# NOTICE

## COMPTON CITY COUNCIL
## AGENDA
## Tuesday, October 06, 2015
## 3:30 PM

## HEARING(S)

**3:45 P.M. - PUBLIC HEARING - TO ADOPT A RESOLUTION INCREASING THE BUILDING AND SAFETY DEPARTMENT PERMIT AND INSPECTION FEES (Request to postpone - Item #7)**

## OPENING

**MOMENT OF SILENCE**

**ROLL CALL**

**INTRODUCTION OF SPECIAL GUESTS**

**COMMENDATORY RESOLUTIONS/PRESENTATIONS**

1. RECOGNITION - Expungement Clinic - Crossroads United Methodist Church **(Mayor Aja Brown)**

2. PRESENTATION: Lee Wax - retirement and service to AFSCME – (**Mayor Aja Brown)**

3. PRESENTATION - For the Love of Our Veterans Stand Down – (**Dr. Lestean Johnson, Chamber of Commerce)**

**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**

4. SEPTEMBER 15, 2015

## REPORTS OF OFFICERS AND COMMISSIONS

## CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

5. CLAIM AGAINST THE CITY OF COMPTON
Gloria Lafolette - Claim No. I08830/LI0000550A **(Deny Claim)**

# END CONSENT AGENDA

# REGULAR AGENDA

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

## CITY MANAGER'S REPORT

6. POWER POINT PRESENTATION - CITY OF COMPTON EMERGENCY PREPARDNESS PLAN AND TRAINING SCHEDULE - Fire Department

7. A REQUEST TO POSTPONE THE PUBLIC HEARING TO ADOPT A RESOLUTION INCREASING THE BUILDING AND SAFETY DEPARTMENT PERMIT AND INSPECTION FEES

## CITY ATTORNEY'S REPORTS

8. ORAL REPORT - Court Reporter Hiring

9. ORAL REPORT - Claims Quarterly Report Summary

## CLOSED SESSION

10. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
City of Compton v. Francisco, LASC No. TC 028016
Pursuant to California Government Code Section 54956.9(a)

PUBLIC EMPLOYMENT
Title: City Manager
Pursuant to California Government Code Section 54957

## UNFINISHED BUSINESS

## NEW BUSINESS

11. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER VII OF THE COMPTON MUNICIPAL CODE BY AMENDING SECTION 7-12.28 IN ITS ENTIRETY RELATING TO THE REGULATION OF LOUD PARTIES AND ADDING SECTION 7-12.29 RELATING TO SECOND AND SUBSEQUENT RESPONSE FEES (First Reading)

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH LIFE ASSIST, INC. FOR EMERGENCY MEDICAL PHARMACEUTICALS, SUPPLIES AND EQUIPMENT FOR THE COMPTON FIRE DEPARTMENT ($95,000)

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING IN THE CAPACITY OF HOUSING SUCCESSOR AUTHORIZING THE CITY MANAGER TO INCREASE THE DEFERRED EQUITY LOAN LIMITS PROVIDED TO QUALIFIED APPLICANTS UNDER THE RESIDENTIAL REHABILITATION LOAN PROGRAM

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SALES AND MULTI-YEAR MAINTENANCE AGREEMENT WITH HEIDELBERG USA, INC. FOR THE PURCHASE OF A SUPRASETTER A52 GEN III PLATE MAKER PROCESSOR ($156,146.23)

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO PURCHASE A CERTIFIED HEIDELBERG 10X15 PRINTING PRESS FROM AND ISSUE A PURCHASE ORDER TO APEX BUSINESS MACHINE SUPPLIES IN THE AMOUNT OF $93,800.00

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2015-2016 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED $7,867,000 TO SULLY-MILLER CONTRACTING COMPANY FOR REPLACING 5.6 MILES OF WATERLINES AS PART OF THE WATER BOND IMPROVEMENT PROJECT (CIP JOB #170W) ($8,653,700)

## APPROVAL OF WARRANTS

17. Warrant #229785 - Date - 9/21/15 - Name - Mark Sutton - Services - Draw 3 Contractor's Payment Request - Amount - $9,774.00 - Requested by: Grants Division

**COUNCIL COMMENTS**

**ADJOURNMENT**

*NEXT REGULAR MEETING: Tuesday, October 13, 2015 @ 5:45 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: Mayor Brown congratulates Lee Wax for his retirement and service to AFSCME and the employees of Compton.**

***<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. |

**SEPTEMBER 15, 2015**

The City Council meeting was called to order at 4:02 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:** **Galvan, Arceneaux, Sharif, Brown**
**Council Members Absent:** **Zurita**

**Other Officials Present:** **C. Cornwell, A. Godwin, J. Ford**

**PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS**

**Robert Ray**, Compton resident, made reference to Item Nos. 9 and 10 and questioned whether or not code enforcement officers are issuing parking tickets. He requested support for Item No. 11 and maintained that it is the duty of this City Council to provide for the safety and security of the citizens of Compton. He affirmed that a city the size of Compton, should have no less than 100 sworn police officers and that ideally there should be 130. To address this issue, Mr. Ray encouraged residents to contact their District representative so that they can then authorize the City Manager to appropriate funding for hiring additional officers.

**Inett Weasel**, Compton resident, asked the City Attorney to address the legalities of invocations and prayers said at the podium. She also asked that the City Attorney address whether or not the City of Compton's seal was copyrighted when the City was incorporated in 1888. She further maintained that while exiting the Council Chambers last Tuesday she heard comments from a woman named Ms. Jackson. Subsequently, she stated that she did not hear her make a threat, but that she did hear her ask to speak to Ms. Boone.

**Yesenia**, Latino Lives Matter, requested an opportunity to partner with African American organizations in the City in order to organize an event that will promote peace in the streets. She asked that anyone interested in supporting the Latinos Lives Matter movement to call (909) 485-2457 or email LatinoLivesMatter526@gmail.com.

**Christopher Carlton**, attorney speaking on behalf of Dr. George Penn, presented declarations alleging that City Manager Ford terminated Dr. Penn, former director of Parks & Recreation, for age discrimination without any prior notice or just cause. Mr. Carlton alleged that City Manager Ford engaged in age discrimination when he opened a staff meeting by asking Dr. Penn about his plans to retire. He stated that to date, all of Dr. Penn's requests to get the City to review and overturn his termination have been stonewalled or ignored. Mr. Carlton also noted that in July, Dr. Penn submitted a formal claim detailing the wrongful termination and was advised by the City Attorney last week that the claim was deemed denied.

**Benjamin Holifield**, Compton resident, invited the City Council to participate in a forum hosted by the Compton Business Chamber of Commerce tentatively scheduled for October 1, 2015 at 5 p.m. He expressed his support for the City Manager's leadership and work performance and insisted that his contract be approved. He further encouraged the City Council to authorize 24-hour code enforcement and restoration of Long Beach Boulevard.

**Willie McReynolds**, Compton resident, petitioned the members of the City Council to be courteous and show respect to the citizens while they are speaking at the podium.

**Esther Rivera**, solicited the City Council to address the unyielding number of parties being held at 471 West Raymond Street.

**Councilperson Arceneaux** directed Ms. Rivera to a staff member in the audience.

**Lieutenant Ash**, Los Angeles County Sheriffs' Department, instructed residents to call the Sheriff department's dispatch center at (310) 605-6500 to report disturbances of the peace.

**Mayor Brown** directed the City Manager to provide a report on the City of Compton's basic quality of life infraction schedule, as well as any tentative increases and effective dates within three weeks - and to schedule a council workshop to discuss the logistics of how the new schedule will be distributed to the community.

**Councilperson Arceneaux** asked that the report also address a limit on the number of animals allowed on one single property and the illegal sale of raw milk.

**Joyce Kelly**, Compton resident, inquired about the City's $500,000 contract with the County of Los Angeles to pick up the dead animals in the street. She expressed her support for the establishment of a crime commission and suggested it be funded by the City Attorney's Office. She further inquired about the government's allocation of $200,000 for the City's public access channel to be paid in weekly increments of $5,000; and the City Manager's authority to sign checks in excess of $25,000.

**Lynn Boone**, Compton resident, made reference to Item No. 3 and stated that she hopes the report will be truthful and accurate - she affirmed that crime is not down in the City of Compton nor are there any employment opportunities available. She petitioned the City Council to support the establishment of Councilperson Arceneaux's crime commission and made comments in regards to stipends paid for unopened commission meetings.

**David Colbert**, Compton resident, suggested the establishment of a City Charter amendment that legally protects elected officials when making decisions on behalf of the citizens of Compton. He went on to assert that the crime rate is down in his neighborhood and that there are plenty of employment opportunities available in the various shopping centers located throughout the City.

## CONSENT AGENDA

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

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

**APPROVAL OF MINUTES**

1. JULY 21, 2015 **(Approved)**
   JULY 28, 2015 **(Approved)**
   SEPTEMBER 1, 2015 **(Approved)**

**CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS**

2. INVESTMENT REPORT - July 31, 2015 **(Received/Filed)**

## END CONSENT AGENDA

## REGULAR AGENDA

**CITY MANAGER'S REPORT**

3. ORAL REPORT - CRIME STATISTICS - Captain Myron Johnson, Los Angeles County Sheriff's Department

**Captain Myron Johnson**, Los Angeles County Sheriffs' Department, presented an update on Part 1 crime rates and trends in the City of Compton.**

Part 1 (Personal)

| | 2014 | 2015 |
|---|---|---|
| Homicides* | 17 | 11 |
| Rapes | 20 | 19 |
| Robbery | 240 | 235 |
| Aggravated Assaults | 389 | 441 |
| Gang-related shootings | 91 | 121 |

*Gang-related

These statistics are reported monthly to the Federal Bureau of Investigation.

70 Arrests Due to Prostitution (January 1, 2015 to August 31, 2015)

Captain Johnson reported that assaults have increase all over Los Angeles County

- Assaults reported to Carson Station increased 109%.
- Assaults reported to Century Station increased 9%.
- Assaults reported to Paramount Station increased 38%.

Deputies have recovered 158 firearms from people arrested in the City of Compton.

Special Team (Deployed August 5, 2015 to September 12, 2015 - High crime time period)

31 arrests
Recovered 8 stolen cars
89 gang members were interviewed
Three cars impounded
Five citations were issued

Part 1 (Property)

| | 2014 | 2015 |
|---|---|---|
| Burglaries | 356 | 375 |
| Larcenies | 956 | 803 |
| Grand theft autos | 517 | 492 |
| Arson | 36 | 39 |

Calls For Service 30,145 (Year-to-date as of August 31,2015)
Average Response Time - 4:10 minutes
Sheriff Department's minimum response time - 10 minutes
Average response time for Priority Calls - 7.5 minutes
Average response time Non-Priority Calls - 38.4 minutes
Sheriff Department's average response time for Non-Priority Calls - 60 minutes

134 citations issued to drivers violating the City's truck route (January 1, to August 31, 2015)
33 Arrests for vandalism

Anonymous Crime Stoppers Hotline
800-222-TIPS (8477)

Captain Johnson closed by announcing that the Los Angeles County Sheriffs' Department is hiring!

**Councilperson Arceneaux** suggested a regional approach to addressing crime in Compton and in the neighboring cities.

**Mayor Brown** requested a workshop on behalf of the community to unveil new programs and tools available to report crime and promote awareness.

**Councilperson Sharif** suggested a collaborative effort with Lynwood and Long Beach to address the prostitution on Long Beach Boulevard.

Councilperson Sharif also requested efforts by staff to research funding opportunities to address illegal dumping.

**CITY ATTORNEY'S REPORTS**

**CLOSED SESSION**

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
BRYANT V. CITY OF COMPTON, WCAB CASE NOS. ADJ 6988481, AJD 6988456, ADJ 6988475 - Pursuant to California Government Code Section 54956.9(a)

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Two (2) Potential Cases - Pursuant to California Government Code Section 54956.9(b)

PUBLIC EMPLOYMENT
Title: City Manager - Pursuant to California Government Code Section 54957

On motion by Arceneaux, seconded by Sharif, closed session was approved, by the following vote on roll call:

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

**UNFINISHED BUSINESS**

5. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER II OF THE COMPTON MUNICIPAL CODE TO DELETE SECTION 2-28 (HOUSING DEVELOPMENT COMMISSION) IN ITS ENTIRETY (Second Reading)

On motion by Arceneaux, seconded by Sharif, to waive the reading of the ordinance, by the following vote on roll call:

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

On motion by Arceneaux, seconded by Sharif, **Resolution # 2,261** entitled **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER II OF THE COMPTON MUNICIPAL CODE TO DELETE SECTION 2-28 (HOUSING DEVELOPMENT COMMISSION) IN ITS ENTIRETY (Second Reading)"** was adopted, by the following vote on roll call:

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

6. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER II OF THE COMPTON MUNICIPAL CODE TO DELETE SECTION 2-21 (GAMING COMMISSION) IN ITS ENTIRETY (Second Reading)

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

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

On motion by Arceneaux, seconded by Galvan, **Resolution # 2,262** entitled **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER II OF THE COMPTON MUNICIPAL CODE TO DELETE SECTION 2-21 (GAMING COMMISSION) IN ITS ENTIRETY (Second Reading)"** was adopted, by the following vote on roll call:

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

**NEW BUSINESS**

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON NAMING THE GYMNASIUM AT LUEDERS PARK COMMUNITY CENTER TO THE "DEMAR DEROZAN GYMNASIUM"

**Councilperson Galvan** reported that Demar DeRozan grew up in the City of Compton, played basketball in the local parks, graduated from Compton High School as the "McDonalds All American", led the University of Southern California basketball team to the PAC-10 Championship his freshman year, was drafted to the NBA Toronto Raptors, won a gold medal in the USA Olympics and is considered one of the top ten players in the league.

On motion by Arceneaux, seconded by Sharif, **Resolution # 24,224** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON NAMING THE GYMNASIUM AT LUEDERS PARK COMMUNITY CENTER TO THE "DEMAR DEROZAN GYMNASIUM"** was approved, by the following vote on roll call:

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

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO THE JANKOVICH COMPANY TO PROVIDE DIESEL FUEL AND PETROLEUM PRODUCTS FOR THE FIRE DEPARTMENT'S EMERGENCY VEHICLES ($105,000.00)

On motion by Arceneaux, seconded by Sharif, **Resolution # 24,225** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO THE JANKOVICH COMPANY TO PROVIDE DIESEL FUEL AND PETROLEUM PRODUCTS FOR THE FIRE DEPARTMENT'S EMERGENCY VEHICLES ($105,000.00)"** was approved, by the following vote on roll call:

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

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE CITY OF INGLEWOOD FOR DATA PROCESSING SERVICES RELATING TO THE PARKING CITATION PROGRAM ($75,000)

**Mayor Brown** requested a report on the number of parking citations issued and the amount of money recovered on an annual basis.

On motion by Sharif, seconded by Arceneaux, **Resolution #24,226** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE CITY OF INGLEWOOD FOR DATA PROCESSING SERVICES RELATING TO THE PARKING CITATION PROGRAM ($75,000)"** was approved, by the following vote on roll call:

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

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES RELATING TO COLLECTION OF FINES ON PARKING CITATIONS ($400,000)

**Mayor Brown** requested an explanation on behalf of the citizens of Compton.

**City Attorney Cornwell** stated that the state of California requires a payment of $12.50 for each parking citation the City issues, so subsequently this resolution covers such payments.

On motion by Arceneaux, seconded by Sharif, **Resolution # 24,227** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES RELATING TO COLLECTION OF FINES ON PARKING CITATIONS ($400,000)"** was approved, by the following vote on roll call:

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

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH K. R. BAILEY CONSULTANT TO PROVIDE ASSISTANCE IN RE-ESTABLISHING THE "COMPTON CRIME TASKFORCE" ($36,000)

**Councilperson Arceneaux** stated that she is looking forward to K.R. Bailey's efforts to bring together the relevant agencies to address crime in the City of Compton.

