit Service from 7:30 am to 3:30 pm each weekday and from 9:00 am to 3:00 pm on Saturdays using the City's fleet of 6 Compressed Natural Gas buses.

MV Transportation has been operating the Renaissance Transit Buses since 2003 and has been committed to providing good service to the City of Compton. MV Transportation has a long standing team dedicated to the management and operation of the Compton services based in MV Transportation's Paramount, CA location. The current agreement with MV Transportation expires on November 19, 2014.

#16.

Staff Report – Authorize Contract with
MV Transportation, Inc./Operation of
Compton Renaissance Transit System
November 25, 2014

On April 22, 2014, the Public Works/Municipal Utilities Department advertised a "Request For Proposals" for the operation and maintenance of the Compton Renaissance Fixed Route Transit System for a period of three (3) years with two (2) one (1) year options.

The RFP requested that the Contractor (s) proposal include the following:

- Qualifications
- Management Structure and Key Personnel
- Financial Viability
- Operations Plan
- Storage and Maintenance Program
- CNG Experience and Management Plan
- Cost

On May 22, 2014, the City received one (1) proposal summarized as follows:

Name of Company	**Ranking**	**1st Year**	**2nd Year**	**3rd Year**	**Total Bid**
MV Transportation, Inc.	1	$748,113.96	$756,391.97	$775,279.90	$2,279,785.83 over 3 years

Qualifications

MV Transportation is the largest American owned transportation company and the largest provider of paratransit services in North America. MV Transportation state-wide and regional presence is also significant. It is the largest provider of privately contracted paratransit and fixed route services in California. The company currently operates 30 contracts in Southern California and more than 100 locations across the State. MV Transportation, Inc. has provided great service to the City of Compton operating the Renaissance Transit System.

Management Structure and Key Personnel

MV Transportation will leverage the staff resources at its Paramount, CA operation to provide the City with access to the General Manager, Operations Manager/Site Supervisor, Maintenance Manager, Safety and Training Manager, and the Regional Vice-President to provide regional and corporate support to the City.

Additionally, three out of six Compton operators have more than 10 years of experience driving for the City, two operators have more than five years, and one has just a year with Compton but more than 10 years driving for MV Transportation at the Paramount, CA location.

Additionally, MV Transportation will make special efforts to attract qualified operators from Compton to fill open positions. These efforts include publication of notice in the local press, local media advertisements and posted notices, and notification at the local unemployment office of available positions.

Financial Viability

MV Transportation's financial position is solid and has strengthened over the last two years. The company has the financial resources and wherewithal to meet its financial obligations. MV Transportation maintains credit with a major commercial bank with a line of credit of up to $150 million.

Operations Plan

MV Transportation performs all administrative and maintenance from its facility located at 7209 East Rosecrans Avenue, Paramount, CA which is just 4 miles from the service area. MV Transportation location reduces overall cost for the City and ensures timely response to any service issues. MV Transportation will enhance service quality through improved feedback on operator performance and quarterly operational meetings.

Storage and Maintenance Program

MV Transportation bases operations, dispatching, training, maintenance, cleaning, fueling, and vehicle storage from its current Paramount, CA facility. This facility provides approximately 1,500 square feet of operations space with five offices and five workstations, a dispatch office, operator break area, and a training room.

CNG Experience and Management Plan

MV Transportation has specific CNG training programs administered by the Maintenance Manager. The Maintenance Manager ensures proper procedures are followed that include detailed instructions on the proper use of engine oil for alternatively fueled vehicles. MV Transportation has developed an excellent relationship with the Natural Gas Vehicle Institute and vendors to provide training in the maintenance, diagnosis and repair of compressed natural gas vehicles.

Cost

The cost to provide operation and maintenance of the Compton Renaissance Transit System for a three year period is as follows:

1st Year	2nd Year	3rd Year	Total Cost
$748,113.96	$756,391.97	$775,279.90	$2,279,785.83 over 3 years

STATEMENT OF THE ISSUE

Upon review of the proposal, staff has determined that it is in the best interest of the City of Compton to accept the proposal submitted by MV Transportation, Inc for $748,113.96 - 1st Year, $756,391.97 – 2nd Year, and $775,279.90 -3rd Year. Additionally, the City, at its discretion, may elect to exercise two (2) one year options at a cost of $792,577.94 - Option Year 1 and $811,219 – Option Year 2.

Therefore, the Public Works/Municipal Utilities Department is requesting City Council authorization to enter into a three (3) year fixed route transit agreement with MV Transportation, with two (2) one (1) year extension options and issue a purchase order in an amount of $748,113.96 for services to be rendered in the first contract year to continue providing operations and maintenance for the Renaissance Transit System which serves as a feeder to the regional and sub-regional transit system for the residents of Compton and adjoining communities.

FISCAL IMPACT

The total cost for the operations and maintenance of the Compton Renaissance Fixed Route Transit System for a three (3) year period is Two Million Two Hundred Seventy Nine Thousand, Seven Hundred Eighty Five and Eighty Three Cents ($2,279,785.83). The City is also requesting an additional $200,000 as follows: $150,000 annually for fuel and $50,000 annually for special services requested by the City. As referenced above, if the two (2) one (1) year options are exercised, the cost will be $792,577.94 for Option Year 1 and $811,219.00 for Option Year 2.

Operation of the Compton Renaissance Fixed Route Transit System is funded by the Proposition A program. Proposition A is the ½ cent sales tax measure that was approved by the voters in Los Angeles County to finance a Transit Development Program in 1980.

Twenty-five percent of the Proposition A ½ cent sales tax is designated for the Local Return Program funds to be used by cities and the County in developing and/or improving public transit, paratransit, and related transportation infrastructure.

Proposition A Local Return Program is administered by the Los Angeles County Metropolitan Transportation Authority (LACMTA). Funds are distributed directly to the cities on a “per capita” basis. Proposition A funds are distributed on a monthly basis. In Fiscal Year 2014-2015 the City of Compton will receive $1,648,120.

Therefore, funds in the amount of $748,113.96 are available in Account No. 2000-710-008-4269. Additionally, $200,000 will also be available in Account No. 2000-710-008-4269 for fuel and special services requested by the City.

RECOMMENDATION

Staff Report – Authorize Contract with
MV Transportation, Inc./Operation of
Compton Renaissance Transit System
November 25, 2014

Staff recommends the adoption of the attached Resolution.

GLEN W.C. KAU, P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF MV TRANSPORTATION, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIXED ROUTE TRANSIT SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER FOR THE OPERATION AND MAINTENANCE OF THE COMPTON RENAISSANCE TRANSIT SYSTEM

WHEREAS, the Compton Renaissance Transit System was developed in October 1995 and developed in conformance with the Public Transportation section of the Circulation Element of the General Plan; and

WHEREAS, the City of Compton's Renaissance Transit System has been an integral part of the community for 19 years serving both residents of Compton and adjoining communities; and

WHEREAS, the Renaissance Fixed Route Transit System provides feeder service to the regional and sub-regional transit system as well as the Metropolitan Transit Authority ("MTA") Blue Line Light Rail Transit System and Regional Bus Transit System; and

WHEREAS, the Renaissance Transit Bus Systems consisting of five (5) routes Citywide and is currently maintained and operated by MV Transportation and operates the Renaissance Transit Service from 7:30 am to 3:30 pm each weekday and from 9:00 am to 3:00 pm on Saturdays using the City's fleet of 6 CNG buses; and

WHEREAS, MV Transportation, Inc. has been operating the Renaissance Transit Buses since 2003 and has been committed to providing good service to the City of Compton and the current agreement with MV Transportation expires on November 18, 2014; and

WHEREAS, on April 22, 2014, the Public Works/Municipal Utilities Department advertised a "Request For Proposals" for the operation and maintenance of the Compton Renaissance Fixed Route Transit System for a period of three (3) years with two (2) one (1) year options; and

WHEREAS, upon review of the proposal, staff has determined that it is in the best interest of the City of Compton to accept the proposal submitted by MV Transportation, Inc for $748,113.96 - 1st Year, $756,391.97 – 2nd Year, and $775,279.90 -3rd Year . Additionally, the City, at its discretion, may elect to exercise two (2) one year options at a cost of $792,577.94 - Option Year 1 and $811,219 – Option Year 2; and

WHEREAS, MV Transportation is the largest American owned transportation company and the largest provider of privately contracted paratransit and fixed route services in California; and

WHEREAS, the total cost of the operations and maintenance of the Compton Renaissance Fixed Route Transit System for a three (3) year period is Two Million Two Hundred Seventy Nine Thousand, Seven Hundred Eighty Five and Eighty Three Cents ($2,279,785.83); and

WHEREAS, the City is also requesting an additional $200,000 as follows: $150,000 annually for fuel and $50,000 annually for special services requested by the City; and

WHEREAS, funds in the amount of $748,113.96 to operate the Compton Renaissance Transit System for the first contract year are available through the Proposition A Local Return Program funds in Account No. 2000-710-008-4269 and an additional $200,000 will be available in Account No. 2000-710-008-4269 for fuel and special services requested by the City; and

WHEREAS, the Public Works/Municipal Utilities Department is requesting City Council authorization to enter into an agreement with MV Transportation and issue a purchase order in an amount of $748,113.96 to continue providing operations and maintenance for the Renaissance Transit System which serves as a feeder to the regional and sub-regional transit system for the residents of Compton and adjoining communities.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the proposal of MV Transportation, Inc. to provide the operation and maintenance of the Compton Renaissance Transit System is hereby accepted.

Section 2. That the City Manager is authorized, upon the advice and consent of the City Attorney to execute a three (3) year contract (November 19, 2014 through November 18, 2017), with an option to extend the contract for two (2) one (1) year extensions, with MV Transportation, Inc. for the operation and maintenance of the Compton Renaissance Transit System.

Section 3. That the agreed costs for services to be rendered during the term of the contract are as follows: 1st year - $748,113.96; 2nd year - $756,391.97; and, 3rd year - $775,279.90. Should the extension options be exercised, the costs of each extension are as follows: Option Year 1 - $792,577.94 and Option Year 2 - $811,219.00.

Section 4. That a purchase order is hereby authorized to be issued to MV Transportation, Inc., in an amount not to exceed Seven Hundred Forty Eight Thousand One Hundred Thirteen Dollars and Ninety Six Cents ($748,113.96) for the services to be rendered during the first year of the contract.

Section 5. That a purchase order is hereby authorized to be issued in the amount of Two Hundred Thousand Dollars ($200,00.00) for fuel and special services requested by the City.

Section 6. That funds in the amount of $748,113.96 are available in the 2014-2015 Fiscal Year budget in Account No. 2000 710 008 4269 for services rendered during the first year of the contract.

Section 7. That funds are available in the 2014-2015 Fiscal Year budget in Account No. 2000 710 008 4269 for fuel and special services requested by the City.

Section 8. That funds needed for the remaining years of the contract shall be appropriated in future City budgets.

Section 9. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works/Municipal Utilities Department.

Section 10. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ___ day of _____, 2014.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certifies that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2014.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

AGREEMENT FOR FIXED ROUTE TRANSIT SERVICES
BETWEEN
MV TRANSPORTATION, INC.
AND
CITY OF COMPTON

[COMPTON RENAISSANCE FIXED ROUTE TRANSIT SYSTEM]

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AGREEMENT FOR FIXED ROUTE TRANSIT SERVICES BETWEEN CITY OF COMPTON and MV TRANSPORTATION, INC.

[COMPTON RENAISSANCE FIXED ROUTE TRANSIT SYSTEM]

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"City")** located at 205 South Willowbrook Avenue, Compton, California 90220, and **MV TRANSPORTATION, INC.,** a California Corporation (hereinafter referred to as **"Transit Contractor" or "Contractor")**, located at 479 Mason Street, Suite 221, Vacaville, California 95688.

RECITALS:

WHEREAS, the **City** desires to provide fixed route transit service within and nearby the City of Compton, in coordination with other transportation services available in or near the **City** in order to facilitate the use of the entire network of such transportation services by residents of and visitors to the **City;** and

WHEREAS, the **Transit Contractor** has represented that it has the resources, equipment, management personnel and operating personnel, as well as the technical expertise and operating experience necessary to provide such services; and

WHEREAS, the **Transit Contractor** desires to provide such services as are described within this Agreement to the **City** according to the terms of this Agreement; and

WHEREAS, the **City** wishes to engage the **Transit Contractor** to provide these services to the **City** according to the terms of this Agreement; and

WHEREAS, by Resolution No._____ adopted on the ____ day of November 2014, the City Council authorized the City Manager to enter into a three (3) year contract, with two (2) one (1) year renewal options, with the **Transit Contractor** for the operation and maintenance of the Compton Renaissance Fixed Route Transit System.

NOW, THEREFORE, Transit Contractor and **City,** for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

The **Transit Contractor** shall perform the services hereinafter indicated in accordance with the terms and condition of this Agreement (hereinafter referred to as **"Contract"** or **"Agreement"),** including the terms and conditions included in the **City's** Request for Proposal, any addenda to the Request for Proposal, the **Contractor's** initial Proposal and Best and Final Offer, all of which, individually and collectively, are by this reference made a part hereof (hereinafter referred to as **"Contract Documents")**. In the case of any discrepancy among the Contract Documents, the terms and conditions of the Contract shall control.

1. PARTIES TO THE AGREEMENT:

Section 101: The Parties to this Agreement are:

The **CITY OF COMPTON**, a municipal corporation, having its principal office at 205 South Willowbrook Avenue, Compton, California 90220; and

MV TRANSPORTATION, INC., a California Corporation, having its principal offices at 479 Mason Street, Suite 221, Vacaville, California 95688.

Section 102: Representatives of the Parties

The representatives of the respective parties who are authorized to administer this Agreement and the services governed by it and to whom formal notices, demands and communications shall be directed are as follows:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Department of Public Works
(310) 605-5505
(310) 605-6326 – fax.

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager
(310) 605-5585
(310) 761-1429 – fax.

MV Transportation, Inc.
479 Mason Street, Suite 221
Vacaville, California 95688
Attn: R. Carter Pate, Chief Executive Officer
(972) 391-4911
(972) 391-4960 - fax.

MV Transportation, Inc.
2024 College Street
Elk Horn, IA 51531
Attn: Contracts Administrator
(712) 764-3779
(707) 646-7942 – fax.

Any change made by either party in the authorized representatives or addresses or telephone numbers will be communicated by the party making the change to the other party in writing within five (5) days of the information being made available to the changing party as provided in Section 20 of this Agreement.

2. DEFINITIONS:

The following definitions govern this Agreement:

"Commencement Date" – The date the Contractor begins the operation of fixed route services under this Agreement.

"Deadhead Time/Mileage" - Time or distance - this is the service hours during which vehicles are transported to their appropriate starting and ending points, to and from which they will be placed into passenger service; other non-service use of vehicles such as shuttling a vehicle to and from maintenance, cleaning, or refueling facilities; refueling time; and transporting of a spare vehicle to replace a vehicle that is out of service. The **Transit Contractor** will not be compensated for Deadhead Time or Deadhead Mileage.

"Idle Time" - Portions of passenger service during which vehicles are not in motion, either

when they are waiting to start a new run, when they are ahead of schedule, like the Compton Transit Center Metro Rail Station, following an accident or serious incident, obstructed by traffic or other barriers (for example, at railroad crossings), or otherwise not in motion for reasons of safety, security, or upon instruction from the Dispatcher. Passengers may or *may* not be on board the vehicle during Idle Time. The **Transit Contractor** shall be fully compensated for all Idle Time occurring between the beginning and ending of passenger service except for the time that a principal vehicle spends awaiting repairs after a replacement vehicle has arrived and assumed transportation of the passengers of the inoperative vehicle.

"Passenger Service" - That portion of total vehicle usage for which the **Transit Contractor** shall be compensated, according to the terms of this Agreement. It includes those hours during which the vehicles are available for the boarding, de-boarding or transportation of passengers. "Passenger Service" includes Idle Time but excludes Deadhead Time.

"Project Manager" - **Contractor's** full-time employee in charge of directing and supervising the operation and performance of service.

"Site Supervisor" or "General Manager" - The bidder's full-time employee in charge of the on-site management and monitoring of service.

"Special Services" - The services provided by the **Contractor** that are in addition to the regular services on the routes and lines identified in **Exhibit 1**.

"Vehicles" - Buses that are used by the **Transit Contractor** to provide the service described within this Agreement.

"Vehicle Check-outs" - Formal, specific driver inspection of vehicles, be conducted by drivers prior to each vehicle's placement into Passenger Service. The time spent on this activity shall be considered Deadhead Time.

"Vehicle Service Hours" or "Vehicle Hour" - Those hours during which the vehicles are deployed in Passenger Service.

3. TERM OF AGREEMENT:

This Agreement shall commence on November 19, 2014 and shall continue for three (3) years (November 19, 2014 through November 18, 2017). The Contract term is contingent upon acceptable performance and subject to the provisions governing termination, cancellation, modification, and force majeure as described and defined in subsequent sections of this Agreement. At the discretion of the **City**, and with the agreement of the **Contractor**, this Agreement may be extended for two (2) one (1) year extensions. The **City** shall notify the **Contractor** in writing, at least 90 days prior to the end of the third contract year, whether it intends to exercise one or more of the extension years. If only the first extension year is exercised at the time, the **City** shall provide a similar notice to the **Contractor** at least 90 days prior to the end of the first extension year. The **City** also reserves the right to exercise any extension on a month-to-month basis.

4. SCOPE OF SERVICES:

The **Transit Contractor** shall provide fixed route transit service to major employment centers, schools, colleges, universities, recreational facilities, shopping centers and other destinations, according to the characteristics of such service as described in this Agreement. Regular services on routes and lines are set forth in "**Exhibit 1,"** which is attached hereto and incorporated herein.

The **Transit Contractor** *may* deviate from the characteristics of this service only when it has received written approval from the **City**, or when verbally instructed by the **City** to do so, as in cases of emergency or circumstances beyond the **City's** control, including but not limited to the lack of available funds to continue to support the service described herein at the levels defined within this Agreement.

The service provided shall be in strict accordance with the standards set forth in Section 7 of this Agreement, and shall be subject to the liquidated damages as set forth in Section 10 of this Agreement as well as the provisions for Termination and Cancellation as set forth in Section 14 of this Agreement. Otherwise, provision of service under this Agreement shall be governed by the terms contained in all sections of this Agreement, including attachments hereto. Compensation of the **Transit Contractor** for services provided under this Agreement shall be governed by terms set forth in Section 12 of this Agreement.

Section 401: Special Services

The **City** may, at its discretion, request the **Contractor** to operate special services that are in addition to the lines and routes set forth in **Exhibit 1**. Any such a request shall be made in writing, and shall be made not less than 10 days in advance of the date the special services will be needed.

5. RESPONSIBILITIES OF THE TRANSIT CONTRACTOR:

Section 501: Operation of Vehicles

The time of operations will be between the hours **7:30 A.M. to 3:30 P.M. (8 hours)** Monday through Friday and from **9:00 A.M. to 3:00 P.M. (6 hours)** on Saturdays with no services on Sundays, Christmas Day, Thanksgiving, New Years Day, Memorial Day, Independence Day and Labor Day. The **Transit Contractor** agrees that the projected **14,300 Annual Vehicle Service Hours** can be adjusted upon written notice of the **City** by decreasing or increasing by 10 percent (10%) or less without re-negotiation of basic vehicle service hour unit price. In the event the Annual Vehicle Service Hours increase or decrease in excess of 10 percent (10%), then **City** and **Contractor** agree to renegotiate the vehicle service hour unit price.

All vehicles deployed by the **Transit Contractor** in service under this Agreement shall operate according to the following schedule:

- Five (5) vehicles shall be deployed in passenger service Mondays through Fridays, for a period of twelve (8) hours of passenger service per day, per vehicle.

- Five (5) vehicles shall be deployed in passenger service on Saturdays for a period of six (6) hours of passenger service per day, per vehicle.

• A minimum of one (1) additional vehicle shall be maintained as a spare vehicle as provided in this Agreement. The **City** and **Contractor** shall negotiate a rate per revenue service hour to be used when **Contractor** provided equipment is used.

No service will be provided on the following holidays:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Cancellation of service on any other days will occur only by mutual agreement between the **City** and the **Transit Contractor**.

Vehicles will stop to pick up or discharge passengers, including wheelchair occupants and other disabled persons, at all stops along each route identified by the **City.**

All vehicles will arrive at and depart from each stop along each route according to the times identified for each stop by the **City**.

Modifications to routes, stops and schedules may be made by the **City** so long as total daily vehicle service hours and daily vehicle mileage are not altered by more than 10 percent. Modifications which exceed or violate these parameters must be agreed to by mutual consent of the **City** and **Transit Contractor**. The **City** must notify the **Transit Contractor** in writing of its direction to modify service parameters at least 30 days prior to the date on which it wishes such modifications to commence. All vehicles must be driven only by qualified drivers, as defined in Section 503 of this Agreement.

At the option of the **City**, one additional vehicle shall be deployed in Passenger Service between the hours of 6:00 a.m. to 8:00 a.m. and between 2:00 p.m. to 4:00 p.m., or any other regularly scheduled two-hour periods as designated by the **City** ("Tripper Service"). All vehicles will be operated strictly on the routes identified in **Exhibit 1** of this Contract, on such routes as amended by the **City** if the spare vehicle is not required for maintenance.

Section 502: Driver Responsibilities

All drivers employed by the **Transit Contractor** under this Agreement and assigned to operate the vehicles deployed under this Agreement shall meet the requirements described in Section 503 below. Operating and related responsibilities of such drivers shall include, but not be limited to:

Careful, Lawful Driving - All drivers shall obey posted speed limits at all times and under all circumstances, shall be alert and shall drive attentively and defensively at all times when operating vehicles under this Agreement.

Pick-Ups/Drop-offs - All drivers must pick up and drop off any and all passengers awaiting service at any and every designated stop, or wishing to disembark at any designated stop, including wheelchair occupants and other disabled persons. Ample time shall be provided for safe and careful boarding and disembarking, for fare collection, and for record keeping and

other procedures related to the safe and accountable operation of the vehicle. Operators shall not pick up passengers if the bus is full.

Passenger Assistance - All drivers shall provide special assistance to wheelchair occupants and any other passengers requiring special assistance or care, including elderly and ambulatory disabled persons, and parents carrying infants or small children. Drivers will not be permitted to physically lift passengers on or off the vehicle or the wheelchair lift. Nor will drivers be required to assist passengers with grocery bags, market carts, carriages, or other objects accompanying passenger. However, sufficient but not unreasonable time shall be provided to such passengers at any stops to load their belongings onto the vehicle, and/or to unload them during disembarking.

Problems and Incidents - Without physical involvement, drivers will be expected to maintain a safe, calm and secure rider-ship environment on-board, including admonishing riders displaying disruptive or dangerous behavior, and shall report riders in violation of such standards to dispatchers immediately via radio. Drivers will be required to complete Incident Reports for any occurrence, which has disrupted, or threatened to disrupt, the rider-ship environment, or which involved harm to, or threatened to harm, any other passengers.

Vehicle Check-outs - Before the beginning of every a.m. run or before any vehicle is placed into Passenger Service at any time during the operating day, the driver shall perform a complete vehicle check-out, using a form provided by the **Transit Contractor** and approved by the **City**, to ensure that the vehicle is in safe working order.

Fare Collection and Rider-ship Validation - All drivers shall collect as fare the appropriate amount of cash, tickets, transfer coupons or other fare instruments as are required by the **City**, and shall deposit such fare instruments into fare boxes or (in the case of tickets or transfer coupons) other receptacles for their collection. Drivers shall monitor and approve of all "free-fare" passes, such as those used by disabled and elderly residents.

All drivers must also enforce fare collection eligibility requirements. Passengers refusing to pay the required fare shall be denied rider-ship. If such a denial might reasonably threaten the driver's security, rider-ship without appropriate fare shall be permitted; immediately thereafter, the driver shall radio the Dispatcher of the presence of an unauthorized rider and note this fact on his or her Driver's Log.

Passenger Counting - All drivers shall record all boarding passengers, whether paying by cash, transfer or riding free via pass, on the appropriate passenger-counting mechanism.

Transfers - All drivers shall sell and record intersystem transfers and shall sell or pass out, free of charge, intra-system transfers, according to the policies governing intra-system transfers established by the **City**. The money from the sale of these transfers shall be deposited in fare boxes along with other revenues collected. Further, all drivers shall accept and record both intra- and intersystem transfers and shall store them in the appropriate receptacles.

Record-Keeping - All drivers shall complete a Driver's Log for each run throughout the operating day. Drivers shall complete the Vehicle Check-out Form, to be provided by the **Transit Contractor,** and all other forms as may be required by the **Transit Contractor.** Such forms shall never be filled out while the vehicle is in motion, or in the traffic stream awaiting motion. The Driver's Log shall include, at a minimum, the following information:

• Arrival and departure times at the system's focal point;

• All incidents or accidents requiring the driver's services, attention or involvement;

• Reasons for any and all lateness in violation of the performance standards set forth in Section 7 of this Agreement; and

• The driver's name, beginning and ending times of his/her shift and beginning and ending mileage of the vehicle.

Reporting Accidents and Incidents - Following each accident or incident, all drivers must completely fill out the appropriate forms (to be provided by the **Transit Contractor,** reviewed and approved by the **City**).

Accident Reports must be filled out immediately following the accident, while the driver is awaiting a replacement vehicle, except when the driver must assist passengers or attend to other matters related to the accident or its aftermath (e.g., radioing the Dispatcher, recording information about the other vehicle or pedestrian involved, informing passengers that a replacement vehicle will soon be arriving, etc.). Incident Reports shall be filled out during vehicle recovery or Idle Time (i.e., at the end of a run) or during idle periods (e.g., at the Compton Transit Center station, at stops when the vehicle has arrived in advanced of its schedule, etc.). All drivers shall submit all accident or incident reports to their supervisors at the earliest possible opportunity at the end of their work shift.

Radio Communications with Dispatcher - All drivers must maintain constant radio communications with the Dispatcher, and must obey the Dispatcher's instructions at all time.

Reporting Complaints to Site Supervisor or other Management Personnel – All drivers must note passenger complaints on forms provided for such by the **Transit Contractor,** and must submit all such complaints to the Site Manager or Supervisor during, or at the end of their work shift.

Identification and Appearance - All drivers must wear a uniform identifying them as a Compton Transit Driver, and must wear identification, including the driver's name, number or other identification notation. Drivers must be neat and clean, notwithstanding the compromises to this that stem from the performance of their responsibilities under this Agreement.

Sobriety - All drivers must be sober, drug-fee, and free from the smell of alcoholic beverages and cigarette smoke. Smoking or drinking shall not be permitted on vehicles at any time, including during the Idle Time or Deadhead Time.

Transit Contractor shall be in compliance with the US DOT Drug and Alcohol testing program as outlined in 49 CFR parts 653 & 654 and 49 CFR part 40, and shall provide the **City** with the results of its drug and alcohol testing program on an annual basis. Annual reports of its employees test results shall be due to the **City** no later than March 1 of each contract year. These test results shall cover January 1 to December 31 of the previous calendar year.

Transit Contractor shall review a current Department of Motor Vehicles (DMV) report on all of its bus operator applicants and shall reject any with three or more moving violations

within the past two years or any with one (1) DUI violation within the past five years. **Transit Contractor** shall require that all vehicle operator applicants submit employment history dating back 10 years which describes fully the reasons for leaving each job.

Section 503: Driver Qualifications and Training

All drivers must possess a valid California Commercial Driver's License with an accompanying medical examiner's certificate, and any other licenses or permits required by applicable Federal, State or local statutes or regulations pertaining to the operation of vehicles under this Agreement.

All drivers assigned to the operation of a vehicle under this Agreement shall have received training in the following areas, either from the **Contractor** or from an individual or organization acceptable to the **Contractor**:

- Defensive driving
- Cardiopulmonary Resuscitation (CPR)
- Emergency first aid
- Passenger handling and care
- Wheelchair lift operation
- Handling of, and sensitivity to, disabled persons
- Vehicle handling and care
- Record-keeping
- Radio procedures and codes
- Service area orientation

Any driver not familiar with a route to which he or she is assigned must first serve an on-board apprenticeship for the route, to include a minimum of one run as an observer and two runs as a driver, with a supervisor present to observe the driver's operation of the vehicle and adherence to the route and other system parameters.

Before providing service under this Agreement, each driver must submit to and pass a drug-screening test administered by the **Transit Contractor** or its agent. Any driver of a vehicle involved in an accident must receive a drug-screening test to be administered as soon as possible after the accident in accordance with the regulations promulgated by the Federal Transit Administration.

Section 504: Driver Compliance with Applicable Laws and Regulations

All drivers providing service under this Agreement shall perform their responsibilities within this Agreement in accordance with all laws, regulations and governing labor practices, including provisions for maximum "spread time" and other laws relating to driver safety, comfort and performance.

Section 505: Project Manager

The **Transit Contractor** shall assign a Project Manager to supervise and direct the **Contractor's** performance of all responsibilities described in this Agreement. The Project Manager or a designated substitute shall be accessible to representatives to the **City** at all times, within a reasonable period of notification or verbal request. The **Contractor** must identify the person it intends to occupy that position.

Section 506: Site Supervisor

A full-time Site Supervisor shall be assigned to monitor and supervise the operation. In addition to the Site Supervisor's other responsibilities, he or she must be present either at the system's focal point (Compton Transit Center) or on a route or a vehicle, Monday through Friday, from 7:30 a.m. to 9:30 a.m. and from 2:00 p.m. to 3:30 p.m. The **Contractor** must identify the person it intends to occupy that position. In addition, the **Contractor** must also identify the person(s) it intends to occupy Maintenance Manager and Operation Manager positions.

Section 507: Dispatcher

The **Transit Contractor** shall have trained dispatch personnel to be in constant radio contact with drivers of all vehicles operated in service under this Agreement. In addition to maintaining routine contact with vehicles, dispatch personnel shall:

• Handle emergency situations, instructing drivers what to do, and what not to do according to their best judgment under the circumstances.

• Contact emergency agencies and organizations, such as police, fire departments, paramedics, hospitals, etc.

• Contact **Transit Contractor** supervisors in the event of serious problems (accidents, seizures, violence, earthquakes, strikes, etc.).

• Monitor driver performance and adherence to schedules.

Section 508: Supervisorial and Management Responsibilities

The **Transit Contractor** shall be responsible for the following:

Dispatching and Supervision: **Transit Contractor** shall provide all facilities, support equipment, supplies and personnel necessary to carry out and sustain efficient, effective dispatching and supervisory oversight of the Compton Renaissance service. **Transit Contractor** shall have a minimum of one road supervisor, with a route service truck, equipment and supplies, available at all times during the Compton Renaissance service hours of operation. Further, **Contractor** must have a dispatcher or supervising employee available by telephone and radio at all times that the Compton Renaissance buses are in service. The supervising employee may be a dispatcher, operations or maintenance supervisor, or other management employee; however, this employee must be assigned at least part of the time to providing the transit service.

Recruiting: The **Transit Contractor** shall seek out qualified, and wherever possible, experienced drivers and other support staff with accident-free and violation-free driving records. In all cases, the **Transit Contractor** must be able to demonstrate that it has made "special efforts" to recruit drivers meeting its standards and conforming to the priorities established in this subsection, who reside within the City of Compton. Such "special efforts" shall include, but not be limited to:

• Publication of notices in local press

- Advertisement in local media - posting of notices in public places
- Notification in local unemployment offices

Hiring/FiringiDisciplineiPromotion/Demotion: The **Transit Contractor** shall maintain and conduct a formal personnel program, with carefully established procedures for performance evaluation, disciplinary action and dismissal, as well as standards for promotion and demotion. Hiring efforts should include strong and formal affirmative action efforts, and preference should be placed on hiring bilingual drivers whenever possible, commensurate with other hiring criteria and driver qualifications.

Should the **City** identify a driver whose conduct, attitude or demeanor is not consistent with the general quality and standards of this Agreement, the **City** shall have the right to ask the **Transit Contractor** in writing to remove the driver from service. Upon such a request, and subject to mutual agreement by the **Contractor**, the driver shall be removed within two weeks, except that such removal shall be immediate if the driver's conduct reasonably threatens, or may be expected to threaten, the safety and/or security of any passengers.

Training: The **Transit Contractor** shall be responsible for providing training, or ensuring that drivers have reviewed and successfully "passed" such training, as defined in Section 503 above. Drivers must have received ALL elements of training before being assigned to the operation of a vehicle in Passenger Service under this Agreement, except that a portion of the following types of training may be provided "on-the-job" if and only if, supervised by a qualified driver throughout the training period:

- Sensitivity training
- Record-keeping
- Radio procedures and codes
- Service area orientation

Scheduling* of *Vehicles and Assignment* of *Drivers: All vehicles should be assigned to either deployment, preventive or ad hoc maintenance, or positioned as "spare vehicles."

Scheduling* of *Back-up Drivers: The **Transit Contractor** shall maintain a roster of qualified "back-up" drivers who are "on call" and who are trained to perform the service and who are familiar with the routes to be driven. The **Transit Contractor** may also utilize drivers from other services operated by the **Contractor** as "back-up" drivers as long as they are trained to perform the service and who are familiar with the routes to be driven. The **Contractor** shall institute a procedure whereby drivers unable to work must inform the Site Supervisor or other management personnel before a certain time, permitting the management to replace him or her with a back-up driver. All back-up drivers must report for duty and begin service on schedule.

Collection and Transfer* of *Fares; Transfer Coupons: On a daily basis, the **Transit Contractor** shall remove the vaults from each fare box, collect and transfer the fares to the City Treasurer (or other agent designated by the **City**) for counting. Also on a daily basis, all transfers collected shall be organized in batches by route and kept for a period of at least one month following the day of service on which they were collected. Unless transfers for specific days are requested by the **City**, the **Transit Contractor** shall turn over to the **City** the batched transfers for two weekdays each month, along with the billing and other administrative forms and reports submitted monthly.

In collecting and monitoring fares, the **Transit Contractor** shall use only those fare boxes dedicated solely to the **City** and none other. Nor shall fare box vaults dedicated to the **City** be used in fare collection efforts for other cities or systems. Should vaults become filled, the **Transit Contractor** shall pull the first vault and install a second for completion of the route's operation for that day.

Log Review: The Site Supervisor, or in his or her absence, other management personnel shall review Driver's Logs daily. After being reviewed, logs shall remain on file with the **Transit Contractor** for a period of not less than 90 days, and shall be subject to inspection by the **City** at any time during normal business hours. Review of Driver's Logs shall include, but not be limited the following:

- On-time performance
- Incidents
- Complaints

Information from the log review should form the basis for the Daily Summaries and Monthly, Quarterly and annual Reports submitted by the **Transit Contractor** to the **City**.

Daily Summaries: On a monthly basis and in conjunction with billing and other administrative submittal, the **Transit Contractor** shall compile and submit copies of Daily Summaries containing, at minimum the following information, desegregated by route:

- Number of unlinked passenger trips, by type of fare payment including transfers.

- Number of vehicle miles of service operated.

- Number of vehicle hours of service operated.

- Number of "late" vehicles, missed runs, and other violations of the performance standards specified within this Agreement.

- Copies of incident reports.

- Summary of complaints reported by drivers (both from passengers and about passengers).

- Any videotapes of any incidents of concern to drivers.

- Other information about the system which the **Transit Contractor** would like the **City** to address.

Monthly, Quarterly and Annual Reports: The **Transit Contractor** shall submit to the **City** on a monthly, quarterly and annual basis, reports summarizing the information contained in Daily Summaries. Of particular importance is the identification of levels of performance with respect to the service standards specified in this Agreement. Detailed, desegregated information contained in Daily Summaries need not be presented again in desegregated form in these Summaries and Reports. Forms for use in preparing Daily Summaries and compiling Monthly, Quarterly and Annual Reports will be provided by the **Transit Contractor**, reviewed and approved by the **City**. The **Contractor** shall also submit to the **City** DBE reports and

EEO/Affirmative Action reports.

Monitoring and Supervision* of *Driving and Maintenance Personnel: The **Contractor's** Site Supervisor shall supervise and monitor the performance of all driving personnel engaged in service under this Agreement. In addition, the Operations or Project Manager or other management personnel shall supervise and monitor the performance of and records pertaining to all maintenance of vehicles used in the performance of service within this Agreement. Driver performance must conform to the standards set forth in this Agreement. Driver performance must conform to the **Contractor's** established standards for maintenance, as well as comply with CHP, Federal and other regulations and requirements associated with maintenance, including those specified by the vehicles' manufacturers.

Preparation and Submittal* of *Accident and Incident Reports: The **Transit Contractor** shall submit copies of all incident and accident reports submitted by drivers, and shall in addition submit comprehensive reports involving all accidents and any serious incidents, prepared by the Site Supervisor and/or Operations or Project Manager or other management personnel following his or her investigation of such accident or incident. Information about all accidents and about major incidents shall be conveyed by telephone to the **City** immediately following the **Transit Contractor's** knowledge of such, but in no case later than early morning on the first working day following the accident or incident. Such verbal reports shall be followed by the required written reports, which shall be submitted within three (3) working days following the accident or incident.

In the event of an accident, the **Transit Contractor** shall comply with all applicable State laws, rules and regulations.

Invoicing and Billing: The **Transit Contractor** shall invoice the **City** for all service performed under this Agreement on a monthly basis. Invoices should document the number of Vehicle Service hours provided, and be accompanied by all reports and summaries identified and described in this subsection. Invoices shall be submitted within five (5) working days following the last day of service in any given month in order for payment by the **City** to be made within its next regular payment cycle. **City** shall pay the Transit Contractor within 30 days, or as promptly as fiscal procedures may permit, on receipt of **Contractor's** invoice.

Dispatching and Radio Communications: All vehicles used in the performance of service under this Agreement shall contain functioning two-way radios. All vehicles shall remain in constant radio contact with the **Contractor's** Dispatcher via an open radio channel (which may be shared with other vehicles and systems under the **Contractor's** control) and all pertinent information regarding operation and/or any problems involved in the provision of service (including running more than five minutes behind schedule) shall be communicated to the Dispatcher.

Videotaping: Each vehicle used in service under this Agreement shall contain a functioning videotape unit mounted in the front of the passenger compartment. Each vehicle shall maintain a functioning recording unit with a panic/emergency button that will, when activated, record any unusual incidents, emergencies or individuals exhibiting suspicious or threatening behavior. All tapes shall be turned in to the Site Supervisor, Operations or Project Manager or other management personnel, sorted by route and operating period and maintained for one week.

Videotapes for a given route and time segment may be requested by the **City**, and if so,

shall be turned over to the **City**, except that such request must be made by the **City** within one week of the date on which the video was made.

An inoperable videotape machine shall be cause for pulling a vehicle out of service and replacing it with a spare vehicle equipped with an operable videotape machine, or for replacing the failed videotape machine.

Submittal* of *Complaints: The **Transit Contractor** shall submit all complaints by drivers regarding operating conditions, policy problems, specific passenger, etc., to the **City** on a regular basis. In addition, the **Transit Contractor** shall submit to the **City** all complaints received by passengers, which the **Transit Contractor** cannot address, or which it feels it is not obligated, entitled or compensated to address.

Coordination Arrangements: The **Transit Contractor** shall respect and honor any and all coordination arrangements made by the **City** between its transportation system and any other transportation systems, public or private. Such arrangements shall include, but not be limited to:

- Accepting transfers as full or partial payment of fares.

- Selling transfers for service on other systems.

- Modifying schedules and dwell times (at the **City's** instruction) to accommodate other systems.

- Sharing bus bays at Metro Rail Stations, transfer terminals, park-in-ride lots or other multi-modal facilities.

- Respecting the operating needs of other transportation systems, to the degree that they do not interfere with the Contractor's provision of service or performance of other responsibilities as described within this Agreement.

Monitoring Vehicle Check-outs: The **Contractor's** Site Supervisor and/or Operations or Project Manager or other management personnel shall monitor the performance of vehicle check-outs by all drivers, review vehicle check-outs on a daily basis, and submit copies of forms noting any problems requiring maintenance attention to the appropriate maintenance personnel. The presence of any item which might reasonably prove to be, or develop into, a safety hazard shall be cause for immediate removal from service of the vehicle in question and its replacement with a spare vehicle.

Monitoring Driver Sobriety: To the best of his/her ability, the Site Supervisor and/or Project Manager or other management personnel shall observe each driver at the beginning of each shift and confirm each driver's ability to operate the vehicle safely and alertly.

6. VEHICLES, MATERIALS AND EQUIPMENT:

Section 601: Vehicles

Revenue Vehicles: The **City** shall provide sufficient revenue vehicles, including spares, for use by the **Contractor** in providing the services required under the Contract. The vehicles provided by the **City** shall not be used for any non-revenue purposes with the exception of training.

Initial Inspection and Condition Upon Return: Prior to the Commencement Date, the **Contractor** shall participate with the **City** in an acceptance inspection of the revenue vehicles for purposes of establishing the overall condition of the revenue vehicles as of the time the **Contractor** commences work under the Contract. Following the Commencement Date, the **Contractor** shall assume responsibility for maintenance and repair of the revenue vehicles in accordance with this Contract. Upon termination of the Contract (for whatever reason), the **Contractor** shall warrant the revenue vehicles to have been properly serviced, maintained, and in good repair, and shall return such vehicles to the **City** in sound mechanical condition, subject to ordinary wear and tear.

Spare Ratio: The **City** will supply the **Contractor** with a sufficient number of revenue vehicles in order to provide a 10 percent spare ratio. The **Contractor** will then be responsible for maintaining a spare ratio of 10 percent throughout the Contract term.

Non-Revenue Vehicles: The **Contractor** shall provide all other vehicles for supervision, towing, repair, and any other purpose as services under the Contract may require. The vehicles, supplied by the **Contractor**, must not exceed two years of age or 50,000 miles on the Commencement Date. The **Contractor** shall provide and maintain at least two fully operational ADA accessible non-revenue vehicles. The **City** reserves the right to reject any vehicle supplied by the **Contractor** that does not adequately satisfy the **City's** quality standards.

Section 602: Maintenance

Vehicle Maintenance Standards: The **Contractor** shall, at all times during the contract term, comply with the mechanical, safety, and appearance standards set forth by the California Department of Transportation. The **Contractor** shall, at its sole expense, cause all components of each revenue vehicle and non- revenue vehicle, including body, engines, transmissions, tires, frame, furnishings, mechanical, electrical, pneumatic, hydraulic, or other operating systems, to be maintained in proper working condition and free from damage and malfunction. The **Contractor** shall, at its sole expense, cause any such vehicle damaged in any accident or otherwise to be repaired or replaced. In the case of damage impairing the safe mechanical operation or proper appearance of the vehicle, such replacement must be made immediately. At a minimum, **Contractor**-supplied vehicles must be maintained using the same preventive maintenance, graphic, and cleanliness standards as the **City**-provided revenue vehicles.

Vehicle Appearance: The **Contractor** shall be responsible for maintaining the appearance of all revenue vehicles and non-revenue vehicles. All vehicles must be kept clean including, but not limited to, the following actions: the exterior (including front and rear) must be washed at least 3 times a week; interiors must be swept or vacuumed daily; all dirt, debris, graffiti, and trash must be removed daily; and any worn, broken, cut, torn or vandalized components that are visible, or accessible by the public, must be repaired or replaced promptly to eliminate hazards, minimize discomfort, and/or maintain appearance. The monthly cleaning procedure must include, but need not be limited to, all areas of the vehicle including bumpers,

wheels, aluminum wheels, windows, panels, and seats.

Inspections: Each revenue vehicle and non-revenue vehicle must receive a daily pre-trip inspection by the operator prior to being placed in service and at each change in operators. Daily pre-trip inspections must be supplemented by regular time and mileage maintenance inspections to ensure safe and proper operating condition of vehicles. A record of all such inspections shall be kept by the **Contractor** and be available to the **City** as part of the scheduled operations report. The **Contractor** shall maintain a satisfactory California Highway Patrol (CHP) terminal inspection throughout the term of the Contract. If the **Contractor** receives an unsatisfactory rating from CHP, the **Contractor** shall so notify the **City** by telephone and in writing immediately and shall identify steps which will be taken to correct any deficiencies. If any revenue vehicle is shut down by a cognizant authority, including the **City**, as a result of an unsatisfactory rating by CHP, the vehicle subject to the shut down shall not be operated and liquidated damages of $1,000/day/vehicle shall be assessed, until a satisfactory inspection report is obtained. If the vehicle is shut down by CHP due to a defect, which the **City** agrees was due to the manufacturer, the liquidated damages shall not apply.

The **City** reserves the right in its sole discretion to review maintenance records, and to inspect and reject temporarily or permanently, by notice to the **Contractor**, any vehicle the **Contractor** utilizes which the **City** deems unacceptable. In the event any revenue vehicle is rejected temporarily by the **City** as a result of deficient vehicle condition or appearance, liquidated damages in the amount of $750/day/vehicle shall be assessed, until the condition is corrected by the **Contractor** to the satisfaction of the **City**. In the event any revenue vehicle is rejected permanently by the **City** as a result of vehicle condition, the **Contractor** shall replace such vehicle and will be assessed liquidated damages in the amount of $750/day/vehicle, until such vehicle is replaced by the **Contractor** with one that is satisfactory to the **City**.

Preventive Maintenance: The **Contractor** shall perform routine preventive maintenance inspections and servicing at intervals of 6,000 miles or the recommended vehicle manufacturer's specifications, whichever is lower. The **Contractor** shall also conduct more extensive inspection and servicing at 12,000 mile intervals or as specified by the transit vehicle manufacturer, whichever is lower. The **Contractor** shall conduct an annual or 48,000 mile preventive maintenance inspection containing all items required by the component manufacturer. In no event shall the **Contractor** be more than 500 miles late in any preventative maintenance inspection. The **Contractor** shall submit weekly summaries of preventative maintenance inspections to the **City**. The **Contractor** shall also conduct weekly brake/safety inspections.

Fluid Analysis: As part of its maintenance program, the **Contractor** shall participate in the **City's** fluid analysis program. At the appropriate times, the **City** personnel will retrieve samples of the required fluids and have them analyzed at a facility selected by the **City** at the **Contractor's** expense. The fluids covered by this program and the applicable requirements are as follows:

- Engine Oil shall be analyzed in advance of each preventive maintenance inspection, as directed by the City, and each unscheduled oil change.

- Transmission fluid shall be analyzed each time it is drained and replaced, in accordance with the applicable schedule.

- Fuel, Coolant and Differential Fluid shall be analyzed at intervals determined by the **City**.

- Synthetic Oils shall be analyzed in accordance with a schedule determined by the **City**.

Synthetic Lubricants: The **Contractor** shall, in consultation with the **City**, implement a program for conversion to the use of synthetic lubricants in the revenue vehicles, including transmission fluid, engine oil, differential fluid, and hydraulic fluid. The **Contractor** shall obtain the **City's** advance approval of any synthetic lubricants it intends to use in the revenue vehicles and any changes in the **City**-approved synthetic oil program.

Record Keeping: The **City** may provide an automated Vehicle Maintenance Management System (VMMS) to be used as a stand-alone system or in addition to the **Contractor's** standard vehicle record keeping system. The VMMS shall be used to record, monitor, and report on all vehicle maintenance, inspections, parts utilization, fueling, and repair activities and will be directly interfaced to the **City's** computer system. All of the required data will be entered into the VMMS system by the Contractor on a weekly basis.

Applicable Codes and Regulations: The **Contractor** will be responsible for assuring that vehicles utilized in service under the Contract shall be safe for operation on public streets and freeways and meet all requirements of the California Vehicle Code. All parts of vehicles and all equipment mounted on or in the vehicles shall conform to the California Vehicle Safety Standards, California Administrative Code, Title 13, the Americans with Disabilities Act (ADA), and the CHP Motor Carrier Safety Regulations. Each revenue vehicle is required to be inspected at least annually by CHP. The **City** shall be notified of inspections performed by any other governmental agency, which meets or exceeds the criteria for inspection established by the CHP. Results of such inspections shall be transmitted to the **City**, and any applicable signed certification shall be displayed or carried on the vehicles.

Response Times and Actions: In the event of a trouble call, the **Contractor** shall be expected to promptly dispatch a substitute revenue vehicle and to call a tow truck (if appropriate). The maximum response time (i.e., the time between the receipts of a trouble call until the arrival of a substitute vehicle) shall be one hour. The **City** reserves the right to establish additional criteria regarding the reliability of the **Contractor's** response in the event of breakdowns.

The **Contractor** shall remove any vehicle disabled by accident, mechanical problems, or any other reason, from the scene within 1 1/2 hours after the first report. If the vehicle must be towed, the full vehicle must be covered by a tarpaulin or other means.

Permits and Fees: Licensing fees from other governmental entities which are specifically required for revenue vehicles operated in service under the Contract (except DMV vehicle licenses) will be paid by the **City**.

Section 603: Warranty and Repairs

Responsibility: The **Contractor** shall be responsible for the exercise and

enforcement of all warranties relating to the revenue vehicles and to all systems, components, and subcomponents thereof, and shall also be responsible for taking all available actions to assure that all warranty covered repairs are performed in a timely fashion.

Notice of Defects: If the **Contractor** detects a defect or malfunction within the applicable warranty period, the **Contractor** shall promptly notify the **City** of the actions it is taking to enforce the warranty. Following commencement of the warranty repair process, the **Contractor** shall promptly notify the **City** of any disagreements or disputes with the equipment manufacturer or supplier regarding warranty coverage.

Training: The **Contractor** shall assure that all appropriate maintenance personnel receive a training class on warranty procedures for the revenue vehicles and all systems, components. and subcomponents thereof.

The City Role: The **City** agrees that it will take whatever actions may be appropriate to assist the **Contractor** in assuring timely warranty repairs and resolving any warranty disputes. Upon request of the **Contractor**, the **City** will directly contact the equipment manufacturer or supplier to pursue the prompt resolution of warranty issues.

CNG Responsibilities: The **Contractor** shall be responsible for the safe, efficient, and effective operation, maintenance, and fueling of the **City** CNG revenue vehicles. The **Contractor** shall ensure that all appropriate personnel are adequately trained in the operation, maintenance, and fueling of CNG vehicles.

In providing services under the Contract, the **Contractor** shall comply with all aspects of its CNG Management Plan, including its CNG training plan and its CNG fuel island safety procedures. In addition, the **City** reserves the right to require additional training as may be appropriate, including refresher CNG training.

The **Contractor** shall provide a report to the **City** at least twice each month during the contact term that identifies any issues or problems that have arisen in connection with the operation or maintenance of the CNG vehicles.

Section 6.04 Materials and Equipment

The **Contractor** shall be responsible for the proper maintenance and repair of all materials and equipment used to provide services under the Contract.

Communications Equipment: The **City** shall provide a two-way mobile communications system in each revenue vehicle. The **Contractor** is responsible *for* all air time costs, and also responsible *for* providing additional radios as necessary to link all supervisor vehicles, revenue vehicles, dispatching facilities, maintenance facilities and vehicles, supervisory personnel, and the **City** in a communication network. The communications system shall enable operators to communicate directly with a dispatcher during revenue service hours. The **Contractor's** dispatcher must have direct access to a telephone at all times.

The radio communication system must cover, without dead spots, the routes of services, storage and maintenance facilities, and the dispatch location. Any re-installation of radios or installation of new radios in the **City** vehicles will be according to the vehicle manufacturer's recommendations and will be subject to the **City** approval. The **Contractor** is responsible for maintaining the radio system in good operating condition and making any necessary repairs.

Fare Collection Equipment: The **City** shall provide a complete fare box and related fare collection equipment in every revenue vehicle. The **City** shall also provide a vault, probing unit, computer, and other necessary equipment. The **Contractor** is responsible for the probing, at the end of daily revenue operation, both the fare box and Debit Card Validator (where applicable) on every revenue vehicle used, and for ensuring that the data received is accurate and timely. The **Contractor** is required to repair and maintain the fare boxes and all related fare collection equipment. The **Contractor** is also responsible for the proper operation, training, and maintenance of all diagnostic equipment and spare parts.

Tires: The **Contractor** shall be responsible for providing (through purchase or lease) all tires and spares for all revenue and non-revenue vehicles. The **Contractor** shall be responsible, at the end of the contract term, for returning the revenue vehicles with tires that meet the following standards:

(1) Front axle. Tires shall have a tread depth of 12/32" minimum. Recapped or regrooved tires are not acceptable.

(2) Rear axle. Tires should have a tread depth of 8/32" minimum. The tire height between two tires on the same hub should not vary more than 3/32".

(3) Tires with cuts, grooves, or evidence of curb damage (past the manufacturers rub bars) are not acceptable.

Destination Signs: The **Contractor** shall perform required maintenance to ensure constant display on all vehicle destination signs. As specified in writing by the **City**, the **Contractor** shall from time to time revise destination sign readings to reflect route changes or other relevant service information.

Supplies and Miscellaneous: At its sole expense, the **Contractor** shall provide, and maintain stores of, lubricants, spare parts, and supplies necessary for the orderly maintenance and operation of revenue vehicles. The **Contractor** shall properly store and dispose of all materials, without limitation, required in the operation of the services under the Contract.

Identification and Markings: All vehicles used in service under this Contract shall be identified by a distinct color scheme for each route and a logo established by the **City**. Back-up vehicles shall also be so marked or shall display magnetic signs bearing the appropriate route colors and the logo while deployed in Passenger Service. Vehicles shall also display other information by the **City**, if the **City** chooses to include such markings, such as “Funded by the City of Compton”.

Unless authorized by the **City**, the **Contractor** shall not mark, or post upon the exterior or interior of any vehicle used in service within the Contract, any form of advertising. Should the **City** choose to post advertising in the vehicles, the **City** shall reimburse the **Contractor** for the costs of installing such advertising, and any revenues derived from the sale of such advertising shall accrue to, and only to, the **City**.

Maintenance and Cleaning: All vehicles used in the provision of service under the Contract, whether regularly deployed or used as spare vehicles, shall be regularly maintained in accordance with the manufacturer's or vehicle converter's recommended

procedures, including compliance with all intervals specified for inspection, testing, replacement and/or reconditioning of all subsystems, components and fluids. Maintenance records for all vehicles used in the performance of service under this Contract shall be maintained for a period of three years by the **Contractor**, and shall be subject to inspection by the **City** of its designated agents at any time during normal business hours. Vehicle exteriors shall be cleaned at least two times each week, and interiors cleaned at least once each week.

Condition and Satisfaction of Legal Requirements: All vehicles must be in sound working order, and must otherwise comply with all existing Federal, State and local statutes, ordinances, rules and regulations pertaining to the safe operation of such vehicles. They must be duly registered and licensed for passenger operations by the State of California. The **Contractor** shall provide the **City** with such documentation and certifications as may reasonably substantiate the **Contractor's** compliance with these requirements.

7. PERFORMANCE STANDARDS:

In providing the service described within this Agreement, the **Transit Contractor** shall adhere to the following service standards:

OPERATING PERFORMANCE STANDARDS

The **Contractor** is required to attain certain levels of performance. Penalties outlined herein are intended by the **City** to establish some measurable objectives for service quality and **Transit Contractor** performance. Failure to achieve the performance levels, as outlined in this section, may result in assessment of penalties and potentially, in the termination of the Contract pursuant to the termination provisions herein. The **Contractor** shall strive at all times to provide service in a manner that will maximize productivity and at the same time maximize the responsiveness and quality of service to the customer. Since the **City** recognizes that some times, responsiveness and quality of service to the customers may conflict with required productivity, the **City** therefore has established the following performance standards.

Section 701: Vehicles

Vehicles shall be operated with due regard for public safety, comfort, and convenience of passengers and the general public.

Section 702: Service

Services shall be provided as scheduled or according to any adjusted schedule established by the **City**, including route modifications required as a result of a declared emergency. The **Contractor** shall strive to maintain on-time performance; however, the **Transit Contractor** shall not be held responsible for the failure to provide on-time service due to weather or traffic conditions, vehicle malfunctions that are clearly beyond the **Contractor's** control, naturally occurring disasters, or other reasonably unpredictable situations, if sufficient documentation is provided to the **City** on a timely basis.

Section 703: Incentives

Adherence to Schedule:

a. A service route is required to be on time within a 5-minute window (0-5 minutes late) for 95% (ninety five percent) of the trips in a month.

b. On-time performance checks shall be made by the **City** using three random sample days per month. **Transit Contractor** must meet or exceed the standard in the three samples.

Section 704: Preventable Accidents

The **Contractor** shall strive to achieve zero preventable accidents during each month, as determined through the use of National Safety Council Standards (where an accident shall be defined to include any injury accident or incidents with property damage in excess of $100).

Section 705: Fare Collection

It will be the responsibility of the **Transit Contractor** to oversee the collection of fares and to make sure all fare media is honored as required by the **City**. The **City** shall at all times make available to the **Transit Contractor** a complete list of tariffs, indicating what type of fare is to be collected from each type of passenger.

Collection and Transfer of Fares; Transfer Coupons: On a daily basis, the **Transit Contractor** shall remove the vaults from each fare box. The **City** will collect and transport the fared to the City Treasurer's Office (or other agent designated by the **City**) for counting. The **City** will provide additional vaults for the purposes of handling fare box revenue. Also on a daily basis, all transfers collected shall be organized in batched by route and kept for a period of at least one month following the day of service on which they were collected. Unless transfers for specific days are required by the **City**, the **Transit Contractor** shall turn over to the **City** the batched transfers for two weekdays each month, along with the billing and other administrative forms and reports submitted monthly.

In collecting and monitoring fares, the **Transit Contractor** shall use only those fare boxes dedicated solely to the **City** and none other. Nor shall fare box vaults dedicated to the **City** be used in fare collection efforts for other cities or systems. Should vaults become filled, the **Transit Contractor** shall pull the first vault and install a second for completion of the route's operation for that day.

Section 706: Specific Criteria for On-Time Performance

- Ninety five percent (95%) of all scheduled runs must be made.
- Under no circumstances shall a vehicle depart from its scheduled stop earlier than the scheduled departure time.
- Ninety percent (90%) of all peak-period runs must begin within five (5) minutes of their scheduled start times, and must not arrive at any scheduled stops throughout the route more than five (5) minutes late.
- Ninety-five percent (95%) of all off-peak runs must begin within five (5) minutes of their scheduled start times, and must not arrive at any scheduled stops throughout the route more than five (5) minutes late.
- Under no circumstances must drivers ever exceed posted or otherwise understood speed limits.

All drivers must carry reasonable reliable watches or timepieces, and these must be synchronized within two minutes of the actual time at the beginning of each operating day. The

following circumstances shall fully relieve affected drivers from adherence to these standards:

- Emergencies
- Inclement weather
- Excessive traffic congestion (including "Christmas Week") or civil disorder
- Passenger incidents (behavior problems, etc.)
- Accidents
- Gang violence, or the threat thereof
- Strikes
- Unavailability of fuel
- Vehicle break downs
- Unavailability of spare parts
- Severe overcrowding
- Closure of roads
- Delays by trains

The **Transit Contractor** must notify the **City** in writing when the above circumstances interfere with its ability on a given operating day to meet the on-time performance standards specified in this Agreement.

Section 707: Passenger Assistance and Lift Operation

All drivers must provide reasonable assistance to all passengers at all times, as specified in Section 502. This shall include, at a minimum, assistance to all wheelchair occupants and other disabled passengers, and informational assistance to passengers.

Section 708: Route and Schedule Adherence

Unless instructed otherwise by the **City** or by the **Contractor's** Dispatcher under extraordinary circumstances, no vehicle shall deviate from the route or schedule to which it is assigned. Speeding and other illegal or unsafe measures shall under no circumstances be allowed as a means to ensure conformity to routes and/or schedules. When such deviations occur, they shall be treated as "Incidents" as defined within this Agreement and shall require written reports submitted to the **City** in accordance with the appropriate sections of this Agreement pertaining to the treatment of incidents and incident reporting.

Section 709: Courtesy and Cooperation

All **Contractor's** personnel engaged in providing service under this Agreement shall cooperate and behave in a courteous and helpful manner at all times, to the degree reasonable and possible. The Project Manager and Site Supervisor shall constantly monitor and reinforce courteous and cooperative driver behavior.

8. REPORTING. ACCOUNTING, AUDITING:

Section 801: Maintenance and Inspection of Records

With the exception of Daily Summaries, Driver's Logs, Transfers, and other raw data and summaries which are later consolidated into other reports, all records, reports, documents, analyses and administrative materials submitted to the **City** or otherwise used by the **Transit Contractor** for administrative or planning purposes shall be maintained by the **Transit Contractor** for a period of at least three years, and shall be made available for review by the

City or its designated agents at any time during normal business hours on the premises of the **Transit Contractor** where such records and other information are stored.

Section 802: Daily Logs

All drivers providing service under this Agreement shall be required by the **Transit Contractor** to maintain and complete a daily Driver's Log for each vehicle, which provides for the recording of the information delineated in Section 502 of this Agreement. Such Driver's Logs shall be reviewed daily by **Contractor's** personnel and shall be made available for inspection by the **City** or its designated agent upon request at the Transit Contractor's premises during normal business hours.

Section 803: Monthly Summaries and Reports

The **Transit Contractor** shall submit to the **City** each month, along with its invoices, a monthly summary report containing the information obtained from Driver's Logs/Stop Sheets and other **Transit Contractor** information collection mechanisms. Such monthly summaries shall include, but not be limited to the following information:

- Rider-ship totals desegregated by route and operating period.
- Number of accidents and "reportable" incidents, per route and operating period, plus copies of all accident and incident reports which may not have been previously tendered to the **City**.
- Transfer totals, both intra-system and inter-system desegregated by route.
- On-time performance summaries, according to the standards identified in, and required by, Section 7 of this Agreement.
- The number of road calls, by vehicle type and specific vehicle.

Section 804: Quarterly Reports

The **Transit Contractor** shall also submit quarterly reports consolidating the data on monthly reports and providing, in addition, any general comments on service problems or other issues which the **City** should consider in its efforts to improve service.

Section 805: National Transit Database (NTD) Annual Reporting

The **Contractor** shall complete the necessary forms required by the Federal Transit Administration (FTA) and submit them no later than 30 days after the end of the fiscal year. The Los Angeles County Metropolitan Transportation Authority (LACMTA) provides annual training to assist **Contractor** with the NTD reporting.

Section 806: Disadvantage Business Enterprise (DBE) Report

The **Contractor** shall prepare a quarterly DBE report, to be submitted no later than 30 days after the end of each quarter and an annual DBE report, to be submitted no later than 30 days after the end of the fiscal year. The report shall include (A) a listing of all DBE firms used; (B) the type of procurement in which DBEs were involved; and (C) a percent (by dollar amount) of purchases from DBE firms, as measured against all other purchases.

Section 807: Equal Employment Opportunity (EEO)/Affirmative Action Report

The **Contractor** shall maintain and implement an Equal Employment Opportunity/Affirmative Action Program and policy in accordance with FTA guidelines. The **Contractor** shall, no later than 30 days after the end of each fiscal year, prepare an EEO report which consists of the following:

- Work force Analysis for each job category;
- Job Group Analysis for each job category;
- Hiring Analysis for each job category;
- Promotional Analysis for each job category;
- Termination Analysis for each job category;
- Utilization Analysis that shows the ethnic and gender breakdown for each job category as well as indicated the short term and long term goals for achieving under-utilized minority groups; and
- Availability Analysis that compares the current workforce against the available workforce.

Section 808: Accounting

The **Transit Contractor** shall record all financial and administrative transactions involving the provision of service described within this Agreement in a separate set of records, clearly distinguishable from its other business transactions. Such records shall consist of a clear system of internal control, established in accordance with generally accepted accounting practices, and in compliance with all-relevant Federal, State and local statutes and guidelines. The recording of all such transactions related to the performance of services as described in this Agreement shall be provided in such a manner as to leave a clear audit trail. The **Contractor's** records of any such transactions related to this Contract shall be made available for review by the **City** or its designated agents at any time during normal business hours on the **Contractor's** premises.

Section 809: Audits

The **City** may at any time choose to audit the complete records of the **Transit Contractor** regarding the services provided within this Agreement. However, the **City** must notify the **Transit Contractor** at least two weeks in advance of such an audit and conduct the audit at the reasonable convenience of the **Transit Contractor** so as not to unduly disrupt or interfere with the **Contractor's** business. Costs for such an audit shall be borne entirely by the **City**, except that penalties and legal remedies resulting there from shall be paid for by the **Transit Contractor**, according to the verdict of panel of arbitration or a court of law, in such case as the **Transit Contractor** is found guilty of errors in calculations, misrepresentation or fraud.

9. RESPONSIBILITIES OF THE CITY:

Section 901: Establishment of Service Policies and Procedures

The **City** shall be solely responsible for establishing all policies relating to service, including but not limited to the following:

- Operating days and hours

- Frequency of service
- Fares and fare payment mechanisms
- Routes
- Stops
- Transfer policies
- Coordination with other transportation services

The **City** also may unilaterally change any service policies which have no significant affect on the **Contractor** performance of its responsibilities related to the provision of service as described within this Agreement, in good faith, to compensate for the differences in responsibilities and costs associated with the desired changes.

Section 902: Vehicles

The **City** shall provide six vehicles (consisting of three (3) new CNG, two (2) 2003 El Dorado National CNG buses and one bus for back up) to be used by the **Contractor** to operate the Compton Transit Service. The vehicles shall be licensed and registered with the **City**.

Section 903: Marketing and Outreach

The **City** shall be solely responsible for the marketing and advertising of the services provided by the **Transit Contractor** under this Agreement and for any outreach efforts, except that the **Contractor's** adherence to the provisions of this Agreement shall be considered essential elements of the overall marketing of service for which the **Transit Contractor** shall be held responsible. Of key importance among these elements are the conduct cooperation, expertise, helpfulness and appearance of the **Contractor's** drivers, and the quality and thoroughness of service monitoring.

Section 904: Monitoring, Inspection and Audits

Apart from service monitoring provided by the **Transit Contractor**, the **City** shall also monitor the quality and quantity of service, including but not limited to:

- Review of all data submitted
- Periodic review of Driver's Logs
- On-board and on-site monitoring of service
- Monitoring of vehicle maintenance and personnel practices and procedures
- Inspecting records and conducting audits of Contractor's records

Section 905: Determination

As part of the **City's** monitoring efforts, it shall measure the degree to which the **Contractor's** service is deficient according to the standards established for it in Section 7 of this Agreement, and shall calculate the liquidated damages at the amounts specified elsewhere in this Contract, if any, for such deficiencies and convey them in writing to the **Transit Contractor**. The **Transit Contractor** shall have a period of thirty (30) days to examine the claim of liquidated damages, and during that time, shall have the right to present evidence that such claims are invalid or inaccurate. If the **City's** claim for liquidated damages is not disputed in writing by **Contractor** by the end of the thirty day (30) period, liquidated damages shall be deducted from the invoiced reimbursement of **Transit Contractor** one month following the month represented by the damages. Disputed claims shall be resolved by mutually agreed arbitration, mediation, or other alternative dispute resolution procedures. If the parties cannot agree to alternative

dispute resolution the dispute shall be resolved in court by action of either party.

Section 906: Resolution of Complaints

It shall be the **City's** responsibility to resolve all complaints submitted to it by riders, non-riders or the **Transit Contractor**. The **City** shall have the responsibility to investigate any such complaints, and shall be entitled to full cooperation by the **Transit Contractor** in the resolution of such complaints. If it is found that the complaint is valid, and it can best or most effectively be addressed by the **Transit Contractor** (with the exception of the **Transit Contractor** exceeding its responsibilities as described within this Agreement), then the **Transit Contractor** shall be responsible to remedy the situation underlying the complaint. Included in this effort is the **City's** responsibility to resolve complaints about passengers and passenger behavior received from the **Transit Contractor**, rendering the rider-ship environment safe for the **Transit Contractor** and its personnel as well as for the passengers.

Section 907: Counting Fares and Verifying Fare Collection Efforts

The **City** or its designated agent (s) shall be responsible for counting fares delivered by the **Transit Contractor** daily, and for reconciling those fares with the records, for such submitted by the **Transit Contractor**. Should discrepancies be found between the actual fares collected and the records of such collection obtained by the **Transit Contractor**, the City shall have the responsibility of investigating the causes of such discrepancies, except that the **Transit Contractor** shall fully cooperate in such investigation.

10. LIQUIDATED DAMAGES:

Because of the nature of the services to be provided under the terms of this Agreement, it is agreed and understood by both parties that it would be impractical or extremely difficult to accurately quantify the actual damage to the **City** and its transportation system stemming from the failure of the **Transit Contractor** to provide services in accordance with the terms of this Agreement, or from the failure of the **Transit Contractor** to meet the service standards established in Section 7 of this Agreement. In no case will liquidated damages exceed $5,000 in any given month. **City** agrees to notify **Contractor** of any event which could lead to imposition of liquidated damages within 24 hours of **City** becoming aware of the event.

Therefore, in lieu of a determination of actual damages stemming from each failure, the liquidated damages cited below shall serve as proxies for such damages, and shall be deducted from the compensation due the **Transit Contractor** pursuant to Section 12 below.

Section 1001: Damages of $750 per Incident (maximum of $5,000 per month per type of accident).

Liquated damages of $750 shall be assessed and deducted for the following failures or occurrences:

- Failure to investigate driver problems and complaints which could reasonably be expected to create problems or hazards to passengers.
- Deployment of a vehicle which has failed a CHP inspection, or which has not been inspected in accordance with required inspection intervals.
- Failure to maintain the required liability insurance and failure to notify the City of

such failure.

- Deployment of an unsafe vehicle with defects to include the following which should be easily detectable during the required vehicle check-out:
- Defective brakes and/or brake system.
- Bald tires

Section 1002: Liquidated Damages of $500 per Incident (maximum of 4 incidents of each type per month).

Liquidated damages of $500 per incident shall be assessed and deducted for the following failures or occurrences:

- Assignment of a driver known not to have a valid operator's permit/license for the vehicle type to which he or she was assigned.
- Failure to properly review drivers' records during the hiring process; such records to include DMV checks, criminal records and drug-testing results.
- Failure to have radio dispatch control of vehicles at all times (other than due to technical failure of radio equipment, repeater, transmitters, etc.)

Section 1003: Liquidated Damages of $50 per Incident (maximum of 4 incidents of each type per month).

Liquidated damages of $50 per incident shall be assessed and deducted for the following failures or occurrences:

- Failure to turn in fares for the previous day's operations by the next weekday (Monday through Thursday).
- Use of a non-**City** receptacle to collect and transport fare box revenue.
- Turning in revenue without proper and accurate route identification.
- Use of a **City** fare box vault in service for other cities or systems.

Section 1004: Liquidated Damages of $25 per Incident.

Liquidated damages of $25 per incident shall be assessed and deducted for the following failures and occurrences:

- Failure of any driver to wear his or her uniform.
- Failure to fill out Driver's Logs.
- Failure to clean the interior *and/or* exterior of the vehicles, as required.

Section 1005: Specific Performance Related Penalties and Liquidated Damages

Notwithstanding the above caveat, the **City** shall impose penalties on the following basis for failure to meet agreed-upon performance standards:

A. ***Adherence to Schedule***

1. Early Departure. If a service trip departs a stop or checkpoint in advance of the scheduled departure time, the penalty shall be $100 (one hundred dollars) per occurrence.

2. Late Departure. Between 10 to 15 minutes late. If a bus run departs more than 10 (ten) minutes but less than 15 (fifteen) minutes following the scheduled departure time, the penalty shall be $50 (fifty dollars) per occurrence.

3. Late Departure. More Than 15 minutes late. If a bus run departs more than 15 (fifteen) minutes following the scheduled departure time, the penalty shall be $75 (seventy-five dollars) per occurrence.

4. Incomplete Trip. If a service trip is not substantially completed, the penalty shall be $1,000 (one thousand dollars) per occurrence. If a departure occurs later than the time for which the next departure for such stop is scheduled to occur, such trip shall be deemed not to be completed.

5. Vehicle Not Available. If a service trip is not made, due to the unavailability of a vehicle, and a substitute vehicle is not made available, the penalty shall be $100 (one hundred dollars) per vehicle per day.

6. Deficient Vehicle Condition. If it is found that a service trip is made in a vehicle that is in a condition that renders it unfit for service (e.g., non-operational, poor appearance, mechanical malfunction, unreadable head sign) and this has not been noted by the vehicle operator prior to start of service, the penalty shall be $100 (one hundred dollars) per day.

B. ***Reporting***

The **Contractor** shall submit reports required on a quarterly basis to the **City** 30 (thirty) days following the close of the quarter. The **Contractor** shall submit reports required on an annual fiscal year basis to the **City** by 30 (thirty) days after the close of the fiscal year. The **Contractor** shall submit reports required on a monthly basis to the **City** by 15 (fifteen) days after the end of the month. The **Contractor** shall submit reports required on a daily or 24-hour basis to the **City** within 24 hours. Penalties of $50 (fifty dollars) shall be assessed for late reports.

C. ***Compton Transit Personnel Performance Standards***

1. Operator Availability. Regularly assigned drivers or trained back-up drivers must be available and on time daily to insure consistent reliable service.

2. Knowledge of *Service.* All personnel are responsible for knowledge of the Compton Transit system. Project personnel must maintain a courteous attitude, answering to the best of their ability any passenger or employee requests regarding the provision of service. Personnel must also report all passenger complaints and/or operational problems to the Project Manager or Site Supervisor.

3. Driver Report. Drivers must accurately complete and submit daily required operating reports.

Section 1006: Exceptions to Liquidated Damages

In the assessment of any liquidated damages, **NO DAMAGES SHALL BE ASSESSED IF IT CAN BE DOCUMENTED THAT THE REASON FOR THIS FAILURE OR OCCURRENCE LAY BEYOND THE CONTRACTOR'S REASONABLE CONTROL, OR IF THE TRANSIT CONTRACTOR HAD BEEN GIVEN PERMISSION TO DEVIATE FROM THE TERMS OR STANDARDS OF THIS AGREEMENT BY THE CITY.** Such reasons for such failure which lie beyond the **Contractor's** control may include, but are not limited to:

- Inclement weather
- Excessive traffic congestion
- On-board behavior problems
- Riots, strikes and/or other civil unrest
- Vandalism
- Accidents or incidents
- Unavailability of spare parts *and/or* fuel
- Emergency situations
- Overcrowding
- Vehicle breakdowns
- Delays by trains

No liquidated damages shall be assessed to the **Contractor** or deducted by the **City** for any month of operations if the liquidated damages for that month total less than $250.00. And no liquidated damages related to on-time performance shall be assessed for any day if the system-wide on-time performance for that day has met the **City's** performance standards. The **City** shall not assess liquidated damages for the first 90 (ninety) days of service from the commencement date of this Contract.

11. INSURANCE:

Section 1101: Liability Insurance

For all vehicles used in the performance of service under this Contract, whether regularly deployed or used as spare vehicles, **Contractor** shall maintain in force at all times during the term of the Contract an insurance policy or policies providing comprehensive general liability, property damage, and automobile insurance in amounts of not less than the following limits or those limits currently required by California Vehicle Code § 16500.5 or Public Utilities Commission General Order 101E or any successor statutes or regulations, whichever is greater.

- `Ten million dollars ($10,000,000) for injury or death arising out of any one accident.
- Three million dollars ($3,000,000) for injury or death to any one person.
- Two million dollars ($2,000,000) for property damage.
- Such insurance shall be obtained only from a company rated "A" or better in the Best Insurance Guide, and authorized and licensed to do business in the State of California.
- Additional insured's have no liability for the payment of any premiums or

assessments under the policy.

- The insurance coverage's afforded the additional insured's under the policy shall be primary insurance, and no other insurance maintained by the additional insured's shall be called upon to contribute with the insurance coverage's provided by the policy.

- Each insurance coverage under the policy shall apply separately to each additional insured against whom claim is made or suit is brought except with respect to the limits of the insurance company's liability.

- Nothing in the contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third party claims (i.e., in the same manner as if separate policies had been issued to each insured)**.** Nothing contained in this provision shall operate to increase or replicate the insurance company's limits of liability as provided under the policy.

- The insurance afforded by the policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the **Contractor** under the indemnification and/or hold harmless provision (s) contained in or executed in conjunction with the written agreement (s) designated in the insurance policy between the **Contractor** and the additional insured's. The **Contractor** shall name as additional insured: the City of Compton, its elected and appointed officials, officers, employees, agents and volunteers and Compton Fixed Route Transit System.