On motion by Galvan, seconded by Arceneaux, **Resolution # 24,228** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH K. R. BAILEY CONSULTANT TO PROVIDE ASSISTANCE IN RE-ESTABLISHING THE "COMPTON CRIME TASKFORCE" ($36,000)"** was approved, by the following vote on roll call:

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

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

**COUNCIL COMMENTS**

**Councilperson Sharif offered the following communications/announcements:**

- Requested a PowerPoint presentation on code enforcement' efforts to address illegal dumping and blighted properties.

***Councilperson Galvan exited the meeting at 5:48 p.m.**

**Mayor Brown offered the following communications/announcements:**

- Requested an item be brought back for a pilot program to establish a tip/reward for illegal dumping.

- "Foster & Adoptive Parent Recruitment Event" will be held Saturday, September 19, 2015 from 11 a.m. to 1 p.m. at the Dollarhide Community Center. For more information please call (888) 811-1121.

**Meeting adjournment**
Beverly Faye-Gordon Jones

**MEETING RECESSED TO CLOSED SESSION**

On motion by Arceneaux, seconded by Sharif, to recess the meeting to closed session at 6:07 p.m., by the following vote on roll call:

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

**City Clerk Godwin** reconvened the meeting at 9:00 p.m.

**ROLL CALL**

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

**REPORT OUT OF CLOSED SESSION**

**City Attorney Cornwell** reported out of closed session conference with legal counsel - existing litigation, Bryant v. City of Compton, WCAB CASE NOS. ADJ 6988481, AJD 6988456, ADJ 6988475. There was no reportable action taken pursuant to California Government Code Section 54956.9(a).

2) Conference with legal counsel - anticipated litigation - two (2) potential cases - there was no reportable taken
pursuant to California Government Code Section 54956.9(b).

3) With regard to Public Employment Title: City Manager - there was no reportable action taken pursuant to California Government Code Section 54957.

**ADJOURNMENT**

The meeting adjourned at 9:01 p.m. in memory of Beverly Faye-Gordon Jones.

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

_____ _____

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

**October 3, 2015**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: CITY ATTORNEY**

**SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8830/LI0000550A**

## SUMMARY

Council will consider the claim of Gloria Lafolette (Claim No. I-8830/LI0000550A), presented to the City on August 19, 2015, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

## BACKGROUND

On August 19, 2015, the above claim was presented to the City Controller by Gloria Lafolette for property damage. Claimant alleges that on August 3, 2015, she was driving on Greenleaf Boulevard near Butler Avenue when her vehicle was damaged by a construction sign that was on the street. Claimant also alleges that the right mirror to her vehicle was damaged.

Based upon the information provided by Claimant, the incident appears to have occurred in the City of Long Beach. More importantly, the law requires drivers to exercise reasonable care to avoid an accident and liability is not transferable to the City.

## FINANCIAL IMPACT

Four Hundred Fifty Six Dollars and Sixty Seven Cents ($456.67).

## RECOMMENDATION

Staff recommends that this claim be denied.

/S/
**CRAIG J. CORNWELL**
**CITY ATTORNEY**

**October 6, 2015**

**TO:** **HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:** **STEVE MASURA, DIRECTOR OF BUILDING AND SAFETY**
**BUILDING AND SAFETY DEPARTMENT**

**SUBJECT:** **A REQUEST TO POSTPONE THE PUBLIC HEARING TO ADOPT A RESOLUTION INCREASING THE BUILDING AND SAFETY DEPARTMENT PERMIT AND INSPECTION FEES**

**SUMMARY**

Staff is requesting to postpone the hearing to adopt a resolution increasing the Building and Safety to a date to be determined.

**STEVEN MASURA, DIRECTOR**
**COMMUNITY DEVELOMENT DEPARTMENT**

**JOHNNY FORD**
**CITY MANAGER**

**October 6, 2015**

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

**FROM: CITY ATTORNEY'S OFFICE**

**SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER VII OF THE COMPTON MUNICIPAL CODE BY AMENDING SECTION 7-12.28 IN ITS ENTIRETY RELATING TO THE REGULATION OF LOUD PARTIES AND ADDING SECTION 7-12.29 RELATING TO SECOND AND SUBSEQUENT RESPONSE FEES**

## SUMMARY

The City Council will consider adopting an ordinance amending Chapter VII of the Compton Municipal Code by amending Section 7-12.28 in its entirety relating to the regulation of loud or unruly parties or gatherings and add Section 7-12.29 to address recovery of law enforcement services costs for subsequent responses to the same locations for additional violations.

## BACKGROUND

Occasionally loud or unruly parties or gatherings, particularly held at night may cause a disturbance of the peace, health, safety or general welfare of the community. The local law enforcement agency, in the interest of preserving public peace, is often called upon to respond to these loud parties or gatherings which result in the use of law enforcement services above and beyond those customarily rendered to the public at large by the local law enforcement agency.

## STATEMENT OF ISSUE:

The City's local law enforcement agency has received a number of service calls for loud parties or gatherings being held in residential neighborhoods and other areas of the City, which oftentimes may result in multiple requests for law enforcement services to response multiple times to the same location. These service calls reduce the availability of law enforcement services elsewhere in the City and pose a financial strain to the City's law enforcement resources.

It is in the best interests of the City and the public safety, as well as fairness to its citizens, that the City require the responsible person or persons who cause, permit or hosts loud or unruly parties or gatherings which result in the utilization or requirement of law enforcement services above and beyond those customarily rendered by the local law enforcement agency to reimburse the cost to the City of such services.

Amending Section 7-12.28 of the Compton Municipal Code relating to the regulation of loud or unruly parties or gatherings will assist law enforcement in effectively protecting the public peace, health, safety and general welfare of the community, as well as increase the efficient use of local law enforcement services, while Section 7-12.29 will provide for recovery of the costs to the general public fund caused by the use of law enforcement services above and beyond those customarily rendered due to multiple responses to the same location for the same or similar types of complaints of loud or unruly parties or gatherings.

## FISCAL IMPACT

Exact fiscal impact unknown at this time, however, it is anticipated that the City may be able to recover law enforcement services costs from the responsible person or persons who host a loud or unruly party or gathering which results in law enforcement personnel having to respond to the location to address subsequent violations.

## RECOMMENDATION

Staff recommends that the City Council adopt the attached proposed Ordinance.

**CRAIG J. CORNWELL**
**CITY ATTORNEY**

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER VII OF THE COMPTON MUNICIPAL CODE BY AMENDING SECTION 7-12.28 IN ITS ENTIRETY RELATING TO THE REGULATION OF LOUD PARTIES AND ADDING SECTION 7-12.29 RELATING TO SECOND AND SUBSEQUENT RESPONSE FEES**

**WHEREAS,** the City Council of the City of Compton finds that loud or unruly parties or gatherings may, on occasion, cause a disturbance of the peace, health, safety or general welfare of the community; and

**WHEREAS,** the City's authorized local law enforcement agency, in the interest of preserving public peace, is often called upon to respond to these loud or unruly parties or gatherings which result in the use of law enforcement services above and beyond those customarily rendered to the public at large by local law enforcement; and

**WHEREAS,** the City's local law enforcement agency has received a number of service calls for loud or unruly parties or gatherings being held in residential neighborhoods and other areas of the City, particularly at night, which result in multiple requests for law enforcement services at the same locations; and

**WHEREAS,** these multiple services calls often reduce the availability of law enforcement services elsewhere in the City and pose a financial strain to the City's law enforcement resources; and

**WHEREAS,** it is in the best interests of the City and the public safety, as well as fairness to its citizens, that the City require the responsible person or persons who cause or permit the emission or transmission of loud or unruly parties or gatherings which result in the utilization or requirement of law enforcement services above and beyond those customarily rendered by the local law enforcement agency to reimburse the cost to the City of such services; and

**WHEREAS,** the City Council desires to amend Section 7-12 of the Compton Municipal Code to provide legislation that will regulate loud or unruly parties or gatherings to effectively protect the public peace, health, safety and general welfare of the community and to recover the costs to the public caused by the use of law enforcement services above and beyond those customarily rendered.

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

**Section 1.** That Section 7-12.28 (Loud Party Second Response Fee) of Chapter VII of the Compton Municipal Code is hereby amended in its entirety to read as follows:

**7-12.28 Loud Or Unruly Parties/Gathering Prohibited.**

a. Definitions. Unless the context or subject matter otherwise requires, terms defined herein shall have the following meaning when used in this section:

"*Loud noise"* means any sound or any recording thereof when amplified or increased by any electrical, mechanical, or other device to such volume, intensity or carrying power as to unreasonably interfere with or disturb the peace and quiet of other persons of normal sensitiveness within the area.

"*Loud or unruly parties or gatherings"* means a gathering of two or more people on private property which is determined by law enforcement personnel at the scene to constitute a violation of the Compton Municipal Code or California Penal Code or is otherwise disruptive to the public peace, health, safety or welfare due to the loud noise, the magnitude of the crowd, the disturbances or unruly behavior of those attending the party or gathering, illegally parked vehicles blocking other traffic or fire access or destruction of property.

"*Responsible person"* means the person or persons who own, lease, reside or is in charge of the premises where the loud or unruly gathering or party takes place; or the person or persons who organized the loud or unruly gathering or party. If the *responsible person* is a minor, then the parents or legal guardians of that minor are also responsible persons whether or not they are present at the gathering or party. All responsible persons, as defined herein, are deemed to have caused or permitted the loud or unruly gathering or party and are responsible for and may be charged with a violation of this section; provided, however, a property owner who is not present at the gathering or party may not be charged with a violation of this section unless the absentee owner had knowledge that the gathering or party was occurring, was planned to occur or reasonably should have known the gathering or party would occur. This exception does not apply to a parent or guardian of a responsible person who is a minor.

*"Written Reimbursement Notice"* means a written notice issued by a law enforcement officer to the responsible person pursuant to Section 7-12.29 that a violation is taking place and that the disturbance must cease and that if law enforcement personnel are required to respond to the property to address another violation within a one (1) year period the responsible may be liable to reimburse the City all costs and expenses incurred for the subsequent response.

b. <u>Loud or Unruly Parties/Gatherings Prohibited.</u> Unless authorized by the City or is otherwise legally permitted, it shall be unlawful for any responsible person or persons to organize, cause or permit a loud or unruly party or gathering.

1. The characteristics and conditions, which may be considered in determining whether such loud party or gathering violates the provisions of this section shall include, but not be limited to the following:

(a) The volume of the noise;

(b) The intensity of the noise;

(c) The proximity of the noise to sleeping facilities;

(d) The nature and zoning of the area within which the noise emanates;

(e) The density of the inhabitation of the area within which the noise emanates;

(f) The time of the day or night the noise occurs;

(g) The duration of the noise;

(h) Whether the noise is recurrent, intermittent or constant;

(i) Whether the noise is produced by a commercial or noncommercial activity.

#11.

c. Loud or Unruly Parties/Gatherings; Prima Facie Violation. The following shall constitute evidence of prima facie violation of this section; provided, however, that inclusion herein shall not be construed as limiting the activities which may be found to violate this section. A party or gathering where:

(a) Noise emanating from or attributable to the party or gathering is audible from a distance of at least fifty (50) feet or more from the property line of the property where the party or gathering is taking place; or

(b) Persons present at the party or gathering are acting in a wild, unruly, uncontrollable manner which is disruptive to neighbors; or

(c) The number of persons present violates the fire code, presenting a fire or safety hazard; or

(d) Persons present at the party or gathering have caused or are causing destruction to property of others.

d. Loud or Unruly Parties/Gatherings; Declared a Public Nuisance Loud or unruly parties or gatherings as defined in this section are hereby declared to be a public nuisance and may be abated as set forth herein or as otherwise provided by law. Law enforcement personnel are authorized to take all actions and give all directions and orders that may be necessary to abate the nuisance, violation or condition, including the giving of verbal warnings, the arrest of, or the issuance of citations to the responsible person or persons, and any others who are in violation of this section or any other state statute or local ordinance.

**Section 2.** That Section 7-12 of Chapter VII of the Compton Municipal Code is hereby amended to add Section 7-12.29 to read as follows:

**7-12.29 Loud or Unruly Parties or Gatherings; Second and Subsequent Response Fees.**

a. Written Reimbursement Notice. If, after issuance of the written reimbursement notice as required by this section, law enforcement personnel are required to respond to the property to address another violation of Section 7-12.28 within a one (1) year period after issuance of said notice, then the responsible person or persons, as defined in Section 7-12.28 above, shall be jointly and severally liable for all actual costs and expenses incurred by the City during the second or subsequent responses.

1. Law enforcement personnel responding to a loud party or gathering complaint may issue a written reimbursement notice to the responsible person when if within a one (1) year period after the initial response law enforcement personnel are again required to respond to the property to address a violation of Section 7-12.28, then the responsible person shall be liable to reimburse the City for all costs and expenses incurred by law enforcement personnel during the second or subsequent responses for violations of such section.

b. Reimbursement of Cost and Expenses. All responsible persons for causing or permitting a loud party or gathering, which requires a second or subsequent response, as described herein above are jointly and severally liable for the following costs and expenses incurred by the City:

1. The actual cost incurred by the City for the services of the law enforcement personnel for each response after the initial response;

2. Damage to public property incurred in the course of any second or subsequent response by law enforcement personnel; and

3. Injuries to any law enforcement or emergency service personnel involved in a second or subsequent response.

c. Computation of Costs. The Los Angeles County Sheriff's Department, Compton Station shall accurately compute the costs of providing such additional services pursuant to the current Municipal Law Enforcement Agreement with the City at the rates set forth on the Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of said Agreement, and advise the City Manager, or his/her designee, of such costs, as well as any other costs related to damage to public property resulting from the use of such additional law enforcement services. The responsible person shall be billed for these costs by the City Manager, or his/her designee, upon notice of the charges from the Compton Sheriff's Department and payment shall be due and payable within fifteen (15) days of the billing date. If the amount due is not paid by the responsible person within the allotted time, the City may collect the debt, as well as any fees and costs incurred in its collection, pursuant to any and all applicable provisions of law.

d. Written Notice to Responsible Persons. Any law enforcement agency delegated by the City to enforce the provisions of this section is authorized and directed to prepare appropriate advisory procedures to be followed by its law enforcement officers in response to loud parties or unruly gatherings, including preparation of written materials advising the responsible person of the provisions of this section.

**Section 3.** That the City Council declares that, should any provision, section, subsection, sentence, paragraph, clause, phrase or word of this Ordinance, hereby adopted, be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by an reason of any preemptive legislation, the remaining provisions, sections, subsections, sentences, paragraphs, clauses, phrases or words of this Ordinance hereby adopted shall remain in full force and effect.

**Section 4.** That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney and the Los Angeles County Sheriff's Department, Compton Station.

**Section 5.** That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect thirty (30) days after the date of its final passage and adoption by the City Council.

**Section 6.** That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

**ADOPTED** this _____ day of _____, 2015.

_____
**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, do hereby certify that the foregoing Ordinance 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 _____, 2015.

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

**AYES: COUNCILMEMBERS-**
**NOES: COUNCILMEMBERS-**
**ABSENT: COUNCILMEMBERS-**
**ABSTAIN: COUNCILMEMBERS-**

_____
**CITY CLERK OF THE CITY OF COMPTON**

**RESOLUTION SIGN-OFF FORM**

**DEPARTMENT:** **City Attorney**

**RESOLUTION TITLE:** **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER VII OF THE COMPTON MUNICIPAL CODE BY AMENDING SECTION 7-12.28 IN ITS ENTIRETY RELATING TO THE REGULATION OF LOUD PARTIES AND ADDING SECTION 7-12.29 RELATING TO SECOND AND SUBSEQUENT RESPONSE FEES (First Reading)**

***Ruth Rugley*** — **9/16/2015 10:11:09 AM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

**REVIEW / APPROVAL**

***Ruth Rugley*** — **10/1/2015 12:16:54 PM**
CITY ATTORNEY — DATE

***Stephen Ajobiewe*** — **9/30/2015 2:22:18 PM**
CITY CONTROLLER — DATE

***Johnny Ford*** — **9/22/2015 8:01:46 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. |

**October 6, 2015**

**T0: HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

**FROM: BRYAN BATISTE, (INTERIM) 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 LIFE ASSIST, INC. FOR EMERGENCY MEDICAL PHARMACEUTICALS, SUPPLIES AND EQUIPMENT FOR THE COMPTON FIRE DEPARTMENT ($95,000)**

## SUMMARY

This resolution authorizes the City Manager to establish a purchase order in a not-to - exceed $95,000.00 with Life Assist, Inc. for the purpose of re-stocking medications and other needed medical supplies and medical equipment that are used on a daily basis by Fire Department personnel.