- The policy is not to be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to the **City**, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of the insurance company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

- The insurance company shall waive all rights of subrogation and contribution against the additional insured's, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of **Contractor** regardless of any prior, concurrent, or subsequent active or passive negligence by the additional insured's.

- Insurance company shall agree that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of the contract of insurance.

Section 1102: Endorsements and Certificates of Insurance

At all times during the term of this Contract, the **Contractor** shall maintain on file with

the **City** endorsements of the insurance carrier or carriers showing that the aforesaid policies are in effect in the amounts above provided, the additional insured's are named therein, and that the policies cannot be non-renewed, canceled or reduced except on thirty (30) days notice by the insurance carrier to the **City**. The endorsements shall also specifically state that the coverage contained on those policies affords insured with the terms and conditions as set forth in this Contract. The **Contractor** shall file such endorsements with the **City** prior to the commencement of service under this **Contract**. Endorsements shall be in approved form by the *City's* Risk Management office.

The **Contractor** shall also provide the **City** with certificates of insurance documenting its compliance with these provisions not less than ten (10) days prior to the commencement of service under this Contract. Said certificates shall name as additional insured: the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers and the Compton Fixed Route Transit System as **"additional insured's"**.

Section 1103: **Workers' Compensation Insurance**

Throughout the term of this Contract, the **Contractor** shall obtain and maintain Workers' Compensation Insurance and Employer's Liability Insurance as required by the laws of the State of California for all employees engaged in the performance of service as specified within the Contract. A certificate documenting such insurance shall be filed with the **City** prior to the commencement of the services described in this Contract and shall not be canceled or materially changed without a 45 day prior written notice to and subsequent written approval by the **City**.

Section 1104: **Indemnification and Hold Harmless**

The **Contractor** agrees, to the fullest extent permitted by law, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the **City** and its elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnities") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the negligent performance or negligent or willful failure to perform any term, provision, covenant, or condition of this Contract, including this indemnity provision.

This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnities and shall operate to indemnify Indemnities less any Liabilities caused by Indemnities own active or passive negligence. This indemnity provision shall survive the termination of the Contract and is in addition to any other rights or remedies which Indemnities may have under the law. Payment is not required as a condition precedent to an Indemnity's right to recover under this indemnity provision, and an entry of judgment (covered by this provision) against an Indemnity shall be conclusive in favor of the Indemnity's right to recover under this indemnity provision. The **Contractor** shall pay Indemnities for any attorneys' fees and costs incurred in successfully enforcing this indemnification provision to a judgment in court.

This indemnity is effective without reference to the existence or applicability of any insurance coverage's which are required under the Contract or any additional insured

endorsements which may extend to Indemnities.

The **Contractor** shall cause any contractors or subcontractors who perform any work on behalf of the **Contractor** prescribed hereunder to so indemnify the **City** and its elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns by execution of the approved forms.

12. COMPENSATION:

The compensation paid by the **City** to the **Transit Contractor** for the performance of services under this Agreement shall be computed at the following rates: **$43.576** per Vehicle Service Hour, beginning November 19, 2014 through November 18, 2015, for a total of **$748,113.96**; **$44.050** per Vehicle Service Hour, beginning November 19, 2015 through November 18, 2016, for a total of **$756,391.97;** and **$45.196** per Vehicle Service Hour, beginning November 19, 2016 through November 18, 2017, for a total of **$775,279.90.**

Additionally, it is agreed between the **City** and the **Transit Contractor** that the **City** will pay the **Transit Contractor $120,000.00 annually**, for the three (3) year term of this Agreement for the purchase of fuel.

If the **City** decides to exercise one (1) or both of the extension options, it is agreed that the compensation to be paid by the **City** to the **Transit Contractor** for Option 1 (November 19, 2016 through November 18, 2017) shall be limited to the total amount of **$792,577.94** and Option 2 (November 19, 2017 through November 18, 2018) shall be limited to the total amount of **$811,219.00.**

Section 1201: Liquidated Damages and Adjustments

The monthly total of compensation paid to the **Transit Contractor** by the **City** shall be adjusted by the non-disputed Liquidated Damages assessed and deducted from the amount due, as described in Section 10 of this Agreement. Such deduction shall be made from the payment for the month following the month of service for which such liquidated damages have been assessed, providing the **Transit Contractor** sufficient time to investigate the assessment of damages and provide documentation of their invalidity.

In addition, the **Transit Contractor** shall be entitled to obtain an increase in the overall per vehicle service hour rate, negotiated in good faith with the **City**, if and when any of the cost items identified in the cost proposals increase by more than ten percent (10%) per year, except:

*Cost increases in labor, fringe benefits, maintenance and depreciation may lead to a rate increase only if and when such an increase is the result of statutory or regulatory changes or other institutional mandates beyond the **Contractor's** control.*

Section 1202: Payment Schedule

Transit Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **City** of invoices, accompanied by all reports and

other submittals required by Section 5, 8 and (occasionally) 11 of this Agreement. To the best of its ability, the **Transit Contractor** shall make all reasonable efforts to submit its invoices for service and accompanying documentation within five (5) calendar days following the month of service to which the invoice shall apply. Failure to comply with this schedule may result in a delay of payment to the **Transit Contractor** of one disbursement cycle.

13. SUBCONTRACTING, DELEGATION AND ASSIGNMENT:

The **Transit Contractor** shall not delegate, subcontract or assign its duties or rights to the performance of the service described in this Agreement to any other party, either in whole or in part, without the prior written consent of the **City**, notwithstanding the specific exceptions noted in Section 1303 below.

Section 1301: Conditions for Permission to Assign

Should the **Transit Contractor** wish to subcontract, delegate or assign the performance of all or part of its responsibilities under this Agreement, it must submit to the **City,** in writing:

- An identification of that portion of service it wishes to subcontract, delegate or assign;
- A complete description of the proposed assignee, delegate or subcontractor, along with their capabilities to perform such services, and the anticipated impact of such assignment, delegation or subcontract to the performance of such services; and
- A written agreement to assure full liability and responsibility for the performance of all such services performed by an assign, delegate or subcontractor in the event that the assignee, delegate or subcontractor defaults in honoring its responsibilities thereto.

The assignment, delegation or subcontracting of any responsibilities outlined in this Agreement must be approved in writing by the **City.**

Any assignment, delegation or subcontract shall be made in the name of the **Transit Contractor,** and shall not bind or purport to bind the **City,** and shall not release the **Transit Contractor** from any obligations to the **City** under this Agreement including, but not limited to the duty to properly supervise and coordinate the services performed by the **Contractor's** manage, employees, assignees, delegates and/or subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation due and payable to the **Transit Contractor** under this Agreement.

Section 1302: Prohibitions of Assignment

Performance of the following services and tasks may **NOT** be assigned under any conditions, and therefore, will require a formal amendment to this Agreement in order to be effected:

- Employment, management and/or supervision of drivers.
- Employment, management and/or supervision of the Project Manager and/or Site Supervisor.

- Provision of vehicles.
- Monitoring of service.
- Preparation of accident and incident reports.
- Scheduling and assignment of drivers and/or vehicles for service, and vehicles for maintenance.
- Dispatching services.

Section 1303: Acceptable Assignments

The following services may be assigned without permission from the **City**, so long as the quality and adequacy of such services comply with the standards for such described Agreement and, at minimum, conform to or exceed the quality of such service as provided directly by the **Transit Contractor**:

- Fuel
- Spare parts
- Training Drug-testing
- Uniform provision and cleaning
- Vehicle cleaning
- Recruiting
- Fringe benefit services
- Maintenance of the vehicles
- Handling and transferring of fare box revenue.

14. TERMINATION. SUSPENSION AND CANCELLATION

Upon a determination by either party to this Agreement that the other party has failed to comply with any of the terms or provisions of this Agreement, a notice of intent to terminate shall be delivered, by certified mail, to the other party. The Notice to Terminate shall specify the failure, and the reasons for the termination.

Section 1401: Status of Notice to Terminate

If the reason for the **City's** transmittal of a Notice to Terminate to the **Transit Contractor** is directly related to the **Contractor's** gross disregard of the provision of safe transportation, and the **City** may reasonably suspect that such disregards is related to policies, attitudes or ineptitude, such that a remedy to the immediate cause of the Notice to Terminate could not reasonably assure the **City** that such causes would not be repeated, then the **Transit Contractor** may be granted an opportunity to remedy the problem only if given specific permission to do so by the **City**. In such cases, the opportunity to remedy the problem shall not be automatic, but at the reasonable discretion of the **City**. Other than directly related to the safety of transportation, the party receiving a Notice to Terminate shall be given a period of ten

(10) days following its receipt of such Notice to remedy the problem and to provide assurances to the other party that the problem will not occur again, or if it should, that the party creating the problem will monitor, discover and correct it in an extremely short period of time, such period as shall be reasonably given the severity of the problem and the ability to detect it easily and quickly, given diligent monitoring efforts.

Should the party receiving the Notice to Terminate not remedy the problem within the allowed specified time, then the party issuing the Notice to Terminate shall have the right to transmit an Order to Cease and Desist. Such Order to Cease and Desist shall take effect immediately if the problem presents or may reasonably present an endangerment to passengers or other members of the community in or surrounding the service area. Otherwise, the party being issued the Order to Cease and Desist shall have a period of 30 days to cease and desist from all operations, except that the party issuing the Order to Cease and Desist may extend the period, at its option, up to 90 days, in order to provide the **City** ample time to procure replacement services.

Section 1402: Compensation During Period of Order to Cease and Desist

During the period between a party's receiving an order to Cease and Desist and the final day of service, it shall be entitled to full compensation, according to the terms and conditions of this Agreement for all services rendered during this period, Section 10 of this Agreement notwithstanding.

Section 1403: Termination for Cause

Except as otherwise provided herein, a party to this Agreement may terminate the Agreement only for cause as provided in this Agreement.

Section 1404: Costs of Replacement Service

Should the **City** issue an Order to Cease and Desist, it may retain the **Contractor's** final month's payment for a period of six (6) months. During these six months, and assuming that replacement services do not begin until 90 (ninety) days following the issuance of the Order to Cease and Desist, the **City** must make its best faith efforts to obtain replacement services at a cost equal to or less than that provided to the **Contractor** for equal or superior service. However, should the costs of obtaining the replacement services exceed the costs for such services as provided by the **Contractor**, then the **Contractor** shall be responsible for paying to the **City** the difference between its costs and the costs for replacement services for the first six (6) months of the replacement services. In order to collect these differences, the **City** may accumulate the total additional costs over the first six (6) months of the replacement service's contract, and then deduct such additional costs from the final payment due to the **Contractor**.

In order to mitigate the consequences of such payment deduction, the **City** will accept the **Contractor's** assistance in locating a replacement service in good faith.

Section 1405: Termination for Extraordinarily Poor Performance

Apart from the right to terminate this Agreement for cause related to violations of the provisions contained herein, the **City** may exercise a special right to terminate the Agreement if the violations for which liquidated damages are charged become excessive and remain so for a period of three consecutive months. For purposes of this Section, "excessive" may be measured in one of several ways:

- The number of violations or failures in at least three areas reaches the maximum number of incidents for which liquidated damages may be assessed.
- Violations of a single incident of liquidated damages of $750.00 per incident occur at least one in three successive months of service.
- The amount of liquidated damages exceeds three percent (3%) of the **Contractor's** total compensation otherwise due for three successive months.

In such cases, the **Contractor's** right to remedy the problem or problems shall not exist, as the parties agree that the **Transit Contractor** shall have been placed on notice of its pending violation of this provision by the **City's** assessment of excessive liquidated damages during the first three successive months. The continuation of the problems for which damages are assessed for two additional months shall comprise evidence of the **Contractor's** inability or unwillingness to resolve the problems. Accordingly, under these circumstances, the **Transit Contractor** hereby agrees that its right to remedy the problem or problems identified in the Notice to Terminate shall have been conclusively waived.

Section 1406: **Termination for Unavailability of Funds**

Transit Contractor understands and agrees that state constitutional limitations preclude **City** from incurring a financial obligation, which exceeds the amount of funds presently available for commitment to such an obligation. Therefore, it is mutually agreed and understood that, at any time during the term of this Agreement, funds may not be available for the payment of additional services and other payments otherwise required under this Agreement. **City** does, however, agree to use its best efforts to obtain funds throughout the term of this Agreement which funds may be committed to the obligations contained herein. In the event such funds are not allocated by City Council to the payments required under this Agreement, **City** will provide notice of its inability to continue to make payments under this Contract at such time as **City** becomes aware of the non-appropriation of funds. Such notice shall not release or relieve **City** from all payment obligations preexisting under this Contract and owed to **Transit Contractor**. In the event of such unavailability of funds, if **City** exercises its right to terminate this Agreement, **City** shall not be responsible for damages or costs of any kind or nature incurred by **Transit Contractor** as a result of such termination. Availability of funds will be determined at the sole discretion of **City**.

15. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS:

It is the intention of both parties to this Agreement that the laws of the United States and the State of California, as well as all county and local regulations shall govern the performance of services within this Agreement and the conduct of both parties to this Agreement in the performance of those services.

Section 1501: **Contractor's Compliance**

In its performance of services within this Agreement the **Transit Contractor** warrants and certifies that it shall comply with all Federal, State, County and local laws and regulations

pertaining to the operation, inspection and maintenance of vehicles, the provision, supervision and management of labor, and any and all other laws and regulations related to any aspects of the provision of service as described within this Agreement.

Section 1502: Licenses and Permits

The **Transit Contractor** and any of its agents or employees engaged in the provision of service described within this Agreement shall maintain all current permits and licenses as may be required by law for the operation of business and the performance of any and all services under this Agreement.

16. INDEPENDENT CONTRACTOR/CONFIDENTIALITY:

Transit Contractor is, and shall at all times remain as to **City**, a wholly independent Contractor. **Transit Contractor** shall have no power to incur any debt obligation, or liability on behalf of **City** or otherwise act on behalf of **City** as an agent. Neither **City** nor any of its agents shall have control over the conduct of **Transit Contractor** or any of **Contractor's** employees, except as set forth in this Agreement. **Transit Contractor** shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of **City**. **Transit Contractor** agrees to pay all required taxes on amounts paid to **Transit Contractor** under this Agreement, and to indemnify and hold **City** harmless from all taxes, assessments, penalties, and interest asserted against **City** by reason of the independent Contractor relationship created by this Agreement. **Transit Contractor** shall full comply with the workers' compensation law regarding **Transit Contractor** and **Contractor's** employees. **Contractor** further agrees to indemnify and hold **City** harmless from any failure of **Transit Contractor** to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any undisputed amount due to **City** from **Contractor** as a result of **Contractor's** failure to promptly pay to **City** any reimbursement or indemnification under this Section. Any disputed fee amounts under this Agreement shall be resolved pursuant to Section of this Agreement.

Transit Contractor covenants that all personal information received by **Contractor's** personnel is confidential and shall not be disclosed by **Transit Contractor** personnel without written authorization by **City**. City shall grant such authorization if disclosure is required by law. **Contractor's** covenant under this section shall survive the termination of this Agreement.

17. CONFLICT OF INTEREST:

The parties to this Agreement agree that, to the best of their knowledge, no member of the City Council, officer or employee of the **City** has any interest whether contractual, non-contractual, financial or otherwise in this transaction, nor in other business of the **Contractor's**, and that if any such interests comes to the knowledge of either party at any time during the term of this Agreement, that party shall immediately make a full and complete disclosure of such conflict of interest, including all pertinent information, to the other party in writing. This provision is required even if and when such conflict of interest does not constitute a violation of any laws or regulations.

The **Transit Contractor** attests that, at the time of execution of this Agreement, it has no interest in, nor does it intend to acquire any interest in, any business or other transaction or relationship with the **City** which might constitute a conflict of interest, direct or indirect. The **Transit Contractor** further warrants that, in the performance of the services described within this Agreement, no person having any such interest shall be employed by the **Transit**

Contractor, unless such interest lies beyond the reasonable detection by the **Transit Contractor**.

18. NON-DISCRIMINATION:

In the performance of this Agreement, the **Transit Contractor** shall not discriminate against any passenger, employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. The **Transit Contractor** shall take affirmative action to ensure that passengers are served, subcontractors and applicants are employed, and employees are treated during their employment without regard to their race, color creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, notwithstanding the degree to which such a characteristic may limit the employees or potential employee's ability to physically perform the tasks required by this Agreement to which he or she would likely be assigned.

Section 1801: Affirmative Action

The **Transit Contractor** shall make deliberate efforts to involve minority and women in the following areas necessary to the provision of services as described within this Agreement:

- Employment
- Promotion
- Recruitment
- Compensation and bonuses
- Selection for training and apprenticeship

Further, the **Transit Contractor** shall take affirmative action to include, to the degree possible, minority subcontractors in the provision of services and goods identified as assignable under Section 13 of this Agreement.

19. RESOLUTION OF DISPUTES:

Section 1901: Binding Arbitration

In order to minimize the time and cost associated with the resolution of any disputes resulting for the performance or nonperformance of any services described within this Agreement, the parties may, but need not, choose to have such disputes resolved by binding arbitration. If binding arbitration is selected, each party shall select one arbitrator, and the two arbitrators shall jointly select a third arbitrator. Arbitration shall be conducted in conjunction with, and under the auspices and authority of the American Arbitration Association.

Section 1902: Legal Remedies

Should binding arbitration not be selected by mutual consent of both parties to this Agreement, the parties may seek relief through the legal system, within the jurisdiction of the State of California and the County of Los Angeles, if applicable. If any action or proceeding at law is commenced to enforce any provisions or rights under this Agreement, the unsuccessful party to such action or proceeding as determined by the court in a final judgment or decree shall pay to the prevailing party, without limitation, such costs, expenses and fees as were incurred in its efforts related to such proceedings, including the costs associated with any appeal. And if such prevailing party shall recover judgment in any such action or proceeding, such costs,

expenses and attorney's fees shall be included as part of such judgment.

20. NOTICES:

Except where verbal or oral notifications specifically are provided for within this Agreement, any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the parties regular business hours or by facsimile before or during the parties regular business hours; or (b) on the fifth day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in Section 102 of this Agreement or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section. Notices shall be sent to the representatives of the parties to this Agreement identified in Section 102 of this Agreement.

21. AMERICANS WITH DISABILITIES ACT (ADA):

The **Contractor** agrees to comply with the provisions of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 (PL#93-112).

22. DEBARMENT/SUSPENSION STATUS:

The **Contractor** shall provide the **City** with a certification addressing its debarment and suspension status and that of its principals. During the term of the Contract, the **Contractor** shall inform the **City** of any changes in the suspension or debarment status of the **Contractor** or its principals within ten days after such changes occur.

23. EQUAL EMPLOYMENT OPPORTUNITY (EEO):

The **Contractor** agrees to comply with the equal opportunity provisions of the Civil Rights Act of 1964, Executive Orders Numbers 11375 and 11246, as amended, as supplemented in the Department of Labor Regulations at 41 C.F.R. Part 60, and the relevant rules, regulations, and orders of the Secretary of Labor. In connection with the performance of the Contract, the **Contractor** shall comply with all the clauses set forth in 41 C.F.R. 60-1.4(b) as if such clauses were set forth in their entirety in this Contract. In addition, if appropriate, the **Contractor** agrees to comply with clauses set forth in 41 C.F.R. 60-4 as if such clauses were set forth in their entirety in this Contract.

24. DISADVANTAGE BUSINESS ENTERPRISE:

It is the **City's** requirement that DBEs as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed under this Contract. The **City** encourages the **Contractor** to utilize DBEs to the maximum extent feasible in the performance of contracts and subcontracts for the services provided under the Contract. The **City** requires DBEs to be 16%.

25. RATIONING AND EMERGENCY SITUATIONS:

Either party to this Agreement shall not be held to compliance if and when its resources are rationed by a government or other entity for use in an emergency situation, including but not limited to war, riots and/or civil disobedience.

26. PROTECTION OF INTERESTS:

The **Transit Contractor** shall enter into no other agreements and make no other transportation service commitments which shall have a reasonable likelihood of interfering with, or adversely affecting, the provision of services described within this Agreement unless otherwise authorized to do so, in writing, by the **City**.

27. CHANGES IN CONTRACTUAL STATUS:

Section 2701: Mutually Agreed-Upon Changes and Amendments

The parties to this Agreement may, at their mutual consent and discretion, adjust, extend or otherwise modify the scope of services as described within this Agreement. To the extent that such adjustments, extension or modifications are desired or agreed upon, such must be documented in writing and signed by both parties to this Agreement.

Section 2702: Compliance

Any amendment to or modification of this Agreement shall comply with requirements of all applicable Federal, State and local statutes and regulations.

Section 2703: Waiver

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of any provision of this Agreement, and shall not be construed as a waiver thereof.

Section 2704: Severability

If any provision of this Agreement is held to be inoperative, unenforceable, or otherwise invalid, the remaining provisions hereof shall remain in full force and effect without regard to such inoperative, unenforceable or otherwise invalid provision.

28. FORCE MAJEURE:

Either or both parties to this Agreement shall be excused from their mutual requirements to perform the service specified hereunder if and when either or both are prevented from so doing by Acts of God, strike and/or commandeering of vehicles, materials, products, plants or facilities by the government, or other event beyond the reasonable control of a party when evidence thereof is presented to the other party.

In the event that the **Transit Contractor** is unable to perform the services described within this Agreement as a result of such circumstances, the **City** shall be free to temporarily assign either those not performed responsibilities, or the full scope of responsibilities if partial assignment is not possible, to another company or agency until such time as the party unable to perform is once again able to do so. In such a case, the **City** shall bear the full and complete costs of reimbursing the temporary assignee for services performed. If the **Transit Contractor** is unable to resume the performance of the complete scope of services within six (6) months after cessation of performance of a portion of these services, the **City** may elect to terminate the Agreement, notwithstanding the recourse identified for termination as described in Section 14 above.

29. ENTIRE AGREEMENT:

This Agreement, its attachments and other documents incorporated herein by reference constitute the entire agreement and understanding of the parties hereto, contain all the terms and conditions agreed upon by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties hereto.

30. EXHIBITS:

Attachments which follow and those which have been incorporated herein by reference, are included as formal provisions of this Agreement and carry the full force and effect of any other provision of the Agreement.

IN WITNESS WHEREOF, Transit Contractor has executed this Agreement, and the **City**, by its City Manager, who is authorized to do so, has executed this Agreement.

MV TRANSPORTATION, INC.
TRANSIT CONTRACTOR

By: _____ **Dated: _____**
R. Carter Pate, Chief Executive Officer

CITY OF COMPTON
Recommended for Approval:

By: _____ **Dated: _____**
Glen W. C. Kau, P.E., Director,
Public Works/Municipal Utilities

Dated: _____ **By: _____**
G. Harold Duffey, City Manager

Approved as to form:

By: _____ **Dated: _____**
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ **By: _____**
Alita Godwin, City Clerk

PROPOSAL TO

City of Compton

FOR

Compton Renaissance Transit System

Dated: May 22, 2014

SUBMITTED TO:

City of Compton
Mr. Glen W.C. Kau, P.E.
Public Works/Municipal Utilities Department
205 South Willowbrook Avenue
Compton, CA 90220
Telephone: 310.605.5505

SUBMITTED BY:

MV Transportation, Inc.
and all subsidiaries, joint ventures, partnerships and affiliates
5910 N. Central Expy., Suite 1145
Dallas, TX 75206
Telephone: 972.391.4600

MV Transportation, Inc. is a federal contractor or subcontractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A. MV is an Equal Employment Opportunity/Affirmative Action Employer.

#16.

MV TRANSPORTATION, INC.

May 20, 2014

Mr. Glen W.C. Kau, P.E.
Public Works/ Municipal Utilities Department
Engineering Division
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Dear Mr. Kau:

MV Transportation, Inc. and all subsidiaries, joint ventures, partnerships and affiliates, (or "MV") greatly appreciates the opportunity to submit its proposal in response to the City of Compton Request for Proposals for the Compton Renaissance Transit System. I am hopeful that MV's performance, demonstrated breadth of experience, and tenure in the industry offers assurance that it is a stable and qualified partner.

As required, MV's proposed operating plan is contained herein. This plan follows MV's guiding management philosophy that service quality need not have a direct relationship to operating cost; rather it is created from a positive work environment that supports proactive employee relations and professional development.

I am your primary contact for this procurement and I am authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates. I can be reached any time of day at 623.340.3209 or joe.escobedo@mvtransit.com. Additionally, Mr. W.C. Pihl, executive vice president will serve as your secondary contact; he can be reached any time of day at 707.803.2954 or wcpihl@mvtransit.com. Please direct all correspondence related to this and all future procurements to MV's bid office located at 479 Mason Street, Ste. 221 Vacaville, CA 95688.

Pursuant to the requirements of the RFP, MV accepts the terms and conditions found therein and agrees to comply with all applicable laws governing this project.

Thank you for your consideration; I encourage you to once again select MV Transportation as your partner for the provision of the Compton Renaissance Fixed Route service. We look forward to working with you throughout this procurement.

Sincerely,

Joe Escobedo
Senior Vice President

Unconditional Satisfaction Guaranteed Warranty

MV TRANSPORTATION, INC.

MV Transportation is pleased to provide the following unconditional warranty to the City of Compton. In the event MV is selected to provide services pursuant to the City of Compton Request for Proposals for Compton Renaissance Transit System, in addition to any contractual warranties and remedies that the City is entitled to under the contract, MV will warrant its service as follows:

> *In the event the City is dissatisfied with MV's service for any reason during the term of the contract, the City may terminate the contract. In the event the contract is so terminated, MV will refund to the City any and all profits made by MV resulting from this contract, during the final 12 months during the period prior to the termination.*

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Executive Summary

The City of Compton has issued a Request For Proposals (RFP) to select a firm to operate and maintain the Compton Renaissance Fixed Route service. The City's service has been an integral part of the community for 19 years, serving residents of Compton and adjoining communities. The Renaissance Fixed Route Transit System provides feeder service to the regional and sub-regional transit system, as well as the Metropolitan Transit Authority (MTA) Blue Line Light Rail Transit System and Regional Bus Transit System.

Since 2003, MV has been committed to service excellence for the City. Key to this success is MV's strong local management team, and their ability to retain professional and courteous vehicle operators, maintain a solid record of performance, and introduce new and innovative methods of improved service without increasing costs. This focus on consistent performance and continuous improvement ensures that MV will continue to provide excellent service each day.

Community Involvement

CELEBRATING CITY OF COMPTON 125 YEARS

This is an excerpt from a letter MV received for its participation in the City of Compton 125th Year Project. The full letter is included following the executive summary.

We would like to thank MV Transportation, their Regional Manager, Fadi and General Manager, Stephen Allan and staff, namely, Teresa Lee and Savana Johnson, for their kind support to transport the citizens to the various locations in and around the city. We found them to be prompt, courtesy, friendly, and professional. Our committee would not hesitate to call on MV Transportation in the future. Your company assisted us by keeping with our theme "Celebrating our city with unity, peace, and a renewed strength and sense of pride". Thank you and we look forward to our collaboration at other events. – Rev Charles & Pauline Brown, Compton 125 Project Executive Committee Chairs

Established Local Management and Staff

MV has a long standing team dedicated to the management and operation of the Compton services – each member based in MV's Paramount, California operating location. This location houses multiple contracts that create ample job opportunities for full-time, steady employment. This guarantees MV is never short of operators and offers high morale and strong performance. MV's operators for Compton are some of MV's best; three of the seven Compton operators have more than 10 years' experience driving for the City, two have more than five years, and one has just a year with Compton but more than 10 years driving for MV in Paramount.

MV has not received a single validated passenger complaint about the City services since 2009!

MV also commits the talents and experience of General Manager Stephen Allan to serve the City's fixed route service. Steve is an industry professional with nearly 25 years of transportation management experience; he currently manages multiple transportation contracts for MV and has his office in Paramount. Steve's leadership and management style inspires dedicated employees to deliver outstanding operational performance each and every day with a strong focus on customer service and accountability.

Kory Corothers is MV's operations manager/site supervisor and brings more than 20 years of transit management experience to the Compton services, for which he maintains direct oversight. Since 2005, Mr. Corothers has been responsible for daily operation of three of MV's Paramount-based contracts and has provided direct oversight to the Renaissance Transit System services since 2009.

Lina Parten, MV's safety training manager, brings excellent experience and successes to the City service. Since 2009, Ms. Parten has served as MV's Paramount safety training manager. Here she oversees all safety and training for nine contracts, 81 vehicles, and 128 employees. Lina ensures that MV meets its clients' expectations by monitoring service and identifying areas of improvement.



Martin Camargo, MV's maintenance manager is a maintenance expert who has 23 years maintenance experience and is currently MV's Paramount maintenance manager. He is responsible for the preventive maintenance and repair of 57 vehicle fleet (of which, 12 are CNG and 24 are propane). Mr. Camargo has significant training in CNG vehicle maintenance, is ASE certified, and has an outstanding inspection record – ensuring vehicles are clean, safe, and reliable for service each day.

MV has passed 100 percent of all CHP inspections performed at the Paramount location since 2003!

Consistent Performance

MV has maintained an outstanding record of on-time performance through the years, having consistently met or exceeded the on-time performance goal of 95 percent for more than ten years. MV's ability to effectively manage absenteeism coupled with the ability to acquire additional operator resources from its Paramount location have resulted in success with getting drivers out of the yard and into the service area on time. Mr. Corothers and his road supervisor are frequently in the field observing service, completing operator evaluations, and routine yard inspections. They share their observations with the vehicle operators during

team meetings to ensure MV stays focused on safety and performance and high levels of customer service.

MV's performance of this contract for the City of Compton has been stellar; no liquidated damages have been assessed in this contract for ten years!

Preventive maintenance inspections have been 100 percent on time throughout MV's tenure; MV is proud of the work performed by the maintenance team under the guidance of experienced Maintenance Manager Martin Camargo. Martin's oversight has helped to prolong the useful life of the 2003 revenue service vehicles. The City can expect continued high levels of performance throughout the next contract term.

MV is committed to the safety of its passengers, resulting in only two NTD preventable accidents over the past 11 years. Ms. Parten and Mr. Corothers have brought MV's best practices coupled with considerable operational experience to the service, and remain truly focused on providing safe transportation to the City and its passengers.

Tools and Innovation

As part of its focus on continued improvement for the Renaissance Bus Service, MV's proposal includes the provision of its most innovative tools. MV's national purchasing power and in-house technology development allow MV to offer the City these tools at lower than industry cost, some at no cost at all. The following features are included at no additional cost to the City.

- **DriveCam Video System**, which instrumental in adjusting driver behavior to focus on the safety of the passengers. MV provides the monitoring tool,
- **Trapeze Enterprise Asset Management (EAM) maintenance management system**; MV currently provides this and has given City staff access to this software.
- **Complaint Tracking Database,** if the City is interested. MV can provide its proprietary Passenger Call Tracking System to record passenger comments. This tool includes a wide range of codes and complaint criteria, which improves complaint review and reporting.

Additional technologies provide a greater level of service for passengers and the ability to closely monitor and report on service. The following items will further improve service, and are available at additional cost.

- **Free on-board Wi-Fi access for passengers.** This gives greater flexibility for passengers to access the internet through their laptops while riding the service. The hardware is sleek in design and installed out of passenger view.

- **CalAmp GPS.** These on-board units offer simple and cost-effective vehicle tracking and will allow MV and the City to monitor the operators' progression along routes and works in conjunction with MV's TimePoint software.
- **TimePoint software (free with CalAmp GPS).** TimePoint is a fixed route vehicle tracking and reporting system that integrates with on-board GPS systems, such as CalAmp units to monitor on-time performance, dwell times, location information, and expected times of arrival. The data captured by this system can then be used to analyze service effectiveness, and make adjustments to schedules. This system can be used to generate custom reports and contains alert functionality. The TimePoint software is provided free of charge but requires a GPS tracking component for operation. The following features are bundled with TimePoint:
  - TDX Reporting: This reporting feature takes compiled service data and organizes it into a robust reporting interface useful for operation's management and customer and NTD reporting.
  - Mobile Site: thebus.mobi is MV's public-facing mobile site for paratransit, fixed route, and school bus services. By presenting a unified interface that is easy to navigate, passengers grow comfortable with its use regardless of what mode of transportation is used; this is especially useful for those passengers transitioning from paratransit to fixed route services.
  - Passenger Alerts: This feature allows passengers to receive real-time vehicle location information via email or text.

Closing

To effectively provide these services, the successful firm must have the leadership and resources available to maintain quality service delivery. Just as important, the provider selected must have an understanding of the local area to successfully address the specific needs of the Compton community. MV has the experience, resources, and fresh new ideas to deliver high quality service that keeps costs contained. MV has been a proud partner of the City of Compton since 2003 and is confident that MV and the City can work together to continue to refine, grow, and improve the Compton Renaissance Fixed Route service.



#16.

COMPTON'S 125TH YEAR PROJECT

"A CELEBRATION OF OUR CITY WITH UNITY AND PRIDE"

1888-2013

Supported by:
Aja Brown, Mayor
Janna Zurita, Councilwoman District 1
Isaac Galvan, Councilman District 2
Yvonne Arceneaux, Councilwoman District 3
Dr. Willie O. Jones, Councilman District 4
Craig J. Cornwell, City Attorney
Alita Godwin, CMC, City Clerk
Douglas Sanders, City Treasurer

CELEBRATING CITY OF COMPTON 125 YEARS

May 4, 2014

Dear Sir/Madame,

The City of Compton celebrated its **125th Birthday, May 11, 2013.** It was incorporated in 1888 and is one of the first ten cities to start up in Los Angeles County. It has a very rich history and has contributed many valuable resources to the fabric of our local, state, federal, and even world communities.

A series of events was planned to commemorate the history of the City of Compton. Starting with the summer of 2013 monthly events took place in various locations throughout the City (and surrounding areas) and ran through May 2014. During the Month of December and February, we planned three tours of the city. The Dates are as follows: December 7, 2013 and February 8 and 22nd 2014.

We would like to thank MV Transportation, their Regional Manager, Fadi and General Manager, Stephen Allan and staff, namely, Teresa Lee and Savana Johnson, for their kind support to transport the citizens to the various locations in and around the city. We found them to be prompt, courtesy, friendly, and professional. Our committee would not hesitate to call on MV Transportation in the future. Your company assisted us by keeping with our theme **"Celebrating our city with unity, peace, and a renewed strength and sense of pride". Thank you and we look forward to our collaboration at other events.**

Sincerely,

Rev Charles & Pauline Brown
Compton 125 Project Executive Committee Chairs

Contact us at: 323-719-2003 or 213-399-2325
Compton125project@yahoo.com
http//www.facebook.com/compton125project
Twitter: @125compton

"We are each of us angels with one wing. We can only fly embracing each other."

1. Qualifications

No better testament to MV's ability to provide the scope of services set forth in the City's RFP and the terms of its proposal than its current record of operation and performance for the Compton Renaissance Transit system. For more than a decade, MV has provided safe, reliable, and cost effective transportation services to the residents and neighbors of the City of Compton.

About MV Transportation, Inc.

The MV Story – an American Success

MV Transportation, Inc. was founded in 1975, in the San Francisco Bay. The owners and original founders, Feysan and Alex Lodde, formed an agreement with the City of San Francisco to provide transportation to persons with disabilities.



Feysan Lodde

The Loddes acquired three vans and pioneered transportation of persons with disabilities in the Bay Area 15 years in advance of the historic passing of the American with Disabilities Act into law in 1990. Over the next two decades the company grew from a local company to a national multimodal transportation provider. In total, MV Transportation, Inc. and its subsidiaries have been providing transportation services for 58 years.



Alex Lodde

"MV is a true American success story. Through dedication to our passengers, our clients and our employees, MV has grown to be the largest United States-owned transportation management company in the nation. Our people and our dedication to serve truly make us different." — Feysan Lodde, Founder

Today, the company remains the nation's largest American-owned passenger transportation company. The MV name represents MV Transportation, Inc. and its affiliates, which include MV Public Transportation, Inc., MV Contract Transportation, Inc.; MVT Canadian Bus, Inc.; and Reliant Transportation, Inc.

Company Size and Statistics (As of April 2014)

Number of Employees: 16,732

Number of Vehicles: 9,809

2013 Revenues (000s):	$1,013,817
Number of Contracts:	217
Number of Locations:	146 (28 states and Washington D.C.; 2 Canadian Provinces; and Eastern Province, Saudi Arabia)

Success and Accolades

MV has been recognized by industry associations, community organizations, and businesses across the U.S. for its successful operations. In recent years, the company has been recognized for its part in the development of local minority owned, women owned, and small businesses.

In the fall of 2013, its customer, the Greater Orlando Aviation Authority, recognized MV as the 2013 Small Business Advocate of the Year. This honor recognizes MV's commitment to promoting small businesses.

In Houston Texas, MV is actively involved as a mentor for the Interagency Guiding Protégés to Success Program (IGPS). This joint venture of the Metropolitan Transit Authority of Harris County (METRO), the City of Houston, the Houston Independent School District, and the Port of Houston Authority builds meaningful relationships between established companies like MV and local small businesses, as well as minority owned and women owned businesses.

In 2007, the Conference of Minority Transportation Officials (COMTO) selected MV as the Corporate Citizen of the Year. MV also received the prestigious MSVP Quality Excellence Award for the Microsoft Corporation for its shuttle work in Redmond, Washington. Additionally, Inc. Magazine featured MV in its List of America's Fastest Growing Companies, and Black Enterprise Magazine B.E. included MV in its 100 list for eight consecutive years.

Customer Profile

MV and its affiliates contract with cities, counties, special-purpose districts (both chartered and governmental), federal agencies, as well as private companies to provide customer-focused passenger transportation services. The company's history of satisfied customers and solid financial backing demonstrates its reliability and stability as a strong corporate partner. Further, the organization's dedication to serving the transportation needs of individual communities is evident in its operations and manifests in a myriad of functional approaches

Employee Spotlight
Carla Walton



Ms. Carla Walton began her career with MV in April of 2006 because she needed a job with flexible hours. At that time, she had no idea she would become a shining star of MV's Paramount team, and an example for other new operators.

Her favorite thing about working for MV is the passengers who depend on her to get them to and from their destinations safely. Carla is a consistently safe driver – she has never had an accident during her eight years at MV.

Carla has been recognized as MV's Operator of the Month, Quarter, and Year.



that promote customer care, leverage new technologies, recognize best practices, and control operating costs.