## BACKGROUND

The City of Compton Fire Department is mandated to carry a large variety of pharmaceuticals and first aid supplies in order to carry out requests for emergency medical services. The large quantity of supplies used by the Fire Department is directly accredited to the abundant requests for emergency first aid.

## STATEMENT OF ISSUE

The Fire Department solicited three (3) bids for provisions of the services and equipment needed from Boundtree Medical, Dixie Medical Supplies and Life Assist, Inc. Life Assist, Inc. was the only one to respond and provide the City with contract pricing.

Life Assist, Inc. has been the supplier of choice for the City of Compton Fire Department for many years. Their prices and customer service have drawn the Fire Department back to them year after year. Most municipal fire departments in the greater Los Angeles area use this company for the same aforementioned reasons.

## ALTERNATIVE

The Fire department has another medical supplier for the items that are not carried by Life Assist, but they are used infrequently. Life Assist has provided almost all the Fire Department needs in the area of pharmaceuticals and other medical supplies and equipment.

## FISCAL IMPACT

There is no additional impact to the General Fund. Adequate funds for the purchase are allocated in the FY 2015-16 budget in Account No. 1001 690 000 4240.

## RECOMMENDATION

Staff recommends that council approve the attached Resolution

**BRYAN BATISTE, (INTERIM) FIRE CHIEF**
**COMPTON FIRE DEPARTMENT**

**APPROVED FOR FORWARDING:**

**JOHNNY FORD**
**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 LIFE ASSIST, INC. FOR EMERGENCY MEDICAL PHARMACEUTICALS, SUPPLIES AND EQUIPMENT FOR THE COMPTON FIRE DEPARTMENT ($95,000)**

**WHEREAS,** the Compton Fire Department staffs three(3) ALS Paramedic units and two (2) Basic Life Support units along with fire units which provide emergency medical care; and

**WHEREAS**, pharmaceuticals and other medical supplies are needed to supply these units in compliance with the Department of Health Services Policies and Procedures for Pre-Hospital care providers; and

**WHEREAS**, the Fire Department solicited three (3) bids for provisions of the services and equipment needed from Boundtree Medical, Dixie Medical Supplies and Life Assist, Inc. Life Assist, Inc. was the only one to respond and provide the City with contract pricing; and

**WHEREAS,** Life Assist, Inc. provides the necessary supplies and equipment at very competitive pricing, which is in the best interest of the City; and

**WHEREAS,** funds have been allocated in the Fire Department's 2015-2016 Fiscal Year budget in Account No. 1001 690 000 4240.

**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 establish a purchase order with Life Assist, Inc. in an amount not-to-exceed Ninety-five Thousand Dollars ($95,000.00).

**Section 2.** That funds for this purchase order have been budgeted in the Fire Department's 2015-2016 Fiscal Year Budget, Account No. 1001 690 000 4240.

**Section 3.** That a certified copy of this Resolution shall be filed with 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 _____, 2015.

_____
**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 TWO**

I, Alita Godwin, City Clerk of the City of Compton, do hereby certify that the forgoing 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 _____, 2015.

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**

**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 ORDER WITH LIFE ASSIST, INC. FOR EMERGENCY MEDICAL PHARMACEUTICALS, SUPPLIES AND EQUIPMENT FOR THE COMPTON FIRE DEPARTMENT ($95,000)**

***Bryan Batiste*** — **9/21/2015 9:22:47 AM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

**REVIEW / APPROVAL**

***Ruth Rugley*** — **9/30/2015 7:10:32 PM**
CITY ATTORNEY — DATE

***Stephen Ajobiewe*** — **9/30/2015 2:21:36 PM**
CITY CONTROLLER — DATE

***Johnny Ford*** — **9/22/2015 8:00:07 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. |

**October 6, 2015**

**TO:** **MAYOR AND COUNCILMEMBERS**

**FROM:** **CITY MANAGER**

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING IN THE CAPACITY OF HOUSING SUCCESSOR AUTHORIZING THE CITY MANAGER TO INCREASE THE DEFERRED EQUITY LOAN LIMITS PROVIDED TO QUALIFIED APPLICANTS UNDER THE RESIDENTIAL REHABILITATION LOAN PROGRAM**

## SUMMARY

Staff is requesting Council authorization to increase the rehabilitation loan limits provided to qualified applicants under the Deferred Equity Loan program.

## BACKGROUND

Historically, the Former Community Redevelopment Agency of the City of Compton administered the Deferred Equity Loan program under the City's Residential Rehabilitation Program. The Deferred Equity Loan program provides loan assistance ranging from $10,000 to $25,000 to low- income households to correct code violations including, plumbing, electrical and roofing in their homes. However, as a result of the dissolution of the Agency in 2011, pursuant to AB XI 26 the State Department temporarily withheld certain Agency's Bond proceeds set aside to fund the City's housing programs pending completion of an audit of Agency's fund balances.

Pursuant to HSC Section 34176(a), the City Council of the City of Compton (the "City") adopted Resolution No. 23,498 on February 12, 2012, electing for the City to retain the housing assets and housing functions previously performed by the Former Agency, as allowed by law, thereby becoming the Housing Successor. On February 3, 2015, the Council acting in its capacity as the Housing Successor, requested the transfer of the Agency's unspent Tax Allocation Bond Proceeds to the Housing Successor to finance low and moderate income housing developments in the community and pursuant to Resolution No. 2015-005, adopted on March 3, 2015, the Oversight Board approved such transfer.

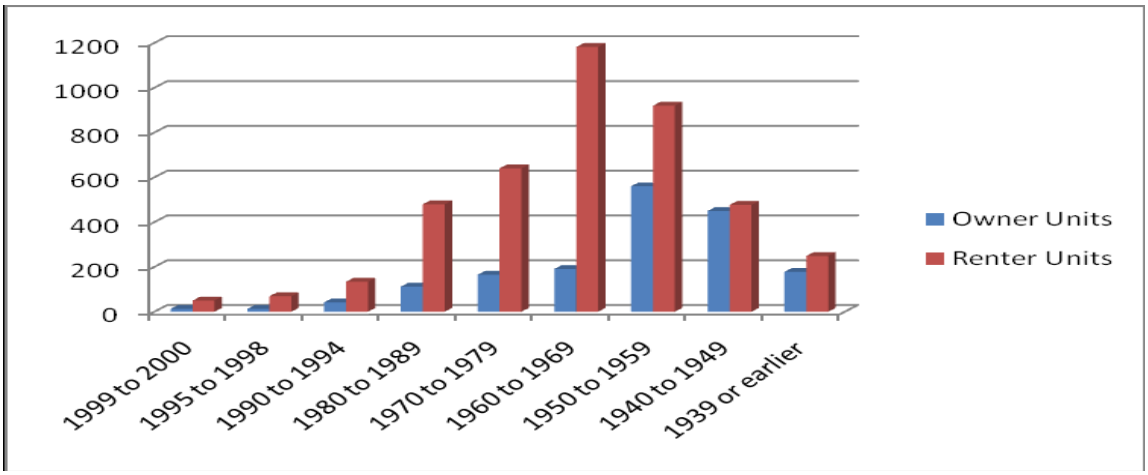
On April 17, 2015, the State Department of Finance (DOF) released the hold placed on Agency bonds thereby permitting the Successor Agency's to resume implementation of several housing programs/projects via the use of the unspent housing bond proceeds. Accordingly, Council, pursuant to Resolution No. 53 also approved the utilization of $2 million in the Successor Agency's adopted fiscal year 2015/16 budget to provide rehabilitation assistance to qualified homeowners.

# #13.

## STATEMENT OF THE ISSUE

In order ensure that rehabilitation loans provided to qualified applicant meet the City/applicant's objective, staff is recommending that the maximum rehab loan amount provided to qualified applicants be increased from $25,000 to $45,000 for several reasons. A housing needs assessment conducted on the state of the City's housing conditions revealed that over 70% percent of the City's existing housing stock is over 45 years old (see graph below). Due to the disproportionate amount of aging and deteriorating housing stock, and given the fact that most of the homes are owned by seniors, and low income families who have limited incomes, the increase in the loan limits would enable applicants to effectively address the overwhelming deferred maintenance and code violations - plumbing, electrical, roofing, windows etc.

**AGE OF HOUSING STOCK**




## FISCAL IMPACT

The proposed increase in the rehabilitation loan limits would have no fiscal impact on the City's General Fund. The amount would be funded out of the Agency's Tax Allocation Bond proceeds identified in account number **3071-910-RRP-4291**

## RECOMMENDATION

Staff recommends that the Council adopt the attached Resolution authorizing an increase in the rehabilitation loans limits provided under the Deferred Equity loan program.

**DR. KOFI SEFA-BOAKYE**
**MANAGER**

**APPROVED FOR FORWARDING:**

**JOHNNY FORD**
**CITY MANAGER**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING IN THE CAPACITY OF HOUSING SUCCESSOR AUTHORIZING THE CITY MANAGER TO INCREASE THE DEFERRED EQUITY LOAN LIMITS PROVIDED TO QUALIFIED APPLICANTS UNDER THE RESIDENTIAL REHABILITATION LOAN PROGRAM**

**WHEREAS,** pursuant to AB X 126 (which became effective in June 2011) the Former Agency was dissolved as of February 1, 2012, and the Successor Agency was constituted, and an oversight board of the Successor Agency (the "Oversight Board") was established. AB 1484 (which became effective in June 2012) amended and supplemented the provisions of AB X 126; and

**WHEREAS,** subsequent to the Dissolution Act, the State Department of California withheld release of the Former Agency's Tax Allocation Bonds (Housing), issued in 2010 to finance low and moderate income housing programs; and

**WHEREAS,** pursuant to HSC Section 34176(a), the City Council of the City of Compton (the "City") adopted Resolution No. 23,498 on February 12, 2012, electing for the City to retain the housing assets and housing functions previously performed by the Former Agency, as allowed by law, thereby becoming the Housing Successor; and

**WHEREAS,** pursuant to Resolution No. 24,084, adopted on February 3, 2015, the City Council of the City, acting in its capacity as the Housing Successor, requested the transfer of the Agency's unspent Tax Allocation Bond Proceeds to the Housing Successor to finance low and moderate income housing developments in the community and pursuant to Resolution No. 2015-005, adopted on March 3, 2015, the Oversight Board approved such transfer; and

**WHEREAS,** on April 17, 2015, the State Department of Finance (DOF) approved the transfer of $9,370,513 of Agency Bond proceeds to the Housing Successor. These funds will facilitate production, preservation and expansion of affordable housing programs in the City for the benefit of low to moderate income homeowners; and

**WHEREAS,** Council, pursuant to Resolution No. 53 approved the utilization of $2 million in the Successor Agency's adopted fiscal year 2015/16 budget to provide rehabilitation assistance to qualified homeowners. These funds would be used to provide residential rehabilitation loans to qualified homeowners under the Deferred Equity Loan program; and

**WHEREAS,** Council has determined that the maximum rehab loan limit of $25,000 provided under the program is not sufficient to effectively and efficiently address the deferred maintenance and code violations cited by the City's Building and Safety Department; and

**WHEREAS,** Council desires to increase the loan limits provided to qualified applicants from $25,000 to $45,000 in order to effectively and efficiently address and correct code violations identified in the City's aging housing stock.

**NOW, THEREFORE, THE CITY COUNCIL, IN THE CAPACITY OF HOUSING SUCCESSOR HEREBY RESOLVES AS FOLLOWS:**

**Section 1**. That the City Manager is authorized to increase the loan limits provided to qualified applicants under the Deferred Equity Loan program from $25,000 to $45,000 in order to effectively and efficiently address the deferred maintenance and code violations.

**Section 2.** That the funding for this expenditure is available in the Agency Account No. 3071-910-RRP-4291

**Section 3**. That a certified copy of this resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, Successor Agency, and City Clerk.

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

**ADOPTED** this_____ day of _____, 2015.

_____
**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 the regular meeting thereof held on the _____ day of _____, 2015.

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

**AYES: COUNCIL MEMBERS-**
**NOES: COUNCIL MEMBERS-**
**ABSENT: COUNCIL MEMBERS-**

_____
**CITY CLERK OF THE CITY OF COMPTON**

**RESOLUTION SIGN-OFF FORM**

**DEPARTMENT:** **Community Redevelopement**

**RESOLUTION TITLE:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING IN THE CAPACITY OF HOUSING SUCCESSOR AUTHORIZING THE CITY MANAGER TO INCREASE THE DEFERRED EQUITY LOAN LIMITS PROVIDED TO QUALIFIED APPLICANTS UNDER THE RESIDENTIAL REHABILITATION LOAN PROGRAM**

***Kofi Sefa-Boakye*** — **9/22/2015 4:28:20 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

**REVIEW / APPROVAL**

***Ruth Rugley*** — **10/1/2015 12:15:14 PM**
CITY ATTORNEY — DATE

***Stephen Ajobiewe*** — **9/30/2015 2:25:17 PM**
CITY CONTROLLER — DATE

***Johnny Ford*** — **9/29/2015 7:56:23 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. |

**October 6, 2015**

**TO:** **MAYOR AND CITY COUNCIL**

**FROM:** **CITY CLERK**

**SUBJECT:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SALES AND MULTI-YEAR MAINTENANCE AGREEMENT WITH HEIDELBERG USA, INC. FOR THE PURCHASE OF A SUPRASETTER A52 GEN III PLATE MAKER PROCESSOR ($156,146.23)**

## SUMMARY

The City Council will consider adopting a Resolution authorizing the City Manager to enter into an agreement to purchase a Suprasetter A52 Gen III Plate Maker Processor at a cost $134,993.23 and a thirty-three (33) month service agreement at a total cost of $21,153.00, payable in quarterly amounts of $1,923.00, with Heidelberg USA, Inc.

## BACKGROUND

In November 2006, the City Council adopted Resolution No. 22,186, which authorized the lease/purchase of a Ripit Film Processor. In 2013, the City's Information Technology Division began a City-wide computer operating systems update with the newer version of Microsoft Windows Seven (7). As a result of the software upgrade, the Ripit Film Processor is not compatible with the Windows Seven (7) operating system and is a chemical-based file processor that contains hazardous materials. This system is obsolete and will not be updated by the Ripit Corporation, thus staff has recommended that a more environmentally suitable chemical-free processor replace the Ripit Film Processor.

## STATEMENT OF ISSUE

In June 2015, staff solicited proposals to provide a digital plate maker, training, and a maintenance and technical support agreement. Proposals were received from the following companies:

| | |
|---|---|
| **Heidelberg USA Incorporated**, Suprasetter A52 GEN III Platesetter, Workflow | **$123,847.00** |
| Fuji Film North America, Dart Thermal 4-up Platesetter & XMF Workflow | $135,244.00 |
| AGFA Corporation, Avalon N4E Platesetter, Workflow Single Autoloader | $128,488.00 |

The proposals were evaluated on their understanding of the Reprographics Division needs, their proven ability to efficiently implement solutions in a similar environment, price, equipment guarantee and the ability to support the equipment. Heidelberg USA, Incorporated is the manufacturer of the equipment and has provided the lowest, most responsive proposal.

## FINANCIAL IMPACT

The total cost for the purchase of the equipment, including taxes and delivery is One Hundred Four Thousand Nine Hundred Ninety Three Dollars and Twenty-Three Cents ($134,993.23). The thirty-three month service agreement totals Twenty One Thousand One Hundred Fifty Three Dollars ($21,153.00), payable quarterly at a cost of One Thousand Nine Hundred Twenty Three Dollars ($1,923.00).

Funds for this expenditure, in the total amount of $156,146.23 are available in the City Clerk 2015-2016 Fiscal Year Budget in Account Number 6200-470-0000-4334.

## RECOMMENDATION

Staff recommends adoption of the attached Resolution.

**ALITA GODWIN, CMC**
**CITY CLERK**

**APPROVED FOR FORWARDING:**

**JOHNNY FORD**
**CITY MANAGER**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SALES AND MULTI-YEAR MAINTENANCE AGREEMENT WITH HEIDELBERG USA, INC. FOR THE PURCHASE OF A SUPRASETTER A52 GEN III PLATE MAKER PROCESSOR ($156,146.23)**

**WHEREAS**, in 2006 the City lease/purchased a Ripit Film Processor, however, in 2013, the City began a City-wide computer operating systems update with the newer version of Microsoft Window Seven (7); and

**WHEREAS**, as a result the of the software upgrade, the Ripit Film Processor used by the Reprographics Division is not compatible with the new Windows Seven (7) operating system and is an obsolete chemical-based file processor containing hazardous materials which will not be updated by the Ripit Corporation; and

**WHEREAS**, in June 2015 staff solicited proposals to provide a digital plate maker, training, and a maintenance and technical support agreement. Proposals were received from the following companies:

| | |
|---|---|
| Heidelberg USA Incorporated | $123,847.00 |
| Fuji Film North America | $135,244.00 |
| AGFA Corporation, Avalon N4E Platesetter | $128,488.00 |

**WHEREAS,** the proposals were evaluated on their understanding of the Reprographics Division needs, their proven ability to efficiently implement solutions in a similar environment, price, equipment guarantee and the ability to support the equipment and it was determined that Heidelberg USA, Incorporated provided the lowest, most responsive proposal; and

**WHEREAS,** the total cost for the purchase of the equipment, including taxes and delivery is One Hundred Four Thousand Nine Hundred Ninety Three Dollars and Twenty-Three Cents ($134,993.23) and the thirty-three month service agreement totals Twenty One Thousand One Hundred Fifty Three Dollars ($21,153.00), payable quarterly at a cost of One Thousand Nine Hundred Twenty Three Dollars ($1,923.00).

**WHEREAS,** funds for this expenditure, in the total amount of $156,146.23 are available in the City Clerk 2015-2016 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 hereby authorized to enter into an agreement to purchase a Suprasetter A52 Gen III Plate Maker Processor at a cost $134,993.23 and a thirty-three (33) month service agreement at a total cost of $21,153.00, payable in quarterly amounts of $1,923.00, with Heidelberg USA, Inc.

**SECTION 2.** That a purchase order is authorized to be issued in the amount of One Hundred Fifty Six Thousand One Hundred Forty Six Dollars and Twenty-Three Cents ($156,146.23).

**SECTION 3**. That funds for this expenditure are available in the City Clerk 2015-2016 Fiscal Year Budget in Account Number 6200-470-000-4334.

**SECTION 4.** That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Controller, City Attorney, City Clerk and Reprographics Division.

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

**ADOPTED** this ____ day of _____, 2015.

_____
**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 to by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2015.

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

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

_____
**CITY CLERK OF THE CITY OF COMPTON**

HEIDELBERG

# Pro Forma Service Contract Invoice



Correspondence to:
Heidelberg USA
1000 Gutenberg Drive, NW
Kennesaw, GA 30144-7028
Phone: 800 437-7388
Fax: 800-841-7765

**Invoice No : 06262015PF**
**Date : 06/26/2015**

**Customer #: 14390230**

**City of Compton**
**205 S Willowbrook**
**COMPTON, CA 90220**

**Heidelberg Partner Program Agreement**

| Item | Description | | Unit | Price USD |
|---|---|---|---|---|
| 10000 | Suprasetter A52 DTL | | Per Month | **$ 300.00** |
| 20000 | CP85 | | Per Month | **80.00** |
| 30000 | Site (Software contract for Prepress Manager 52 with Renderer 52) | | Per Month | **261.00** |
| | | | | |
| | | | | |
| | **Total Amount Due Quarterly** | | | **$1,923.00** |
| | | | | |
| | 33 Month Contract to be Billed Quarterly | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

***Thank you for your business!***

Remit to:
Heidelberg USA, Inc.
P.O. Box 845180
Dallas, TX 75284

HEIDELBERG



DATE 5/28/2015

14390230 CUSTOMER NO.

14390230 CUSTOMER NO.

ProForma INVOICE NO.

BILL TO

City of Compton
205 S Willowbrook
COMPTON CA 90220

SHIP TO

City of Compton
205 S Willowbrook
COMPTON CA 90220

| Date Shipped | Shipped VIA | Sales Contract and Security Agreement No. | Our Order Number | Entered By |
|---|---|---|---|---|
| | | 1153112821 | | Todd A Vanderweyden |

| Item No. | Material No. | Description | Quantity | U/M | Unit Price USD | Amount USD |
|---|---|---|---|---|---|---|
| 10000 | PT.MD3.V000/ | Suprasetter A52 Gen III | 1 | ea. | | **123,847.00** |
| 10400 | MV.053.398 /03 | Retrofit kit A74 punching system HDM | 1 | ea. | | |
| 20000 | ZGGUJ.1006544400 | CP+85 Premium | 1 | ea. | | |
| 30000 | SU45.GRAVITYSTACK | GravityStacker | 1 | ea. | | |
| 40000 | PP.888.0100 | Prinect Prepress Manager | 1 | ea. | | |
| 50000 | PP.888.0040 | Prinect Integration Manager | 1 | ea. | | |
| 60000 | PP.222.0178 | Server T320-S14 | 1 | ea. | | |
| 60300 | PP.222.0173/01 | 19" Monitor P1914S | 1 | ea. | | |
| 60400 | SU45.632111384 | Dell 300GB 10K RPM SAS 6Gbps 2.5in hot p | 1 | ea. | | |
| 70000 | PP.PWF.3DAY | 3 days Prinect Workflow Service | 1 | le | | |
| | | Sales Tax | | | | **11,146.23** |
| | | *Special price based on signing a 3 year Consumables Contract and Service Contract* | | | | **$134,993.23** |

Remit to:
Heidelberg USA, Inc
P.O. Box 845180
Dallas, TX 75284

#14.

#14.

FUJIFILM

June 2015

Proposal Prepared For

# COMPTON CITY



*Images may reflect optional items not contained in this proposal

## Dart Thermal 4-up Platesetter & XMF Workflow

#14.

FUJIFILM

Dart Thermal 4-up Platesetter & XMF Workflow


Customer Contact Info:

COMPTON CITY
205 S WILLIEBROOK AVE
COMPTON, CA 90220-3134

FUJIFILM Contact Info:

Specialist — Steve Greenstein
sgreenstein@fujifilm.com

Account Mgr — Interface1
jquinn@fujifilm.com


## Proposed Equipment:

## Thermal CTP Solutions

### 1 Dart 4300 E Manual

**Features:**

- 16-channel laser diode system in a two bank array providing laser redundancy
- Centering registration system
- Auto calibration every 16 plates to verify power ratings to the plate
- Auto drum-balancing for different plate sizes and gauges
- Separate input and output slots allowing for multiple plate staging
- 830nm external drum imaging system
- Plate throughput = 11 plates per hour (28.5" x 24.2" at 2400dpi)
- Maximum plate size = 32 21/32" x 26"
- Minimum plate size = 12 25/32" x 14 19/32"
- 15mm Head and 12mm Tail Clamp
- Plate gauge support = .006 .008 .012
- Supports 2400 2438 and 2540 dpi

**Includes:**

- Three month manufacturer warranty (includes all parts labor and travel)

**Requires:**

- Power: Single Phase 200-240V, 20 amp, 4.0 kW
- Environment: Recommended 70-77 degrees, 40 -70 percent relative humidity
- Dimensions: 69.7" W x 40.5" D x 46.7" H

**Options:**

- Optional press punching capability (up to potentially four internal press punches)
- Upgradeable to 21pph with a laser diode upgrade

### 1 Powervar For Jav/Dart/FP

**Features:**

- Power conditioner for Javelin/Dart/FinalProof

### 1 Dart 4300 E Installation w/Ecomaxx

**Dart 4300E Installation with EcoMaxx**

**Includes:**

- Installation of device
- Training

## Thermal CTP Solutions - Continued

### 1 Dart 4300 E First Year Preferred w/o Processor CSA

**Dart 4300 E First Year Preferred Customer Support Agreement without Processor**
**Coverage Period Is 9 Months From End of Warranty**
**Includes the following coverage from 8am-5pm, M-F:**

- 100% discount on Labor and Travel Charges
- 100% discount on non-Consumable Parts
- 100% discount on Shipping Charges for covered parts
- 2 Preventative Maintenance Calls at no charge
- 24 hour, 5 day Phone Support (M-F)
- Taskero Remote Monitoring

**Thermal CTP Solutions Sub Total $54,748**

## Plate Handling Equipment

### 1 Dart MA-L4300II for Dart III and 4300 series

**Features:**

- Dart 4300 MAL Cassette Autoloader
- Multi-cassette system
- Three cassettes come standard three cassette maximum
- 100 plates and interleaf capacity per cassette maximum 300 plates on-line
- Automatic interleaf removal
- Supports a minimum plate size of 12' x 14 9/16
- Supports: Dart 4300 E & 4300 S including models with small plate and/or 12mm clamp option

**Includes:**

- Three month manufacturer warranty (includes all parts labor and travel)

### 1 Dart MAL Installation

**Dart MAL Installation**
**Includes:**

- Installation of device
- Training

### 1 Dart MAL First Year Preferred CSA

**Dart MAL First Year Preferred Customer Support Agreement with Processor**
**Coverage Period Is 9 Months From End of Warranty**
**Includes the following coverage from 8am-5pm, M-F:**

- 100% discount on Labor and Travel Charges
- 100% discount on non-Consumable Parts
- 100% discount on Shipping Charges for covered parts
- 24 hour, 5 day Phone Support (M-F)
- Taskero Remote Monitoring

## Plate Handling Equipment - Continued

**1 Nita PROLESS 36' Plate Stacker**

**Plate Handling Equipment Sub Total $42,696**

## Workflow Solutions

**1 XMF Workflow by Fujifilm - v6 - 4up**

**Features:**
- Core JDF Architecture
- Adobe PDF Print Engine RIP (APPE)
- Unlimited Mac & PC Workflow Clients Including Imposition
- Integrated Imposition with JDF Folding Library
- Adobe In-Rip Trapping with Zonal Trap Plug-In
- Integrated Enfocus Preflight Profiles and Action Lists
- PDF Page Box Editing and Page Splitting Capabilities
- 3D Viewer, Single Page and Imposition Viewers
- XMF Job Archiving
- Flexible Workflow Automation using Templates
- Ink Management of Special Colors, Global and Job Level
- One High Resolution Export Driver
- One Low Resolution Export Driver
- Fujifilm Co-Res Advanced Screening
- DVD and Dongle

**1 XMF Additional 4up LR Output Driver**

**Features:**
- Adds additional Low Resolution 4up Driver to XMF

**1 XMF 2up LR Output Driver**

**Features:**
- Adds 2up Low Resolution Proofer Driver to XMF

**1 XMF Parallel Converter Kit**

**Features:**
- Interface for Fujifilm Javelin and Dart CTP

**Includes:**
- Interface Box
- PIF Cable
- 100ft CAT6 Network Cable

## Workflow Solutions - Continued

### 1 XMF Central Server Gen4 2650V2

- One (1) Server Pedestal Chassis with Single 600W Power Supply
- Eight (8) drive bays
- One (1) Intel Dual Socket S2600 Server Motherboard
- One (1) Intel Xeon E5-2650V2 Processor – 2.6GHz 8 Cores
- 32 Gigabytes DDR3 1600GHZ Memory
- 4 x 8 Gigabyte DIMMs
- Quad-channel Memory
- One (1) 120GB Intel Solid State SATA Disk Drive for OS
- Five (5) 1TB, 10K Western Digital VelociRaptor Disk Drives
- 1.8 TB RAID 0+1 (Stripe and mirrored)
- Fifth drive assigned as hot spare
- One (1) LSI RAID Eight Channel Controller with Battery Backup
- Four (4) Intel 10/100/1000 Copper Gigabit Embedded on MB
- One (1) Dual Layer DVD +/- RW drive
- One (1) Logitech USB mouse and keyboard
- One (1) 21.5” ASUS LCD display (1920 x 1080 resolution)
- One (1) Microsoft Windows 2012 Server 64-bit OS with media
- One (1) Acronis True Image Recovery Software – Server Edition
- 48 Hour burn in and stress test at factory
- 24 x 7 phone support for hardware and operating system
- Three Year parts and labor warranty

### 1 XMF PC Hardware/Software Integration

**Features:**

- NEW XMF System setup.

**Includes:**

- Installation/configuration of XMF components into customer production environment.
- MANDATORY with ALL NEW XMF System sales.

### 1 XMF Integration of InkJet Engine

**Features:**

- Integration of InkJet Engine Driven by XMF at time of Workflow implementation.

**Includes:**

- ONE - IJ Engine setup and pleasing color ColorMatch.

**Requires:**

- PSG XMFA

**Options:**

- PSG ICMA for additional pleasing ColorMatches on same visit.
- ColorPath SYNC DLP for critical Color matches using approved IJ engines. Please consult wth PSG team.

## Workflow Solutions - Continued

### 1 XMF OnSite Workflow Operator Training

**Features:**
- Base implementation of XMF configuration.
- Allows for 3 consecutive days on-site behind XMF System setup.

**Includes:**
- Functional operator training of XMF System for up to 3 operators trained concurrently at time of initial delivery.

**Requires:**
- PSG XMF

**Options:**
- PSG XMFIJ
- PSG XMFP
- PSG XMFE

### 1 XMF Workflow by Fujifilm - Annual Customer Support Agreement

**Includes:**
- Toll-Free Phone Support, M-F, 7:00am - 7:00pm (DST)
- Remote Access Support
- All Point and Version upgrades made available during Coverage Period

### 1 XMF Followup Visit System Workflow Training

**Follow-up Visit XMF System Workflow Training**

| | |
|---|---|
| **Workflow Solutions Sub Total** | **$37,800** |

| | |
|---|---|
| **Grand Total** | **$135,244** |

## Acceptance

NOTE: Freight charges, sales taxes (if applicable), and installation costs, unless included in the proposal, will be determined at the time of delivery, and shall be paid by Purchaser to FNAC within 30 days after installation of the Equipment.

The Pricing on this proposal will be valid for thirty days from the date printed on this proposal. All specifications are believed to be accurate, but are subject to change without notice.

This proposal is for discussion purposes only, and is subject to and contingent upon the mutual execution of a formal written agreement satisfactory to all parties which contains all material business terms. Neither party shall be bound unless and until such formal written agreement is mutually approved and executed.

| | COMPTON CITY | | FUJIFILM North America Corporation (FNAC) |
|---|---|---|---|
| By: | _____ | By: | _____ |
| Title: | _____ | Title: | _____ |
| Date: | _____ | Date: | _____ |

# Leasing Options

Fujifilm has relationships with several leasing and/or financing companies as to enable you to acquire the equipment you need. Our leasing relationships may assist you in securing competitive rates and optimum financial benefits for you.

The figures noted below are based on current rates excluding freight and optional service contracts. They are sample lease rates only to illustrate the options that may be available to you. Actual rates are subject to change without notice.