While each of MV's customers differ in size, service mode, scope, fleet composition, and operating environment, each trust MV to provide safe, reliable, professional transit service. Those customers with operations most similar to those of the City of Compton are listed as references.

Breadth of Experience

MV offers effective solutions in passenger transportation to cities, counties, transit agencies and private companies. Its breadth of experience encompasses fixed route, flex route, shuttle service, commuter service, as well as disabled transportation/paratransit, demand response, brokerage and call center service, and non-emergency Medicaid transportation (NEMT/NET). Most of MV's operations include the provision of ancillary services, including bus maintenance, trip reservations and scheduling/call center, operator training, transit technology and support, facility management and maintenance, among many other services common to transit contracts.

Fixed Route, Flex Route, and Shuttle

MV operates more than 140 contracts in North America that have either fixed route, flex route, commuter bus, and/or shuttle components. Its scope of operations comprise Fairfax County's CONNECTOR service, Orange County Transit Authority's (OCTA) Express Bus and Stationlink services, and the RTC of Southern Nevada's Fixed Route services in Las Vegas, Nevada. Within the

Southern California/greater Los Angeles Metropolitan area alone, MV operates more than 700 fixed route transit buses, and provides more service than any other contractor on behalf of the Los Angeles Department of Transportation (LADOT).

Fleet Maintenance

Approximately 80 percent of MV's contracts, and nearly all contracts where MV operates more than 50 buses, require that the company manage and maintain its fleet maintenance operations. The company's maintenance program, developed based on industry best practices, in conjunction with MV's skilled maintenance professionals continue to protect and extend the life of the transit fleets the company operates. Operating in areas of severe and unpredictable weather events (including Las Vegas, Anchorage, Denver, Houston, and Orlando) and within challenging operating environments (New York City's Five Boroughs, the Washington, D.C. metropolitan area, and the Dallas–Fort Worth Metroplex), MV has unparalleled maintenance capabilities.



Transportation Technologies and Intelligent Transportation Systems

MV surpasses its competition in the management of ITS programs. The company is familiar with nearly all transit technologies available to public transit systems and is experienced in both their implementation and use.

The company's chief technology officer is the original programmer of the PASS product offered by Trapeze Software, and since joining MV in 2003, has created a host of technology tools to monitor and manage transit services of all sizes and modes. Additionally, the company's subsidiary, MV Transportation Technologies, Inc. is the developer and proprietor of TimePoint Software, a state-of-the-art AVL solution deployed in more than 20 of MV's operating locations.

Operations and Maintenance Capability in Similar Services

Calabasas Transit System (Calabasas, CA)

MV began operating the City of Calabasas Transit System (CTS) in 2011. CTS includes the following components:

- Shuttle service, a fixed route service delivered throughout the City, with additional service during peak hours;
- Dial-A-Ride service, which connects senior, disabled, or seriously ill Calabasas residents to locations within City boundaries and to a set of locations outside the City; and
- Weekend trolley service, which performs a loop route in one direction throughout the City on Friday evening and all day Saturday.

MV's team delivers service with a fleet of 11 vehicles, which include CNG, diesel, and gas fuel types.

Please contact Mr. Ryan Thompson, assistant transportation planner at 100 Civic Center Way, Calabasas, CA 91302; phone: (818) 224-1673 and email: rthompson@cityofcalabasas.com as a reference for this contract.

Barstow Area Transit, City of Barstow (Barstow, CA)

MV began operating Barstow Area Transit (BAT) for the City of Barstow in 2003. Comprising fixed route, complementary paratransit, general public demand response, and subscription service, BAT provides service to the City of Barstow and outlying areas within San Bernardino County.



MV provides operations, dispatch, reservations, and scheduling, and maintains a 21-vehicle fleet of CNG and gasoline vehicles.

MV was awarded a second contract term in 2008.

Please contact Mr. Jason Shaw, transportation manager at 220 Mountain View, Barstow, CA 92311; phone: (760) 255-5170 and email: jshaw@barstowca.org as a reference for this contract.

DowneyLINK, City of Downey (Downey, CA)

MV began operating DowneyLINK public fixed route service for the City of Downey in 2002 with a second contract term for the DowneyLINK awarded in 2007. The DowneyLINK operates within the City on four routes. Service is delivered with a fleet of seven propane vehicles, which is maintained by the City.

Please contact Ms. Arlene Salazar, director of parks and recreation at

11111 Brookshire Avenue, Downey, CA 90241; phone: (562) 904-7167 and email: asalazar@downeyca.org as a reference for this contract.

Transportation Services, Los Angeles Department of Transportation (Los Angeles County, CA)

Since its first contract with the Los Angeles Department of Transportation (LADOT) in 2001, MV has become the largest provider of services for LADOT. Today, MV operates fixed route, commuter, and paratransit operations throughout LADOT's service area, comprising 228 vehicles; 44 vehicles for the Cityride services, 81 for all DASH services, and 103 for all commuter services.

Central Region Services – MV operates the following service components for this region:

- Cityride Paratransit – MV has provided LADOT's Cityride paratransit services since September 2006. MV's team provides mobility to seniors and persons with disabilities living in the City of Los Angeles.
- DASH (package 4) – MV began providing this fixed route service in 2003, and retained this contract for another term as a result of its record of excellence.

South Region Services – MV operates the following services in this region:

- Commuter Express (Region 1) – MV began operating this service in 2011, providing commuter service from central to southern Los Angeles.
- DASH (Package 5) – MV has operated a portion of this community fixed route service since 2006, and began operating a larger portion in 2011.

North Region Services – MV began operating Commuter Express and DASH services in this region in June 2012. MV had previously operated these services prior to 2011.

Please contact Ms. Corinne Ralph, DASH supervisor/chief of transit at 100 Main St, 10th floor, Los Angeles, CA 90012; phone: (213) 928-9745 and email: corinne.ralph@lacity.org as a reference for this contract.

Go West Shuttle, City of West Covina (West Covina, CA)

Starting March 2014, MV began operating the City of West Covina's fixed route and paratransit services. Collectively known as the Go West Shuttle, service is delivered with an 11-vehicle fleet of propane and CNG fueled vehicles.

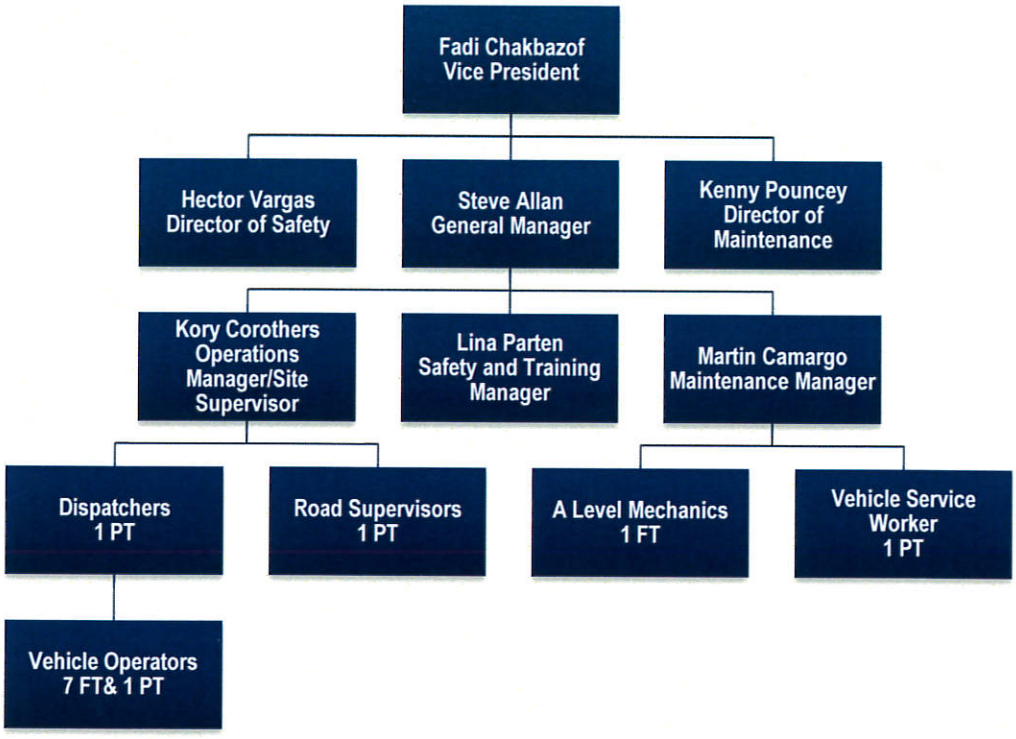
The fixed route operation is a general public service consisting of four

routes. The City's Dial-A-Ride program is available to persons 55 years or older and persons with certified disabilities. It is a reservation-based, curb-to-curb service operating within West Covina city limits and portions of Los Angeles County.

Please contact Scott Smilowtiz, Community Services Manager, at P1444 West Garvey, West Covina, CA 91790; phone: (626) 939-8443 as a reference for this contract.

Please see a complete list of MV contracts for fixed route transit services during the past five years in the following pages.

2. Management Structure and Key Personnel



MV will leverage the staff resources at its Paramount, CA operation to provide road supervision, dispatching, maintenance and management personnel beyond those being charged to this contact. By doing so, MV is able to offer a full complement of trained personnel to carry out all tasks associated with the operation of these services without added cost.

Stephen Allan, General Manager



Mr. Stephen Allan is MV's general manager for the Compton Renaissance service. Mr. Allan brings a wealth of experience to the City, with a career of nearly 25 years in transportation management. He has extensive experience managing teams as large as 600 employees, including vehicle operators, dispatchers, reservationists, mechanics, sales teams, and administrative staff. He has also been responsible for service fleets ranging from two to more than 200 buses.

Mr. Allan joined MV in 2008, and currently manages multiple fixed route and paratransit transportation contracts, including Compton, and encompasses 151 employees. Prior to joining MV, Steve served as general manager for Super Shuttle in Orange County where he

was responsible for the management of the Disney Cast Shuttle Program and Airport operations at John Wayne Airport.

Mr. Allan has a long and established career in transportation holding positions as a vehicle operator, accountant, and general manager. As president and owner of his own Super Shuttle Franchise, Steve increased revenue from $7 million a year to more than $13 million. Steve served on the Board of Directors of Super Shuttle, Inc. and also served on the Board of Directors for Orange County Tourism Council.

He began his career as a vehicle operator for 24 Hour Airport Express where he operated shuttle bus services while attending college and working towards a Bachelors of Arts in Business Administration. In this position, Stephen learned the importance of providing safe, efficient, and professional transportation to his customers. Please find his resume included following this section.

Kory Corothers, Operations Manager/Site Supervisor



Mr. Kory Corothers brings more than 20 years of transportation experience to the City, including supervisory and management experience. In his current role, Mr. Corothers is responsible for the daily management of the Compton Renaissance Fixed Route service as well as other contracts serving the County of Los Angeles. Mr. Corothers oversees the operation of 81 vehicles, 118 operators, and a staff of six road supervisors and four dispatchers. He also oversees operator scheduling and reporting.

Kory ensures the operations he supervises are safe and efficient at all times, and are compliant with the requirements of the contract. He is successful through a hands-on approach, often mentoring operators in the field and making sure his staff has the resources they need to complete their duties.

Kory has been instrumental in the planning and delivery of the "Spirit of Compton", a bus tour of Compton landmarks, in partnership with the City and a local church.

Prior to his current position, Kory served as a road supervisor for MV's Paramount location. He conducted field evaluations, on-street monitoring, and behind the wheel training to ensure safe operations. Kory was also responsible for accident/incident investigation and reporting, and for monitoring adherence to safety and service regulations.

Throughout his tenure with MV, Kory has been an excellent leader, developing strong relationships with MV's clients, employees, passengers, and Paramount staff. Prior to joining MV, Kory worked at Watts Labor Community Action Committee in Los Angeles,

California. When not in the office, Kory is available to City staff via cell phone 24/7. Please find his resume included following this section.

Martin Camargo, Maintenance Manager



Mr. Martin Camargo is the maintenance manager for the City's fixed route service and brings 23 years of maintenance experience to the City. Mr. Camargo's experience in the field of public transit vehicle maintenance includes fifteen years in senior maintenance management positions. Martin has experience with a broad range of vehicle types and alternative fuels including CNG, propane, and diesel.

Since 2001, Mr. Camargo has served as the maintenance manager for MV's Paramount location where he is responsible for maintenance of a 57 vehicle fleet (twelve of which use CNG fuel).

Throughout the term of the contract, Martin's proactive approach to maintenance has ensured that not a single day of service has been missed due to lack of available vehicles.

Martin is ASE certified in Heating, Ventilation, and AC and is MACS Certified – as required by Section 609 of Clean Air Act. He is also experienced in the use of Trapeze EAM, the fleet maintenance software that MV uses for management of vehicles.

Under Mr. Camargo's leadership, proven vehicle maintenance practices are in place to ensure the City's fleet remains in excellent condition. The dedication and technical expertise that Martin devotes to his maintenance shop has resulted in greater fleet reliability, passenger and operator safety, and overall passenger comfort. Please find his resume included following this section.

Lina Parten, Safety and Training Manager



Ms. Lina Parten is MV's safety and training manager and brings 10 years of experience in transportation operations, safety, and training to the City service. She leads operator training, conducts safety meetings, and perform audits and inspections.

Since 2009, Ms. Parten has overseen MV's Paramount, California's safety operation providing safe transportation to the region and maintaining oversight for 81 vehicles and 128 employees. Prior to this, Lina was the operations manager for the Compton service from 2007 to 2009.



Lina's successful training of MV's vehicle operators for the Compton Renaissance Transit System has produced great safety results for the service including no validated complaints since 2009 and only two NTD preventable accidents since 2003.

Ms. Parten began her career in transportation serving in various positions including lead dispatch, road supervisor, and instructor – all at MV's Paramount location. This gives her unparalled insight into the operational and safety challenges facing Los Angeles transportation service providers.

Ms. Parten has an Associate's Degree in Human Resources and Business. She is also certified as a DMV Employer Testing Examiner, Transportation Safety Institute and FTA Bus Collision Prevention & Investigation certified, TSI and FTA Instructor certified, and TSI and FTA Reasonable Suspicion certified. Please find her resume included following this section.

Project Team Record in Working Together on Similar Assignments

All members of this team have worked together at MV's Paramount location managing the Compton services since 2009. This team has also worked together to manage and operate seven (7) contracts beginning in 2007, these include LADOT, Municipal Area Express (MAX), Cerritos on Wheels, Compton, DowneyLINK, Willowbrook Dial A Ride, and Los Angeles County.

Regional and Corporate Support

Fadi Chakbazof, Regional Vice President

Mr. Fadi Chakbazof is MV's regional vice president and executive level representative for this operation. He is responsible for overseeing MV's compliance with the terms and conditions of the contract and will manage service quality and confirm that MV is living up to the promises made in this proposal. Fadi leads the regional support team assigned to this contract and has authority over resource commitment and oversight.

Prior to joining MV, Fadi worked at First Student, Inc. as area general manager/region operation manager. In this capacity, he oversaw 2,000 employees providing service in 16 locations across four states.

Mr. Chakbazof holds a Bachelor of Business Administration degree from the University of Southern California in Los Angeles and a law degree from Western State University's College of Law in Fullerton, California.

Hector Vargas, Director of Safety

Hector Vargas became a certified behind the wheel trainer in 1998 and since that time has taken on roles of greater responsibility in the area of safety and training. Today, Hector serves as a director of safety for MV's Southern California properties, working closely with each of his assigned locations to ensure that all safety and training procedures are within the standards of the company and its clients. He conducts audits of all safety and security related operations and works with the local team to garner any additional support needed in this critical area.

Mr. Vargas has overseen the safety and training efforts of bus operations of substantial size and scope throughout Los Angeles County. While with Laidlaw Transit Services in North Hollywood, Hector reduced accident frequency by more than 55 percent. He joined MV in 2007 as a safety manager at MV's 70-bus commuter operation in Los Angeles.

Mr. Vargas is a Smith System Instructor, a Behind-the-Wheel Trainer and is CPR and First Aid Certified. He holds a Commercial Class B license with passenger endorsement and airbrakes and is certified and licensed to conduct classroom, behind the wheel, and in-service instruction. He is also a certified California School Bus Driver Instructor.

Employee Spotlight
Martin Camargo



Martin has been an integral part of the Paramount location since he joined MV as maintenance manager in 2001. He loves a challenge and strives to stay informed of new diagnostic technologies to make his department more efficient. Under his leadership, Paramount has passed all CHP inspections and extended the useful life of revenue vehicles for MV's clients.

Kenneth Pouncey, Director of Maintenance

Kenneth (Kenny) Pouncey joined MV in 2005 as director of maintenance for its locations in the Southern region of California. His nearly 30 years of transit maintenance experience includes positions within private companies and public organizations, where he has managed the maintenance of hundreds of vehicles. Kenny works with MV's local maintenance

managers and their teams to confirm that each vehicle is in superior condition and within the standards set forth by MV and its clients.

He frequently visits MV's maintenance locations to perform audits, conduct training, meet with clients, and confirm that all fleet and equipment assets in use are maintained appropriately and safely. If additional maintenance resources are needed, Kenny will work with MV's senior vice president of fleet and facilities, John Calame, to provide the needed support.

Beginning his career at Long Beach Transit, Kenny progressed from a C-level mechanic to maintenance supervisor. He later served as a maintenance instructor and designed several vocational education programs for transit employees interested in a maintenance career.

In 1995, he joined Ryder/MLS, where he served as the contracted assistant general manager for Foothill Transit, a high-profile transit service and one the largest contracted fixed bus services on the west coast. He later served as the maintenance manager for the City of Santa Monica's Big Blue Bus.

In 2001, Mr. Pouncey moved to transit consulting, joining Parsons Brinckerhoff in Houston, Texas, where he performed reviews and audits, and made recommendations to municipal agencies regarding their transit fleet. He also worked with Connect/TCT, and Complete Coachworks in Southern California.

Kenny is highly experienced in alternative fuel powered vehicles. His extensive work in Southern California offers unique insight into regulatory requirements regarding clean air, environmental management, and renewable energies.

Kimberly Friedmann, Director of Accounting

Kimberly Friedmann joined MV as director of accounting for the Upper Midwest region in 2011 and was since selected to head-up the entire Western region. Kimberly has risen in the ranks from a position as an accounting intern to the director of accounting within two years because of her attention to detail, expertise, and dedication.

In her two years as staff accountant for the corporate offices in Iowa, Kimberly was responsible for the leading preliminary financial reviews and working with regional vice presidents and general managers to provide bid model analysis, conduct training, and perform audits. Kimberly is an expert in the use of accounting software and generally accepted accounting principles (GAAP). Ms. Friedmann holds a Bachelor of Science in accounting from Iowa State University.

Joe Escobedo, Jr., Senior Vice President of Business Development

Mr. Joe Escobedo is a 20 year veteran of transportation management. He joined MV in 2008 and has served as director, vice president, and senior vice president of MV's business development function in the western U.S., securing some of the company's largest paratransit, fixed route, and shuttle contracts. Joe draws from his extensive operations experience to create an effective sales strategy for his team's technical and pricing responses to requests for proposals, including recruiting qualified staff, performing research and financial analysis, and identifying and addressing client needs. Joe will serve as MV's relationship manager and quality liaison for the City throughout the life of this contract.

Prior to this role, Joe was the operations support center director for Greyhound Lines, Inc., in Dallas, Texas. He was responsible for the overall function of this operation, which encompassed the company's largest management team, 2,300 operators and received 950,000 inbound calls a year, 24/7. Mr. Escobedo oversaw the professional development and training of all employees, 2,100 daily schedules and bus assignments. He was a member of the company's negotiating committee with the Amalgamated Transit Union Local 1700, was a chairperson for the emergency operations center, and worked with the Department of Defense to accommodate political conventions and to provide emergency evacuation for Senate and House of Representatives personnel.

From 1992 to 2000 he was the senior training manager overseeing the recruitment and professional development for motor coach operators along with terminal and package express employees and oversaw 11 district training managers and 110 terminal trainers located throughout the U.S. Mr. Escobedo also served as a special project manager where he assisted in the development and implementation of Greyhound's first computerized labor staffing and projection software, saving the company four million dollars in the first year of use.



Corporate Support Services

MV makes a significant investment in the corporate support provided to each of its operations. Over 100 employees in centralized corporate departments (operations, maintenance, information technology, safety, risk management, human resources, payroll, accounting, and legal) provide support services to MV's local teams. This approach reduces costs and improves flexibility to support local operations, based on the specific needs of the location.

3. Financial Viability

MV is a privately held firm that has neither been bought by nor merged with another firm. The lack of this debt load associated with such transactions has allowed MV to control interest costs and keep money in the pockets of its customers and employees and out of those of lenders.

Please see MV's confidential audited Financial Statements for 2012–2013 enclosed separately in a sealed envelope included with the original proposal submittal. MV has experienced no adverse financial condition since the date of its latest confidential audited financial statement.

The Company's financial position is solid, and has strengthened over the last two years as evidenced by the increase in working capital and working capital current ratios. The Company has the financial resources and wherewithal to meet its financial obligations. For more information regarding the financial viability of MV, please contact Mr. David Brown, interim chief financial officer, at (972) 391-4610.

The Company maintains a credit facility with Wells Fargo Commercial Bank (Wells Fargo). Wells Fargo provides MV with a line of credit which provides for up to $150 million for operating advances and standby letters of credit. As of May 7, 2014, $40.5 million is available on the Wells Fargo credit line. Please see the required letter from Wells Fargo on the following page.

Pursuant to the RFP evaluation criteria please also find a certificate of liability insurance included following this section.

#16.

WELLS FARGO

San Francisco Regional
Commercial Banking Office
MAC A0101-096
420 Montgomery Street, 9th Floor
San Francisco , CA 94104

May 7, 2014

City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Re: RFP for Compton Renaissance Transit System

To Whom This May Concern:

MV Transportation, Inc. has a $150 million revolving line of credit and this facility is in place through December 31, 2014. Funds can be advanced from the line of credit and can also be used to issue standby letters of credit. As of May 7, 2014, there were approximately $87.7 million in issued letters of credit and $21.8 million outstanding. The remaining balance of $40.5 million is available to the company. The company has been a customer since May 1998 and is in good standing with Wells Fargo Bank.

Please feel free to call me at 415-396-0311 if you have any questions.

Sincerely,

Kelli Polly
Vice President
Relationship Manager

Together we'll go far



ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff, Seibels & Williams of Oregon
1800 SW First Avenue, Suite 400
Portland, OR 97201

CONTACT NAME:
PHONE (A/C, No, Ext): 503-943-6621 **FAX (A/C, No):** 503-943-6622
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :ACE American Insurance Company	22667
INSURER B :Lexington Insurance Company	19437
INSURER C :National Union Fire Insurance Company of Pittsburgh, PA	19445
INSURER D :Indemnity Insurance Company of North America	43575
INSURER E :	
INSURER F :	

INSURED
MV Transportation, Inc. and subsidiaries
2024 College Street
Elk Horn, IA 51531

COVERAGES **CERTIFICATE NUMBER:** 5XC9K2G8 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			HDO G27330423	02/01/2014	02/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 100,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS X Excess of SIR			XSA H08818848	02/01/2014	02/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			006502512 BE 11665562	02/01/2014	02/01/2015	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR C47878226 (AOS) WLR C47878238 (AZ, CA, MA) WCU C47878251 (OH & WA) SCF C4787824A (WI)	02/01/2014	02/01/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Compton is shown as additional insured as their interest may apear with respect to General Liability and Auto Liability only per written and signed contract with the named insured subject to all policy terms, conditions, limits and exclusions.

CERTIFICATE HOLDER

City of Compton
Attn: Department of Public Works
205 South Willbrook Avenue
Compton, CA 90220

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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#16.

MV CONTRACTS

MV Contracts for Fixed Route Transit Services in the Past Five Years

Agency Name Prefix	Client / Agency Name	Contract Name	Current Status	Type of Work Performed	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Contact Phone	Address	City	State	Zip
	Central Florida Regional Transportation Authority d/b/a LYNX	Lynx Neighborhood Flex Route Service	Active	Deviated Fixed Route	10/1/2010	Present	William	Hearndon	(407) 254-6092	1200 West South Street	Orlando	FL	32805
County of	Palm Beach	The Link of West Palm Beach	Granted ended	Deviated Fixed Route	2/4/2008	6/24/2010	Lilli	Agee	(561) 312-3407	3201 Electronic Way	West Palm Beach	FL	33407
City of	San Leandro	Measure B Paratransit Services:Flex Shuttle and Medical Trips	Active	Deviated Fixed Route	8/1/2003	present	Kimberly	Overton	(510) 577-7985	835 East 14th Street	San Leandro	CA	94577
City of	Show Low	Four Seasons Connection	Active	Deviated Fixed Route	7/1/2001	present	Peter	Erlenbach	(928) 532-4097	200 West Cooley	Show Low	AZ	85901
City of	Alameda, CA	Fixed Route Shuttle Service for the Alameda Paratransit Program	Active	Fixed Route	3/22/2010	Present	Matthew	Naclerio	(510) 749-5890	2263 Santa Clara Avenue	Alameda	CA	94501
	Avenidas	Avenidas	Active	Fixed Route	7/1/2002	Present	Ginger	Johnson	(650) 326-5362	450 Bryant St	Palo Alto	CA	94303
	Bechtel-Jacobs CEP Port Arthur Joint Venture	Motiva Crude Expansion Project Shuttle Service	Construction project completed, contract ended	Fixed Route	5/5/2008	3/1/2012	Roy	Wileman	(409) 984-2995	3312 Hwy 365 Box 272	Nederland	TX	77627
City of	Black Hawk	Black Hawk Tramway	Active	Fixed Route	1/1/2008	Present	Tom	Isbester	(303) 582-1324	460 Gregory Street	Black Hawk	CO	80422
City of	Burbank	Burbank Bus Operation Services (BurbankBus)	Active	Fixed Route	8/1/2011	present	Adam	Emmer	(818) 238-5359	275 E. Olive Ave.	Burbank	CA	91510
City of	Calabasas	Calabasas Transit Operations and Maintenance	Active	Fixed Route	8/19/2011	present	Ryan	Thompson	(818) 224-1673	100 Civic Center Way	Calabasas	CA	91302
County of	Calaveras	County of Calaveras	Lost in rebid	Fixed Route	7/1/2003	6/30/2011	Jamie	Azarvand	(209) 754-6401	891 Mountain Ranch Road	San Adreas	CA	95249
City of	Capitola	Capitola Summer Shuttle	Active	Fixed Route	5/24/2004	Present	Steven	Jesberg	(831) 475-7300	420 Capitola Avenue	City of Capitola	CA	95010
City of	Compton	Compton Renaissance Bus Service	Active	Fixed Route	9/8/2003	Present	William	Norfleet	(310) 605-5585	205 South Willowbrook Avenue	Compton	CA	90220
City of	Downey	DowneyLink Fixed Route	Active	Fixed Route	7/1/2002	Present	Thad	Phillips	(562) 904-7236	11111 Brookshire Avenue	Downey	CA	90241
City of	Durham	Durham Area Transit Authority (DATA)	Lost in rebid to lower bidder	Fixed Route	7/1/2004	10/1/2010	Steve	Mancuso	(919) 957-7336	224 N Hoover Road	Durham	NC	27703
City of	Englewood	Art Shuttle	Active	Fixed Route	1/1/2010	Present	Harold	Stitt	(303) 762-2341	1000 Englewood Parkway	Englewood	CO	80110
	Fairfax, County of	Operation and Maintenance Services-Fairfax Connector Bus System	Active	Fixed Route	6/28/2009	Present	Ernestine	Wilkins	(703) 877-5621	12055 Gov Center Pkwy	Fairfax	VA	22035
	Foothill Transit	Foothill Transit Fixed Route from Irwindale Facility	Competitive procurement, MV was not lowest bidder	Fixed Route	7/15/2007	6/30/2012	Doran	Barnes	(626) 931-7200	100 South Vencent Ave, Suite 200	West Covina	CA	91732

MV Contracts for Fixed Route Transit Services in the Past Five Years

Agency Name Prefix	Client / Agency Name	Contract Name	Current Status	Type of Work Performed	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Contact Phone	Address	City	State	Zip
City of	Modesto	Modesto Area Express (MAX)	Competitive procurement. MV was not selected for the new contract term.	Fixed Route	1/1/2004	9/28/2012	Fred	Cavanah	(209) 577-5298	1010 Tenth Street (PO Box 642)	Modesto	CA	95354
City of	Monterey Park	SPIRIT Bus System	Active	Fixed Route	7/1/2010	present	Amy	Ho	(626) 307-1383	City Hall, 320 W. Newmark Avenue	Monterey Park	CA	91754
	National Railroad Passenger Corporation dba Amtrak	Amtrak Route 68 Salinas-Carmel	Active	Fixed Route	10/1/2009	Present	Andrew	Feldon	(408) 592-0617	810 North Alameda St.	Los Angles	CA	90012
	Nintendo of America	Nintendo	Active	Fixed Route	5/12/2008	present	Sara	Hatfield	(425) 497-7796	4600 150th Ave NE	Redmond	WA	98052
	Orange County Transportation Authority (OCTA)	OCTA Fixed Route, StationLink and Express Bus Service	Active	Fixed Route	7/1/2009	present	Curt	Burlingame	(714) 560-5921	500 S. Main St	Orange	CA	92863
	Placer County	Contract Driver Services Tahoe Area Regional Transit Peak Season Program	Active	Fixed Route	12/1/2007	present	A.L. (Tony)	Middleton	(530) 745-3530	3091 County Center Drive, Suite 220	Auburn	CA	95603
	Presidio Trust	Presidio Trust Shuttle (PresidiGo)	Active	Fixed Route	3/8/2009	Present	Mark	Helmbrecht	(415) 561-5438	Building 34, Graham Street	San Francisco	CA	94129
	Regional Transportation Commision of Southern Nevada	Operation and Maintenance of Fixed Route Transit Services Lot A	Active	Fixed Route	7/7/2013	Present	M.J.	Maynard	(702) 676-1778	600 S. Grand Central Parkway Room 108	Las Vegas	NV	89106-4512
	Regional Transportation Commission of Washoe County (RTC)	RTC Ride Fixed Route Services Operations and Maintenance	Active	Fixed Route	7/1/2011	present	Lee	Gibson	(775) 348-0400	2050 Villanova Drive	Reno	NV	89502
	Rotary Valley Bridge Housing	Bridge Property Management Company	Active	Fixed Route	7/1/2009	present	Leonie	Calvert	(415) 989-1111	345 Spear Street, Suite 700	San Francisco	CA	94105
	Salem Area Mass Transit District	Chemeketa Area Regional Transportation Service (CARTS)	Active	Fixed Route	6/26/2011	Present	Sue	Dreier	(503) 588-2424	3140 Del Webb Ave. NE	Salem	OR	97302
	San Francisco Unified School District	Specialized Bus Transportation	na	Fixed Route	1/7/2002	Present	Frank	O' Hara	(415) 695-5505	1000 Shelby Str.	San Francisco	CA	94129
	San Joaquin Regional Transit District (SJRTD)	County Transportation Services	Active	Fixed Route	9/5/2010	present	Sharon	Miller	(209) 948-5566 ext. 607	421 East Weber Avenue, 2nd Floor	Stockton	CA	95201
	San Luis Obispo Regional Transit Authority	San Luis Obispo Regional Transit Authority (SLORTA)	Lost in rebid to lower bidder	Fixed Route	12/6/2007	7/31/2009	Ed	King	(805) 781-4472	1150 Osos Street, Suite 206	San Luis Obispo	CA	93401
	San Mateo County Transit District (SamTrans)	SamTrans - CUB	Active	Fixed Route	9/30/2001	present	Ashish	John	(650) 508-6490	1250 San Carlos Ave.	San Carlos	CA	94070-1306

MV Contracts for Fixed Route Transit Services in the Past Five Years

Agency Name Prefix	Client / Agency Name	Contract Name	Current Status	Type of Work Performed	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Contact Phone	Address	City	State	Zip
Town of	Cary	Cary Transit (C-TRAN)	Active	Multimode	10/1/2010	Present	Ray	Boylston	(919) 624-4944	316 Academy St.	Cary	NC	27513
City of	Cerritos	Cerritos on Wheels and Dial-A-Ride	Lost in rebid	Multimode	4/8/2004	6/30/2013	Torrey	Contreras	(562) 860-0311	18125 Bloomfield Drive	Cerritos	CA	90703
	Charles County Commissioners	Van GO	Competitive procurement, MV was not lowest bidder so another bidder was selected.	Multimode	7/1/2007	10/31/2012	Jeff	Barnett	(301) 934-0102 ext.5102	8190 Port Tobacco Road	Port Tobacco	MD	20677
City of	Detroit Department of Transportation	Management Services for the Detroit DOT	Active	Multimode	8/12/2013	Present	Andre	DuPerry	(313) 224-4602	Coleman A. Young Municipal Center	Detroit	MI	48226
City of	Dinuba	Dinuba Transit	Active	Multimode	10/1/2009	Present	Blanca	Beltran	(559) 591-5924	1088 Kamm Ave	Dinuba	CA	94618
City of	Elk Grove	Commuter, Fixed Route, ADA Complementary Paratransit and Dial-a-Ride Operations	Active	Multimode	7/1/2009	Present	Kara	Reddig	(916) 687-3030	8401 Laguna Palms Way,	Elk Grove	CA	95624 (division) 957
City of	Fairfield	Fairfield-Suisun Transit	Active	Multimode	11/1/1998	Present	Wayne	Lewis, P.E.	(707) 428-7632	Public Works Department 2000 Cadenasso Drive	Fairfield	CA	94533
City of	Holland	Macatawa Area Express (MAX)	Service taken in house	Multimode	7/1/2005	6/30/2010	Linda	LeFebre	(616) 355-1010	171 Lincoln Ave, Suite 20	Holland	MI	49423
	Kings County Area Public Transit Agency (KAPTA)	Kings Area Rural Transit (KART)	Active	Multimode	7/1/2003	Present	Angie	Dow	(559) 582-3211 ext. 2691	1340 North Drive	Hanford	CA	93230
City of	Lancaster	Lancaster Public Transit System	Lost in rebid	Multimode	6/1/2001	12/31/2010	Carrie	Woody	(740) 687-6858	746 Lawrence St.	Lancaster	OH	43130
County of	Lassen	Lassen Rural Bus System (LRBS)	Lost in rebid	Multimode	7/1/2002	6/30/2011	Dan	Douglas	(530) 251-8305	707 Nevada Street, Suite 4	Susanville	CA	96130
City of	Lawrence	Public Transit Services For The City Of Lawrence, Kansas	Active	Multimode	8/1/2000	Present	Robert	Nugent	(785) 832-3464	PO Box 708, 6 East 6th Street	Lawrence	KS	66044
City of	Lodi	City of Lodi Fixed-Route, Paratransit and Demand-Response Operations	Active	Multimode	7/1/2003	Present	Paula	Fernandez	(209) 333-6800 x2667	221 West Pine Street	Lodi	CA	95241
City of	Manteca	Manteca Transit	Active	Multimode	9/30/2006	Present	Johanna	Ferriera	(209) 239-0635	1001 Center St.	Manteca	CA	95337
	Martin County	Martin, County of	Active	Multimode	2/1/2012	Present	Claudette	Mahan	(772) 419-4081	2401 SE Monterey Rd	Stuart	FL	34996
	Martin County Board of County Commissioners	Martin County Fixed Route, Deviated Fixed Route, ADA Comparable and General Publ	Active	Multimode	2/1/2012	Present	Claudette	Mahan	(772) 419-4081	2401 SE Monterey Rd	Stuart	FL	34996
	Mesa County RTPO	Grand Valley Transit	Active	Multimode	1/1/2012	Present	Todd	Hollenbeck	(970) 255-7128 cell 970-210-4771	RTPO 525 S 6th Street (P.O. Box 20,000-5093)	Grand Junction	CO	81502

MV Contracts for Fixed Route Transit Services in the Past Five Years

Agency Name Prefix	Client / Agency Name	Contract Name	Current Status	Type of Work Performed	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Contact Phone	Address	City	State	Zip
City of	Sandusky	Sandusky Transit System	Active	Multimode	1/1/2007	Present	Tom	Schwan	(419) 621-8462	1230 Depot Street	Sandusky	OH	44870
City of	Santa Clarita	Santa Clarita Fixed Route, Dial-A-Ride and ASI Services	Active	Multimode	8/2/2008	present	Adrian	Aguilar	(661) 295-6305	28250 Constellation Road	Santa Clarita	CA	91355
City of	Santa Maria	Santa Maria, City of	Lost in rebid to lower bidder	Multimode	7/1/2004	6/30/2009	Austin	Odell	(805) 925-0951 ext. 480	110 S. Pine St. Suite 201	Santa Maria	CA	93458
	Solano County Transit (SolTrans)	Operation of Fixed Route and Paratransit Transit Service (SolTrans)	Lost in rebid - lowest bidder	Multimode	7/1/2011	6/30/2013	Jeannine	Wooley	(707) 553-7224	311 Sacramento St	Valejo	CA	94590
City of	Thousand Oaks	Thousand Oaks Transit	Active	Multimode	1/1/2004	present	Mike	Houser	(805) 376-5063	1993 Rancho Conejo Road	Thousand Oaks	CA	91320
City of	Tracy	Tracer Fixed Route and Paratransit Public Transportation Systems	Active	Multimode	7/1/2001	Present	Rod	Buchanan	(209) 831-4330	400 E. Tenth Street	Tracy	CA	95376
	Transit Authority of River City (TARC)	Transit Authority of River City (TARC)	Competitive procurement, MV was not lowest bidder so another bidder was selected.	Multimode	10/1/2005	9/30/2012	J. Barry	Baker	(502) 561-5100	100 West Broadway	Louisville	KY	40203
City of	Tulare	Management and Operation of the City of Tulare Transit System (Tulare InterModal	Active	Multimode	10/1/2006	Present	Darlene	Thompson	(559) 684-4227	411 East Kern Ave	Tulare	CA	93442
	Tulare, County of	Tulare County Area Transit (TCAT)	Active	Multimode	10/1/2006	Present	Dan	Fox	(559) 624-7180	5961 S. Mooney Blvd	Visalia	CA	93277-9394
	Tuolumne, County of	Tuolumne County Transit	Lost in rebid to lower bidder	Multimode	7/1/2003	6/27/2009	Darin	Grossi	(209) 533-5601	(mail) 2 S. Green Street (deliveries) 48 West Yaney Avenue	Sonora	CA	95370
City of	Union City	Union City Transit	Active	Multimode	7/1/2000	Present	Wilson	Lee	(510) 675-5409	34650 7th Street	Union City	CA	94587
	University of Kansas	Transportation Services: Fixed Route, Paratransit and Safe Ride	Active	Multimode	8/1/2007	present	Danny	Kaiser	(785) 864-7445	1501 Irving Hill Road	Lawrence	KS	66045
	Village of Schaumburg	Dial-a-Ride (DART) Service	Active	Multimode	6/1/2013	Present	Richard	Bascomb	(847) 923-3862	101 Schaumburg Court	Schaumburg	IL	60193
City of	Visalia	Visalia Transit System and SEKI Shuttle	Active	Multimode	9/1/2003	Present	Monty	Cox	(559) 713-4100	425 E Oak Ave Ste101	Visalia	CA	93291
City of	West Hollywood	Fixed Route, Dial A Ride and Trolley Transportation Services	Active	Multimode	7/1/2002	present	Perri Sloane	Goodman	(323) 848-6370	8300 Santa Monica Bl	West Hollywood	CA	90069-6216

MV Contracts for Fixed Route Transit Services in the Past Five Years

Agency Name Prefix	Client / Agency Name	Contract Name	Current Status	Type of Work Performed	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Contact Phone	Address	City	State	Zip
	Clarisonic	Clarisonic Passenger Transportation Services	Active	Shuttle	10/31/2011	Present	Mary	Bergstrom	(425) 285-4000	Pacific Bioscience Laboratories, Inc. 17275 67th Court	Redmond	WA	98052
	ETMA	Shuttle Operation and Maintenance Services for Emery Go-Round, West Berkeley Shu	Active	Shuttle	3/1/2013	Present	Roni	Hattrup	(925) 937-0980 ext 212	1676 N. California Blvd. Suite 400	Walnut Creek	CA	94596
	Ford Point	Ford Point Shuttle	Active	Shuttle	11/1/2006	Present	Michelle	Heredia	(510) 758-7690	3049 Research Drive	Richmond	CA	94806
	FPI Management, Inc.	Bracher Senior Apartments	Active	Shuttle	1/1/2012	Present	Rene	Regino	(408) 361-4610	505 W. Juilan Street	San Jose	CA	95110
	Georgia State University, Auxiliary and Support Services	GSU Panther Express Shuttle	Active	Shuttle	7/1/2013	Present	Michael	Sproston	(404) 413-3154	Georgia State University Commerce Building 34 Broad Street NW 14th Floor Board Room Atlanta, GA 30303	Atlanta	GA	30303
	Greater Orlando Aviation Authority	Shuttle Bus Management Services	Active	Shuttle	10/1/2004	Present	Eric	McClung	(407) 825-7847	One Airport Blvd.	Orlando	FL	32827-4399
	North Valley Baptist Church	North Valley Baptist Church Sunday Shuttle	Client decided to provide transportation internally	Shuttle	3/29/2009	03/24/2012	Fred	Slye	(408) 988-8881	3530 De La Cruz Blvd	Santa Clara	CA	95054
City of	Palo Alto	Palo Alto Bus Shuttle Service	Active	Shuttle	2/28/2011	Present	Kathy	Bradley	(650) 329-2162	250 Hamilton Avenue	Palo Alto	CA	94301
	Pender County Department of Social Services	Pender Co DSS Transportation - Medical/Work First Clients	Active	Shuttle	7/1/2013	Present	Reta	Shiver, D.P.A.	(910) 259-1240	P.O. Box 1207	Burgaw	NC	28425
	S & B Engineers & Construction, Ltd.	S&B Shuttle	Construction project was completed, eliminating need for transportation services. Contract ended.	Shuttle	5/10/2010	2/29/2012	N.L. "Buck"	Henneke	(409) 984-0009	7825 Park Place Blvd	Houston	TX	77087
County of	Sacramento	Job Access Shuttle Service to Franchise Tax Board	Active	Shuttle	12/1/2010	Present	Debby	Rzeznik	(916) 875-0940	2433 Marconi Ave	Sacramento	CA	95821
	Sacramento Municipal Utility District (SMUD)	SMUD Shuttle	na	Shuttle	1/1/2014	Present	Pamela	Do	(916) 732-6292	6201 S Street Mail Stop B100	Sacramento	CA	95852-0830
City and County of	San Francisco	San Francisco Mission Street Shuttle	na	Shuttle	11/3/2008	11/15/2013	May	Jaber	(415) 554-9821	25 Van Ness Ave. Suite 400	San Francisco	CA	94102

#16.