Contact David Stearns at (847) 458-0191 for current rates and leasing programs being made available for Fujifilm customers.

| | |
|---|---|
| Amount Financed: | $135,244 |

## Finance Lease

| Term | Monthly Payment |
|---|---|
| 36 Months | $4,274 |
| 48 Months | $3,294 |
| 60 Months | $2,705 |

**June 2015 Rates**

- Rates will fluctuate and become fixed on the Equipment Acceptance Date
- Subject to Credit Approval
- Financing estimates do not include local fees and/or taxes
- $1 Purchase Option on all leases
- Not including "Optional Equipment" proposed

FUJIFILM



# Optional Items

## Workflow Solutions

**1 XMF Additional 4up LR Output Driver** **$825**

**Features:**

- Adds additional Low Resolution 4up Driver to XMF

**1 XMF CIP4 to Press Export Option** **$4,900**

**Features:**

- CIP data export for automated ink key set-up at press

**Requires:**

- Press must be capable of accepting CIP data
- Implementation of CIP3/4 Option - PSG-XMFP

**1 XMF Native File Archive Option** **$4,350**

Enables XMF archive feature to include native desktop application files within the XMF job archive.

The options listed above are not reflected in the total proposal package price listed in the previous pages

FUJIFILM #14.

# XMF Workflow

## PRODUCT BROCHURE

Intelligent workflow technology for today and tomorrow




FUJIFILM WORKFLOW xmf Workflow

# XMF Workflow

**Workflow is a crucial function at the heart of any print operation, whether offset, digital or a combination of both. XMF Workflow is a powerful and flexible production hub that is built around PDF and JDF technologies to offer a rich set of capabilities in pre-flighting, color management, imposition and screening for a variety of output devices that include platesetters, digital presses and Fujifilm's J Press 720 digital inkjet press.**

One of the most comprehensive workflow platforms for managing integrated production, XMF Workflow has been designed to meet the production demands of sheetfed, web, and digital print companies. Based on Adobe's PDF Print Engine (APPE), XMF Workflow has, from its inception, led the way in combining the creative depth of Adobe's Creative Suite applications with streamlined print production. XMF Workflow brings together Fujifilm's expertise in color, imposition, and workflow production to allow printers to increase efficiency and productivity while maintaining high-quality production at all times.

## Built for speed and efficiency

XMF Workflow has tools to improve efficiencies throughout your business, handling complex PDFs with ease. Using Fujifilm's 'Pure PDF' implementation of the Adobe PDF Print Engine, XMF Workflow ensures that supplied files can be processed extremely quickly. And, because XMF Workflow uses the latest Adobe technology, keeping up with applications is simple.

## Built for automation and flexibility

Although easy to use, with a 'one screen' production window, XMF Workflow provides complete control and flexibility in production. And, with its JDF foundation, XMF Workflow is able to link easily to MIS systems, reducing job preparation time as well as providing real-time cost data. All the functions you would expect in a workflow are available in XMF Workflow – pre-flighting, trapping, and, of course, color management, all alongside Fujifilm's advanced imposition functions.

## Built for digital and offset

The XMF Workflow suite of solutions provides true cross-media capability. With the ability to prepare a PDF for either CTP or digital output at the click of a mouse, XMF Workflow automatically applies the appropriate imposition, color management and screening settings, maintaining data integrity and color consistency throughout. XMF Workflow also allows for sections to be output to digital presses for proofing purposes.

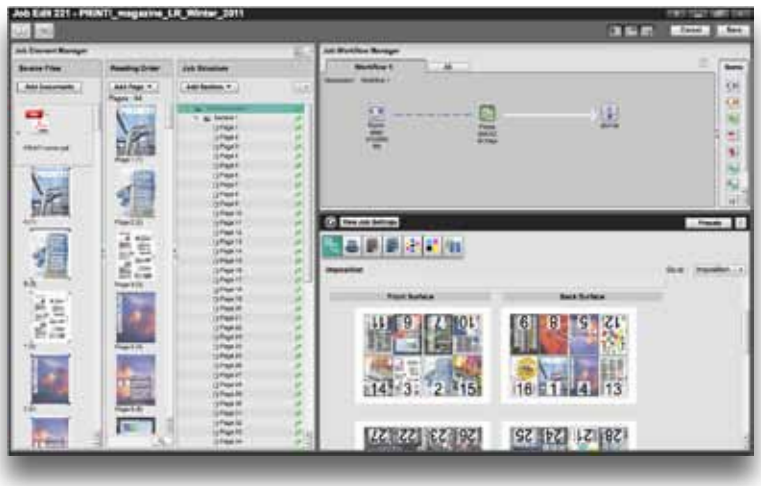
## Built to help you add value

Adding new services is key to retaining and gaining business. XMF Workflow enables you to create 3D digital mock-ups, complete with the ability to turn

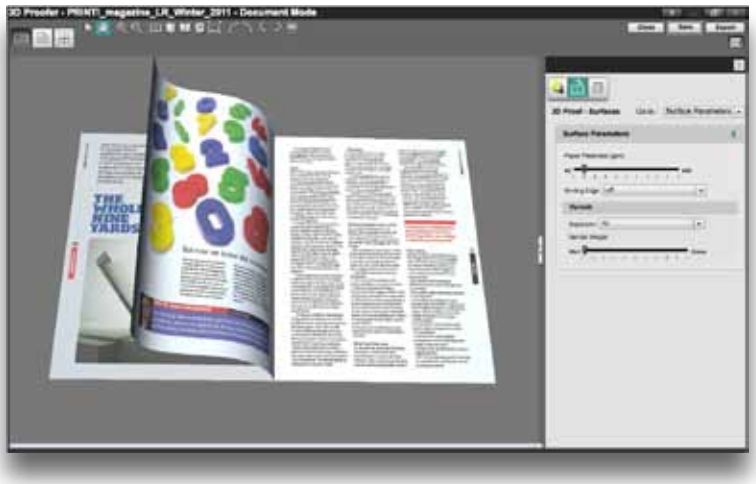




*XMF Workflow supports both offset and digital presses, including Fujifilm's J Press 720 B2 inkjet model.*



*The 'one-screen' interface allows the user to define proofing and printing workflows, to view job content and structure, and to set up and preview impositions.*



*The 3D proof in XMF Workflow is created from the JDF imposition and rendered production files, giving the most accurate preview of content and form.*

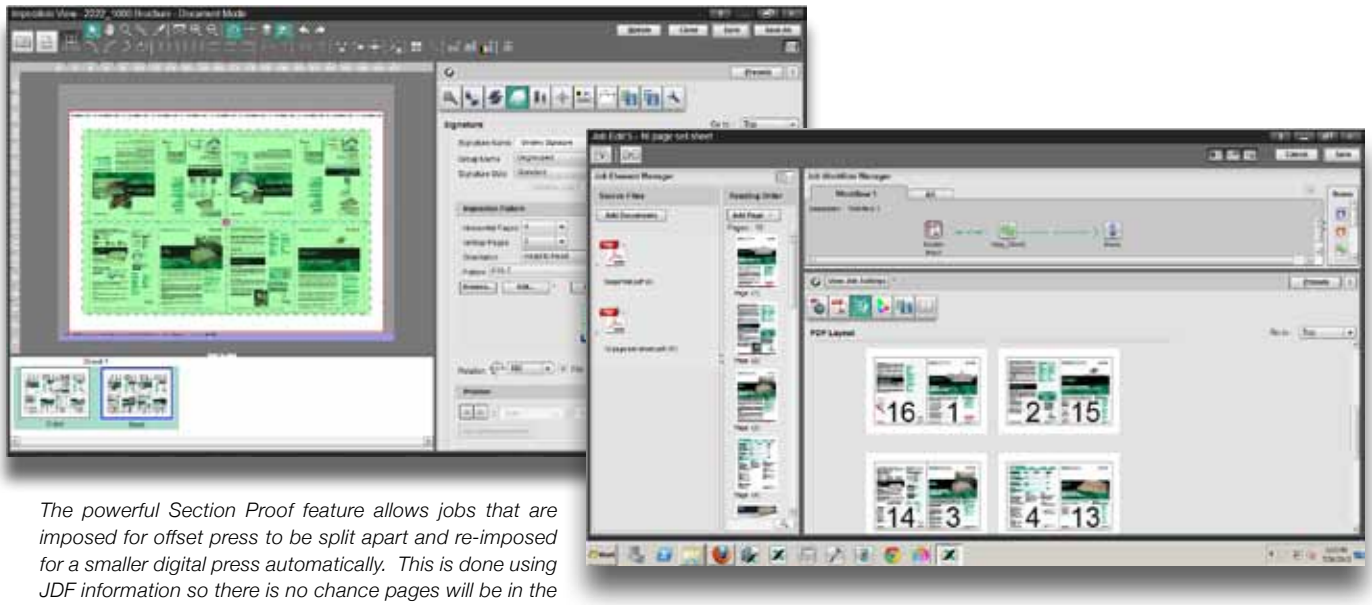
virtual pages in the viewer, showing the effects of different paper types, and allows you to send these as stand-alone 3D virtual proofs to clients. The 3D mock-ups are created from APPE-rendered pages and the production imposition scheme and are therefore as close a representation of the printed product as you can get without actually putting ink on paper. Also, the optional XMF Workflow Remote module adds powerful web browser-based online job submission, previewing, annotation, and approval. This enables you to expand the range of remote services you offer your customers, speeding up job hand-off, review, correction, and sign-off.

## Built to reduce costs

Not only does XMF Workflow increase efficiency, but it can also reduce costs. Its intuitive, easy-to-use interface requires very little training, saving both time and money. And, its support for unlimited Mac and PC workflow clients allows unlimited imposition clients without having to pay for additional user licences.

## Built to last

Because XMF Workflow is built exclusively around the latest-generation APPE using Fujifilm's 'Pure PDF' approach, it is considerably more efficient at handling the increasingly complex PDF files that both current and future creative applications will produce. This is complemented by integral JDF support, which delivers enhanced communication between applications, pre-press, press, and finishing equipment as part of an information-rich production environment, bringing full visibility of job progress and costs. XMF Workflow is also highly scalable, with the ability to add multiple additional servers to support growing production facilities or customer demand. Together, these factors make XMF Workflow a sound investment in the future of your print production.




*The powerful Section Proof feature allows jobs that are imposed for offset press to be split apart and re-imposed for a smaller digital press automatically. This is done using JDF information so there is no chance pages will be in the wrong sequence from offset forms to digital press proofs.*



# XMF Workflow at a glance

XMF Workflow combines key industry-standard and Fujifilm-specific technologies to deliver a comprehensive workflow with a wide range of advanced capabilities as standard. Key components and capabilities of XMF Workflow include:

| | |
|---|---|
| **Adobe PDF Print Engine** | XMF Workflow is based on Adobe's native PDF rasterizer, which is capable of rapidly processing the most complex PDFs with ease. |
| **Pre-flighting** | XMF Workflow can pre-flight and automatically correct common PDF errors as files enter the system. |
| **Color management** | XMF Workflow incorporates advanced standalone color capabilities and XMF ColorPath Organizer, a gateway to the XMF ColorPath cloud-based color management system. |
| **Trapping** | XMF Workflow employs Adobe in-RIP trapping for automatic application of advanced trapping optimized for each output device. |
| **XMF Workflow Impose** | XMF Workflow applies sophisticated imposition as appropriate for digital, sheet-fed and web offset printing. |
| **Section proofing** | XMF Workflow offers the ability to use digital presses to create physical mock-ups of offset print jobs. |
| **3D proofing** | XMF Workflow can generate 3D proofs from APPE RIPped data that can simulate different stock, finishing and folding options. |
| **JDF Connect** | XMF Workflow provides an open interface to MIS systems that allows automatic job creation directly from MIS. |
| **DFE JDF integration** | XMF Workflow supports open connectivity with the digital front-ends for a variety of digital print systems. |

Adobe® PDF Print Engine

JDF WORKS

**Please contact FUJIFILM for further information.**

FUJIFILM
expect INNOVATION™
FUJIFILM North America Corporation
Graphic Systems Division

contactgraphics@fujifilm.com
phone: 800-877-0555
www.fujifilmgraphics.com

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xmfworkflow_r1

AGFA

Agfa Corporation



**Prepared by Benjamin Richard**

**For**

***City of Compton***

N4 Manage

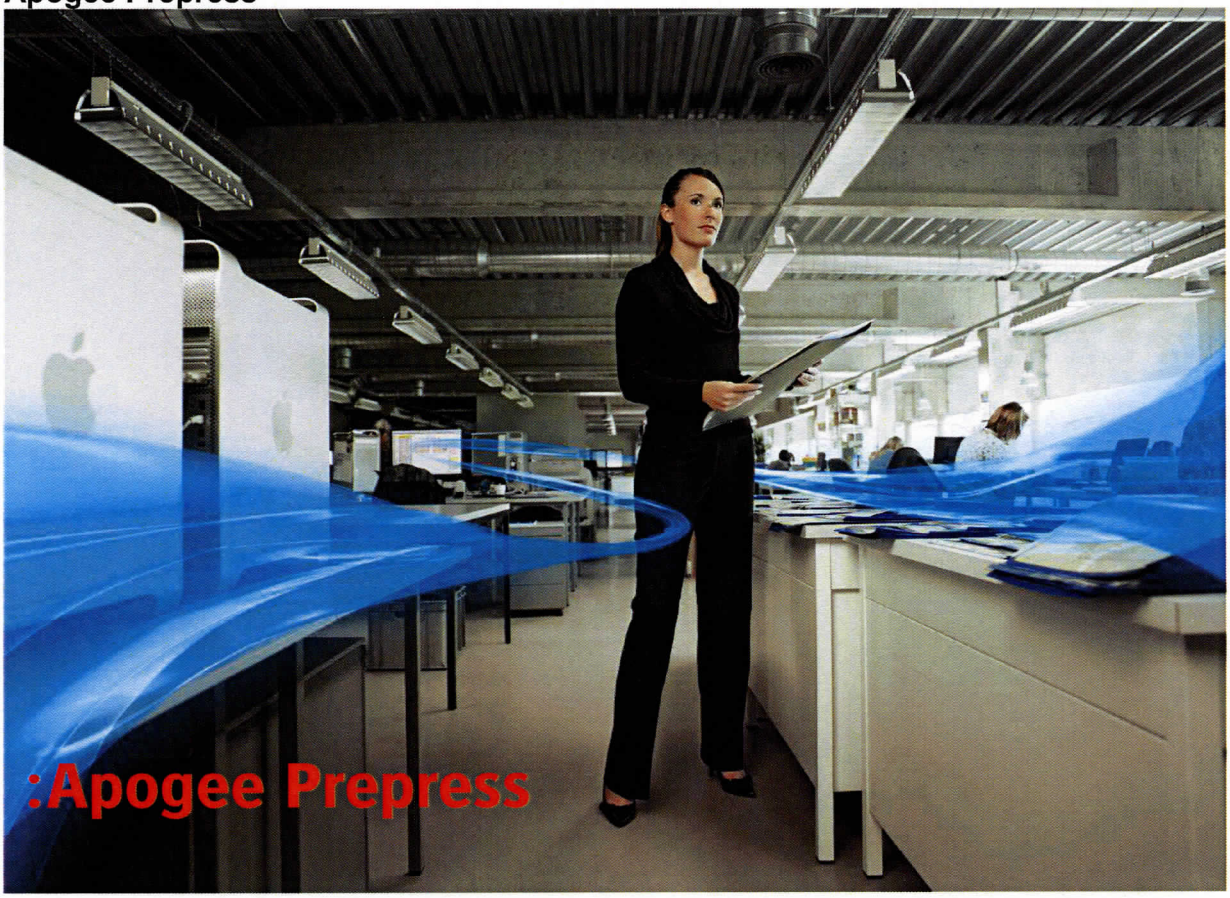


Agfa Corporation, 611 River Drive, Elmwood Park, NJ 07407-1325

www.agfagraphics.com

#14.