#16.

MANAGEMENT RESUMES

Stephen Allan
General Manager

Mr. Stephen Allan is MV's proposed general manager for the Compton Renaissance Transit System.

Experience

General Manager, MV Transportation, Inc. (Paramount, CA)
2008 to Present

- Oversees multiple transportation contracts
- Mentors staff and monitors staff performance
- Responsible for MV's union relationship with Teamsters Local 848
- Addresses union grievances
- Works closely with the operations manager on a daily basis to ensure service is running efficiently
- Works closely with the maintenance manager to ensure vehicles are maintained to standards
- Works with operations staff to ensure all safety standards are met
- Member of MV's Location Safety Committee

General Manager, Super Shuttle (Orange County, CA)
1998 to 2007

- Responsible for the airport operations and management of the Disney Cast Shuttle Program
- Worked with airport landside operations and curb operations
- Oversaw accounting functions including payroll, AP/AR, and subcontractor billing
- Responsible for addressing human resources issues
- Mentored staff and assisted every department with daily operations
- Oversaw budget and revenue to assure all expenses were consistent with plan
- Ensured revenue goal was met or exceeded

President/Franchise Owner, Super Shuttle (Orange County, CA)
1994 to 1998

- Responsible for the daily operation of 100-vehicle service which included airport vans and contract buses with revenue in excess of $13 million
- Directed oversight of all facets of the operation including accounting, maintenance, and administrative functions
- Managed a roster of 300 employees including drivers, reservationists, dispatchers, mechanics, and administrative staff
- Franchise sold back to Super Shuttle in 1998

General Manager, Super Shuttle (Los Angeles, CA)
1991 to 1994

- Responsible for the daily operation of a 240-vehicle fleet which provided shuttle services to the Los Angeles International Airport, Orange County Airport, Burbank Airport, and Ontario Airport
- Directed oversight of all operations, maintenance, sales, and administrative functions

#16.

Kory Corothers

Operations Manager / Site Supervisor

Mr. Kory Corothers is MV's proposed operations manager / site supervisor for the Compton Renaissance Transit System.

Experience

Project Operations Manager, MV Transportation (Paramount, CA)
2005 to Present

- Responsible for the daily management of three (3) separate contract services in Los Angeles County
- Oversight of on-road operations of 81 vehicles and 118 drivers
- Oversees staff of six (6) road supervisors and four (4) dispatchers
- Ensure that service operates in a safe and efficient manner
- Ensures contract compliance
- Ensures proper scheduling of drivers
- Prepares daily and monthly reports

Road Supervisor
January 2001 to February 2005

- Ensured the safe and efficient operation of all vehicles according to contract requirements
- Conducted field evaluations and on-street monitoring
- Assessed vehicle condition, operator performance, and ensure service and safety rule adherence
- Responsible for accident/incident investigation

Operations Assistant, Watts Labor Community Action Committee (Los Angeles, CA)
April 1994 to January 2001

- Ensured monthly and daily reports were completed
- Responded to accident/incidents and insured proper reporting
- Monitored weekly schedules, conducted classroom training, safety meetings, and behind the wheel training

Road Supervisor
December 1993 to April 1994

- Conducted daily roll out and monitored drivers performance
- Prepared schedule adherence reports, conducted safety meetings, driver interviews, and assisted in the maintenance department

Education and Training

Santa Monica Community College
Southwest Community College
Ted Watkins Sports Club – President
Watts On the Move Your Organization – President

Martin Camargo
Maintenance Manager

Mr. Martin Camargo is MV's proposed maintenance manager for the Compton Renaissance Transit System.

Experience

Maintenance Manager, MV Transportation, Inc. (Paramount, CA)
August 2001 to Present

- Manages facility and 57 vehicle fleet 12 of which use CNG and 24 propane fuel
- Oversees eight (8) maintenance staff members working two (2) shifts
- Responsible for quality assurance of all shop employee work, including 10% re-rack program
- Diagnose engine and drivability issues
- Responsible for labor scheduling and planning in shop, improved mechanic productivity, and efficiency
- Ensures proper maintenance and care of on board technology including MDTs, DriveCam, radio systems, and security camera systems
- Administers Trapeze EAM maintenance management software program to maintain true costing and accurate records
- Maintains preventive maintenance program at 100% PMI on-time performance
- Instills safety culture throughout shop
- Ensures proper vehicle maintenance files
- Analyzes repair and road failure data to solve root cause
- Coordinates on site vendor training and promotes ASE training program for all technicians
- Coordinates with operations to ensure proper quantity of vehicles for pull out each day
- Supervises cleaning of fleet to exceed expectations of contract
- Successfully passed all administered local, State, and Federal inspections

Maintenance Manager, R & D Transportation (Los Angeles, CA)
1999 to August 2001

- Oversaw all aspects of maintenance
- Responsible for staff classroom and hands-on training
- Supervised hiring, maintenance schedules, and shifts
- Managed all work orders
- Controlled parts inventory

Lead Mechanic, Laidlaw Transit Services (Paramount, CA)
1995 to 1999

- Performed the most difficult repair tasks
- Served as a shift leader when required

#16.

Lina Parten

Safety and Training Manager

Ms. Lina Parten is MV's proposed safety and training manager for the Compton Renaissance Transit System.

Experience

Safety Training Manager, MV Transportation, Inc. (Paramount, CA)
2009 to Present

- Oversee all safety and training practices and functions for nine (9) contracts with 81 vehicles and 128 employees
- Serves as Safety Official which includes serving as the company's liaison to local authorities that support safety and emergency preparedness
- Conduct audits to ensure compliance with corporate safety policies and procedures, also conduct on-site safety audits
- Gather and analyze information on safety issues or accidents and develop solutions or alternative methods to maximize safe practices
- Ensure drug and alcohol testing is conducted in accordance with FTA and DOT regulations
- Complete all DriveCam review and counseling

Operations Manager, MV Transportation, Inc. (Paramount, CA)
2007 to 2009

- Oversight of daily operations for the DowneyLINK service using seven (7) 32 ft. Eldorado buses and 11 vehicle operators
- Daily management of the Lynwood service using four (4) Ford cutaways, one (1) trolley and six (6) vehicle operators
- Completed NTD reporting for DowneyLINK, Lynwood, Norwalk, and Compton services

Lead Dispatcher/Road Supervisor/Instructor, MV Transportation, Inc. (Paramount, CA)
2006 to 2009

- Supported 118 operators and 80 service vehicles for nine (9) contracts
- Managed LADOT customer complaint system
- Complete on-road instruction of new hires and retraining of current driving staff
- Conducted and presented at monthly safety meetings
- Trained staff in the use of Trapeze software for the dial-a-ride system

Vehicle Operator, MV Transportation, Inc. (Paramount, CA)
2004 to 2006

- Transported passengers for Cerritos on Wheels fixed route service

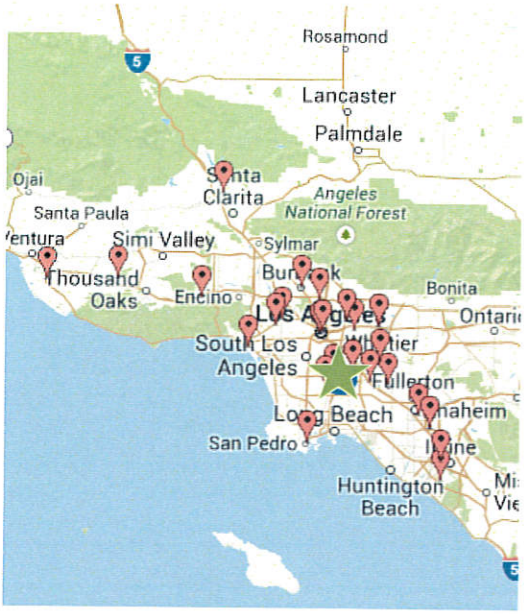
Teaching Assistant, Bellflower Unified School District (Bellflower, CA)
2000 to 2004

- Prepared curriculum and supporting materials
- Administered lessons and served as substitute teacher

4. Operations Plan

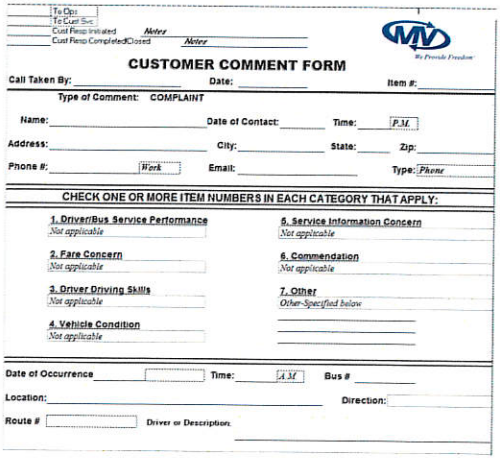
Statement of Work

MV operates the Renaissance service from 7:30 A.M. to 3:30 P.M. each weekday and from 9:00 A.M. to 3:00 P.M. on Saturdays using the City fleet of CNG vehicles. MV performs all administrative and maintenance from it facility located at 7209 East Rosecrans, Paramount, California – just four miles from the service area. MV's location reduces overall cost for the City and ensures timely response to any in service issues.



MV is the largest American-owned transportation company and the largest provider of paratransit services in North America. MV's state-wide and regional presence is also significant. It is the largest provider of privately contracted paratransit and fixed route services in California. The company currently operates 30 contracts in Southern California and more than 100 locations across the State.

MV looks forward to the opportunity to continue to provide the City's fixed route service. MV is excited to offer the following features which will enhance service quality through improved feedback on operator performance, quarterly operational meetings, and a discounted payment option to the City via progress payments.



CUSTOMER COMMENT FORM

Call Taken By: Date: Item #:

Type of Comment: COMPLAINT

Name: Date of Contact: Time: P.M.

Address: City: State: Zip:

Phone #: Work Email: Type: Phone

CHECK ONE OR MORE ITEM NUMBERS IN EACH CATEGORY THAT APPLY:

1. Driver/Bus Service Performance — Not applicable
2. Fare Concern — Not applicable
3. Driver Driving Skills — Not applicable
4. Vehicle Condition — Not applicable
5. Service Information Concern — Not applicable
6. Commendation — Not applicable
7. Other — Other-Specified below

Date of Occurrence Time: A.M. Bus #

Location: Direction:

Route # Driver or Description:

Comment Cards – To ensure high quality customer service and unbiased reviews of MV's service, the company will place comment cards on all vehicles (with the City's permission). Comments will be shared with the City to ensure MV is constantly improving its service to passengers.

Score Card – A critical component to MV's Regional Vice President Fadi Chakbazof's support

will lie in the development of performance goals and the creation of a score card to track MV's performance. Upon award of contract, Fadi Chakbazof will present the score card specific to the performance standards of the Compton Renaissance Fixed Route service for the City's review and approval and to ensure MV and the City agree to the variances signifying the need for an improvement plan.

Quarterly Meetings – MV will work closely with City staff to ensure service is at peak performance. Mr. Chakbazof will also hold quarterly meetings with the City to review performance and set new goals and objectives for the service and the local team.

Progress Payments - MV offers its clients progress payments, a cost savings method that eliminates the interest expense incurred by MV through its credit line. Under this payment structure, MV bills the City for 45 percent of the total estimated monthly billing, on the 1st and 16th of each month (payment due on the 16th and the 1st of each following month, respectively). This payment method offers an annual discount of 0.25 percent.

After month end, MV will produce a final invoice for the month as required by the contract, crediting the City with the progress payments made. The City will then pay the balance due within the terms contained in the proposed contract.

Payments made are in arrears, consistent with FTA requirements, which prohibit advance payments.

Initiating the suggested programs will enable MV and the City to more easily obtain detailed information about the services as well as reducing costs through progress payments. These easy to implement programs can result in big gains both in terms of the satisfaction of passengers and the efficiency of service.

Daily Service



Operator Check In

When the operator reports to the facility, he or she checks in at dispatch. The operations manager/site supervisor or on-duty supervisor will be present, along with MV's dispatch team. The dispatcher marks the operator as present and hands the operator his or her vehicle assignment, provides any written notices regarding service adjustments, changes, or announcements, and performs a "fit for duty" review of the operator. This review includes a uniform check, reasonable suspicion evaluation, and a review of each operator's license.

Daily Vehicle Inspections

After the operator checks in with dispatch, he or she will proceed to the yard and locate his or her vehicle. When the operator arrives at the vehicle, he or she will initiate the daily vehicle inspection (DVI, or "pre-trip") using MV's standard pre-trip inspection forms. All areas of the vehicle are inspected and all results must be documented.

During peak pullout periods, at least one (1) supervisor is in the yard to oversee the DVI process. This person monitors operators as they perform these inspections, respond to any questions operators may have, and ensure a timely and coordinated pullout.

If the operator detects an issue with the vehicle that presents a safety hazard and will prevent the vehicle from leaving the yard and entering service, the operator notifies dispatch, who will contact the on-duty mechanic. The mechanic determines if the issue can be quickly rectified (for example, a bulb replacement), or the vehicle should be pulled from service (for example, the brakes are not operating properly).

If the vehicle must be pulled from service, the mechanic communicates the change with the dispatcher, who assigns a backup vehicle (which is already pre-tripped), to the operator. The mechanic places the vehicle out of service and performs all required Lock-Out-Tag-Out procedures.

If the mechanic can make the repair quickly and easily, he or she will do so, and the operator will notify dispatch as he or she departs the yard and proceeds to the first stop.

If the operator does not detect a safety-related defect that would prevent the vehicle from entering service, the operator notifies dispatch as he or she departs the yard and proceeds to the first stop.

Fueling

After leaving the yard, operators fuel the CNG vehicles at the fueling station in Bellflower, CA before their first pickup at the transit station.

Route Initiation

Operators check in with dispatch whenever departing or arriving scheduled stops and this data is entered into a database for record keeping and reporting purposes.

Upon arrival at the first stop, the operator changes the vehicle head sign from "Out of Service" to the proper route number and name. If the operator is early, he or she will not leave the stop until the first scheduled departure time.

The operator proceeds to the next stop at the scheduled departure time. MV's dispatch team continually monitors service delivery in order to quickly resolve any issues that arise.

Standby Operators and Backup Service



MV's supervision, safety, and maintenance programs will minimize the number of delays, preventable incidents, and roadcalls experienced in the system; however, MV's team will be prepared for these unfortunate events should they occur.

A core component in service reliability is the appropriate deployment of protection and/or backup service. MV's operational plan offers the following measures to ensure service reliability, minimize deadhead, and improve operational efficiency:

- Assignment of extraboard shifts during peak hours
- Daily assignment of standby operators
- Assignment of pre-tripped, standby vehicles at the operating facility
- Support vehicles dedicated to operator relief

Extraboard Operators

Extraboard operators are available as backup when operators do not arrive to work on time and as scheduled due to vacation or illness. Upon becoming aware of an operator deficiency, the dispatcher places a call to an extraboard operator alerting them of the available shift. When they arrive at the division, they are provided route paddles to assist them in throughout the service day.

Standby Operators

Standby operators are posted at the facility, and are available to relieve service in the event of an operator illness, roadcall, or any incident that results in a vehicle being placed out of service for any extended period.

When a standby service is required, the standby operator will respond directly to the scene of the incident, and when necessary, meet the in-service vehicle in order to efficiently transfer passengers. The standby operator will continue the remainder of the route until the shift ends or until otherwise directed by dispatch. Four (4) standby operators are scheduled for two (2) hours in the AM and two (2) hours in the PM.

Backup Vehicles

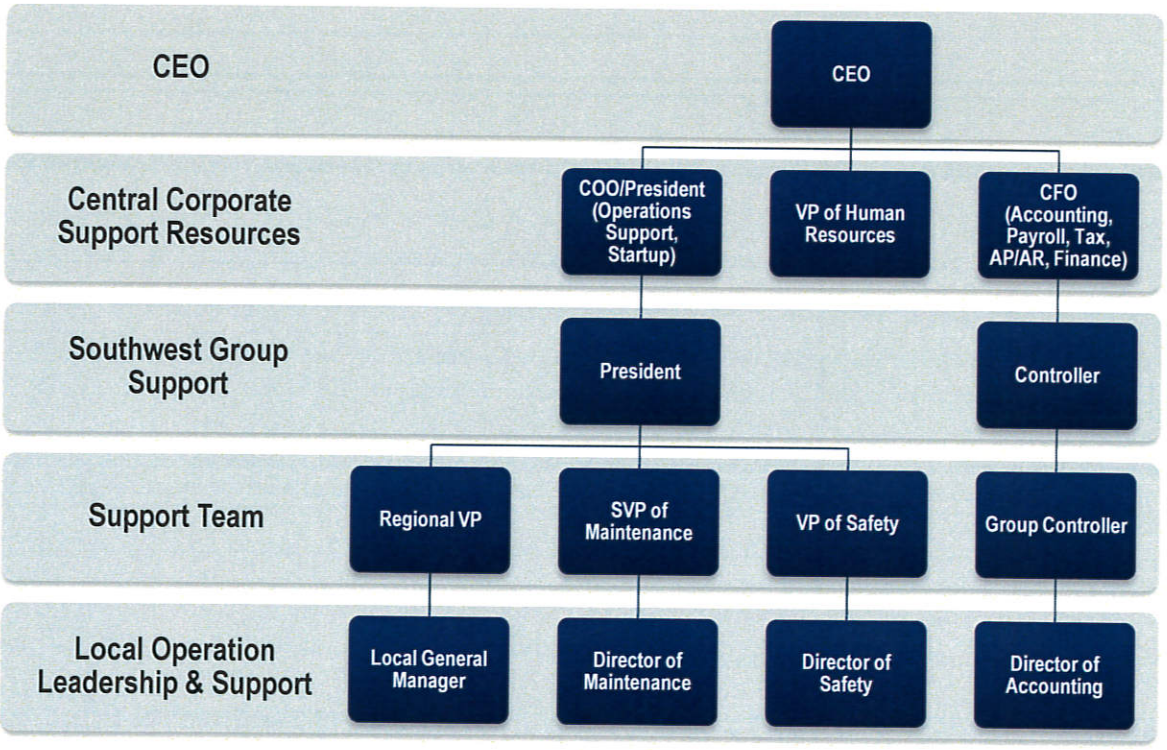
Backup vehicles are pre-tripped vehicles parked at the operating facility. These vehicles are available for use in the event of a service disruption such as a vehicle incident or roadcall.

End of Operator Shift

When the operator has completed his or her shift, he or she notifies dispatch and heads to the yard. The operator ending his or her shift performs a walkthrough of the vehicle to collect any items left on board and dispose of any trash. Then the operator performs a post-trip inspection.

Quality Control / Quality Assurance Programs

MV's organizational structure supports ongoing quality controls that confirm service is delivered in a manner that is safe, professional, efficient, and cost effective. The program starts with the local operation, is audited and monitored by the regional operations staff, and is supported by the resources and staff of central corporate operations.



Operational Control Programs

Road Supervision and Operator Evaluations

Road supervisors are stationed in the service area and are available to respond to any in-field issues that affect service delivery. This includes but is not limited to incidents, passenger disturbances, medical emergencies, vehicle breakdowns, and/or service delays/detours. When needed, they mitigate these service challenges and work with the operator and dispatchers to expediently resume service. Road supervisors also perform operator evaluations, which occur daily and include ride checks/ride alongs, mobility device securement spot checks, and pull out inspections. These evaluations ensure that each operator is performing his or her duty in the correct and safe manner. Observations made may be used to identify retraining needs. All evaluation forms are retained in each operator's file.



Dispatch Monitoring

Dispatchers continually monitor service throughout the day to ensure routes remain on time and on schedule. They respond to vehicle operators' requests for assistance, coordinating replacement vehicles as needed.

The operations manager/site supervisor oversees the dispatch office to confirm operators receive appropriate and responsive support. This person monitors call hold times to make sure calls are responded to in an efficient manner and they are available to respond personally to callers requesting to speak to a supervisor.

Proposed Technology to Manage and Monitor Service

MV offers the use of its TimePoint Software in this proposal, which is discussed in detail in section 4.M – *Start up Plan*. This is a valuable tool that supports ongoing service monitoring through effective reporting and real time data updates.

The dispatch monitoring component of this system presents service data in clear and meaningful displays for dispatchers and supervisors to respond to. Using a "worst case first" approach, dispatchers can clearly identify which routes are running late and which routes require immediate assistance.

Service data is then historically reported, thus providing an accurate and detailed description of service delivery throughout the day. With reporting features showing system data by hour, by route, and by operator, MV is able to pinpoint areas and causes of system challenges, without tedious analysis.

Controlling Quality through Reporting and Analysis

Operational reporting provides service statistic necessary to gauge service quality, ensure contractual compliance, acquire transit funding, and for completion of all National Transit Database (NTD) reporting. A large portion of the service data is collected and reported using the TimePoint Software (if used), while others are collected using MV's Lawson Accounting and HR ERP and other third party data collection systems.

As required, MV will track the following items to ensure it is meeting the standards outlined by the City and the Company:

- Vehicle inspections and safety;
- On-time performance (95 percent of all scheduled runs, 90 percent peak period, 95 percent off-peak, reliable operator timepiece synchronized daily within two minutes of actual time, no route deviation);
- Adherence to schedule (no early/late departure, incomplete trip, vehicle not available or in deficient condition);
- No preventable accidents (using National Safety Council Standards);
- Proper fare collection;
- Passenger assistance, courteous and cooperative personnel;
- Customer complaints;
- Proper operator licensing and records review;
- Vehicle cleanliness;
- Timely and accurate operational reporting, such as passenger count by vehicle, vehicle breakdown, etc.;

It is also important to update the team on its performance; MV continuously updates and shares performance results during location safety meetings.

Complaint Receipt and Investigation

Expedient response to all complaints, comments, and commendations is critical to customer service excellence. All employees are taught to exhibit professionalism and care when receiving a complaint. The company's general guidelines for handling a customer complaint are as follows:

- Actively listen and document all necessary information.
- Respond politely and patiently, taking care to appropriately document and confirm the details of the comment.
- If the comment is a complaint, inform the customer that it will be investigated, and that a supervisor may contact them directly as part of this investigation.
- Thank the caller for his or her time.

MV will immediately take appropriate actions and begin investigation of all complaints to determine validity. Complaints that are serious in nature must immediately be brought to the attention of Regional Vice President Fadi Chakbazof and the City. Depending on the nature of the complaint either the general manager and/or regional vice president will personally handle these types of complaint investigations.

Complaint investigation includes one or more of the following actions:

- Telephone conversation with the complainant to understand the details of the complaint
- Conversation with all operators, dispatchers, road supervisors, and any other staff involved in the situation
- Review of any DriveCam clips related to the event
- Review of all dispatch logs, trip sheets/manifests

All steps taken during the investigation are documented and filed. If the results of the investigation yields a validated complaint, a copy of the complaint documentation is filed in the affected employee(s') employment file, and a letter acknowledging the complaint and remedial steps taken is issued to the complainant.

Employees who receive repeated valid complaints will be disciplined appropriately up to and including termination of employment. A formal complaint report will be provided to the City and the complaint will be logged and submitted with all monthly reports, as required.

Passenger Call Tracking System

Passenger feedback is an essential piece of the quality control process. The Company uses its proprietary passenger call tracking system to monitor service quality. This system allows the dispatcher to record customer commendations and complaints, using nearly 200 codes/criteria as applicable. This level of detail enables supervisors to effectively review and investigate customer complaints.

Check all that apply	
Bicycle rack problem	Careless Operator?from Public
Carry By	Compliment
Constructions and Detours	Discourteous Employee
Fares and Transfers	Inattentive Employee
No Show	Other
Pass By at Stop	Possible Injury
Running Early	Running Late
Traffic Violation	(CL) Late Cancel/ Valid
3/4 Mile Question	A.P.S Contacted
Appeal Conditions/Eligibility Refer to Civil Rts	Appeal Hearings Comments Etc.
Appealing Suspension First Step	Appealing Suspension Second Step
Attitude/Rudeness	Attitude/Rudeness Cust. Concern Staff
Attitude/Rudeness/General Assistance	Behavior

Supervisors can also run reports by call type, category, employee, passenger, and date in order to track complaint trends and identify training needs.

Further, this system allows supervisors to track the status of investigation, follow up, and resolution of passenger feedback.

Status: Open

Open Passenger Calls

	Id	Client Id	Contract	Passenger	Employee	Call Date/Time	Incident Date	Respond By	Validity
Edit View Email	2265			[redacted]		12:06 PM			NO
Edit View Email	10455			[redacted]		8:19 AM	01/03/2012 3:11 PM	01/03/2012	Uncertain
Edit View Email	17762			[redacted]		1:16 PM	05/06/2013 12:19 PM		NO
Edit View Email	17766			[redacted]		6:59 AM	05/06/2013 12:00 AM		Uncertain
Edit View Email	17810			[redacted]		7:53 AM	05/06/2013 4:09 PM		Uncertain

Regional Control Programs

All of MV's locations are required to undergo periodic safety and maintenance audits and inspections. These activities are as follows:

Safety Inspections (performed by: safety and training manager, frequency: monthly) – The safety training manager performs safety inspections of the facility work environment monthly. Deficiencies are identified, documented, and corrected. All findings are reported to the regional director of safety, who will follow up on these items during the semi-annual audits.

Safety Audits (performed by: director of safety, frequency: semiannual) – The safety audit is a full day inspection of the operating facility in which the regional director ensures all safety elements are in place and performing as designed. The location is audited for compliance with company and customer safety policies, rules, regulations, standards, codes, procedures and requirements. During this review, all employee training files are reviewed for compliance. All safety-related programs, issues, awareness, and reporting are reviewed for effectiveness and recommendation.

Facility Audits (performed by: regional director of maintenance, frequency: annual) – Facility audits include an inspection of the operating facility and a preventive maintenance inspections of all facility systems and subsystems. In addition to facility audits, locations undergo annual fire inspections and insurance underwriter inspections.

Preventive Maintenance Inspection "Rerack" (performed by: maintenance manager, frequency: monthly) – This reviews the quality and completeness of preventive maintenance inspections. The inspector will completely reinspect 10 percent of the fleet under the PM inspection to ensure completeness.

Semi-Annual Shop Audit (performed by: regional director of maintenance, frequency: semiannual) – This audit includes a review of the facility, environmental compliance, tools and equipment, office administration, records and maintenance safety and training. Upon completion of the audit, an action plan will be developed to resolve any issues identified.



Customer Feedback and Quality Measurements

Safety, maintenance, and operational statistics tell MV's team how it is performing within its contract – relative to contractual and industry standards; however, not all performance measurement is quantifiable. MV's regional team maintains an open and honest dialogue with its customers to ensure the company is meeting quality standards.

With the City's permission, MV will provide customer comment cards on the vehicle to garner valuable feedback at the point of service.

MV's regional vice president and vice president of business development will meet frequently with City staff to discuss the local team's performance. As needed, these individuals will garner additional resources necessary to correct any issues.

4.A. Driver Recruitment, Hiring, Training and Evaluation

4.A.i. Recruitment

MV has long term vehicle operating personnel in place at the Paramount division and anticipates no need for operator training or recruitment in the near future. However, for any positions that become available, MV will make special efforts to attract qualified operators from Compton to fill open positions. These efforts include publication of notice in the local press, local media advertisements and posted notices, and notification of the local unemployment office of available positions.

MV also has a strategic partnership with CareerBuilder LLC to power both its search engine, as well as Internet job postings.

Once MV has garnered a strong applicant pool through aggressive recruiting, it will begin the process of finding team members who will be dedicated to providing safe, friendly and timely service to your customers. A prospective employee must possess the ability to work well with the public and to respond to inquiries in a positive and professional manner.



4.A.ii. Hiring and Qualifications

MV understands that its operators, supervisors, and staff must possess the professionalism and positive demeanor to appropriately represent the City of Compton in the provision of this service. A strong and stringent hiring process is essential to identifying the best candidates to fill this role.

After an interested applicant completes an application online, the application is reviewed by the on-site hiring manager. If the application demonstrates that the candidate has the experience needed to perform the job, the candidate is invited to an interview.

The hiring manager uses behavior-based interviewing techniques to demonstrate the applicant's past behaviors and how they will fit at the company. Interviews focus on driving abilities, as well as strengths in customer service. After a candidate successfully completes the interview portion of the process, their credentials are qualified.

MV's qualifications department manages and processes all employment screens pursuant to company policy and client standards (whichever is more stringent). All qualifications personnel are trained in the complete and unbiased employee screening process.

Using a paperless application process, applicants submit their qualifications online and the following background checks and reviews are performed:

Review Type	Description	Criteria
Motor Vehicle Record Review	Applicants must provide a current and valid driving record that shows an applicant's driving history. All drivers will possess a valid California Commercial Driver's License with an accompanying medical examiner's certificate, and any other licenses or permits required by applicable Federal, State or local statutes or regulations regarding vehicle operation.	No accidents, violations, or DWI/DUI convictions. Driving records are reviewed on a semi-annual basis, or more frequently depending on the contract requirements. If violations are identified that are not reported, the operator will be interviewed and possibly released for failing to report the violation.
Criminal History Checks	MV conducts background checks on all employees through Private Eyes Employment Investigators.	Applicants with a felony criminal conviction within the last 10 years will not be eligible for employment. Job applicants with convictions of violence or sexual offenses, whether felony or misdemeanor, are not eligible for employment with MV.
Prior Employment References	MV conducts reference checks with former employers as part of the hiring process.	Poor references may be cause for rejection.
Pre-Employment Drug and Alcohol Screen	All offers of employment are contingent upon successful completion of a drug and alcohol screen.	The presence of any controlled or illegal substances is cause for rejection. Consistent with MV's FTA approved Drug and Alcohol Prevention Program safety-sensitive employees are subject to random screening.
Pre-Employment Physical Examinations	Employees in a safety-sensitive position (i.e., drivers, mechanics) must also undergo a pre-employment physical examination performed at	Exam and/or testing must verify that the applicant can meet the qualifications of the position.



Review Type	Description	Criteria
	MV's expense by a physician of the company's choice. Other exams may include a DOT physical or other physical testing.	

Pull Notification Proof

MV participates in the California DMV Pull Notice Program. This can be verified by calling (916) 657-6346 and providing MV Transportation's Requestor Code #79787.

Retaining Existing Employees – Labor Code 1070

MV Transportation declares that it will retain the employees of its Renaissance service location for a period of not less than 90 days. As the current operator of these services, MV will retain those individuals employed under this contract, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by MV.

4.A.iii. Operator Training Program

In 2010, in partnership with the leading expert in transportation safety, Avatar Fleet, MV launched its state-of-the-art training program for all operators. This training curriculum uses adult education techniques, keeping trainees engaged and interested throughout the duration of training.

AVATAR FLEET

The program is supported across three principal domains, *affective*, *cognitive* and *behavioral*, through a blended approach to adult learning, based on Bandura's Social Learning Theory. Under this approach, this training program focuses on positive attitude (affective), knowledge building (cognitive) and skill development (behavioral).

Classroom training includes a combination of facilitator-led discussion, DVD presentations, and short quizzes. Students actively participate in these interactive sessions, and develop their skills first in closed course skills-building activities and then under structured behind the wheel training. Training is based on comprehensive *driving standards* that detail every aspect of safe and defensive driving.

This program offers consistent and thorough training to all new operators. Its module-based format offers trainers the necessary flexibility to provide refresher and/or abridged transition training, or customize training to address specific areas of concerns, e.g., unique service area, specific vehicle or service type, and dispatch procedures.

Training Formats

The entire new operator training program comprises five training formats: classroom training, pre-driving skills, observation, behind the wheel, and cadet training.

Classroom:	23.50 hours
Pre-Driving Skills:	5.50 hours
Observation:	34.00 hours
Behind the Wheel:	31.50 hours
Cadetting:	16.00 hours
Total:	**110.50 hours**

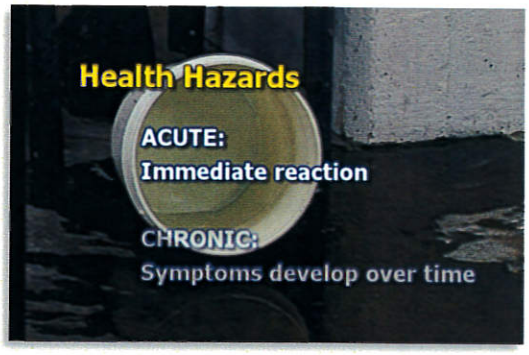
Potential vehicle operators who already have a commercial license when employed receive a total of 80 hours of training.

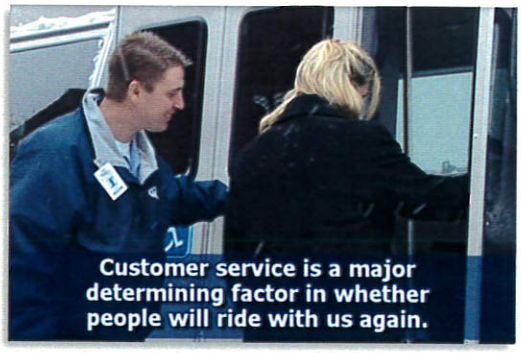
Classroom Training

The instructor-led classroom training is based on an adult-learning interactive training model and uses video training modules which are reinforced by the written training/study guide.

The video training is presented through an interactive, panel-hosted discussion led by MV personnel.

Topics include safety, defensive driving principles and techniques, hazards communication, security awareness, employee policies and procedures, employee wellness, sexual harassment, blood borne pathogens, map reading, and on-road





Classroom video presentations build knowledge while keeping employees engaged and excited to learn.

procedures.

Testing occurs at the end of each module and at the end of classroom training with a cumulative, closed-book exam. Employees must pass with a score of 80 percent or higher in order to proceed to behind the wheel training.

Pre-Driving Skills

Designed to familiarize the student with the larger size and spacing of commercial vehicles before driving the vehicle on the street, the pre-driving skills course training requires that all students learn the use of multiple mirrors and vehicle controls.

Observation

Observation training is provided and gives students an opportunity to study the proper way to handle a vehicle. Once a student has successfully completed all pre-driving skills and observation training, they begin driving the vehicle on the street with a training instructor.



Interactive Employee Panel Training Discussion

Behind the Wheel (BTW) Training

Behind the wheel (BTW) training focuses on honing specific basic driving maneuvers and skills necessary to ensure the safe operation of the vehicle under actual road operation. During BTW training, the student puts into practice what they have learned in the classroom and refines his/her driving skills with a certified trainer. During this period, the student must demonstrate mastery of 26 specific defensive driving and performance skills before graduation.

Cadet Training

After completion of the behind the wheel training, each trainee is provided with in-service cadet training with a line trainer. Operators will operate the vehicle and all on-board technology in service, and interact with the passengers on a practical level. During the training, the operator becomes familiarized with the routes, transit centers, park and rides, and the service area as a whole.

During this period, the trainee is closely monitored and receives his/her final road and training evaluation. Any areas of needed remedial training are identified and documented.

Post-Training Testing and Remedial Training

Before a student is released into service, he/she is closely monitored and receives a final road and training evaluation. Recognizing that not every operator is one hundred percent ready to enter revenue service after the base training program, MV offers up to 40 hours of remedial training. During the cadetting period, any areas of needed retraining are identified and administered based on this need.

Training Highlights

Defensive Driving – LLLC

All accidents have a cause, which can always be traced back to one or more people – most commonly the operator of one of the vehicles involved in the collision. This underscores the importance of an effective defensive driving training curriculum.

MV built its training curriculum upon the Triple L-C, an elegant and easy-to-memorize defensive driving course that teaches professionals *The Four Driving Principles to Safety*™:

- Look Ahead™
- Look Around™
- Leave Room™
- Communicate™

By using these four principles, operators maintain the maximum amount of room around their vehicle, improve their visibility, gain the extra time and information needed to make critical decisions while driving, and effectively interact with others on the road to prevent collisions. Developed throughout the course, these concepts provide MV's operators with everything they need to know to avoid collisions. Ultimately, the course helps operators see, think, and act their way through any driving situation.

Sensitivity and Passenger Assistance

MV places great importance on operator sensitivity and safeguarding the dignity of its passengers. MV's state-of-the-art, customized ADA Sensitivity Training Program is tailored to each contract and emphasizes courtesy, understanding, and the



operator's responsibility to serve all passengers, regardless of background or disability.

Practice and role-playing sessions are held with trainees to foster an experiential understanding of the challenges of navigating the system as a visually impaired passenger or as one who uses a mobility device. Video and classroom training is augmented by the involvement of representatives from the community, local advocacy groups, and care facilities.

Operator training includes the study of different types of disabilities and mobility aids so that operators properly learn how to handle each one professionally and with utmost care. Training emphasizes how passengers in mobility devices generally require a greater level of time, attention, and particular sensitivity by the operator. It explains how the proper securement of the mobility device is critical to providing a safe, enjoyable ride for the passengers. To ensure ongoing safety for passengers, training and monitoring in this area extends beyond the initial training period.

Customer Service

All operators are provided four (4) hours of customer service training through the video-based START Training from Ergometrics. This industry-recognized program is highly effective at showing new and existing operators how to deal with all types of potential challenges from customers while engaging them in real world situations that commonly occur in public transit service.

START Training teaches operators the "how", "when", and "why" of providing customer service to passengers, coworkers, and supervisors, including making customers feel welcomed, establishing boundaries with customers, seeking assistance, communicating positively, problem-solving, and managing emotional escalation.

CPR and First Aid Training

MV coordinates CPR and first aid training with community organizations, such as local EMT or medical facilities, whenever possible. This provides a great opportunity for MV staff to connect with the community. If these resources are not readily available, MV provides on-site training from a certified American Red Cross trainer.

MV is aware of the guidelines set forth by U.S. Occupational Safety and Health Administration (OSHA), for basic CPR and First Aid Training. The following includes, but does not limit, the topics in which staff must become proficient:

- The importance of quick response to first aid situations
- Basic first aid intervention

- Basic adult cardiopulmonary resuscitation (CPR)
- Universal precautions for self-protection

MV also coordinates training for specific injuries so that they may quickly respond to particular emergency situations. These training topics include:

- Shock
- Bleeding
- Poisoning
- Burns
- Extreme temperatures
- Musculoskeletal injuries
- Animal bites and insect stings
- Medical emergencies
- Confined spaces

Adequate first aid supplies are readily available in MV facilities, including suitable equipment for quick emergency drenching or flushing of the eyes and body. MV pays special attention to these elements to ensure all procedures, supplies and facilities are in compliance with OSHA standards and guidelines.



4.A.iv. Performance Evaluations

MV has an established set of clear expectations for its employees. These are supported by MV's employment standards, which will be enforced in a fair and equitable manner to all employees.

MV has included its Employee Handbook with this proposal, which provides an overview of all of MV's work policy and procedures. This handbook covers MV's Code of Conduct and FTA approved Drug and Alcohol Policy, among many other human resource and employment policies affecting all employees.

Employees are held to these rules and guidelines in the performance of their jobs. Operators are monitored based on their safety performance and customer service skills. Violations of MV's stated work rules may affect an operators' employment status, as will violations outlined in the Safety Point System. Based on the frequency, amount, and severity of these infractions, operators may be coached, disciplined, and/or terminated. If, as in the case of the Renaissance service, the employees are represented by a union, the work rules outlined in the employee handbook are superseded by those outlined in collective bargaining

agreement in place, as appropriate. For more information on operator evaluations, please see section 44.D below: *On-street Supervision.*

A critical component of MV's overall human resources program is its employee relations center. This function is overseen by both an experienced Director and Manager of Human Resources. All involuntary terminations are carefully reviewed, documentation is examined and then a decision is reached to either approve or deny a termination. If the termination involves an employee represented by collective bargaining, MV's Director of Labor Relations is also included in the termination review.

4.B. Dealing with Passenger Disturbance

MV is committed to providing a safe, efficient, and productive work environment for all employees. In keeping with this commitment it is imperative that MV properly trains operators on how to handle difficult passengers. When confronted with an upset or dangerous passenger, operators are trained to maintain their personal safety and protect the safety of the other passengers as a priority. Operators are thoroughly trained in ADA policies and are taught to act within the law when handling a difficult passenger. Operators must never use violence to subdue a dangerous passenger.



Any time an operator experiences an incident; MV personnel will notify the City within the appropriate time frame. Based upon the severity of an incident, a road supervisor and/or police personnel will be requested and sent to assist the operator and speak to the passenger. Once the operator has returned to the yard, they will be required to complete an incident report. This report will be forwarded to the designated City staff.

4.C. Dispatching

A dispatcher will be on duty during all hours of service to respond to issues and monitor service.

Standby and extraboard operators are coordinated by the dispatcher in the event that an operator does not report on time. The dispatcher also coordinates with the maintenance department for vehicle exchanges, maintenance pulls, and submission of vehicle inspection/defect forms.

Dispatch Training

Dispatcher training is administered across a 40 hour work week, primarily as on on-the job training. During the course of that training, the following subjects are covered:

- **Company Orientation:** About MV, employee handbook, company policy and procedure
- **Dispatcher Overview:** Introduction to the job, roles and responsibilities
- **Service Area:** Local geography familiarization
- **Customer Service:** Answering information calls, receiving customer comments
- **ADA:** ADA regulation and requirements for fixed route service
- **Telephone Doctor:** Telephone courtesy, customer relations and problem solving techniques
- **Radio Protocols:** Radio communication codes, emergency management over radio
- **Vehicle Monitoring & Personnel Control:** rollout log, bus assignments, use of standby/extraboard, daily labor control, checking DVIs and paperwork.
- **Driver Supervision:** Reasonable suspicion, including video and handouts of the dispatchers' role in administering FTA drug and alcohol regulations. Includes attendance procedures, extra board management, and time clock management.
- **Emergency Procedures:** Accident / incident procedures, security and incident procedures, DOT emergency action plan implementation strategies, communicating to ensure prompt and appropriate response. Training for events such as passenger illness on bus, natural disasters, vehicle breakdowns, severe weather, violent passengers, etc.

Telephone Doctor Customer Service Training

In addition to on the job training, dispatchers and all office staff are required to attend the Telephone Doctor Customer Service Training. This is a 2.5 hour program that focuses on improving communication with customers. The eight training modules are as follows:

TELEPHONE DOCTOR® CUSTOMER SERVICE TRAINING

- **The Service Mentality:** This teaches the proper mind-set for serving passengers, and identifies and highlights the basic characteristics and traits of excellent customer service.
- **Determining Needs:** Focuses on listening skills and questioning techniques, and teaches trainees how to become effective listeners.
- **Changing Perception:** Learning non-visual communication and relaying a positive attitude on the phone.

- **Coaching Skills:** Ways to improve performance and develop managers and supervisors through training, coaching and counseling,
- **Five Forbidden Phrases:** What they are and how passengers will react, and how to change the message to achieve results.
- **Six Cardinal Rules of Customer Service:** Real-life examples of what to do (and what not to do) when faced with common situations.
- **Proactive Customer Service:** Building rapport with regular callers, and providing adequate information the first time.
- **The Welcomed Guest:** Enhancing employees' ability to represent the service.

4.D. On-street Supervision

Road supervisors are responsible for the dissemination of critical information, such as service changes and system announcements to the operator team. They serve as the go-to resource in the field for MV's operator team.



They perform incident investigations, administer drug and alcohol testing procedures, respond to roadcalls, and resolve passenger disputes as needed. Based on their findings reports for these various activities, the operations manager/site supervisors will administer progressive discipline pursuant to the collective bargaining agreement.

Road supervisors perform operator evaluations to ensure that each operator is safely and correctly performing his or her job. Road observations are performed discreetly (and unannounced) without disruption to service, and include the following review types:

- **Observed Ride Checks:** Observed ride checks are on-board evaluations of an operator's customer service and safety skills. Areas that are evaluated include safe vehicle operation and professional passenger interaction. During this check, the operator's credentials are checked to ensure proper certifications are up to date and in the operators' possession.
- **Unobserved Service Checks:** Unobserved service checks are random inspections that assess operators' driving and safety skills from the road. Road Supervisors perform these checks from their service vehicle (following the operator). Operators typically are unaware that these evaluations are being performed.

- **Mobility Device Securement Spot Checks:** These random inspections are on-vehicle reviews of an operators' ability to safely and properly secure a mobility device. The supervisor meets the operator at a location where a passenger using a mobility device is being picked up, boards the vehicle, and closely observes the manner in which the mobility device is secured.
- **Pullout Inspections:** Pullout inspections are unannounced and occur daily. A supervisor that is stationed in the yard confirms that the operator is in proper uniform, has the appropriate credentials on his or her person, and is prepared for service that day. The supervisor then checks the vehicle to confirm it is clean and ready for service.

Road Supervisor Training



In 2013, MV again partnered with AVATAR in the creation of a custom road supervisor development program. The program comprises six (6) courses designed to improve coaching ability, increase safety awareness, and ultimately reduce incident frequency and improve customer satisfaction. The training program uses an adult learning platform that addresses the following topics:

- *Observation Techniques:* This provides an overview of the training and discusses the role of the road supervisor in shaping operator behavior. Trainees learn how to properly observe operator performance.
- *At-Risk Driver Behaviors:* Trainees learn to identify and correct behaviors that put drivers at risk for accidents.
- *Teaching Triple L-C in the Field:* Trainees learn how to give specific feedback to operators about driving defensively and preventing accidents by using the Four Driving Principles to Safety. (Look Ahead™, Look Around™, Leave Room™, Communicate™)
- *Communication Essentials:* Trainees learn effective communication methods and develop skills to improve driver outcomes through increased positive communication.
- *Coaching the Professional Driver:* This course teaches trainees the basics of coaching professional operators. A distinction will be made between coaching, training, and orientation. Additionally, this course will discuss the two types of coaching as well as teach supervisors how to coach and deliver feedback.
- *Accident Investigation & Follow-Up Procedures:* Trainees learn the techniques for gathering complete, accurate and objective accident data used to arrive at true root causes and

determine corrective action. They learn to further examine and analyze data as a means of preventing injuries, property damage and financial losses.

4.E. Drug Testing Policy

MV's Zero Tolerance Drug and Alcohol Testing Program is critical to its provision of a safe, healthy, and productive work environment. All of MV's employees are subject to the four drug and alcohol screening types, pursuant to their employment category (safety sensitive versus not safety sensitive):

- **Pre-Employment** – All offers of employment are contingent upon the successful completion of a pre-employment drug screen. Failure to submit to said test, or a positive screen, results in revocation of the offer of employment.
- **Random** – All safety sensitive employees are automatically entered into the company pool for random testing pursuant to FTA regulations.
- **Post-Accident** – MV conducts DOT post-accident drug and alcohol testing immediately for any employee who is involved in an incident or accident meeting FTA/DOT criteria. If the accident does not meet the FTA/FMCSA testing criteria, MV will reserve the right to test any safety sensitive employee after any accident/incident regardless of the severity of the accident/incident.
- **Reasonable Suspicion** – This test may be required if significant and observable changes in employee performance, appearance, behavior, speech, etc. provide reasonable suspicion of the influence of alcohol/ drugs. All frontline personnel are observed by supervisory personnel who are certified as having completed the DOT Supervisor's Class in Reasonable Suspicion Training in Drug and Alcohol.

**Under MV's Zero Tolerance Drug and Alcohol Testing Program, a positive screen or refusal to be tested under these conditions results in termination of employment.*

Mrs. Esther Avalos, Director for Drug and Alcohol Compliance, administers MV's Zero Tolerance Drug and Alcohol Testing Program. It is regularly updated and complies and/or exceeds FTA and DOT requirements. MV has successfully completed each FTA audits to which it has been subject.

Random drug and alcohol testing selections are determined using MYeScreen® software, a state of the art, computer-generated selection process program that randomly selects individuals (donor) for testing without showing discrimination. These assignments are available to the location on the first of each month to begin performing testing immediately.

MV uses local occupational health clinics to perform the urine and breath alcohol collections for testing. MV contracts with Alere Toxicology for laboratory services, Dr. Stephen Kracht for MRO services and National Counseling Resources for substance abuse professional services. Duo Research handles blind quality control sample testing. All results are transmitted to Mrs. Avalos, who processes the information and provides it to the local management team.

All employees receive FTA compliant training that outlines MV's Zero Tolerance program during initial training. Drug and alcohol testing procedures are addressed as part of initial employee training and annual supervisor training.

4.F. Driver On-board Security

Safe Driving Behavior Using DriveCam



In 2004, MV launched a national safety initiative to install the DriveCam system in its operating vehicles. Today, more than 8,000 of the vehicles operated by MV benefit from DriveCam. MV has installed DriveCam in each of the Renaissance vehicles.

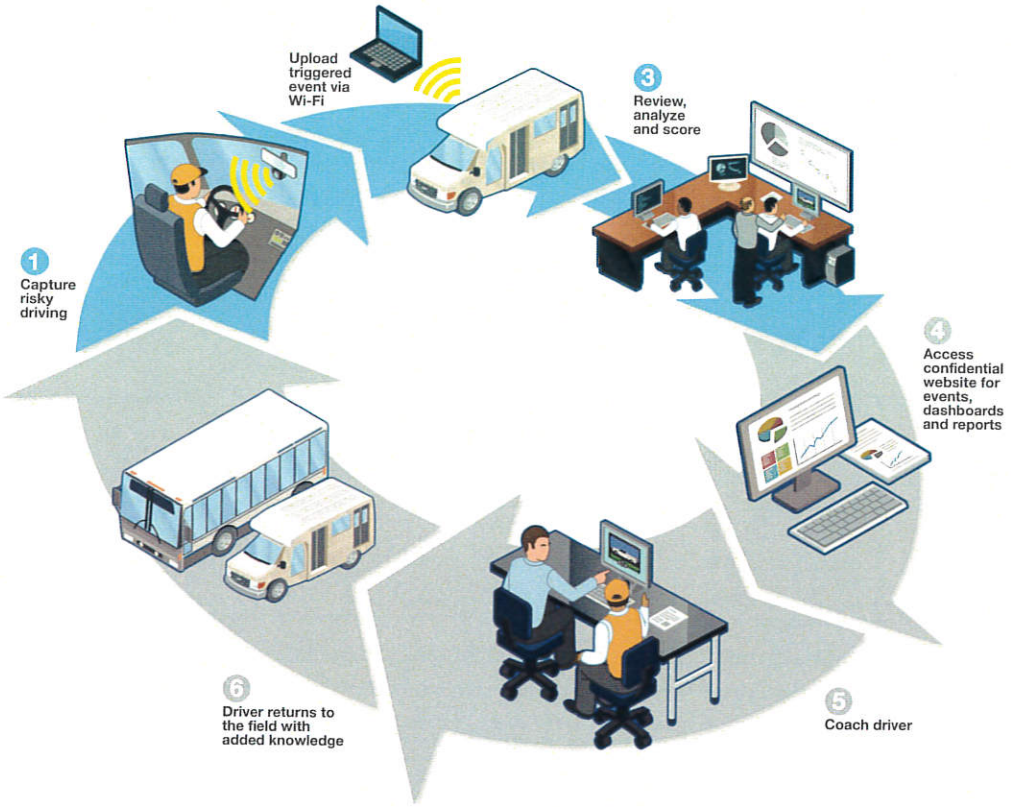
DriveCam allows for proactive operator behavior modification that addresses unsafe driving habits before an accident occurs. Through the systematic identification of unsafe driving behaviors, corrections can be made to reduce the number of vehicular incidents, and collisions in government and commercial vehicles. It has reduced vehicle damages and costs (workers' compensation and personal injury) up to 80 percent[1] and has been installed in more than 185,000 vehicles.[2]

DriveCam units are mounted on the vehicle windshield, and continually record on-road and in-vehicle images and sounds. The camera is triggered by either exceptional forces (caused by collision, stopping short, fast turns, etc.) or by using the manual panic button. When triggered the unit saves recorded events, 10 seconds before and after the driving event, allowing MV's local team to view the actions leading to the incident.

Built in GPS and wireless connectivity enables clips to be sent from any location and immediately after an incident occurs. Clips include specific data regarding event location, and vehicle movement and speed.

[1] *http://www.drivecam.com/our-solutions/proven-benefits*

[2] *http://www.drivecam.com/our-company/about-drivecam*



MV contracts with DriveCam Managed Services for all event review. Trained and certified Driving Risk Analysts review all event recordings and assign a risk score. Reviewed and scored clips are published on a secure website and accessible to MV's management, regional, and support teams.

As coaching opportunities are identified, they are brought to the attention of the local management team who is required to follow up with the operator. Operators displaying unsafe driving habits are coached and retrained based on these scores. Those operators repeatedly displaying unsafe driving behaviors are disciplined pursuant to MV's employment policies. MV managers are evaluated on the percent of coaching opportunities taken compared to the total number of incidents.

MV has invested significantly with DriveCam and has developed subject matter experts in its corporate staff (Ms. Diana Finkle and Mr. Max Kabrich) to support MV's local team.

Although an employee of DriveCam, Mr. Max Kabrich is assigned full-time to MV's operations and is based at MV's Dallas Texas headquarters. Max's presence within MV's DriveCam program ensures the most up to date programs – including reporting and training

– are offered to MV's customers. This also gives MV a direct line of communication with DriveCam's executive team.

System Security Awareness Classroom Training

MV's classroom training includes a 30-minute presentation of the Warning Signs video, produced by the National Transit Institute's Workplace Safety and Security Program through the funding and support of the Federal Transit Administration.

This training video emphasizes the responsibility of transit professionals to extend the reach of law enforcement agencies in ensuring the safety and security of their transit systems.

Employees are taught to thoroughly inspect vehicles and work areas for anything out of place, and to report anything suspicious. Stressing caution and common sense, the training gives guidelines for appropriate suspicion without profiling, observing a suspicious person's behavior, location, and the time rather than their attire or skin color. The training also discusses suspicious packages, gives guidelines for identifying chemical and biological weapons, and what steps to take in the event of an emergency.

Please refer to section 44.B *Dealing with Passenger Disturbance*, for more information on the on-board security training MV provides to operators.

4.G. Documentation and Maintenance of Project Records

MV understands the reporting requirements for the Compton services and will submit required reports to the City annually, quarterly, monthly, and daily as required by the RFP.

MV has developed an in-house system which interfaces with third party systems to track data, such as revenue/non-revenue miles/hours, trips, etc., and compiles the data into reports. This system is designed to collect and store the data needed allowing summary reports to be generated in reader-friendly formats. By using this system to generate billing, payroll, and operational reporting, duplicative data entry and subsequent manual errors are greatly reduced. One of this product's strongest assets is that it can interface with third party products.

In addition, MV uses Lawson Software's Enterprise Resource Planning Solution both in its corporate office and operating locations. The Lawson Financial Suite includes General Ledger, Accounts Receivable, and Accounts Payable. The Lawson Human Resources Suite includes Personnel Administration, Benefits Administration, Payroll, Time Management, and Employee and Manager Self-Service. Lawson software is a fully integrated, web-enabled

solution, which MV runs on an NT platform. The software is scalable to allow for growth of the company without having capacity concerns. The web-enabled feature allows Company management to selectively determine which processes and controls should be centralized versus decentralized.

MV believes in proper data backup and off-site storage of data backups in the event of a fire or other catastrophic event. MV's IT team sets up the local computer network to ensure proper connectivity, security levels, password protection, and local technical support. MV will work with the City IT staff in whatever manner necessary.

MV is able to meet the FTA/NTD reporting requirements and currently provides these reports to clients who receive Federal funding and are required to submit them. MV uses the accepted FTA sampling methodology and has systems in place to collect and report this information pursuant to the guidelines of the National Transit Database Reporting Manual.

4.H. Response to Vehicle Breakdowns



When a roadcall occurs, MV's maintenance team will be prepared to respond efficiently. Dispatchers use a troubleshooting guide to first attempt to talk the operator through correcting the issue. If the situation cannot be resolved, dispatch will engage the on-duty technician to assist. Dispatch will patch the operator through to the technician so that the severity of the issue can be assessed. The technician will determine the following:

- If the operator can resolve the issue on his or her own; in which case the technician will remain on the radio and coach the operator as needed until the situation is resolved.
- If a replacement vehicle is needed, the mechanic may deliver the vehicle himself/herself, or work with dispatch to send a standby operator to the field to transfer the passengers and resume the route. MV's maximum response time will be one hour, as required in the RFP.
- If the mechanic must report to the field to resolve the issue and deliver the vehicle back to the yard.
- If a tow/wrecker service is required, the mechanic will work with dispatch, who will coordinate this process. The disabled vehicle will be removed from the scene within 1.5 hours after the initial report, and will be fully covered when towed.

A vehicle breakdown form is completed for every roadcall and stored in the vehicle file. Information about the roadcall is also entered into the Trapeze Enterprise Asset Management (EAM) maintenance management information system.

4.I. Employee Incentive

MV employs a number of strategies to reduce turnover in its local operations, including:

- **Competitive wage scaling:** By researching nearby job competition to understand what financial packages best meet the needs of the local employment market.
- **Continued education:** Ongoing training improves job attractiveness, keeps employees motivated and engaged, and demonstrates MV's willingness to invest in its employees. MV provides on-the-job training, offers a number of continued training opportunities via web-based packages, hosts companywide training classes, and encourages employees to obtain new certifications.
- **Opportunities for promotion:** MV is committed to promoting from within and will maximize those opportunity as much as possible.
- **Employee recognition programs:** Employees that demonstrate proficiency in their jobs, and those that set the standard for exemplary performance are rewarded in employee recognition programs.

Safety Recognition Programs

MV offers safety-based programs that recognize employees for safe behavior:

- **$200 Safety Bonus:** Operators exhibiting safe driving behavior (no preventable incidents) and a strong attendance record receive a $200 annual bonus on the anniversary of their hire date.
- **The Katherine McClary Operator Award:** This award recognizes MV's finest vehicle operators across the country. Qualifying operators must exhibit safe and professional driving behavior, a positive work attitude, excellent customer relationships skills and strong attendance record. Quarterly, annual, regional and national awards are presented and include cash prizes.
- **Safety Pins and Patches:** Operators are given safety pins and patches for each year completed without a preventable accident or injury.
- **Safety Raffles and Other Safety Events:** MV's local management team hosts safety raffles to promote the safety message and a quarterly barbeque to celebrate positive safety performance.

4.J. Staffing

Please refer to the project organization chart at the beginning of section 2: *Management Structure and Key Personnel.*

Job Descriptions

Vehicle Operators

Vehicle operators are the critical interface to passengers and must appropriately represent the City of Compton. The ideal operator candidate has a safety-first attitude, a professional demeanor, and excellent customer service skills.

The primary responsibility of the vehicle operator is to transport customers while adhering to safety regulations, traffic laws, operating policy, and scheduled timepoints. Vehicle operators respectfully and professionally respond to customer inquiries, providing route information as needed. They are trained in the system routes, and must be fluent in providing information regarding major stops, transfer points, and schedule information. Upon consent, operators respectfully assist passengers as they board the vehicle and aid those who agree to assistance in securing their mobility device.

When operators report to work, they first check in at dispatch. They then proceed to the yard and perform a pre-trip inspection, coordinating with the yard supervisor and/or maintenance team to correct any safety issues discovered. Once the pre-trip checklist is complete, operators are cleared for pullout.

They are trained to use all appropriate on-board technology, and must demonstrate proficiency in all dispatch communication procedures. Vehicle operators coordinate with dispatch regarding schedule adherence, vehicle malfunctions, accidents, and/or other disturbances.

Employee Spotlight
Dionisia Natividad



Dionisia began her career with MV in January of 2003 after getting a recommendation from a friend who who already worked for MV. She loves to meet new people and help her passengers get where they need to go safely. She has won multiple safe driving awards during her time with MV and says that the excellent driver training provided has helped her improve her driving skills.

Upon return to the yard, vehicle operators perform a post-trip inspection and submit all completed paperwork to dispatch.

General Manager

(*Stephen Allan*) The general manager is the daily operational liaison between MV and the City. This person is MV's field representative and the City's advocate. This person must embody the spirit of the Compton Renaissance Transit System and work in partnership with the City, the local team, MV's corporate support personnel, and the riding community to realize the mission and vision of the City of Compton.



This person is responsible for the safe and high quality operation of the transit system. This responsibility encompasses all efforts defined within the scope of work, including safety, training, maintenance, personnel oversight, operating performance, data collection, reporting, community relations, budgeting, accounting and finance, adherence to policy and procedure, and more.

MV's general manager will meet with City staff often to provide updates on service quality, performance numbers, possible trends, and/or other statistics requested. In order to improve the ongoing education and training of its management team, MV requests that general managers attend periodic conference calls, training sessions, as well as regional and national meetings hosted by MV's support team.

Operations Manager/Site Supervisor

(*Kory Corothers*) The operations manager/site supervisor is the daily liaison between MV's local field personnel and local management team. This person oversees the safe and efficient operation of daily service, in compliance with City policy and in conformance with MV standard operating procedures. The operations manager/site supervisor is present at the Compton Transit Center either on a route or on a vehicle, weekdays from 7:30 a.m. to 9:30 a.m. and 2:00 p.m. to 3:30 p.m.

This person has oversight responsibility for all operators, dispatchers, and supervisors. The operations manager/site supervisor coaches and counsels employees, and administers progressive discipline when needed.

The operations manager/site supervisor reviews all logs and paperwork from the dispatch office, and ensures all operator and supervisor shifts are covered. He works closely with the

dispatch office to confirm vehicle operators are properly supported. This individual works to monitor service and make sure it is delivered on time and meets the expectations of the passengers.

The operations manager/site supervisor assists in HR functions, managing employee files, and monitoring attendance records. He or she also holds responsibilities in the complaint investigation process, serving as an additional liaison to passengers, clients, and community members. He or she may be asked to represent MV in community meetings, coordinate events with local charities, and/or organize volunteer efforts from MV's local operation.

Safety and Training Manager

(*Lina Parten*) The safety and training manager oversees the safety and training related activities of the location. She is responsible for ensuring effective training of MV's team and the safe operation of all service, equipment, and facilities.



This person is the safety officer and the emergency coordinator for MV's location, serving as the company's liaison to local authorities that support safety and emergency preparedness. She leads all emergency training and makes sure that MV's team is ready to respond to the needs of the community in the event of an emergency.

She is responsible for establishing the schedule and curriculum for ongoing training activities, and maintains all training documentation for employees as required. This person leads all accident and incident investigation, manages awards for safe driving, facilitates safety meetings, and directs the activities of the safety committee.

She oversees the review of video clips downloaded from the DriveCam system and ensures proper follow up. She is responsible for the preparation for and compliance with all State, Federal, and County regulatory audits, and administers the FTA Drug and Alcohol prevention program. The safety and training manager is responsible for the creation and maintenance of an overall culture of safety at MV's location.

Maintenance Manager

(*Martin Camargo*) The maintenance manager is responsible for the safe and effective operation of the Renaissance fleet. This person reports to the general manager, and under

the guidance of MV's regional director of maintenance, coordinates and oversees all scheduled and unscheduled maintenance inspections and repairs. The overall mission of this position is to protect the City fleet and maximize its useful life by ensuring it is well maintained pursuant to all OEM, City, and MV standards of safety, operation, and appearance.



The maintenance manager schedules and monitors all fleet, equipment, and facility maintenance activities – those performed both in house and those contracted to outside vendors. He schedules all preventive maintenance inspections, coordinating with dispatch in order to maximize fleet availability; as such, he possesses a strong understanding of service demand peaks. He is accountable for adequate staffing and supervision, as well as for the performance of the maintenance team.

This position coordinates with equipment manufacturers regarding warranty issues and specialized training needs. The maintenance manager manages MV's relationship with vendors/suppliers for the provision of any outside repair work and ancillary services.

The maintenance manager works closely with the assigned regional maintenance director who ensures that all requested maintenance support resources are provided as needed.

Road Supervisor

The road supervisor is stationed in the field and monitor on-road activities. This individual ensures the safe and efficient operation of all vehicles, making sure the service is high quality.

The road supervisor responds to on-road situations (incidents, accidents, and passenger disturbances). They also provide on-road observations and perform passenger outreach. This position is strategically placed within the service area in a way that minimizes response time. He or she is dispatched to the scene of any breakdowns, incidents/accidents, etc.

Dispatcher

The dispatcher directs all on road operations that occur from the daily pull out to return to yard. This position coordinates with vehicle operators while in service in order to monitor operations status, mitigate delays, and assist in resolving service disruptions.

The dispatcher has responsibilities in the supervision of operators – they manage report times, vehicle assignments, distribution of bulletins and other information. They are also trained in reasonable suspicion and are responsible for assessing fitness for duty.

This position acts in compliance with City policies in accordance with MV operating procedures. They monitor service delivery via radio throughout the service day, working closely with operators and road supervisors to efficiently respond to service needs, including accidents and on board emergencies.

Maintenance Staff

A Level Technician

The A level technician is the highest-level line mechanic. Under general supervision, A level technicians perform the most difficult repair tasks and supervise subordinates. Tasks include performing all repairs as needed, adjusting all vehicle systems, and performing as a shift leader when required.

Vehicle Service Worker

The vehicle service worker cleans the Renaissance fleet to the specifications outlined in the RFP. This person will work primarily at night to clean and service each vehicle in assembly-line fashion as it comes in off the route.

4.K. Living Wage

MV has researched applicable Living Wage Requirements and found that no requirements currently apply to these services. If the requirements change, MV will work with the City to comply with the ordinance.

Compensation

MV is pleased to offer the following compensation package to its experienced operating team. MV has factored for yearly increases in each year of the contract. Below wages are based on year one of the contract.

Operator Wage Scale

Operator Seniority	Year 1
Training	$9.00
Starting	$9.48

Operator Seniority	Year 1
6 Months	$9.89
1 year	$10.15
2 years	$10.51
3 years	$10.85
4 years	$11.19
5 years	$12.00
6 years	$12.81
7 years	$13.61
8 years	$14.42
9 years	$14.83
10 years	$15.24

Non-Operator Wage Scale

Job Title	Hourly Wage
General Manager	Confidential
Operations Manager/Site Supervisor	Confidential
Safety and Training Manager	Confidential
Maintenance Manager	Confidential

Job Title	Hourly Wage
Road Supervisor	$14.65
Dispatcher	$14.96
A Mechanic	$27.46
Vehicle Service Worker	$10.64

Benefits Package

All full time employees (35+ scheduled hours per week) have the opportunity to participate in the following benefits programs.

- **Safety Bonus:** $200 per year for performing their duties in a safe manner and maintaining a good attendance record.
- **Vacation Pay:** MV will honor all existing drivers' level of vacation. Employees new to the system will receive 40 hours after 1 year, with the amount increasing as seniority is gained to 80 hours after 3 years.
- **Medical & Dental Insurance:** MV will provide medical and dental insurance to full time employees. Each plan has dependent coverage available. Current employees with medical insurance will have no waiting period to avoid disruption in coverage.
- **Flexible Spending Accounts (Health Care FSA and Dependent Care FSA):** These programs allow employees to put aside pre-tax money to pay for childcare or eldercare

expenses while employees work, and to pay for qualifying out-of-pocket medical expenses (such as copays and other covered items.) Employees are eligible to participate in both plans on their normal benefits eligibility date.

- **Employee Assistance Program:** MV offers confidential counseling services at no cost for employees and family members (3 in-person sessions per incident per year). There is a 24/7 resource and referral line for counseling, financial assistance, legal problems, and many other issues.
- **Life and AD&D Insurance:** In addition to its health insurance plan offerings, MV also offers company-sponsored supplemental life insurance and Accidental Death & Dismemberment (AD&D) insurance plans through The Standard Insurance Company. The supplemental life insurance plan is available to employees, their spouse/domestic partner, and their children. The AD&D insurance plan is available to employees.
- **Holiday Pay:** Seven paid holidays will be offered for full time employees. Employees hired from the existing contractor will receive this benefit from day one.
- **401 (k):** All employees are eligible to participate in MV's 401(k) retirement program where MV may offer a percentage match on each employee's first 6 percent of contribution per year.

4.L. Vehicle Maintenance



The majority of MV's contractual obligations include the provision of fleet maintenance. The company consistently meets its established maintenance performance standards, and has been successful in extending the average life of the transit fleets it operates as evidenced by the outstanding maintenance of the City of Compton's vehicles since 2003.

Across North America, MV maintains vehicles of varying make, model, and fuel type. The experience of its maintenance team ranges from the maintenance and cleaning of 60' articulated buses to sedans. MV's maintenance operations are supported by a team of industry experts who have extensive experience in transit vehicle maintenance and repair.

Maintenance activities are scheduled based on the priority of fleet maintenance needs and with due consideration of maximizing in-service fleet availability. The maintenance team coordinates closely with dispatch personnel to confirm the appropriate amount of vehicles is available and in safe, working condition for pullout.

Preventive Maintenance Program

MV's preventive maintenance program is based on a 6,000 mile interval cycle, with safety inspections (A-level) occurring at 3,000 miles; weekly brake safety inspections will also be performed on the Renaissance fleet. Preventive maintenance inspections are often performed by advanced or mid-level technicians (A or B) and are scheduled in advance, within 500 miles of the required interval, or pursuant to contractual requirements. The maintenance team works with operations to identify those vehicles required for inspection, and schedules inspections in a manner that maximizes fleet availability during peak hours.

All preventive maintenance inspection data is recorded in the Trapeze Enterprise Asset Management (EAM) maintenance software, a web based package provided by MV.

Alternative Fueled Vehicle Preventive Maintenance Cycle

Inspection	Interval	Description
A	3,000 (safety)	▪ Vehicle interior and exterior inspections (lights, safety equipment, etc.) ▪ Air brake test ▪ Door and lift operation/cycle ▪ Road test (engine, transmission, brake, steering) ▪ Undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.) ▪ Engine compartment (fluid and leak inspection) ▪ Clean/check battery and cables
B	6,000	All A level tasks plus: ▪ Oil and filter change ▪ HVAC Inspection (Freon level, filter change, function test) ▪ Fire suppression system inspection
C	12,000	All A and B level tasks plus: ▪ Replace Fuel filters ▪ Chassis lubrication ▪ Check air intake restriction ▪ Quarterly AC / climate control inspection
D	24,000	All A, B, and C level tasks plus: ▪ HVAC (leaks, filters, temperature checks, function inspections, brushes and fan motor condition) ▪ Engine Tune Up ▪ Fire suppression / gas detection inspections (semiannual) ▪ Transmission service
E	48,000	All A, B, and C level tasks plus: ▪ Transmission service

Inspection	Interval	Description
		▪ Differential fluid change ▪ Air dryer rebuild

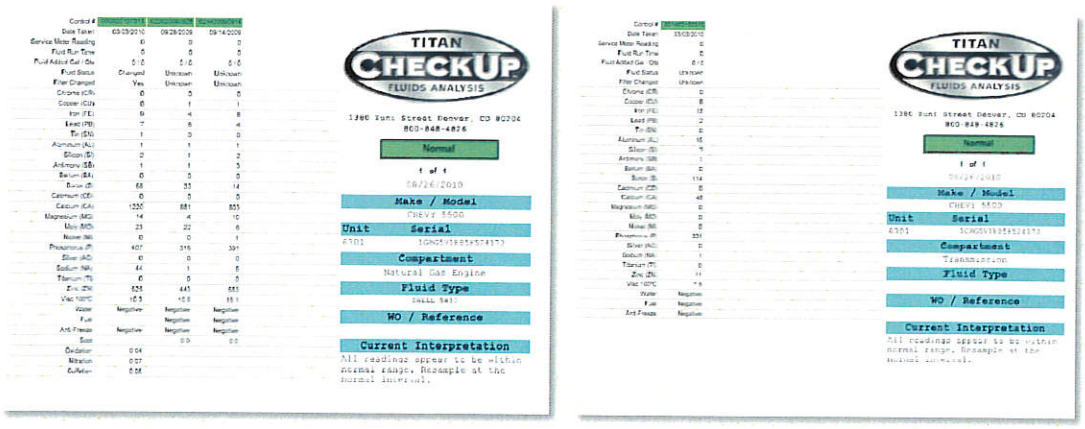
**36,000/three (3) year tank inspection will be scheduled with closest scheduled PMI when due.*

The mechanic performing the preventive maintenance inspections has the vehicle file available for reference purposes. Any minor deficiencies noted in the file which were identified during the DVI process or otherwise logged in the vehicle file will be addressed and repaired at that time.