## Apogee Prepress

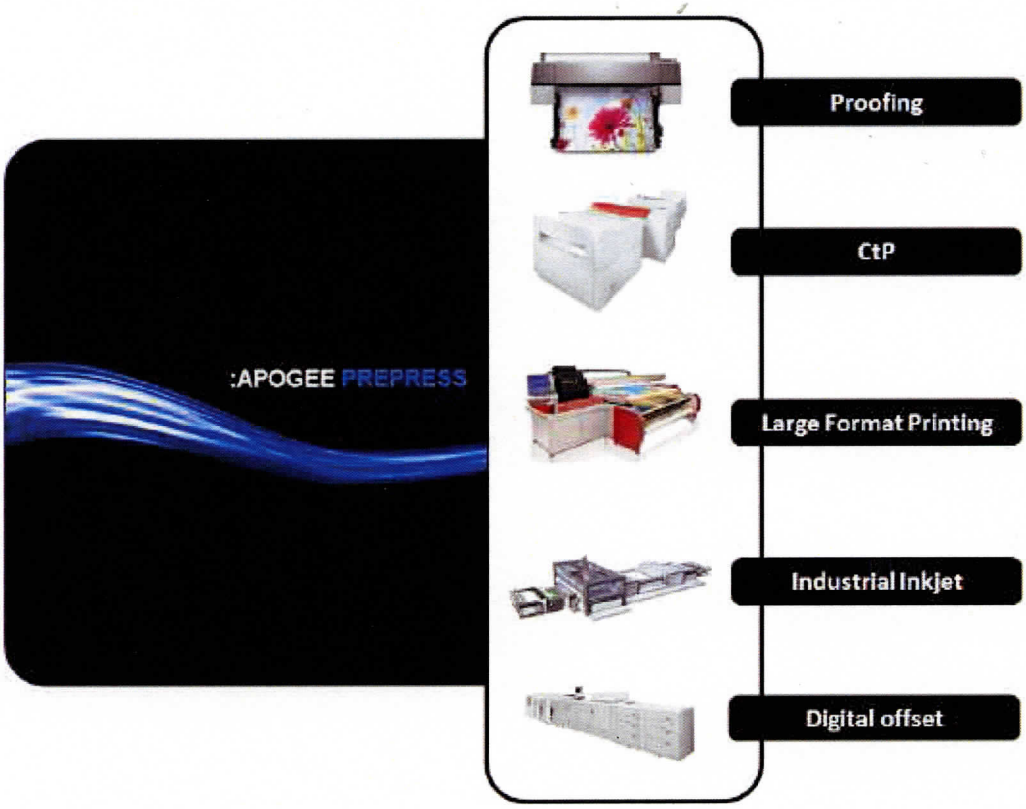



### Unique Selling Points

- Integrated functionality in one prepress solution
- Unmatched control over prepress jobs.
- Extensive connectivity to prepress, press and post-press equipment.
- Controlled automation.
- Ease of managing the whole production system.
- Flexible upgrade path.

**Target Customers**

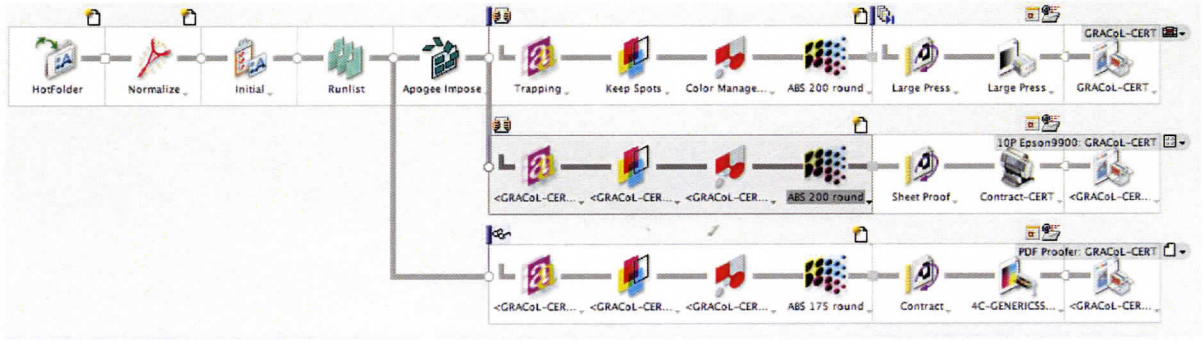
:Apogee Prepress is designed for service bureaus, prepress companies, small to large commercial and packaging printers, and print production plants. :Apogee Prepress allows them to make customer files print-ready for a variety of output devices such as proofers, CtP engines and digital presses.




**Customer Benefits**

More quality The integration of the Adobe PDF Print Engine (APPE), which allows PDF files to be rendered natively. This eliminates the need to flatten transparent artwork upfront, and enables a more efficient and reliable end-to-end PDF workflow. The Adobe PDF Print Engine ensures that what appears on-screen is what gets printed on paper. Additionally :Apogee Prepress includes other solutions that ensure the best possible and economical print production. These solutions include :Sublima screening, the Color Quality Manager enabling Smart Input Space Recognition, press repurposing, press validation, press calibration and color management tools. And last but not least, :InkSave to save on production costs and to increase stability in print. These solutions work together to give :Apogee Prepress the functionality printers need to meet and exceed the quality demands made by their designers and publishers.

**#14.**




Full control through flexible production plans.

**A scalable system**

:Apogee Prepress can easily scale to meet the customer's throughput and functional requirements.

**:Apogee Prepress base products and enhancers**

The modular design and open architecture enables :Apogee Prepress to adapt and meet the customer's changing production requirements. Through a flexible licensing system additional workflow enhancers are easily added whenever desired.

**Three base products**

**Apogee Render**

:Apogee Prepress is the base product, providing out-of-the-box high resolution rendering functionality. Through enhancers, this product can be scaled all the way up to an :Apogee Integrate.

**Enhancers**

Enhancers are packages which contain additional functionality to "power up" the high resolution base product with more control, automation and job management features. Other Enhancers are available to expand the output format, add proofing and imposition functionality, add output capacity, and much more.

**A la Carte Options**

In addition to the Enhancers, which in most cases are a bundle or a package of several options; you still have the ability to offer individual options. These options are referred to as the "A la carte" options.

## Your Workflow Solutions will have the following features

### Comprehensive Job Tickets - Production Plan - MultiFlow - Multi Part

Provides a single job ticket that graphically describes all required processing steps for a job, from PDF creation, preflighting, to imposition and trapping; from page proofing to content proofing, to final output on any of the supported computer to plate systems. Multi Part Job workflow is a new way to create and process jobs with different parts (for example cover & body) that require different processing. Easy setup and simplified viewing and filtering make the Multi Part Job functionality a powerful tool to process, control and adjust the most complex jobs in no time.

### Ten :Apogee Prepress Client Licenses

Enables Ten operators to logon to :Apogee Prepress simultaneously to create and submit Job Tickets, manage jobs, track jobs, or manage the :Apogee Prepress System. Options are available to extend the number of clients.

### Hot Tickets

Contain Production Plans for true hands-off productivity

### Job Tracking & Management

Easy-to-use tools lets you monitor the progress of a job and interact with it to either hold, resume, delete, change its priority, approve/reject, perform remakes.

### PDF Creation

Industrial strength Normalizer creates high quality, production ready PDF files.

### :Apogee Impose

With :APOGEE Impose, which is fully integrated in :APOGEE Prepress, an imposition layout is now made in a quick, intuitive and simple way. From now on, the time-consuming process of switching to external imposition software is history. Apart from saving time, this will also minimize errors, caused by redundant data entries. With :APOGEE Impose, the prepress process is faster and more intuitive – the time gained is particularly evident when parameters, such as number of pages, color, sheet format or press, are changed several times within the process of handling one job.

**PDF Export**

The PDF Export module will allow you to use the Apogee system to convert all incoming PS and PDF files into usable PDFs that can then be sent on to a customer for review or to be exported to a digital press or other system. This again will assure you that only PDFs that are made to the same standards are used throughout the process.

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**In-Render Trapping (IRT)**

Provides automated hands-off trapping of pages or signatures.

---

**Hardcopy Proof**

The Hardcopy Proof module will allow you to drive qualified HP and Epson Proofers directly from Apogee without the need for another RIP sitting in front of your proofing system. This means that the SAME Render Engine that makes your proof will also make the plates assuring you that the file continuity is intact from start to finish.

---

**Screening**

**:Agfa Balanced Screening (ABS) - Standard in all Apogee Systems**

*This screen is a conventional halftone screening system which maximizes the press results. It is a noise free screen containing smooth tonal gradations and tints. Each 4-color screen is balanced to eliminate moiré patterns, which improves the print quality. ABS-screens can also be set for flexographic, conversion gravure and standard offset presses.*

***:Sublima** 200 comes Standard in Apogee systems*

---

**Optional Screening**

***:Sublima*** *Most advanced screening on the market. Its cross-modulated (XM) screening technology is designed to dramatically improve print quality with no extra effort on press.* ***:Sublima*** *is the best of both worlds!*

***:Cristal Raster*** Agfa Graphics' Frequency Modulated (FM) screening technology. It's a stochastic screening method that gives tones and colors extra definition, for photo-quality results.

---

**Raster Preview**

**Version Compare Window** immediately displayes any misalignments or shifted onjects across versions, especially when those versions share a set of common plates.

**Color Managed Raster Preview –** Raster Preview enables a user to display the rendered data (the digital fil or 1-bit TIFFs) on a monitor. In other words, the user can view the digital film and check on screen what will later be imaged on plate. Raster Preview shows the thumbnails as a quick reference and enables zooming in to the bitmap level of the digital film. As it is properly color managed, users can be sure that if it is wrong on the monitor, it will be wrong on plate. Users can also check line screens and angles, overprints/knockouts, densities, and trapping accuracy. Raster Preview is a quality control and waste reduction tool, because errors are caught before consumable materials are used.

**Front & Back Preview –** The Front and Back Preview functionality allows the user to have a view on the content of the front and the back simultaneously. In no time, the user will see if all signature elements align properly from front to back, and if images or other design elements from one side

---

**Scalable architecture**

:Apogee adapts to meet your throughput needs. A flexible licensing system enables you to add additional processing functionality and capacity to meet changing production requirements. Once scaled, built-in fault tolerance provides additional security and minimizes down-time in the event a server platform or hard disk failure.

---

**On - Site Training**

All Apogee systems come with on-site training instead of classroom. This way the files you use will be yours, with real world issues and problem resolutions to what you encounter every day. The onsite training is customized to the Apogee system that has been purchased. Training and system configuration is included.

---

#14.

**TKS Platform Server**

One server platform is included in this proposal. This is an HP ML 350E server with Windows 2008 operating system, 16 GB of RAM, 4 – 300GB Raid 5 drives. Installation and configuration included. Comes with HP 3 yr warranty coverage.

# Avalon N4 E



*:Avalon N4 brings today's commercial and packaging printers the high-quality digital plates they need to stay competitive. Whether you require the highly productive :Avalon N4-10 S or the cost-effective :Avalon N4-10 E, you are assured of a winning combination of exceptional imaging and rock-solid reliability*

### High Quality Thermal Imaging

The Avalon N4 E system uses industry standard 830 nanometer laser imaging. This assures you that you have choices in plate vendors and plate technologies.

### Daylight Operation

As with all Agfa Thermal platesetters you will enjoy the benefit of a Full daylight system allowing you no special rooms, lights of room enviroments. **2 systems are being proposed, SEMI AUTO, and SINGLE AUTOLOADER**

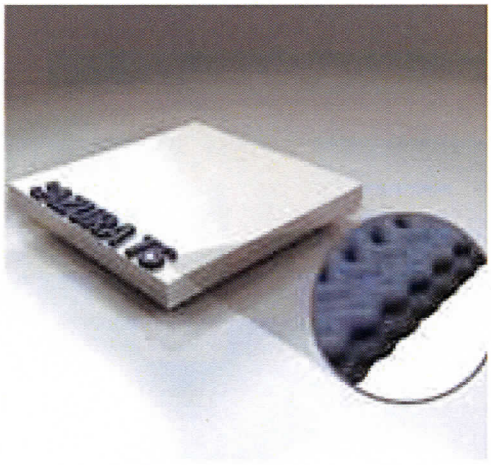
### Redundant Imaging Technology

The Avalon N4 E uses 16 Laser Diodes to image the plate. These 16 lasers work in combination of Odd and Even imaging channels to write the image on the plate. Automatic self calibration is done every 16 plates. Should a laser need adjustement, the system will do it for you with no intervention by the operator. If a laser should ever fail, the system will warn you ahead of time and will continue operation at reduced output speed.

### In Line Press Registration Punches

Your system can be enhanced to have Press Registration Punches installed to match your press. The punches are optional and can be added at any time.

#14.



# :Azura TE

*Agfa's :Azura TSEis a thermal, negative working plate for low/medium volume commercial printing where simplicity, robustness and reliability are important. It provides the high quality imaging you'd expect from a thermal system, without chemical processing. Elimination of chemistry removes all process variables and simplifies platemaking, giving you clear, consistent results. :Azura TE users benefit from one of the simplest, most reliable and predictable CtP technologies ever created.*

***No process variables***

:Azura TE is an easy addition to any workflow. Because it uses no chemical processing, it is safer, simpler and more consistent for everyone to use. And it provides the convenience of daylight handling, to fit in to any prepress environment.

**No special press room handling**

:Azura TE works with most existing pressroom chemistries, so there may be no need to change inks, fountain solutions, or alcohol substrates. It prints directly from its electrochemically grained and anodized aluminum substrate, giving you a wider printing latitude.

**High-quality results on press**

:Azura TE provides 2-98% dpi screen tints at 200 LPI depending on imaging conditions yielding excellent results on press. It also gives you up to 100,000 impressions dependent on printing conditions for high productivity.

**How :Azura TS Works...**

During imaging, Thermofusable particles within :Azura TS are fused together by the thermal laser to create an image. A physical process then bonds the image to the substrate, with absolutely no chemical processing involved. A dedicated cleaning unit uses gum to finish the plate and clean the un-fused areas, leaving a press-ready :Azura TS plate.