Oil Analysis

Using the Trapeze EAM maintenance management information software, MV will determine which vehicles are due for a preventive maintenance inspection two weeks out. A list of those vehicles will be provided to MV's vehicle service worker, who will pull an oil sample while the engine is still hot, using a probalyzer fluid sample kit.

MV works with Titan Labs for all oil analysis. Once the sample is received, MV sends it to Titan. Results are then sent via web, fax and/or mail; MV prefers web access. Reports (pictured below) are downloadable in PDF format and can be attached to all vehicle files for proper recordkeeping.



If a sample is not clean, Titan Labs immediately notifies MV of the issue, and MV will generate a work order and pull the vehicle from the service line for inspection and repair.

If the analysis is clean, the vehicle remains in service until its scheduled preventive maintenance inspection.

Heating and Cooling Systems

Passenger compartments must be regulated to maintain comfortable temperatures at all times and under all climate conditions. During each PM cycle, the HVAC systems are inspected to ensure they are functioning and do not have leaks. The condition of all brushes and fan motors are inspected, and filters are changed.

It is extremely important that all air conditioning systems are maintained and operated, especially during the off season. Operating these systems on a weekly basis at 10 minute intervals will confirm the refrigerant compressor is appropriately lubricated, preventing any leakage in the compressor shaft seal, and ensuring that any loss of refrigerant is detected early.

The table below represents MV's Air Conditioning PM cycle.

Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre-Season	Check condition of or service the following:
REFRIGERATION/HEATING			
•	•	•	Check refrigerant change (ball floating in top receiver tank sight glass).
•	•	•	Visually inspect condition of refrigerant hoses and tubing.
•	•	•	Visually inspect for leaks of refrigerant and oil.
•	•	•	Check dry eye in the bottom receiver tank sight glass and/or liquid line sight glass for moisture content.
	•	•	Install service gauge manifold set and check system operating pressures, temperatures and suction line conditions.
		•	Check evaporator pressure regulator (EPR) valve operation.
		•	Replace liquid line dehydrator. ***NOTE: The dehydrator should be changed anytime the system is opened.***
		•	*Check hot water control valve operation (when equipped).
COMPRESSOR/CLUTCH			
•	•	•	Visually inspect clutch armature for wear and overheating caused by slippage
•	•	•	Visually inspect compressor drive belts for excessive wear, tension and alignment (refer to bus manufacturer and/or

Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre-Season	Check condition of or service the following:
			belt supplier for proper tension).
•	•	•	Check compressor oil level and color (1/4 to ½ way up on the sight glass after 15 minutes operation—X426/X430 compressor).
	•	•	Check clutch air gap.045±.005 in. (1.143 ± 0.127 mm) and surface flatness—X426/X430 compressor.
•	•	•	Check compressor oil level and color (1/2-7/8 way up on the sight glass after 15 minutes operation—4GB compressor).
		•	Steam clean compressor and clutch
		•	Check clutch coil resistance and voltage.
		•	Lubricate clutch bearing
		•	Check high pressure and low pressure cutout.
		•	Check compressor oil for acidity.
		•	Check compressor efficiency.
		•	Check compressor oil pump pressure.
ELECTRICAL			
		•	Check thermostat cycle sequence on all modes (e.g., cool/reheat, vent/heat).
		•	Check 125 ampere batteryless alternator excitation voltage and voltage output and inspect brushes and bearings (when equipped).
		•	Visually inspect alternator drive belts for excessive wear, tension and alignment.
		•	Clean alternator, check for signs of corrosion, and check wire connections.
Semi-annually			Check evaporator/heater blower motor speed, voltage and amperes (all motors).
Semi-annually			Inspect evaporator/heater blower motor brushes, commutator, bearings (brush type motors).
Semi-annually			Check condenser fan motor speed, voltage and amperes (all motors).

Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre-Season	Check condition of or service the following:
Semi-annually			Inspect condenser fan motor brushes, commutator, bearings (brush type motors).
		•	Clean control panel area and return air sensor with compressed air. NOTE: The control panel area and the return air sensor may need to be cleaned more frequently.
		•	Check boost pump (OEM supplied) motor operation, and inspect brushes (when equipped).
		•	Inspect all wires and terminals for damage or corrosion. NOTE: If corrosion is present, clean terminals with electrical contact cleaner.
		•	*Check condenser pressure switch/condenser motor high and low speed operation (when equipped).
		•	*Check freeze thermostat (when equipped).
STRUCTURAL			
•	•		Inspect condenser coil for cleanliness.
•	•		Inspect evaporator coil for cleanliness.
•	•	•	Visually inspect unit for loose, damaged or broken parts.
•	•	•	Clean or replace return air filter (more frequently if necessary).
		•	Clean condenser and evaporator drains. Make sure the evaporator drain hose check valves (kazoos) are in place and in good condition.
Semi-annually			Lubricate evaporator fanshaft bearings
		•	Visually inspect engine coolant hose and hose clamp condition on heater coil system.
		•	Clean condenser and evaporator coils.
		•	Check engine coolant for antifreeze protection down to -30 F (-34 C) to prevent heater coil freeze up.
		•	Tighten all compressor, unit and fan motor mounting bolts and brackets (more frequently if necessary).
		•	*Check condenser air seals and air deflector (when equipped).

Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre-Season	Check condition of or service the following:
		•	Check evaporator blower shaft coupling adjustment and alignment (when equipped).

If applicable.
****Twice monthly during air conditioning season.***

Body Repair

MV understands that the FTA projected life of a transit vehicle ranges from 4 (light-duty bus/van) to 12 years (heavy duty big bus). MV is committed to making sure each vehicle's useful life is gained. Body repair is an essential factor in this effort.

Expeditious body repair eliminates hazards, assures passenger comfort, and reinforces the operators' pride of the service fleet. Neither body damage nor graffiti is tolerated on MV's vehicles; vehicles will not be released into service if they have excessive body damage or damage that presents a safety hazard. Minor body repair (buffing out scratches, minor paint touch ups, etc.) will be handled during the vehicle's next PMI repair or scheduled detailing (whichever comes first).

MV will work with a local body shop for major body repair work. Minor body work will be handled by in-house resources; either an A-level or B-level technician is assigned body repairs based on damage type and/or technician specialty.

Major Repairs



Major component repairs are performed by qualified local vendors. MV typically identifies one or more local vendors from which to purchase rebuilt engines or in-chassis overhauls. Depending on the local resources available, and their associated costs, MV will determine the most advantageous approach; however, when possible MV prefers to purchase rebuilt engines.

MV contracts with local vendors for the purchase of rebuilt transmissions, or to have existing transmissions rebuilt. MV's maintenance team handles all transmission removal and replacement/installation.

Mobility Lifts and Ramps

No vehicle is permitted to enter service without a safe, functioning lift/ramp. During the daily vehicle inspection each operator is required to cycle the vehicle lift to confirm proper operation. If a lift does not cycle or cycles improperly during the DVI, the operator must notify a supervisor who coordinates repair and/or delivery of a replacement vehicle.

Mobility device lifts are inspected and cycled at each preventive maintenance inspection cycle. This includes the replacement of worn components, gear cleaning and adjustments in alignment as necessary.

Smartbus and Transit Technology Maintenance

MV employs properly trained technicians who are able to inspect, diagnose, and repair the various electronic on board systems, including but not limited to destination signs, passenger counters, AVL/GPS, vehicle health monitors, and video systems. These devices' manufacturers provide OEM recommendations relative to inspection cycles, which will be followed to ensure proper operation at all times. MV will stock all necessary parts and materials to ensure timely repairs.

Warranty Repair

MV understands that it is responsible for warranty administration, including documenting, filing, and processing claims. Mr. Camargo, proposed maintenance manager, leads the management of all warranty recovery and ensures that all warranty covered repairs are performed in a timely fashion. MV will work with local dealerships for warranties associated with OEM components as required for all chassis work.

MV is set up as a dealer with Braun and Ricon, and therefore can perform all warranty repairs and have dealer access to all technical data and updates. This will expedite repairs and ensure lifts are in superior working condition.

MV will also perform warranty repairs to the body, doors, body electrical, seating, flooring, etc. using the prescribed warranty procedure. MV will submit claims for reimbursement after repairs are made.

MV uses the Trapeze Enterprise Asset Management (EAM) maintenance management information system to track warranty repair.

Parts and Equipment

Parts Inventory

An appropriately stocked parts inventory is critical to a productive yet cost-effective maintenance shop. MV tracks all parts inventories and use in the Trapeze Enterprise Asset Management (EAM) maintenance management information system. When appropriate, MV assembles parts kits for standard tasks, such as PMIs. This expedites the time needed to check out and inventory parts.



All vehicle and equipment parts are secured in a parts room, which is locked when not attended. Both random/spot and planned inventories are performed to confirm all parts usage is accounted for and any discrepancies are investigated.

Original Equipment Manufacturer (OEM) Parts and Specifications

MV follows all OEM specifications and uses only OEM parts (or equivalent). This prevents safety hazards while promoting best practices. OEM practices minimize the frequency of unscheduled maintenance, thus improving service quality, reducing costs, and maximizing fleet availability.

Proposed Maintenance Management Information System

MV provides the Trapeze Enterprise Asset Management (EAM) maintenance management information software. This system is a thin client, web based interface that MV's maintenance team can access from one or more workstations in the shop. The software integrates with a myriad of systems including fuel management and mobile/on board/handled inspection tools.

Over the past decade, MV has strengthened its partnership with Trapeze/Maximus to deploy this product in approximately 90 percent of its maintenance shops. As such, MV is adept in its management and use.

This system enables full management of the vehicle lifecycle; by tracking all vehicle maintenance and repair activities and costs, the system provides an excellent resource in planning and budgeting. It supports management of warranty issues, maintenance improvement campaigns, trend analysis, and technician training/certification. All preventive

maintenance activities, work orders, parts inventory, billing, and performance reporting is managed in this system.

Formerly known as FleetFocus, this product was recently acquired by Trapeze, who also purchased development rights to the system. Additionally, this upgrade includes a Store Keeper Portal which enhances the purchase order process, improving purchase order generation and receipts. Additional features include a Shop Activity Portal where technicians document their activities, and a supervisor portal, where scheduling of preventive maintenance inspections and other repairs is greatly augmented. This system contains an Ad Hoc Reporting Query screen that enables end users to modify or generate their own reports – eliminating the need for custom report development, and ensuring that MV will satisfy the reporting requirements set forth by the City. Mr. Camargo ensures all vehicle files (electronic and hard copy) are complete and well organized.

4.M. Start Up Plan

MV is the current operator of these services; therefore, no transition of service will be necessary should MV be selected for the next contract term. Retaining MV as the City's contractor eliminates the need for a costly startup or the learning curve required by a new contractor, and assures the continuity of these important services.

For the next contract term, MV has recommended additional technology for the City services. The proposed technology will add service tracking and more robust reporting capabilities and supply passengers with free Wi-Fi.



Wireless Internet Access

To allow passengers to maximize their time while riding the Compton services, MV can install, for an additional cost, the Feeney Wireless Cellular Internet Routing Appliance on each vehicle to provide free wireless internet access to riders.

The Feeney Wireless CIRA (Cellular Internet Routing Appliance) integrates a cellular radio, firewall, serial port and Wireless 802.11b/g Access Point in one device. This unit offers a sleek design that is durable for mobile environments.

The C101S features AirLink's ALEOS™ technology, the industry benchmark for reliable and feature-rich embedded intelligence. With extensive capabilities like remote monitoring and configuration, packet-level diagnostics and over-the-air firmware updates, ALEOS™

simplifies integration, installation, operation and maintenance of any wireless data solution. ALEOS™ provides the "always-on" and "always aware" connection management. MV can provide pricing for this technology should the City be interested in this cost option.

On-board Wi-Fi is an excellent service enhancement for commuters and students using the City's transit services. The availability of this service has resulted in increased passenger satisfaction at several of MV's other operations.

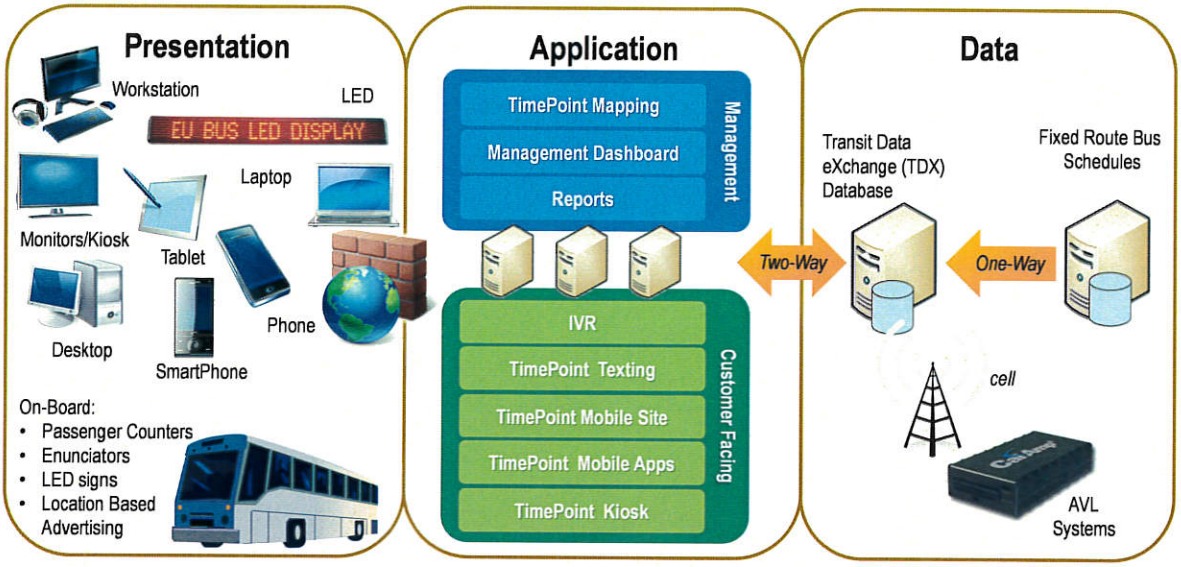
CalAmp GPS

MV uses the CalAmp GPS system to provide GPS data to TimePoint. These units include a 3-axis accelerometer for measuring operator behavior and vehicle impacts while offering the high reliability fleet customers demand. These units are made for fleet tracking and therefore are ruggedized to withstand temperatures between -30° C and 75 ° C. MV can provide pricing for this technology should the City be interested in this cost option.



TimePoint Software™

MV's proposal includes the provision of its proprietary TimePoint enterprise software suite, a modular system that interfaces with paratransit scheduling systems, onboard technologies and serves as a full-fledged dispatching system for fixed route and school bus. It unites data sets and presents up-to-the-minute vehicle location and productivity information to back office/dispatch staff and transit system passengers alike. Users can also upload fixed route schedules from major fixed route scheduling systems. The TimePoint software is provided free of charge but requires a GPS tracking component for operation.



Fixed Route Reporting

The Transit Data eXchange (TDX) Database serves as the database in which all third party data is transmitted to system for use within MV's application layer. TDX hosts several operational reports that are critical to operations management and customer reporting, as well as NTD reporting. The fixed route reporting feature is provided free of charge but requires a GPS tracking component for operation.

Report Name	Report Description
Headway Dwell By Day Summary	Shows the headway and dwell times for stops in the selected operation and date range
Headway Dwell By Driver	Displays the headway and dwell times for the selected operation, date range and stop
Headway Dwell By Hour Summary	Shows the headway and dwell times for stops in the selected operation and date range
Headway Dwell By Stop Summary	Shows the headway and dwell times for stops in the selected operation and date range
Headway Dwell Summary Detail	Shows the headway and dwell times for stops in the selected operation and date range
On Time Block	Display on-time, early and late information by route for the operation and date range entered with drill downs.
On Time By Date Range (Groups Monthly)	Display on-time, early and late information by month for the operation and date range entered with drill downs.
On Time Daily	Display on-time, early and late information by route for the operation and date range entered with drill downs.
On Time Driver	Display on-time, early and late information by driver for the operation and date range entered with drill downs. Sorted by the driver's last name.
On Time Hour or Stop	Returns on-time performance information grouped by the hour or stop

Report Name	Report Description
On Time Monthly	Display on-time, early and late information by day for the operation and date range entered with drill downs.
On Time Route	Display on-time, early and late information by stop for the operation, date range and block entered with drill downs.
On Time Route Name	Display on-time, early and late information by route name for the operation and date range entered with drill downs.
On Time Stop	Display on-time, early and late information for the operation, date range and stop entered with drill downs.
On Time Stop With Drill Downs	Display on-time by stop, early and late information for the operation, date range
On Time Vehicle	Display on-time, early and late information by vehicle for the operation and date range entered with drill downs.
MTD Passengers Per Day By Route	Show the average MTD number of passengers boarded per day for the selected month and operation.
MTD Passengers Per Mile And Hour By Route (NTD)	Show the average MTD number of passengers boarded per hour and per mile for the selected month and operation.
Passenger Boarding	Shows MTD, YTD and compares the selected month to the same month in the previous year for passenger boarding for the selected operation.
Passenger Boarding Error	Displays data for the selected operation and date range where the number of passengers boarding exceeds the entered value
Passengers Per Day By Route	Shows the total passengers boarded per day by route for the selected operation and month
Passengers Per Day By Vehicle	Shows the total passengers boarded per day by vehicle for the selected operation and month
Passengers Per Hour By Route	Shows the total passengers boarded per hour by route
Passengers Per Stops With Mileage	Displays counts of passengers boarding, departing ,and continuing for the selected date range and days of the week grouped by either block, route, or stop
Pax Boarding MTD and YTD Comparison	Shows MTD and YTD passenger boarding for the selected operation, and compares the current MTD to the previous year's same MTD, and current YTD to the previous YTD.
Standard PAX Count	Displays a count of passengers boarding, departing, and continuing for the selected date range, and days of the week grouped by either block, route, or stop
YTD Avg Passengers Per Hour By Route	Show the average number of passengers boarded per hour both YTD and MTD for the current month for the selected operation.
YTD Passengers Per Hour By Route	Shows YTD summary of passengers per hour by route separated by weekday, Saturday, or Sunday
Bus Deviation Reports And Alarms	Displays the geofence alarm messages for the selected operation and date range
Fixed Route Daily Detail	Shows the daily performance metrics for the selected date for all fixed route operations
Fixed Route MTD Daily Detail	Shows a MTD summary of the daily performance metrics for the selected month for all fixed route operations
Loop Count By Day	Displays a count of the number of times a stop was completed for the selected operation, stop, routes, and date range. Max loop time is used to eliminate breaks in service.
Loop Count By Hour	Displays a count of the number of times a stop was completed for the selected operation, stop, routes, and date range. Max loop time is used to eliminate breaks in service.
Loop Count By Route	Displays a count of the number of times a stop was completed for the selected Operation, stop, routes, and date range. Max Loop time is used to eliminate breaks in service.
Loop Count By Vehicle	Displays a count of the number of times a Time Point stop was completed by vehicle for the selected operation, stop, routes, and date range. Max loop time is

Report Name	Report Description
	used to eliminate breaks in service.
Max Vehicles In Service Per Day	Shows the number of vehicles assigned to routes per day for the selected operation and date range
Operator Log On Off	Shows the operator log-on and log-off times for the selected operation and date range
Pull Out Report	Shows the pull out status from the route start stop for the selected operation and date range. A pull out differential that exceeds the grace period entered will be labeled "Late" and colored red.
Pull Out To First Report	Shows the pull out to first pick up for the selected operation and date range.
Route Schedule Info	Displays route and schedule information for the operation and date range entered.
Travel Time	Shows travel time between the selected stops on the selected route for the selected operation and date range.
Speed By Driver	Displays all pings for the selected operation, date, driver(s), and minimum speed entered.
Speed By Vehicle	Displays all pings for the selected operation, date, vehicle(s), and minimum speed entered.
Speed Report	Displays all pings for the selected operation, date, and minimum speed entered.
Speed_By_Vehicle	Displays all pings for the selected operation, date, vehicle(s), and minimum speed entered.
GPS Ping By Block	Shows GPS ping data for the selected operation, block, date and time values
GPS Ping Lag Time By Block	Shows GPS ping database populate lag time in seconds for the selected operation, block, date, and time values
GPS Ping Lag Time By Vehicle	Shows GPS ping lag time data for the selected operation, date, and time values
GPS Ping Latency	Shows GPS ping results for the selected operation and date range that exceed the selected latency level.
Ignored Stops	Displays information on stops that were ignored for the selected operation and date range
Media Route Definition	Shows the media scheduled to be displayed for the selected operation and route(s)
Performed Manual	Displays information on stops with status of "Performed Manual" for the selected operation and date range
Stop Serviced By	Shows routes, vehicles and drivers who services the selected stop within the selected time period.
Stops	Returns a listing of all stops for the selected operation.
Vehicle List By Division	Displays a list of the vehicles and GPS Unit for the selected operation(s).

thebus.mobi Mobile Site

thebus.mobi is MV's public-facing mobile site for paratransit, fixed route, and school bus services. By presenting a unified interface that is easy to navigate, passengers grow comfortable with its use regardless of what mode of transportation is used. This is especially useful for those passengers transitioning from paratransit to fixed route services. Thebus.mobi Mobile Site is provided free of charge but requires a GPS tracking component for operation.

Fixed Route Passenger Alerts

MV's passenger features enhance the customer's transportation experience by providing several options to track vehicle arrival. These enhancements provide passengers with an added level of confidence in the system through the delivery of information in real-time. The fixed route passenger alerts features are provided free of charge but require a GPS tracking component for operation.

- **Passenger Alerts** – Passengers can establish system alerts which can be delivered through e-mail, text, or voice message by simply signing up to receive specific alerts.

- **Text Messaging** – This simple, customer-focused option provides passengers with a quick and easy means of learning the arrival time of their bus. With the phone number and appropriate stop number listed at each stop, passengers send a text message to the correct number and receive a text informing them of when their bus will arrive.

4.N. Equal Employment Opportunity / Affirmative Action

Equal Employment Opportunity (EEO) programs and Affirmative Action Plans (AAP) are prepared on an individual location basis. MV currently maintains an EEO Program pursuant to FTA regulations and a written AAP that is compliant with Executive Order 11246 within the Paramount location. Please find a copy of Paramount's EEO report for 2013 and a copy of MV's most recent Affirmative Action Program (AAP) narrative included in the appendix.

MV has an Equal Opportunity Employment (EEO) policy to not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, disability, national origin or any other characteristic protected by law. MV will take affirmative actions to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their age, race, religion, color, sex, disability, national origin or any other characteristic protected by law. Such actions include, but are not limited to the following: employment, upgrading, demotions or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

Commitment to Equal Opportunity Practices

It is the policy of MV Transportation that employment decisions shall be based on merit, qualifications, and competence. Except where required or permitted by law, employment practices shall not be influenced or affected by virtue of an applicant's or employee's race,

color, religion, sex, national origin, age, sexual orientation or any other characteristic protected by law. In addition, it is MV Transportation's policy to provide an environment that is free of unlawful harassment of any kind, including that, which is sexual, age-related, or ethnic. This policy statement governs all aspects of employment, promotion, assignment, discharge, and other terms and conditions of employment.



Equitable Labor Management Practices

MV holds a record of equitable labor management practices. It has been a long-standing custom to implement equitable management practices such as progressive discipline, open door policies, and employee development and empowerment. Location steering committees empower front-line employees to affect change within their specific locations. Further, the specific focus of the company's Bridges Committee is the oversight and protection of the company mission, vision, and values across the organization as a whole. MV's lack of conflict in the area of labor management, demonstrates its ability to preserve positive relationships with employees, whether covered by a collective bargaining agreement or not. In the end, MV remains committed to mutual respect, individual development and continual recognition of its employee base.

Discrimination and Harassment Prohibition Policies

All Company employees have a right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive, or disruptive. Consistent with the company's respect for the rights and dignity of each employee, harassment based on race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship, or any other characteristic protected by law, will not be tolerated. This includes harassment by an MV employee, contractor, agent, or third parties with whom MV employees interact during the course of their employment.

Any employee who believes that he or she has been the subject of sexual or any other form of harassment or observed any harassment is trained and encouraged to bring the matter to the attention of their supervisor, any executive or any human resources employee. Alternatively, they may contact the Employee Relations Hotline.

Bilingual / Multicultural Needs

MV recruits from the local community to ensure its team reflects the language demographic of the service area. At least one bilingual (Spanish/English) staff person is employed and on site during peak hours of service to assist any Spanish speaking passengers.

4.0. Disadvantaged Business Enterprise (DBE)

MV will abide by all Disadvantaged Business Enterprise (DBE) guidelines. MV recognizes its responsibility in developing other minority owned businesses. MV will prepare and submit quarterly and annual DBE reports for the City as required.

MV has made good faith efforts to recruit and include DBE firms to participate in this contract. Documentation of these efforts is included in the appendix of this proposal binder.

A large amount of MV's proposed costs relate directly to labor, benefits, and insurance; therefore, opportunity for DBE participation is somewhat limited to DBE suppliers. MV's proposal includes the participation of DBE suppliers for the provision of uniforms, office supplies, non-revenue vehicle fuel, and lubricants.

The following bulleted list represents the efforts MV makes to secure DBE participation:

- Representatives of MV will attend future information sessions hosted by the City to inform potential contractors of DBE subcontracting opportunities.
- MV placed an advertisement soliciting the interest of DBE vendors to participate in this contract. MV has enclosed this advertisement with its documentation of good faith efforts. As needed, and as specific subcontracting opportunities arise, MV will place additional advertisements.
- MV provided written notices to certified DBE vendors, soliciting their interest in providing services within the scope of this contract. As needed, and as specific subcontracting opportunities arise, MV will place additional written notices.
- MV has (and will) documented all communications/negotiations with potential DBE vendors. This information includes the name, address, and telephone number of those DBE businesses contacted, as well as a description of information provided and where applicable, a statement as to why no agreement was reached.
- Throughout the contract term, MV will continue to
  - Negotiate in good faith with all interested DBE vendors.
  - Assist qualifying businesses in their efforts to obtain DBE certification, bonding, insurance, and/or lines of credit as necessary.

- Use local DBE community organizations, disadvantaged contractor groups, local, state, federal DBE offices, and other organization in an attempt to identify additional qualifying DBE vendors.

MV will make efforts to ensure that DBE businesses have the maximum practical opportunity to participate in this contract, and will never discriminate on the basis of race, color, national origin, disability or sex in the performance of this contract.

4.P. CNG Experience and Management



It is MV's responsibility as a government contractor to stay abreast of all alternative fuel options and promote the use of clean green fuel in its operations. As the largest provider of public transportation in California, MV is an industry leader in clean air initiatives.

MV operates CNG vehicles for many of its California clients including Orange County Transportation Authority (OCTA), Union City, Thousand Oaks, Oxnard, Lodi, Burbank and a 110 vehicles CNG fleet for the Texas-based Dallas Area Rapid Transit (DART) service, among others.

As the current provider of service, MV has a CNG fueling location already in place at CNG Natural Gas Fueling Station, California Clean Fuels at 15330 Woodruff Avenue in Bellflower and backup service at SoCal Gas at 701 Bullis Road in Compton.

MV brings the City extensive experience with alternative fuels, and works with the Natural Gas Vehicle Institute, National Fire Protection Association, the bus manufacturer and Cummins to ensure its team remains highly trained to work with CNG fueled vehicles and computer engine controls.

In addition, MV's proposed maintenance manager Mr. Martin Camargo has CNG vehicle maintenance experience. This significant support of and experience in alternative fuel operations and maintenance expertise will greatly benefit the City.

4.Q. Safety

MV's safety program promotes a comprehensive focus on a healthy and safe work environment, using the following elements:

- Guiding safety policies for bus, facility, and maintenance operations;
- Best of class operator training and certified instructor programs;
- Safety awareness driven by constant communication, recognition, and education;
- Proactive enforcement of safe driving behavior using DriveCam;
- Regular inspections and compliance with regulatory requirements;
- Risk reduction and security threat detection; and
- Exceptional support via the MV safety resource center.

Safety Policy Manual

MV's safety policies set forth operating guidelines that reduce workplace accidents, incidents, and injuries. MV's Safety Manual comprises more than 40 policies that address vehicle operations, regulatory compliance, maintenance operations, MSDS/hazardous materials, operational safety practices, and facility emergency management.

Furthermore, MV issues documented Safety Guidelines that outline safety-related responsibilities for all safety, executive, and managerial/supervisory roles. These guidelines additionally outline expectations regarding facility safety and upkeep.

Safety Training

Operator Training and Certified Instructor Programs

MV's operator training is an instructor guided program that integrates top line video education to clearly define the expectations of an MV operator. It contains 33 core classroom training modules that teach new operators the necessary components of safe and courteous vehicle operation. Local operations may add to this program to satisfy the particular training needs of a client or operating environment; however successful inclusion of the base program is required.

Classroom training is followed by pre-driving skill, observation, and behind-the-wheel training – where classroom training is put into action in the field.

This training defines the 26 performance standards that all trainees must meet. Each standard is described in detail, checkpoints to success are outlined, failure to acheive the standard is defined, and mastery tips for operators to use in operation are provided.

All operator training is facilitated by an MV-certified training instructor.

Operator Training Refresher

In addition to refresher training provided during MV's monthly safety meetings, MV requires mandatory retraining at the following points of an operators' employment:

Type of Retraining	When it is provided	Length of Training	Description of Training
Return to Work (after 30 days or more of inactive status)	Required when an operator returns from "inactive" status (from a period of 30 days or more).	8 hours	This training consists of a 6-hour classroom review and a 2-hour behind the wheel road check. These focus on safety standards, defensive driving skill, and vehicle familiarity.
Post-Accident / for cause	Required for any vehicle operator who has received a "preventable" rating for an accident/ incident. This training must be scheduled and given within 10 days following the formal accident rating.	Varies based on the operator's ability to perform the appropriate tasks to standard.	Post-accident retraining is focused on correcting driving deficiencies and standards that contributed to the accident. The operator must demonstrate ability to perform all of the required tasks to standard before being allowed back to driving duties.
Seasonal Refreshers	These refreshers are conducted in preparation of operations during certain periods of the year, typically in the fall.	Varies based on location and topics.	The training will include topics/material appropriate for the region, inclement weather, environmental, and traffic conditions.
Biannually	At a minimum of every two years	8 hours	This training consists of a 6-hour classroom review and a 2-hour behind the wheel road check. These focus on safety standards, defensive driving skill, and vehicle familiarity.

Safety Awareness

Among its many initiatives promoting safe behavior, MV's strength lies in its approach to cohesive safety messaging and recognition.

Although each of MV's operating locations have unique characteristics, all deliver a common message – safety is MV's number one priority – and all use the same vehicles to deliver this message.

Daily Safety Message

Daily, a corporate issued safety message is published and delivered to all MV locations. Each message is posted at the location and read over the radio by dispatch. Additionally, all meetings and conference calls must begin with a safety message.

Location Safety Committee

Each MV location has a Location Safety Committee (LSC). This committee works together to create and maintain a safe work environment for all employees.

The LSC has a significant role in implementing MV's System Safety and Security Program and reducing and resolving location hazards. The LSC comprises one or more representatives from each department, and is facilitated by Mr. Allan and Ms. Parten.

Safety Meetings

Safety meetings offer an opportunity to provide Verification of Transit Training Document (VTT) required refresher training and address timely topics. All employees must attend this hour long meeting each month.



Based on the size of the location, several meetings may be scheduled to accommodate operator and staff schedules. Maintenance safety meetings are held separately, and focus on maintenance safety.

All safety meeting topics are issued by MV's safety department, and address topics in Fleet Safety (for example: defensive driving, wheelchair securement, adverse weather) and injury prevention (for example: drug and alcohol, back safety, heat safety). Maintenance safety topics include subjects such as HAZCOM, back safety, and machine guarding.

Additionally, monthly safety tasks are assigned with the safety meeting schedule. These tasks include facility inspections, completion of annual OSHA logs, and emergency plan reviews.

All locations receive a safety meeting support packet to aid the meeting facilitator. Support packets include the meeting agenda, an outline for the meeting discussion, and supporting handouts and posters.

Inspections and Compliance

Compliance with Regulatory Agencies

MV complies with all Federal, State and Local Safety Environmental Laws, Regulations, Rules, Codes and Orders required of its contracts and locations. MV will coordinate periodic external audits that may be required by these governing agencies. MV has a superior record with these types of audits and welcomes their visits.

MV also complies with each state's individual needs specifically relating to environmental regulations regarding air, water and noise pollution and hazardous materials regulations.

In addition, the following federal agencies may conduct periodic audits:



- **The Department of Transportation (DOT)** issues regulations affecting transit operations, including those related to the Americans with Disabilities Act (ADA) and drug/alcohol testing of employees.
- **The Federal Transit Authority (FTA)**, a DOT agency that is responsible for federal funding (capital and operating) of transit authorities and oversight of those expenditures. The FTA also compiles safety data on all transit agencies.
- **The Federal Motor Carrier Safety Administration (FMCSA),** a DOT regulatory agency that is responsible to promulgate carrier safety standards and has oversight of interstate carrier safety.
- **The Occupational Safety and Health Administration (OSHA)** develops and enforces federal regulations related to workplace safety, including maintenance shops, offices and field activities. MV is regulated by OSHA and is required to follow OSHA guidelines and all standards incorporated by reference in the Code of Federal Regulations.
- **The Environmental Protection Agency (EPA)** develops and enforces federal regulation related to air, water and noise pollution and hazardous materials regulation.

Safety Inspections

MV uses a tiered safety inspection program to confirm maintenance and facility safety compliance. These inspections include (at minimum) monthly safety inspections conducted by the general manager, and the following annual inspections:

- Safety Management Inspections: These inspections assure location compliance with regulatory and company policy requirements, and assess the overall safety of the facility. At minimum, these inspections occur annually and are conducted by the director of safety.
- Maintenance Safety Inspection: These inspections assure location maintenance-specific compliance with regulatory and company policy requirements, and assess the overall safety of the maintenance program. At minimum, these inspections occur annually and are conducted by the director of maintenance.

These inspections include (at minimum) monthly safety inspections conducted by the general manager, and annual safety inspections. These inspections assure location compliance with regulatory and company policy requirements, and assess the overall safety of the facility. MV also welcomes City facility inspections.



Risk Security Threat Reduction

System Safety Program Plan (SSPP)

MV's System Safety Program Plan is consistent with federal, state and local regulations, and assures that industry standards are maintained in accordance with the standards of the American Public Transportation Association (APTA) and the Federal Transit Administration (FTA). A copy of this plan is available upon request.

The goals of MV's Safety Plan are to:

- Identify, eliminate, minimize, and/or control safety hazards and risks;
- Provide a superior level of safety in transit operations;
- Support the safety efforts of the clients MV serves;
- Achieve and maintain a safe work environment; and,
- Comply with all regulatory agencies requirements.

This program is audited biannually to ensure adequate overall compliance with the SSPP, operating rules, regulations, standards, codes and procedures.

System Security and Emergency Preparedness Plan (SSEPP)

The System Security and Emergency Preparedness Plan is a set of comprehensive security goals, objectives, and strategies that maximize the security of MV's passengers, employees, and property. This plan is a blueprint for all security procedures. A copy of this manual is available upon request.

MV's SSEPP was developed in cooperation with the U.S. Department of Transportation's Federal Transit Administration (FTA), Office of Transit's System Security and Emergency Preparedness Training and Technical Assistance Program.

Online Safety Support Resources

The Safety Resource Center (SRC) is a custom-branded web-based information clearinghouse, provided by Avatar on a subscription basis (software-as-a-service). It provides MV employees with the most up-to-date versions of MV's safety policies, procedures and programs. These can be accessed and read on the screen, easily downloaded, or printed locally.

The SRC is a dynamic portal that contains up to date safety-related articles and literature, weekly safety tips, polls and threaded discussions, organized around key safety processes. Features of this system include:



- **Articles and Alerts:** New articles specific to a new policy or program, an alert in response to a new-found risk or just general information that is of interest to the management team are posted on the main page.
- **Ask Professor Safety:** A feature that allows managers and supervisors to directly and immediately access to safety leadership and support staff. Managers and supervisors can post safety-related questions and get their responses within 24 hours. Previous requests and their answers (vetted for appropriateness) are archived on the site and can be easily accessed.
- **Safety Tips:** Biweekly safety tips are presented for managers to implement at the operating location. Like other sections, the user can delve into an archive of earlier tips.



- **Resources:** A reference library of MV policies, procedures, programs, processes and related forms and documents in their most current form. Files are organized for fast and easy access.
- **Forums:** This virtual forum provides an online community, in which managers ask questions, provide answers and share ideas with one another. Avatar monitors the forums for appropriate discussions and removes inappropriate comments before they appear.
- **Safety Webinars:** National, live, facilitated webinars get safety messages to the field in a fast and cost-effective manner. Webinars include PowerPoint presentations, videos and other graphics and live on-line participatory courses. They can even provide interactive features like questions and answers as the presentation unfolds, like a virtual classroom.

5. Storage and Maintenance Program



MV bases operations, dispatching, training, maintenance, cleaning, fueling, and vehicle storage from its current facility located at 7209 East Rosecrans, in Paramount CA 90723. This facility provides approximately 1,500 square feet of operations space with five offices and five workstations, dispatch office, operator break area, and one training room. The facility also has adequate secured storage for tools, equipment, and parts. Additionally, there is 4,000 square feet of indoor space (with concrete floor) to perform all vehicle maintenance with two drive-through service bays. The facility has an appropriate ANSI-approved hydraulic lift capable of fully lifting the heaviest service vehicles six feet above the ground for maintenance purposes.

The yard is situated on two acres of paved outdoor vehicle storage space; the area is securely fenced and well lit.

MV provides all tools and equipment needed to perform preventive maintenance, service the vehicles, perform component adjustments, and make mechanical repairs. MV-provided tools and equipment include, but are not limited to: compressed air supply, tire-changing equipment, battery maintenance equipment and spare batteries, vehicle lubrication equipment, and tires. MV also provides the equipment necessary to wash and clean vehicles, ensuring all City requirements are met.

MV's facility on East Rosecrans is less than 4 miles away from the City of Compton's service area. This location ensures timely response to in-service issues and reduces costs related to deadhead miles.