***Configuration Deliverables:***

| | | | |
|---|---|---|---|
| ○ | | Product Name | ABC |
| ○ | 1 | Avalon N4-14 E (Azura TE) | |
| ○ | | AV N4-14E | 0T5ZW |
| ○ | 1 | Semi Auto - N4 - Azura TE | |
| ○ | 1 | Apogee Manage | |
| ○ | | AP RENDER | E7YWS |
| ○ | | AP ENHANCE TO CONTROL | E7YXU |
| ○ | | AP ENHANCE TO MANAGE | E7YYW |
| ○ | | AP 4-UP LICENSE | EK630 |
| ○ | | AP HARDCOPY PROOFING | E7ZEV |
| ○ | | AP RASTER PREVIEW | EMZBU |
| ○ | | AP IMPOSE 1 CLIENT LICENSE | E94MA |
| ○ | | AP IN-RENDER TRAPPING | EK691 |
| ○ | 1 | (L3E3S) ML350e Gen8 Server TKS Apogee - entry level | |
| ○ | | US ML350e Gen8 1.8GHz 2GB DVD-RW | 740897-B21; 740897-B21#ABA; 701837-L21; 713975-B21; 624192-B21; 698529-B21; 725895-B21; 738655-B21; 656362-B21; 738661-B21; C7536A; AF596A; ZU706A |
| ○ | | MS WS12 R2 Std FIO Npi E/F/I/G/S SW & MS WS08 R2 DG STD FIO Npi E/F/I/G/S SW & MS WS12 CAL 5DEV en/fr/es/xc Lic | 755997-B21; 717566-B21; 701607-DN1 |
| ○ | | English | 000001-LNG |
| ○ | | HP ML350e Gen8 v2 E5-2403v2 Kit, HP 2GB 1Rx8 PC3L-12800E-11 Kit & HP 460W CS Plat Ht Plg Pwr Supply Kit | 701837-B21; 713975-B21; 656362-B21 |
| ○ | | HP 2GB 1Rx8 PC3L-12800E-11 Kit | 713975-B21 |
| ○ | | HP 2GB 1Rx8 PC3L-12800E-11 Kit | 713975-B21 |
| ○ | | HP 2GB 1Rx8 PC3L-12800E-11 Kit | 713975-B21 |
| ○ | | HP 2GB 1Rx8 PC3L-12800E-11 Kit | 713975-B21 |
| ○ | | HP 2GB 1Rx8 PC3L-12800E-11 Kit | 713975-B21 |
| ○ | | HP 2GB 1Rx8 PC3L-12800E-11 Kit | 713975-B21 |
| ○ | | RAID 5(4 LUN s) AGFA (US Only) | 999203-TKS |



Agfa Corporation, 611 River Drive, Elmwood Park, NJ 07407-1325

www.agfagraphics.com

**#14.**

| | | | |
|---|---|---|---|
| ○ | | 300GB 10k SAS 6G 2.5in SC ENT HDD | 652564-B21 |
| ○ | | 300GB 10k SAS 6G 2.5in SC ENT HDD | 652564-B21 |
| ○ | | 300GB 10k SAS 6G 2.5in SC ENT HDD | 652564-B21 |
| ○ | | 300GB 10k SAS 6G 2.5in SC ENT HDD | 652564-B21 |
| ○ | | HP USB BFR-PVC US Keyboard/Mouse Kit | 631341-B21 |
| ○ | | HP EliteDisplay E231 23-In LED BL Mnt US | C9V75AA#ABA |
| ○ | | HP 3y Nbd ML350e FC SVC | U2FT7E |
| ○ | | HP 1.83m 10A C13-UL US Pwr Cord, HP 1.83m 10A C13-UL US Pwr Cord | AF556A; AF556A |
| ○ | | HP iLO Essentials incl 3yr TSU 1-Svr Lic | BD774A |
| ○ | | AGFA-APOGEE X Starter Kit | 345888-B21 |
| ○ | 1 | N4 L100 | |
| ○ | | N4 L100 | E9NZ4 |

*Prices*

| | |
|---|---|
| *CTP and Workflow as listed above* | Included |
| *Installation/Training* | Included |
| *Service Contract/Warranty* | 1 Year Included |
| *Software Contract WCC* *** | 1 Year Included *** |
| *Delivery* | ***Freight to be added*** |

| | |
|---|---|
| *Net Sales Price* | $108.488 SEMI AUTO |
| *Net Sales Price* | $128.488 SINGLE AUTOLOAD |

This offer, posted on 5/22/2015, is valid for one month. After this date, Agfa Corporation reserves the right to evaluate the system and to change the offer accordingly.

***AGFA WILL EXTEND THE WCC (Software Contract) TO 3 YEARS AT NO ADDITIONAL CHARGE

***Workflow Care Contract (WCC)

When you combine a Workflow Upgrade Contract with a Workflow Support Contract Agfa calls this the "Care" package as it takes "care" of all your prepress upgrades, support and installation for One to Five years. In addition, its loyalty advantage offers you the best price to keep your :Apogee Prepress System maintained and your prepress staff supported when production application challenges arise. A further advantage is Agfa is now able to offer flexible billing methods on a monthly, quarterly or yearly basis as it best suits your cash flow model.

**The Workflow Care Contrcat will cover all Telephone support, all remote Dial-in diagnostic support, all Point upgrades and all version upgrades for the period of coverage accepted.**

## terms

40% Down Payment with a signed Agreement
30% Due on prior to shipping.
30% Due on Acceptance.
Or
Purchase Order from an approved leasing company.
Along with a signed Pitman Sales Agreement.

## delivery

The present estimated lead time is 90 days following credit approval. A precise delivery schedule will be obtained after receipt of your order and you will be notified accordingly. **Any additional special rigging costs are the responsibility of the customer.**

## freight charges

All transportation costs are borne by the customer, F.O.B. manufacturer. Pitman may invoice customer separately for freight. Air Freight is available at an additional expense.

## installation

Installation excludes on-site electrical or plumbing work. During installation, any upgrades or enhancements requested by the customer or any unforeseen upgrades discovered and deemed necessary by the manufacturer or Pitman shall be at the expense of the customer.

## cabling

All necessary cabling work shall be provided by the customer.

## training

Standard Training covers the basic operation and application of each device. Advanced and supplemental training programs are also available at additional cost.

**RESOLUTION SIGN-OFF FORM**

**DEPARTMENT:** **City Clerk**

**RESOLUTION TITLE:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SALES AND MULTI-YEAR MAINTENANCE AGREEMENT WITH HEIDELBERG USA, INC. FOR THE PURCHASE OF A SUPRASETTER A52 GEN III PLATE MAKER PROCESSOR ($156,146.23)**

| | |
|---|---|
| ***Vernell McDaniel*** | **7/22/2015 3:15:55 PM** |
| DEPARTMENT MANAGER'S SIGNATURE | DATE |

**REVIEW / APPROVAL**

| | |
|---|---|
| ***Ruth Rugley*** | **8/26/2015 5:43:42 PM** |
| CITY ATTORNEY | DATE |
| ***Stephen Ajobiewe*** | **7/23/2015 11:55:52 AM** |
| CITY CONTROLLER | DATE |
| ***Johnny Ford*** | **7/22/2015 6:33:56 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. |

**October 6, 2015**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: CITY CLERK**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO PURCHASE A CERTIFIED HEIDELBERG 10X15 PRINTING PRESS FROM AND ISSUE A PURCHASE ORDER TO APEX BUSINESS MACHINE SUPPLIES IN THE AMOUNT OF $93,800**

## SUMMARY

The City Council will consider adopting a resolution authorizing the City Manager to purchase a Certified Heidelberg 10x15 Printing Press from Apex Business Machine Supplies in the amount of $93,800.00

## BACKGROUND

The Reprographics Division of the City Clerk's Office currently outsources the production of tickets, invoices, voucher books, folders, certificates and other items requiring a printing press. By purchasing the Heidelberg 10x15 Printing Press the City will be able to bring this service in-house and reduce the cost of production from outside vendors.

## STATEMENT OF ISSUE

In June 2015, staff solicited proposals to identify a qualified vendor to provide a Heidelberg 10x15 Printing Press and technical support. Proposals/bids were submitted by four (4) companies as follows:

| | |
|---|---|
| **APEX BUSINESS MACHINE SUPPLIES** | **$ 85,000.00** |
| COUNT NUMBERING MACHINE, INC. | $ 91,015.00 |
| ROLLEM INTERNATIONAL | $123,800.00 |
| THERM-O-TYPE CORP. | $139,450.00 |

Staff reviewed the proposals/bids and determined that Apex Business Machine Supplies provided the lowest most responsive bid. Apex Business Machine Supplies has been providing services to the City of Compton for over twenty five (25) years and understands and will accept payment under the City's purchase order guidelines. The Certified Heidelberg 10x15 Printing Press costs $85,000.00, and is a special order item. It should be noted that tax and shipping is not included in any of the quotes.

## FINANCIAL IMPACT

The cost of the equipment including tax and shipping is Ninety Three Thousand Eight Hundred Dollars ($93,800.00). Funds for this purchase have been identified in the City Clerk's 2015-2016 Fiscal Year budget in Account No. 6200-47-0000-4334.

## RECOMMENDATION

Staff recommends adoption of the attached Resolution.

**ALITA GODWIN, CMC**
**CITY CLERK**

**APPROVED FOR FORWARDING:**

**JOHNNY FORD**
**CITY MANAGER**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO PURCHASE A CERTIFIED HEIDELBERG 10X15 PRINTING PRESS FROM AND ISSUE A PURCHASE ORDER TO APEX BUSINESS MACHINE SUPPLIES IN THE AMOUNT OF $93,800**

**WHEREAS**, the Reprographics Division of the City Clerk's Office currently outsources the production of tickets, invoices, voucher books, folders, certificates and other items requiring a printing press; and

**WHEREAS,** by purchasing the Heidelberg 10x15 Printing Press the City will be able to bring this service in-house and reduce the cost of production from outside vendors; and

**WHEREAS**, in June 2015, staff solicited proposals to identify a qualified vendor to provide a Heidelberg 10x15 Printing Press and technical support and received proposals/bids from four (4) companies as follows:

| | |
|---|---|
| **APEX BUSINESS MACHINE SUPPLIES** | **$ 85,000.00** |
| COUNT NUMBERING MACHINE, INC. | $ 91,015.00 |
| ROLLEM INTERNATIONAL | $123,800.00 |
| THERM-O-TYPE CORP. | $139,450.00 |

**WHEREAS**, staff reviewed the proposals/bids and determined that Apex Business Machine Supplies provided the lowest most responsive bid; and

**WHEREAS**, funds for this expenditure, including tax and shipping have been allocated in the City Clerk's 2015-2016 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 hereby authorized to purchase a Certified Heidelberg 10x15 Printing Press from Apex Business Machine Supplies in the amount of $93,800.00.

**SECTION 2.** That a purchase order is authorized to be issued to Apex Business Machine Supplies in an amount not-to-exceed Ninety Three Thousand Eight Hundred Dollars ($93,800.00).

**SECTION 3.** That funds for this purchase are available in the City Clerk's 2015-2016 Fiscal Year budget in Account No. 6200-4700-000-4334.

**SECTION 4**. That a copy of this Resolution shall be filed in the Offices of the City Manager, 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 _____, 2015.

_____

**MAYOR OF THE CITY OF COMPTON**

# #15.



**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 to by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2015.

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**

# INVOICE



Apex
Business Machine Supplies

P.O. Box 4717
Culver City, CA 90231-4717
310-216-1424 Office
310-670-7651 Fax

Maddy 310-968-5790 mobile
brownmadd@sbcglobal.net

INVOICE NUMBER: 004402
INVOICE DATE: 06/09/2015

ORDER NUMBER: PO# J. PHILLIPS
ORDER DATE: 06/08/2016
SALESPERSON: Maddy
CUSTOMER NO.: CMPT-CTY

SOLD TO
CITY OF COMPTON
City Controller
205 So. Willowbrook Ave.
Compton, CA 90221

SHIP TO
Attn: John Phillips **"CLOSED FRIDAYS"**
Print Shop/Basement
205 So. Willowbrook Ave.
Compton, CA 90221

CONFIRM TO: John Phillips

| CUSTOMER P.O. | SHIP VIA | F.O.B. | TERMS |
|---|---|---|---|
| | Apex | | Net 30 |

| ITEM NO. | UNIT | ORDERED | SHIPPED | BACK ORDER | PRICE | AMOUNT |
|---|---|---|---|---|---|---|
| 10X15 Heidelberg Printing Press<br>Incldes Tempress Foiling Unit<br>Cutting and Foiling Capabilities<br>Composing Table, 4-Numbering Heads, 2-10x15 Chase, 2-Speed Quoins Key, Set of Letter Press Furniture<br>Machine comes complete with: Rollers, Wash Up Blade, Grippers, 1 x chase, Die Cutting Jacket,<br>Oil Pan Parts & Operator Manuals on DVD<br><br>Installation: Provided through our Tennessee Office. Labor, Lodging, etc are included | | | | | | 85,000.00 |

Signature _____ Date _____

15% Restocking fee on Returns in saleable condition only.
Returns not accepted 90 days after Date of Purchase.
Special order items not returnable.

| | |
|---|---|
| Subtotal: | 85,000.00 |
| Shipping: | 1,150.00 |
| Tax: | 7,650.00 |
| INVOICE BALANCE | 93,800.00 |

#15.

Office (760) 489-1400 Fax (760) 489-1543
2128 Auto Park Way, Escondido, CA 92029
www.countmachinery.com

## COUNT NUMBERING MACHINE, INC.

...since 1960

# QUOTATION

Date 7/8/2015 Cust. #

BILL TO:

SHIP TO: No. 10625

City Of Compton
22031 Main St. # 25
Carson, CA 90745
US

Buyer Kenny Mccullough
Phone 310-761-1440
Fax

Terms Net 30
Purchase Order

| Salesman | Source | F.O.B. | Shipping Terms | Warranty |
|---|---|---|---|---|
| Frank Frank Flores | | Escondido | Delivered | Standard |

fflores@countmachinery.com

| Qty | Part # | Description | Price | Sold For | Amount |
|---|---|---|---|---|---|
| 1 | A-PS10 | PS-10 High Speed Air Feed Rotary Number Perf & Score Machine w/ 1 ring 1 head 1 perf & 1 score | $90,000.00 | | $90,000.00 |
| 1 | * Item | Government/Municipality Discount | -$1,000.00 | | -$1,000.00 |
| 1 | * Item | Additional Straight Numbering Head | $360.00 | $360.00 | $360.00 |
| 2 | * Item | Additional Convex Numbering Head | $380.00 | $380.00 | $760.00 |
| 1 | * Item | Additional Holding Ring | $395.00 | $395.00 | $395.00 |
| 1 | * Item | Additional Perforating Assembly | $250.00 | $250.00 | $250.00 |
| 1 | * Item | Additional Scoring Assembly | $250.00 | $250.00 | $250.00 |
| 1 | War1APP | 2 year Platinum Extended Manufacturer Warranty | $995.00 | $0.00 | $0.00 |
| 1 | * Item | Delivery, Installation & Training | $995.00 | $0.00 | $0.00 |

Special Notes

List Sub Total

LIFT GATE REQUIRED ☐ YES ☐ NO

| | |
|---|---|
| Sub Total | $91,015.00 |
| Sales Tax | $8,191.35 |
| Shipping | |
| Installation | |
| Order Total | $99,206.35 |
| Deposit | |
| Balance Due | $99,206.35 |

CC# EXP

Name On Card

Count Machinery Company - Authorized Signature

Customer Date

Saleman

Title

Sales Manager

**By signing this proposal you are agreeing to the terms and conditions and aware of our Return Policy:** Return Merchandise that was correctley supplied by customer order, will incure a 25% restocking charge. All returned merchandise must be shipped freight charges prepaid.