5.A. Facility and Equipment Maintenance

Audits performed by MV's maintenance manager ensure that facility systems, subsystems and equipment are checked, inspected and adjusted to maximize performance according to OEM standards. This team will perform routine preventive maintenance inspection and repair on all facilities and equipment.

Preventive Maintenance

- Roofing
- Water Conveyance
- HVAC
- Lighting Systems
- Electrical Systems
- Trenches, Service Islands
- Plumbing
- Facility Safety
- Parking
- Compressed Air
- Storage Tanks
- Ancillary Equipment

Records of preventive maintenance actions are maintained for all systems, subsystems and equipment without exception. Completed work orders are filed electronically in the Trapeze EAM maintenance software.

During the performance of these inspections, technicians will use OEM manuals as primary references. If a fault is discovered that cannot be rectified during the preventive maintenance service, a work order will be generated and assigned for repair.



Equipment Maintenance

MV employs a comprehensive preventive maintenance program for the facilities and equipment that ensures that these assets remain in excellent working condition. Equipment maintenance is a subset of MV's facility maintenance program, and all inspections and repairs performed on equipment are tracked and managed in the Trapeze EAM system, as part of the facility plan. All equipment will be subject to daily, weekly, monthly, quarterly, and annual inspection intervals.

Like vehicle and facility maintenance, all equipment maintenance meets or exceeds equipment manufacturer recommendations and ensures a safe working and operating environment.

Every single piece of equipment is subject to MV's maintenance plan. Trade specific contractors may be called to make repairs that cannot be completed by MV's technicians.

All documents and records related to equipment inspections and maintenance is filed in the maintenance manager's office. Documents and records that are more than two years old are transferred to storage. All documents and records related to preventive maintenance are stored on-site for a minimum period of four years.

5.B. Warranty Monitoring and Enforcement

The maintenance manager manages the recovery of all warranties relating to the facilities and equipment and to all systems, components and subcomponents thereof. This individual is responsible for taking all available actions to assure that all warranty covered repairs are performed in a timely fashion.

MV uses the Trapeze EAM maintenance software in monitoring all warranty work and associated financial recoveries. Tracking these repairs and ensuring reimbursement is an important component of the company's facility maintenance plan.

5.C. Inspections

In addition to preventive maintenance inspections, MV uses the following company-wide facility maintenance programs at its facilities:



- **Annual Facility Audits –** Each location is subject to an annual, comprehensive audit by members of MV's maintenance team. Members of the operations team may also support this inspection. Standard inspection forms and photographs are used to document the condition of all major components at each facility. Components include foundations, substructures, superstructures, exterior closures, roofing, doors, walls, floors, conveyors, plumbing, electrical and safety systems. These audits are used to prepare condition profiles that assist in planning and programming all maintenance repair and rehabilitation projects into annual budget plans.
- **Fire Safety Inspections –** Each location is subjected to an unannounced fire inspection. These inspections are based on compliance with all local fire and life safety codes. Inspections are documented in the form of reports, with follow-up on any areas of identified weakness. These inspections will happen at least once a year.
- **Insurance Inspections –** Each division is subjected to a scheduled inspection by MV Transportation's insurance provider on a recurring basis. Insurance inspectors conduct the inspections and provide written reports, documenting their findings and recommendations. This ensures compliance with local, contractual and company specifications regarding proper maintenance of the insurance required for the division's operation, equipment and facility.

In addition to the above scheduled inspections, various members of MV staff conduct daily walk-throughs at each operating facility with a focus on safety. The goal of these inspections is to provide MV employees, clients, and passengers with a safe, reliable, high-quality service at every MV location nationwide.

CHP Inspections

MV operates more transit services in the State of California than any other company. It is responsible for more than 50 operating locations which are subject to California Highway Patrol (CHP) terminal inspections. Over the last five years MV has been subject to hundreds of these inspections as well as numerous Federal Transportation Administration (FTA) Triennial Audits and has maintained an outstanding record with the CHP in achieving satisfactory ratings.

MV has passed all CHP inspections performed at its Paramount location.

5.D. Cleaning Plan

Facility

MV's maintenance manager is responsible for the oversight of all facility maintenance. Mr. Camargo leads periodic meetings to discuss the cleaning, preventive maintenance and repair of all facilities and equipment. During these meetings and throughout the contract term, the contract will be reviewed to ensure MV is meeting its contractual standards. Additionally, suggestions from staff may be used to implement new policy and procedure when appropriate.

Facility cleaning includes:

- Interior (walls, floors, custodial)
- Exterior (walls, grounds, custodial)
- Windows
- Office and shop organization and safety
- Response to employee/City comments

Equipment / Vehicle Cleaning

Daily

All vehicles must be kept clean and free of refuse and debris at all times. The following lists are rules regarding daily bus cleanliness:

- No food or drinks allowed on the vehicle unless approved by clients. This includes drivers.
- Drivers will inspect their vehicles daily to assure that there is no graffiti on the vehicles interior components. The drivers will note this on their DVI report and will attempt to clean and remove all graffiti that had been placed on the vehicle for that day.
- Vehicles are swept/vacuumed daily at the end of each shift
- Any graffiti and/or vandalism will be repaired/replaced upon discovery

Exterior Cleaning

Vehicle will be washed as needed, at least twice per week, to assure a clean professional looking vehicle.



- All exterior body panels will be cleaned with detergent and a vehicle washing brush or run through a wash rack. This will be done to remove all road dirt, soot, and tar and oil residue on the vehicle.
- All tires and wheels will be cleaned using the appropriate brushes. This will be done to remove road dirt, and brake dust and marks from white lettering of tires (if applicable).
- All mud flaps will be cleaned.
- Wheel wells cleaned.
- Windows and mirrors will be cleaned and water spots removed.
- All lighting lenses will be cleaned, thoroughly rinsed and dried.

Interior Cleaning

The interior of the vehicle must be clean and professional looking inside. The interior will be cleaned as needed, at least once per week.

- The vehicle will be vacuumed in areas that a vacuum can be used.
- Floors will be swept and mopped. Light colored areas, such as the white standee lines and white edges of the steps should be cleaned with a stiff bristled brush to remove grime from the grooves of the rubber.
- Modesty panels cleaned with a mild detergent to remove dust, foot prints and dirt accumulation.
- Clean vinyl passenger seats with mild soap and water.

- Clean the stanchions grab rails and hand rails with soap and water. Remove all accumulated dirt, dust, grime, and oils.
- With a wet rag, wipe down the ceiling and walls, drying immediately with a dry towel. This is to remove the accumulation of dust that adheres to the ceiling and walls.
- Clean the instrument panel.
- Clean steering wheel with the use of detergent and water. This will remove the accumulation of oils and dirt.
- Instrument panel glass will be cleaned with the use of an appropriate glass cleaner.
- Graffiti, any oily prints and dust accumulation will be removed from the windows by cleaning the window with an appropriate glass cleaner.

Monthly Cleaning

The monthly cleaning procedure includes all areas of the vehicle including bumpers, wheels, aluminum wheels, windows, panels, and seats.

6. CNG Experience and Management Plan

Please refer to proposal section 44.P: *CNG Experience and Management*, for a description of MV's CNG experience.

CNG Training Plan

MV has specific CNG training programs administered by Maintenance Manager Martin Camargo. Mr. Camargo ensures proper procedures are followed that includes detailed instruction on the proper use of engine oil for alternatively fueled vehicles. Preventive maintenance checklists include all fluid and filter changes at OEM recommended intervals, spark plug and wire replacement every 18,000 miles, annual replacement of the Pressure Relief Valve and inspection of CNG tanks per manufacturer recommendation.

MV has developed an excellent relationship with the Natural Gas Vehicle Institute and vendors such as John Deere and Cummins to provide training in the maintenance, diagnosis and repair of compressed natural gas vehicles. Training is provided to the Paramount maintenance team, by personnel from these firms, and by MV's regional support staff.

Safety is a priority when performing repairs on compressed natural gas vehicles. Maintenance and repair technicians perform repairs using the correct methods and tools required. For reference purposes, MV uses NFPA and NGV Institute materials to assure that inspections and repairs comply with their accepted guidelines.

CNG Fuel Island Safety Procedures

MV's maintenance program is based on an unwavering commitment to creating and maintaining safe operating and work environments. MV operators are trained to exercise caution when working with CNG fuel as it is stored under high pressure (3000 to 4000 psi). Additionally, there are safety features built into the fueling stations to prevent fuel lines from decoupling from the vehicle. These locking mechanisms prevent spillage and limit exposure.

MV has a good relationship with the owner of the CNG station in Bellflower who will gladly administer safe fueling instructions to MV operators if needed.

7. Cost

Please see Exhibit 2 – *Total Price and Cost Components*, Exhibit 2A – *Base and Variable Rates and Special Service Rates*, and Exhibit 3 – *Startup Cost Components* included following this page.

Proposed rates per vehicle hour for special services:

	Year 1	Year 2	Year 3	Option Year 1	Option Year 2
Operating Rate/Vehicle Hours	$ 43.576	$ 44.050	$ 45.196	$ 46.230	$ 47.417
Layover Rate	$ 24.244	$ 24.520	$ 25.237	$ 25.859	$ 26.590

#16.

MV has based its proposed pricing on the following assumptions, pursuant to conversations with City staff on 5/19/14:

1) The City will provide all revenue vehicles and necessary spares.
2) The City approves the continued use of DriveCam on each of the service vehicles in addition to any City provided camera systems on the revenue service vehicles.
3) The City will continue to treat fuel as a pass through item and therefore is not included in MV's price.
4) The City does not have a living wage ordinance in effect. If the City finds it has a living wage ordinance that MV must comply with MV would like to discuss this item with the City to reflect these costs in its price.
5) The City does not require the use of synthetic lubricants.
6) The City's RFP of 16% DBE participation is a goal and not a requirement and a good faith effort is required to be submitted with MV's proposal.
7) That MV will be responsible for all major components (engines, transmissions). MV would be open to discussing this item during negotiations to see if the City would like to be responsible for these costs.
8) That MV is providing two non-revenue vehicles for these services; one supervisor vehicle that is ADA accessible and one shop truck that is not ADA accessible.
9) That MV will wash the exterior of the vehicles twice a week.

Exhibit 2
TOTAL PRICE AND COST COMPONENTS

	Year 1	Year 2	Year 3	Option Year 1	Option Year 2
Wages and Benefits:					
Wages - Operations	308,678.73	313,993.58	320,806.62	326,615.75	333,339.91
Employee Benefits - Operations	78,812.11	82,090.18	85,845.45	89,682.14	93,870.12
Wages - Maintenance	100,127.00	101,629.00	103,153.00	104,700.00	106,271.00
Employee Benefits - Maintenance	18,601.82	19,202.54	19,850.36	20,549.29	21,260.49
Other Wages and Benefits					
Total Wages and Benefits	**506,219.66**	**516,915.30**	**529,655.43**	**541,547.18**	**554,741.52**
Supplies and Materials					
Parts	58,109.96	60,482.11	62,955.32	65,190.39	67,865.81
Tools					
Office Supplies	3,012.00	3,108.00	3,204.00	3,300.00	3,396.00
Operations and Maintenance Supplies	14,628.00	15,079.00	15,535.00	16,003.00	16,478.00
Total Supplies and Materials	**75,749.96**	**78,669.11**	**81,694.32**	**84,493.39**	**87,739.81**
Services:					
Professional - Fuel	0.00	0.00	0.00	0.00	0.00
Utilities/Telephone	13,320.00	13,716.00	14,136.00	14,568.00	15,000.00
Insurance	32,987.35	33,156.55	33,335.72	33,514.69	33,695.67
Miscellaneous - Radio Frequency	4,296.00	4,428.00	4,560.00	4,692.00	4,836.00
Total Services	**50,603.35**	**51,300.55**	**52,031.72**	**52,774.69**	**53,531.67**
Associated Expenses:					
Rents/Leases	38,196.00	39,336.00	40,524.00	41,748.00	42,996.00
Corporate Support	41,146.00	34,038.00	34,888.00	35,666.00	36,505.00
Capital Outlay	6,264.00	6,264.00	6,269.43	5,824.68	4,806.00
Start-Up Costs	0.00	0.00	0.00	0.00	0.00
Debt Services	7,492.00	7,177.00	6,959.00	6,747.00	6,562.00
Taxes					
Corporate					
Other (Payroll)					
Total Associate Expenses	**93,098.00**	**86,815.00**	**88,640.43**	**89,985.68**	**90,869.00**
Profit	22,443.00	22,692.00	23,258.00	23,777.00	24,337.00
Total Price*	**748,113.96**	**756,391.97**	**775,279.90**	**792,577.94**	**811,219.00**

**MV Transportation's bid assumes that the City will provide all revenue vehicles and necessary spares.*

Exhibit 2A

BASE AND VARIABLE RATES AND SPECIAL SERVICE RATES

BASE AND VARIABLE RATES

	Year 1	Year 2	Year 3	Option Year 1	Option Year 2
Variable Rate/Vehicle Hour	$ 62.343	$ 63.033	$ 64.607	$ 66.048	$ 67.602
Vehicle Hours	12,000	12,000	12,000	12,000	12,000
TOTAL	$ 748,113.96	$ 756,391.97	$ 775,279.90	$ 792,577.94	$ 811,219.00

SPECIAL SERVICES RATES

	Year 1	Year 2	Year 3	Option Year 1	Option Year 2
Operating Rate/Vehicle Hours	$ 43.576	$ 44.050	$ 45.196	$ 46.230	$ 47.417
Layover Rate	$ 24.244	$ 24.520	$ 25.237	$ 25.859	$ 26.590

Exhibit 3
START UP COST COMPONENTS

THIS FORM SHOULD REFLECT ALL START UP COSTS. IDENTIFY THE COST FOR EACH OF THE FOLLOWING COMPONENTS AND DESCRIBE ANY COST THAT IS INCLUDED IN THE MISCELLANEOUS COST SECTION.

Item	Proposed Start Up Cost
Utilities/Telephone	$ -
Office Supplies	$ -
Operator Uniforms	$ -
Relocation Costs	$ -
Training Costs	$ -
Wage/Benefits Costs	$ -
Insurance	$ -
Inventory Set-Up Costs	$ -
Leasehold Improvements	$ -
Corporate Support	$ -
Other Miscellaneous Costs	$ -
Training Vehicle Fuel/Maintenance	$ -
Recruiting	$ -
TOTAL	**$ -**

8. Proposal Bond and Performance Bond

Please see MV's proposal bond in a separately sealed envelope included with its original proposal submittal. MV has the ability to obtain the required performance bond; please see the letter from its surety on the following page.

Professional Risk, Surety
Westchester Fire Insurance Company
1420 Fifth Ave., Suite:2200
Seattle, WA 98101

May 16, 2014

City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Re: MV Transportation, Inc.
Compton Renaissance Fixed Route Transit

To Whom It May Concern:

Westchester Fire Insurance Company, (part of the Ace Group of Insurance Companies), provides the surety bond program for MV Transportation, Inc. The contract referenced above is well within MV's bonding capabilities and Westchester is prepared to issue a performance bond if requested to do so.

Should MV be awarded the above contract, Westchester will provide MV and an annual, renewable at the bond company's option, performance bond if requested to do so. Of course, the final approval of bonds would require normal underwriting review of the bond form and contract terms and conditions.

MV is one of the leading transportation companies in the nation and we recommend them to you without reservation.

Sincerely,

Westchester Fire Insurance Company
David Weise
David Weise
Attorney in Fact

#16.

California All Purpose Acknowledgment

State of California

County of Sacramento

On 5/16/14 (Date), before me, Lynn E. Patton, Notary Public (Name & Title of Officer/Notary)

personally appeared David Weise (Names(s) of Signers(s))

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity~~(ies),~~ and that by his/~~her~~/~~their~~ signature~~(s)~~ on the instrument the person~~(s),~~ or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LYNN E. PATTON
Commission # 1999867
Notary Public - California
Sacramento County
My Comm. Expires Dec 3, 2016

Notary Public

OPTIONAL

(The information below is not required by law)

Description of Attached Document

Title/type of Document _____

Date of Document _____ No. of Pages _____

Other Signer(s) _____

_____

9. Debarment Certification (Exhibit 4)

10. Lobbying Certification (Exhibit 5)

11. Authenticity Certification (Exhibit 6)

Please see MV's completed and signed certifications following this page.

#16.

Exhibit 4

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

MV Transportation, Inc. (Name of Proposer) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any Federal department or agency;

2. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civiled charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not, within a three-year period preceding this proposal, had one or more public transactions (Federal, State, or Local) terminated for cause or default.

(If the proposer is unable to certify to any of the statements in this certification, the proposer shall attach an explanation to this certification).

THE PROPOSER, MV Transportation, Inc. CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION, UNDERSTANDS THAT THE PROVISION OF 31 U.S.C. SECTIONS 3801, ET. SEQ. ARE APPLICABLE THERETO.

Signature of Authorized Representative

Amy Barry

Name of Authorized Representative

Senior Vice President

Title of Authorized Representative

Exhibit 5

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions as amended by "Government wide Guidance for New Restrictions of Lobbying", 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosures Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, MV Transportation, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U>S>C> 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

Amy Barry, Senior Vice President

Exhibit 6

AUTHENCITY CERTIFICATION

The undersigned, being cognizant of the pages, documents, and attachments contained herein agrees to provide the City of Compton with the services described in the Request for Proposal, at the rates set forth in the proposal. The stated proposal shall be firm for 120 days from the due date for this proposal.

The proposer hereby affirms that this proposal is genuine and not collusive, nor made in the interest of any person not therein named; that the proposer has not directly or indirectly induced or solicited any other proposer to refrain from proposing; and that the proposer has not in any manner sought by collusion to secure for himself an advantage over any other proposer.

May 15, 2014

Date

Signature of Authorized Representative

Amy Barry

Name of Authorized Representative

Senior Vice President, MV Transportation, Inc.

Title

November 25, 2014

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **GLEN W.C. KAU, P.E., DIRECTOR**
DEPARTMENT OF PUBLIC WORKS & MUNICIPAL UTILITIES

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2014-2015 FISCAL YEAR BUDGET, ACCEPTING THE PROPOSAL OF CIVIL SOURCE, INC., AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ISSUE A PURCHASE ORDER FOR $353,061 TO CIVIL SOURCE, INC. FOR PROVISION OF CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR WATER BOND WATERMAIN REPLACEMENT PROJECT 170W (PHASES I, II, AND III).**

SUMMARY
This resolution will amend the 2014-2015 Fiscal Year budget to transfer funds, accept the proposal of Civil Source, Inc. and authorize the City Manager to enter into a professional agreement with and establish a purchase order in the amount of $353,061.00 for Civil Source, Inc. to provide construction management and inspection services for the Watermain Replacement Project 170W Phases I, II and III.

BACKGROUND
The 2008 Master Water Study identified that nearly 100 miles of the City's estimated 156 miles of watermain infrastructure is in need of rehabilitation or replacement. A significant portion of the identified water mainlines were constructed in the 1940's and 1950's. In 2009, the Water Utility Division obtained bond funding to finance infrastructure improvement projects in order to begin the long process of replacing water infrastructure that had exceeded its expected lifespan. A professional design firm was hired to prepare construction plans and RFPs for approximately 28 miles of pipelines that would be replaced or rehabilitated over a 5-year period. To date the Water Utility Division has replaced or rehabilitated approximately 22 of the planned 28 miles of pipeline throughout the City.

STATEMENT OF THE ISSUE
The next 5.6-miles of pre-planned watermain replacement are ready to be constructed (see attached map) and an experienced professional construction management and inspection company will be utilized to oversee the project's completion. On August 18, 2014, staff solicited request for proposals through advertisement in the local newspaper for construction management and inspection services for the Watermain Replacement Project 170W Phases I, II and III. All proposals were due no later than September 11, 2014.

The following six (6) proposals were received from qualified consultants:

VENDOR
Civil Source, Inc.
Dudek
Lee & Ro, Inc.
Quantum Consulting
Simplus
KOA Corporation

Because the request for proposal is for professional services, the proposals received were evaluated based the following criteria (not lowest bid): completeness of proposal, quality of previous work performed, understanding of work scope, experience of project team, references, and proposed work schedule. Each proposal was thoroughly reviewed by staff and scored using a matrix of specific project criteria to determine which vendor is the most qualified to provide the necessary professional design services. Civil Source, Inc was selected by staff as the company best suited to provide the necessary services. The fee schedule proposed by Civil Source, Inc. is $321,061 (Three Hundred Twenty-One Thousand Sixty-One Dollars and Zero Cents) to provide construction management and inspection services for the Watermain Replacement Project 170W Phases I, II and III.

Authorization for a 10% contingency of $32,000 (Thirty-Two Thousand Dollars) is also sought. Staff will only authorize the use of the contingency funds should any issue(s) arise beyond the scope of work for the project and requires Civil Source, Inc., to be fairly compensated.

ALTERNATIVE
None proposed.

FISCAL IMPACT
Funds are available in the 2014-15 Fiscal Year budget and need to be transferred as follows:

From:

Account	**Description**	**Amount**
5003-880-000-4269	Other Contract Services	$100,000.00

To:

Account	**Description**	**Amount**
5003-880-000-4262	Other Professional Services	$100,000.00

After this deduction, Account No. 5003-880-000-4269 (Other Contract Services) will have a balance of $1,025,000.00. The increase in funds into Account No. 5003-880-000-4262 (Other Professional Services) will result in a balance of $386,080.00, which is sufficient for this agreement.

RECOMMENDATIONS

It is staff recommendation that the Mayor and City Council adopt the attached Resolution.

CHAD BLAIS, DEPUTY DIRECTOR
DEPARTMENT OF PUBLIC WORKS & MUNICIPAL UTILITIES
WATER UTILITY DIVISION

GLEN W. C. KAU, P.E., DIRECTOR
DEPARTMENT OF PUBLIC WORKS & MUNICIPAL UTILITIES

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

GHD:GK:CB:tm

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2014-2015 FISCAL YEAR BUDGET, ACCEPTING THE PROPOSAL OF CIVIL SOURCE, INC., AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ISSUE A PURCHASE ORDER FOR $353,061 TO CIVIL SOURCE, INC. FOR PROVISION OF CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR WATER BOND WATERMAIN REPLACEMENT PROJECT 170W (PHASES I, II, AND III)

WHEREAS, It is the responsibility of the Water Utility Division of the Public Works/Municipal Utilities Department to ensure a safe and adequate water supply for drinking and firefighting purposes; and

WHEREAS, the Water Utility Division is in the process of replacing undersized and over-aged watermains within the City that were identified in the 2008 Master Water Study; and

WHEREAS, the Watermain Replacement Project 170W Phases I, II, and III will consist of the replacement of approximately 5.6-miles of watermains, installation of new hydrants, valve fittings, customer water services and meters; and

WHEREAS, the Water Utility Division advertised for proposal from qualified and experienced engineering firms to provide construction management and inspection services for Watermain Replacement Project 170W Phases I, II and III; and

WHEREAS, sealed proposals were received on Wednesday, September 11, 2014, from the following firms:

CONSULTING FIRMS

Civil Source, Inc.
Dudek
Lee & Ro, Inc.
Quantum Consulting
Simplus
KOA Corporation

WHEREAS, staff reviewed the proposals submitted and ranked the proposal from Civil Source, Inc. as the best qualified to provide the professional project management and inspection services required for the completion of Watermain Replacement Project 170W Phases I, II and III; and

WHEREAS, funds are available in the Water Utility Division's 2014-15 Fiscal Year budget and need to be transferred between accounts as follows:

From:	**Description**	**Amount**
5003-880-000-4269	Other Contract Services	$100,000.00
To:	**Description**	**Amount**
5003-880-000-4262	Other Professional Services	$100,000.00

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the proposal of Civil Source, Inc. is hereby accepted.

SECTION 2. That the City Manager is hereby authorized to enter into a professional services agreement with Civil Source, Inc. in the amount of $321,061.00 (Three Hundred Twenty-One Thousand Sixty-One Dollars and Zero Cents) to provide construction management and inspection services for the Watermain Replacement Project 170W Phases I, II and III.

SECTION 3. That a 10% contingency of $32,000 (Thirty-Two Thousand Dollars) is authorized.

SECTION 4. That funds are available in the Water Utility Division's 2014-15 Fiscal Year budget and shall be transferred between accounts as follows:

From:	**Description**	**Amount**
5003-880-000-4269	Other Contract Services	$100,000.00

To:	**Description**	**Amount**
5003-880-000-4262	Other Professional Services	$100,000.00

SECTION 5. That a purchase order in the amount of $321,061.00 is authorized to be established and issued.

SECTION 6. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Attorney, City Clerk and Water Utility Division of the Public Works/Municipal Utilities Department.

SECTION 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2014.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

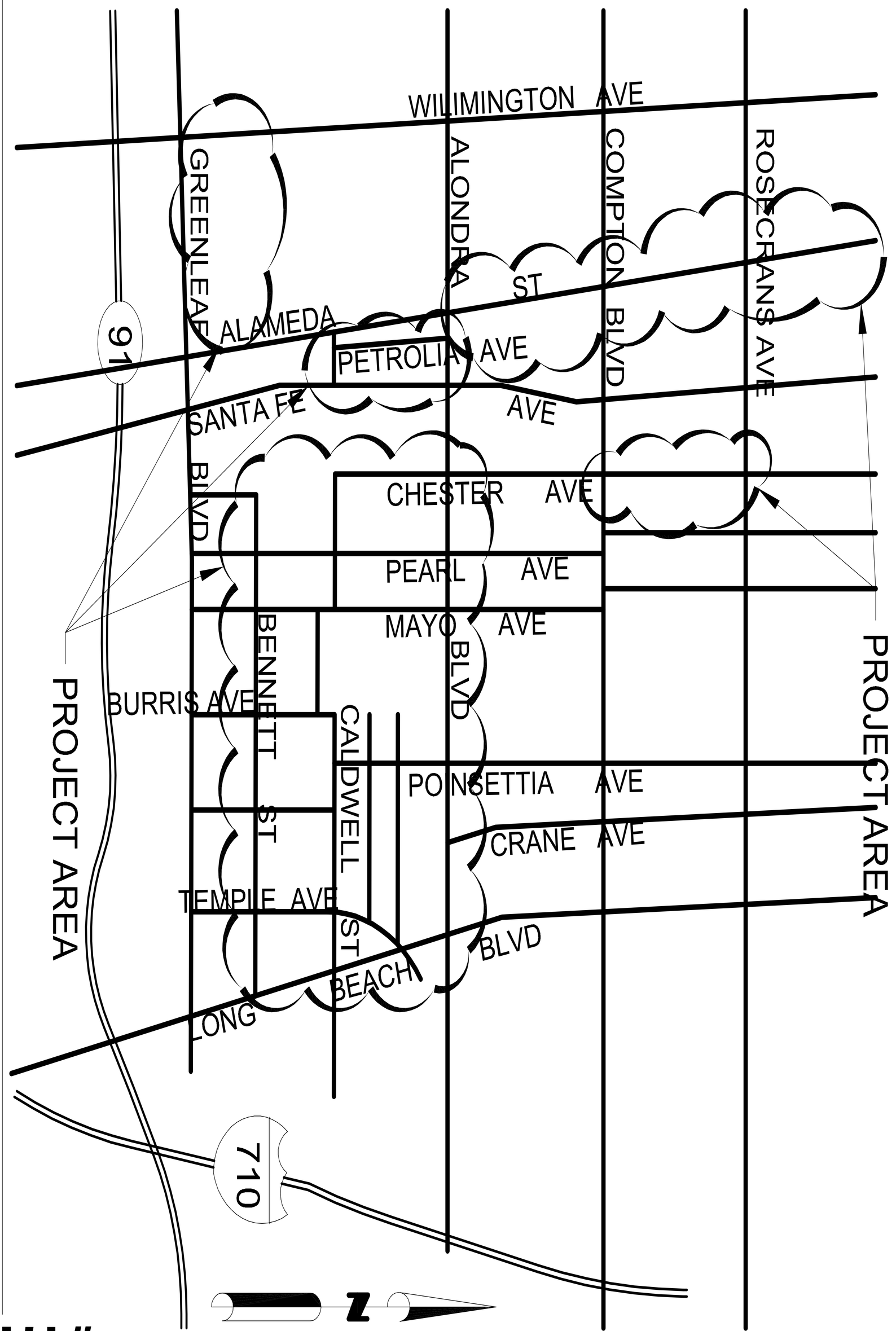
RESOLUTION NO._____
PAGE THREE

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2014.

That said Resolution was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON


WILIMINGTON AVE
GREENLEAF
ALONDRA
COMPTON BLVD
ROSECRANS AVE
ALAMEDA
ST
91
PETROLIA AVE
SANTA FE
AVE
BLVD
CHESTER AVE
PEARL AVE
MAYO AVE
PROJECT AREA
BENNETT
BLVD
BURRIS AVE
CALDWELL
PROJECT AREA
POINSETTIA AVE
ST
CRANE AVE
TEMPLE AVE
ST
BLVD
BEACH
LONG
710

#17.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
CIVIL SOURCE, INC.

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220 and **CIVIL SOURCE, INC.,** (hereinafter referred to as **"CONSULTANT"**) located at 9890 Irvine Center Drive, Irvine, California 92618.

RECITALS:

WHEREAS, the City will be replacing approximately 5-miles of watermains as part of the Compton Water Utility Division ongoing bond funded pipeline replacement program; and

WHEREAS, the City has determined that there is a need to employ the services of a qualified and experienced engineering firm with acceptable professional qualifications and expertise required to successfully provide construction management and inspection services for said project; and

WHEREAS, by Resolution No. _____, adopted on the ___ day of _____ 2014, the City Council authorized the City Manager to enter into a professional services agreement with the Consultant (**Civil Source, Inc.**) to provide construction management and inspection services for the City's Watermain Replacement Project 170W (Phases I, II, and III); and

WHEREAS, Consultant warrants that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this project; and

WHEREAS, Consultant is willing to render such professional services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Consultant and City**,** for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and provide management and coordination of all engineering disciplines and related services required to provide construction management and inspection services for the Watermain Replacement Project 170W Phases I, II and III. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

Service	Function	Deliverables
Constructability review	Formalized process that utilizes a team with extensive construction knowledge to ensure that a design is buildable while also cost-effective, biddable, and maintainable, with	Constructability review report

	reduced overruns and delays.	
Pre-construction Conference	Outline project specifics. Inform contractor of project administration procedures.	Agenda meeting minutes
Management Information System (MIS)	Implement system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, information requests, submittals, contracts, reports, O&M manuals, progress payments, and change orders, etc.	Paper files, digital files, correspondence logs.
Review Traffic Controls Plans	Review contractor's plans for detours, shutdowns and access for emergency vehicles.	Review traffic control plan
Geodetic Control	Ensure the correct establishment of both horizontal and vertical control surveys for all newly installed and abandoned water mains in this project, based on the California High-Precision Geodetic Network (HPGN) as the basis for the future development of the City's Geographic Information System (GIS).	Final Survey Report (location and extent of the existing control network, narrative of the survey process, equipment used, tables summarizing the GPS and leveling loop mis-closures, results of the minimally constrained (free) adjustment, results of the constrained least squares adjustment, final State Plane Coordinates in U.S. feet, a network diagram and station sketches, MIS-closure table.
Meetings	Conduct meetings to discuss background, scope, objectives, schedule, current, and past issues as necessary.	Agenda meeting minutes
Issues Management	Analyze issues, seek appropriate advice, and give recommendations. Review cost reduction proposals as well as contractor's methods of construction in order to ensure compliance with plans and specifications and delivery of project within budget and the time specified.	Design clarifications. Contract change orders.

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Schedule	Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.	Schedule reports and recommendations of "As-built" schedule
Cost Control	Monitor project funding. Monitor project budgets. Review contract item payments, material quantities, and change order payments.	Budget reports and cost estimate reviews
Change Orders	Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Negotiate and prepare change orders for execution. Keep the City apprised of impact of cumulative change orders.	Independent cost estimate change orders ready for execution of change order summary reports
Dispute Resolution	Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.	Dispute avoidance procedures and give recommendations
Quality Control/Inspection	Observe and monitor all aspects of project. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide photographic and video documentation of construction process. Encourage and stress quality in the constructed product. Provide materials testing services.	Photography and videotapes project files
Public Relations	Communicate with local business community regarding temporary construction impacts, such as traffic changes, noise, limited access and construction schedule.	Verbal and written notices delivered to local businesses
Permit/Environmental Compliance	Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies.	Daily inspection reports and correspondence
Progress Payments	Review and approve all contractors' payment request. Verify contractor pay items. Prepare payment	Progress payment request documents

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	documentation for execution.	
Monthly Status Reports	Prepare monthly reports highlighting project progress, CCO's, cost issues, and schedule.	Monthly report
Site Safety	Review and monitor contractor's safety program for compliance with Cal/OSHA. Notify contractor if unsafe condition is observed. Notify City if contractor refuses to rectify unsafe condition. Investigate accidents.	Accident reports and monthly reports.
"As-Built" Drawings	Collect, review, and transmit contractor's data to engineer.	Data for record drawings
Final Walkthrough	Make final inspections, Prepare punch-list. Verify that required certificates of compliance, O&M manuals and as-built drawings have been delivered.	Punch list
Project Completion Report	Process final progress payment to contractor. File Notice of Completion. Prepare final report. Review project records	Final progress payment, Notice of Completion and Final report. Deliver project records to the City

As more fully specified in the **City's "Request for Proposals Construction Management and Inspection Services"** (issued August 18, 2014) and the **Consultant's "Proposal"** (dated September 11, 2014)**,** which are incorporated herein by this reference.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, Consultant agrees to perform all the said work and to the extent not furnished by the City, furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City**.**

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City**.** "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the Consultant to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control. On demand of City, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the services.

Amy Amirani, P.E., QSD/QSP, Principle in Charge of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. The term of this Agreement shall commence upon Notification to Proceed from the City to Consultant and continue in a diligent and professional manner until the agreed services are completed, or upon exhaustion of authorized funding, whichever occurs first, unless this Agreement is terminated as provided herein. Phases I, II and III of the Watermain Replacement Project 170W has its own specific duration and the Consultant is required to provide full-time construction management and inspection services prior to start of construction, during the course of construction and post construction services. Based on the progression of the construction work for each phase, the parties anticipate that Consultant's construction management and inspection services are not anticipated to exceed Two Hundred Thirty-five (235) working days for all three phases of said mainline replacement project.

Consultant will generally adhere to the schedule set forth within Consultant's Proposal provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to put forth its best professional efforts to perform the services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

3. Compensation. The method of payment for the services will be based on a fee for services basis, as specified within Consultant's **"Proposal Fee and Schedule",** which is incorporated herein. It is understood and agreed between the parties that the maximum compensation payable for the performance of all services to be provided by the Consultant pursuant to the terms of this Agreement shall be limited to a not-to-exceed amount of **Three Hundred Twenty One Thousand Sixty One Dollars ($321,061.00).**

The total price paid the Consultant includes compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the

City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **Deputy Director of the Public Works/Municipal Utilities Department** at the following address: **Water Utility Division, City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any noncancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Consultant's delivery to the City of any and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

4. **Ownership of Materials.** Consultant agrees that all of its customized reports, recommendations, plans, copyrightable materials and other Work Product created or assembled by it in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the City and as such is the sole property of the City. To the extent that such materials and Work Product do not constitute work for hire, in consideration of the payments and other covenants of the City, as set forth or called for herein, Consultant hereby sells, transfers, conveys and assigns any and all of its rights therein to the City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. **Independent Contractor Status.** Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the

services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

The payment(s) made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the performance of any of Consultant's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Consultant's rights, duties or obligations arising under this Agreement shall be null and void.

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

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In the event of the Consultant's non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

8. Subcontracting. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of the City. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Consultants. The City reserves the right to employ other consultants in connection with the services.

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and designated volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent caused by the negligent, reckless or willful misconduct for the Consultant, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

This indemnification and hold harmless obligation does not extend to claims arising out of the negligence or willful misconduct of the City, its officials, officers, employees, agents and volunteers.

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. Consultant shall be responsible for providing any advance notification to the City which would otherwise not be provided by the policies insurance carrier(s). ***Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** All insurance required hereunder shall be primary with respect to any insurance maintained by the City**.**

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City

Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-indicated insured's except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

11.1 Commercial General Liability Insurance. $1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.2 Automobile Liability. $1,000,000 combined single-limit per accident for bodily injury and property damage.

11.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of $1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

11.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than $1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insured's"** with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.***

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

12. Permits and Licenses. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this

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Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

14. Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with City, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations. In the event the Consultant encounters any conflict between such laws and ordinances, Consultant shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the Work Product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

The City's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the City's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the City Council does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the Work Product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods,

epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

19. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

20. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

21. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

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22. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

23. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

24. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

25. Amendments. This Agreement may be modified or amended only be written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

26. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

27. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

28. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

To Consultant:

Civil Source, Inc.
9890 Irvine Center Drive
Irvine, California 92618
Attn: Amy Amirani, Principle
(949) 585-0477

DRAFT

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Deputy Director, Public Works/Municipal Utilities Department
(310) 605-5555
(310) 763-4567 – fax.

With copy to:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may amend, supplement and update the notice list to add, delete or replace any listed individuals; however, the amendment must be in writing.

29. Miscellaneous. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

IN WITNESS WHEREOF, CONSULTANT has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

CIVIL SOURCE, INC./CONSULTANT

Dated: _____ **By _____**
Amy Amirani, Principle in Charge

CITY OF COMPTON
Recommended for Approval:

Dated: _____ **By _____**
Glen W. C. Kau, P.E., Director
Public Works/Municipal Utilities Department

DRAFT

Approved By:

Dated: _____ **By _____**
G. Harold Duffey, City Manager

Approved as to form:

By _____ **Dated: _____**
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ **By _____**
Alita Godwin, City Clerk

DRAFT

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Water Department**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2014-2015 FISCAL YEAR BUDGET, ACCEPTING THE PROPOSAL OF CIVIL SOURCE, INC., AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ISSUE A PURCHASE ORDER FOR $353,061 TO CIVIL SOURCE, INC. FOR PROVISION OF A CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR WATER BOND WATERMAIN REPLACEMENT PROJECT 170W (PHASES I, II, AND III)**

Glen Kau	**11/6/2014 6:44:30 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**11/19/2014 2:09:02 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**11/17/2014 5:45:29 PM**
CITY CONTROLLER	DATE
Johnny Ford	**11/17/2014 3:16:32 PM**
CITY MANAGER	DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.