Rollem
Innovative Print Finishing
800.272.4381 www.rollemusa.com
*Slitting, Scoring, Trimming, Perforating, Collating, Drilling & Gluing*

City of Compton
205 S. Willowbrook Avenue
Compton, CA 92553
Attn: Kenny

Quotation for Numbering, Perf and Score equipment:

1 ea. New 18" Auto 4 CPS with standard equipment, two 8 digit "No" heads
2 perf heads #13 blade, 1 score head #4…….$123,800.00

OR

1 ea. Refurbished 18" Auto 4 CPS with standard equipment, two 8 digit "No"
Heads, 2 perf heads #13 blade, 1 score #4…….$93,900.00

OR

1 ea.Refurbished 18" Standard Auto 4 w/ standard equipment, two 8 digit "No"
Heads, 2 perf heads #13 blade, 1 score #4…….$88,500.00

- All equipment above has a "new machine" warranty for 1 year
- Refurbished equipment is based on availability
- Freight and Installation on the above equipment is $300

Thank you and best regards,

Doug Sherwood
Vice President/Western Division
dsherwood@rollemusa.com

Rollem International
www.rollemusa.com

Reprographic Services
City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220

Attn: John Phillips

Dear John,

Thanks for calling today about a foil press. The last Elite I installed in California was in a plant just north of LA. I am pleased to quote you the foil press you requested. This is a very popular press for most work. It has many exclusive features that make is easy to learn to operate and produce work on. Three days of training comes with the press, but you are responsible for airfare, hotel, car rental and all expenses. A foil cutter is included in what I call a virgin installation and just about everything else that you will need to get started. When I see what kind of work you are doing I can recommend the right kind of foil. I seem to have the right touch when teaching people how to foil stamp. You can get all the particulars on our web page. If you have any questions, just give me a call.

| | | | | |
|---|---|---|---|---|
| 1 | SF-2698 | NSF ELITE | | 137,000.00 |
| | | Includes: SF-2277 ¼" Die Chase-10/32 | | 0.00 |
| 1 | SF-2700 | Letter Press Chase | | 675.40 |
| 1 | MFC-029 | Foil Cutter – Electric | | 1,195.00 |
| 6 | BUNTERPOST | Bunter Posts | @ 11.60 | 69.60 |
| 1 | BUNTERWRENCH | Bunter Post Wrench | 12.25 | |
| 1 | Quoin 6" | Quoin 6" | | $95.50 |
| 1 | Quoin 3" | Quoin 3" | | $89.95 |
| 1 | Quoin Key | Quoin Key | | $60.05 |
| 1 | TAPE-CO2 | Overlay Tape, 2" | | 22.24 |
| 1 | TST-12 | Two Sided Tape 12" Roll | | 51.38 |
| 1 | CCK | Counter Cast Kit | | 22.10 |
| 1 | PRIMER | Primer | | 22.96 |
| 2 | PH-11 | 9x11" Phenolic Board | @ $3.15 | 6.30 |
| 3 | MATRIX-WHT-24 | Matrix Creasing White #50 | @$4.60 | 13.80 |
| 1 | PERFORATING-R/8 | Rule – Perf 8 Tooth – 12" | | 7.20 |
| 1 | SCORING-RULE | Rule – Scoring – 12" | | 7.20 |
| 1 | GLUE | Glue-Elmers Wood | | 2.46 |
| 1 | BRUSH-STIK-1 | | | 56.25 |
| 1 | SPACER PKG-NSF ELITE | | | 52.68 |
| 2 | MISC | Perf Block with Foam Rubber | | 0.00 |
| 1 | MISC | Box Assorted ¼" Dies For Training | | 0.00 |
| 1 | MISC | Box Assorted Sample Foil For Training | | 0.00 |
| 1 | MISC | Box Assorted Sample Foils For Foil Fusing | | 0.00 |
| | | | | $139,450.07 |
| 1 | Crating Charge | | | 500.00 |
| | Shipping (To be determined) | | | |

Sincerely,
Edwin E. "Ted" Van Pelt

# #15.


| | |
|---|---|
| THERM-O-TYPE DIGITAL FINISHING SOLUTIONS | **THERM-O-TYPE Corp.**<br>800-237-9630<br>941-488-0123 Ext: 247<br>941-485-6311 Fax<br>nanette@thermotype.com |
| www.thermotype.com | **YouTube channel** **Google+** |


THERM-O-TYPE digital finishing products include NSF Elite/Excel die cutting/foil stamping/embossing presses, Zip cutter/slitter/creaser/finisher models, right angle slitters, traditional business card slitters, and foil fusing equipment.

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#15.

# NSF Excel Hot Foil Stamping Press

Espanol

**Foil Stamping**
HSFF Q&A / Terms
NSF Series Foil Presses
NSF A3+ with Feeder

**Cutter/Slitters**
Zip Series Cutter/Slitters

**Right Angle Slitter**
**New!** RAS-mc/+

**Foil Fusing**
Foil-Tech Models
Freedom Foil Process
Foil Fusing Q&A

**Business Card Slitters**
Gutter-Cut Slitters

**Thermography**
Handfed Models

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800-237-9630
941-488-0123
Hours: 8-5 M-F EST



**Printable Product Data Sheet**




Share

Hot Foil Stamping Equipment and Presses - THERM-O-TYPE NSF Excel capabilities include flat foil stamping, blind and foil embossing, die cutting, kiss cutting, perforating, scoring, imprinting, numbering and HSFF (high speed foil fusing).

Typical NSF Excel applications include greeting cards, business cards, stationery, invitations and announcements, commercial letterpress work as well as die cutting and enhancing digital output.

Using the NSF Excel, customers can efficiently produce work at speeds up to 5,000 sheets per hour.

The NSF Excel can run a 18.5" by 20" maximum sheet size with a 12" by 17.625" impression area.

The NSF Excel is designed around a Windows based computer core with a full color display and touch screen interface.

Paper registration, foil draw length, counter functions, jam detect/interrupt, double feed detect, speed and impression pressure functions are controlled and/or displayed through the computer/touch screen.

Sensors monitor paper movement through the press. If a jam condition occurs, the machine will automatically drop off impression and stop. Jam condition information will then appear on the control display.

The headstop paper sensor also confirms each sheet is ready to advance into the impression area. If a skip feed condition occurs, the NSF Excel will automatically drop off impression. When the next sheet is detected at the headstop, the machine will automatically return to the "On" impression position. The NSF Excel will not stop if a skip sheet error occurs.

One feature that has proven popular with operators is the TDC and BDC (top dead center and bottom dead center) touch screen controls. TDC represents the most closed position of the imprint mechanism. BDC represents the most open position of the imprint mechanism. Using the TDC and BDC controls, operators can quickly and accurately set the initial impression pressure at the start of each job. This helps to eliminate the potential for smashing dies due to improper impression adjustment during set-up.

Customers can batch count on the NSF Excel. To use this feature, the operator sets a batch quantity and a number of skip feed cycles in the touch screen control. Once programmed, the NSF Excel will run the desired batch quantity then skip feed the selected number of cycles to create a gap between batches on the delivery conveyor.

The standard NSF Excel foil system includes dual foil support shafts, dual programmable foil draws, and four foil rewind shafts. Multiple foil draw lengths can be programmed to minimize foil waste. Up to 7.2" diameter foil rolls can be used and foil draw length can be adjusted while the machine is running.

The NSF Excel features a computer controlled pneumatic centralized lubrication system. Lubrication cycles are activated as required using speed, impression pressure and run/idle time information collected and processed by the computer.

The NSF Excel incorporates several important mechanical and electrical safety features. A dedicated 24-volt safety circuit with emergency stops switches; fail-to-safe relay and reset button have been installed. All controls and switches mounted to the control panel operate at 24-volts or less.

The NSF Excel feeder can hold a 32" high pile of stock. This feeder can be pre-loaded while the press is running to minimized down time. The combination of high capacity feeder and pre-loading significantly increases productivity, while reducing operator workload.

# #15.

The NSF Excel is the culmination of over 25 years of collaborative work between major producers of foil stamped, embossed and die-cut products and THERM-O-TYPE Corporation.

Exceptional fast set up, high productivity, accuracy and high quality output make the NSF Excel Foil Stamping Presses are the most profitable machine purchases you can make for your business.

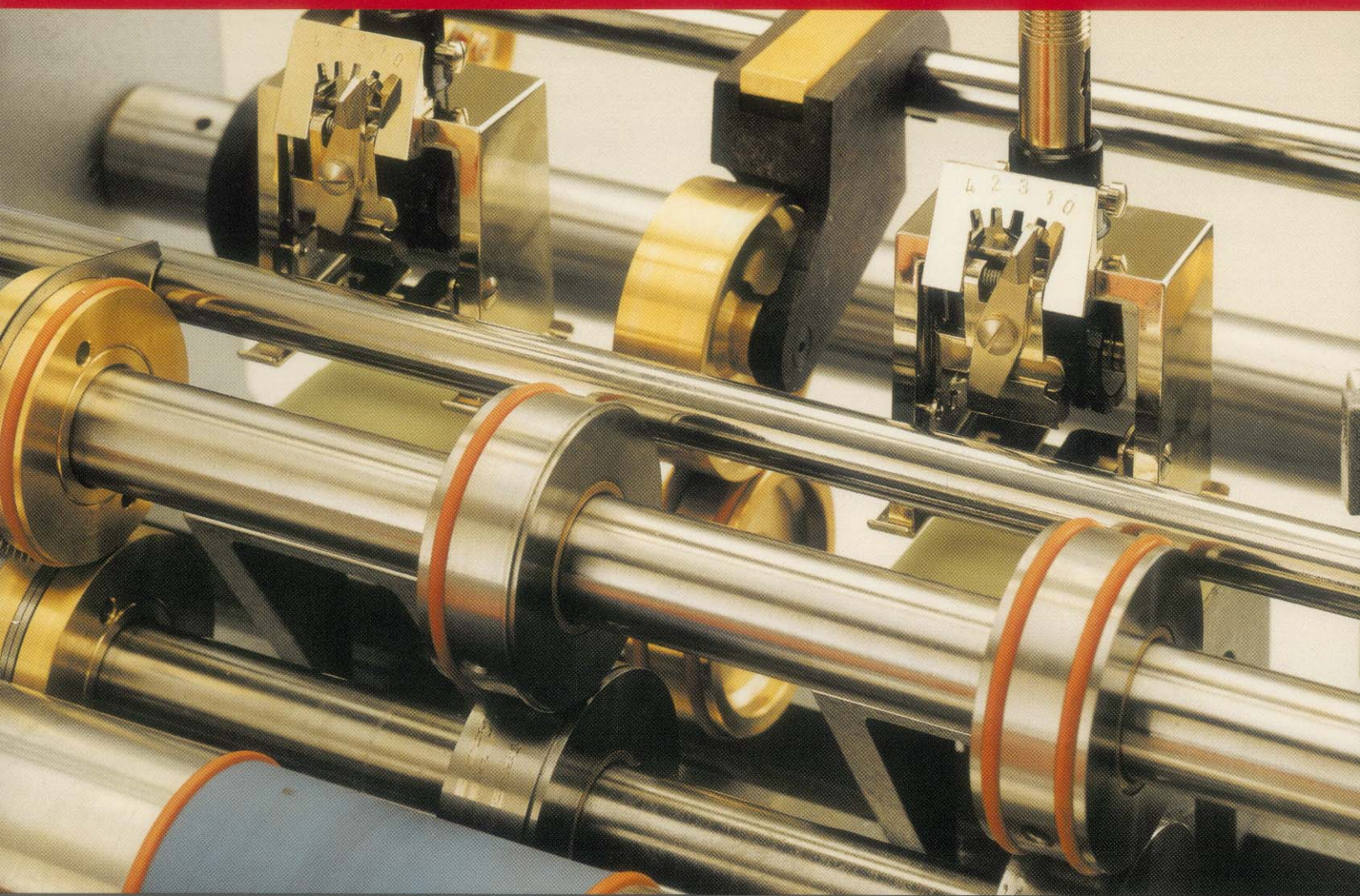
For more information on Hot Foil Stamping Equipment call 1-800-236-9630. Outside the United State call 1-941-488-0123.

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#15.

We made over 20,000 tough decisions engineering our numbering machines.

Now your decision is easy.



Rollem

NUMBERING MACHINES

**Over 10,000 print shops like yours found the easiest decision is also the most profitable.**
You'll be rewarded for making this investment from the very start. Shops like yours decided to own a Rollem numbering machine and as a result, they're putting substantial amounts of money in their pockets.

**Rollem saves you money while it improves customer relations.**
Sending jobs out to vendors can be hazardous. Late or imperfect work can jeopardize important client relations. By doing projects in-house with a Rollem numbering machine, you produce high quality printing delivered on time, every time. That in turn means greater customer satisfaction and more repeat business.

**Rollem does more than just number.**
Our numbering machines also slit, perforate, and score simultaneously. Other machines offer some of these functions as attachments but at Rollem, the same superior technology found in dedicated machines that score, perforate and slit is used in all our numbering equipment. Total capability and control gives you a higher return on your investment. In fact, it takes only a few jobs each month to reach your payback point.

**Tough engineering makes it easy.**
All of our machines are easy to operate. Maintenance is simple and designed to be minimal. In addition, all operations can be performed by entry-level personnel. Manufacturers for seventy-five years, Rollem still hand assembles each machine using the finest materials like high-grade Sheffield steel and dedicated components specifically developed for their tasks. And all Rollem fitters are true craftsmen, graduates of a rigorous eight-year apprenticeship program. Old-fashioned craftsmanship hasn't slowed down our technology. Rollem offers you the fastest and most accurate numbering machine on the world market today.

**CPS programmable job storage, automatic batch counting, multiple numbering and security gives Rollem the edge.**
With superior technology that works for you, Rollem's innovative new CPS feature practically runs itself. Unique functions include storage and retrieval of job set-ups, multiple numbering capabilities of up to 40 cycles per sheet, security controls and batch counting. The CPS offers the most economical method for processing ticket books, receipts and much more.

**Easy set-up with the CPS Feature.**
With the touch of a finger, multiple numbering a single sheet is activated via the computerized panel which prompts the unskilled operator with step-by-step commands. You'll save time and money.

**The value of a Rollem numbering machine is recognized.**
Rollem numbering machines installed more than 30 years ago run as smoothly as they did on their first day.

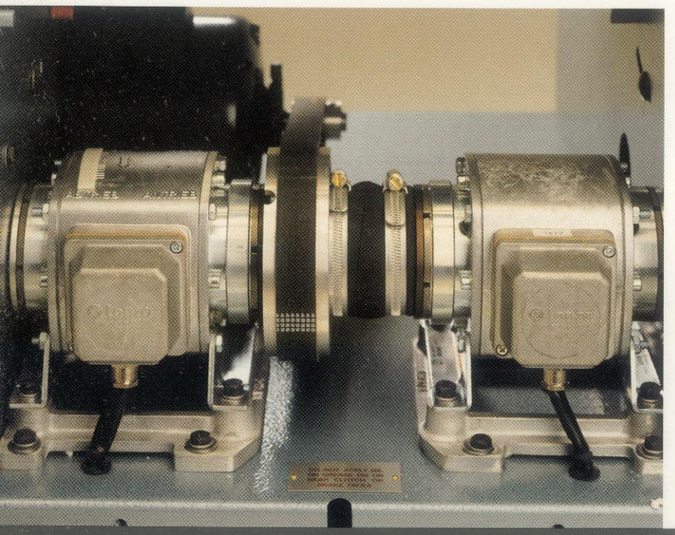
**Make the easy decision today.**
Bottom line, Rollem's numbering machines are the fastest, most accurate numbering equipment you can buy. Owning one will enhance your business capabilities and your pocketbook. The only decision left to consider is why would you settle for less?

- Numbering heads easily adjusted and rotate 360°.
- Optional alpha-numeric wheels satisfy all your customer's demands.
- Initiate consecutive and repeat numbers by simple push-button control.
- CPS (Computerized Program System) on all models
- Wheels engraved in hardened steel.
- The optional Turbo Airfeed Sy Rollem's patented bottom of t vacuum feeder. This exclusive gently and flawlessly handles th sensitive coated stocks without n Our register side guide perfectl sheets with 100% registration from the first to the last.
- Exclusive open-ended feeding technology on all models for the ultimate in business form production. With it, you can feed multiple part sets from any side, glued or unglued.
- Rollem backs your decision with coast to coast technical assistance and parts availability.
- Visit our website at www.rollemusa.com or call us directly at 1-800-272-4381.

#15.

Rollem numbering machines are fully equipped to...

- **Number up to 12,000 sheets per hour, or 48,000 sheets based on a four-up format.**
- **Score, perforate, and slit up to 24,000 sheets per hour.**
- **CPS (Computerized Program System) standard on all Auto-4 models.**
- **Register your work perfectly even at these amazing speeds. No one can beat that. No one.**



The key to unsurpassed speeds and total registration is the electromagnetic dual Brake System. Dual components alternate in perfect sync to register the sheet while the fluid stroke motion of the numbering head is initiated. The added payoff of this engineering advancement is not costly replacement bills or downtime.

ELECTROMAGNETIC DUAL BRAKE SYSTEM FEATURES...
- .003 SECOND REACTION TIME
- .002 SECOND DISSIPATION TIME
- LOW FAILURE RATE - .003%

SEALED BEARING MOTOR FEATURES...
- 1720 R.P.M.
- 1/3 HORSE POWER
- D.C. DRIVE AVAILABLE

SUPERIOR LONG LASTING FEATURES INCLUDE...
- 1" THICK GEARS.
- 1-1/2" THICK BEARINGS
- BAKED ENAMEL SHAFTS
- SHEFFIELD STEEL SHAFTS

- CHOOSE FROM FIVE TYPES OF SCORING DIES AND 30 TYPES OF PERFORATING BLADES INCLUDING OUR NEW MICRO-PERFING BLADES AND DIGITAL SCORING DIES.



## The Auto-4 CPS 18"

This portable unit rolls on casters for easy positioning. It's an ideal model for smaller, growing print shops. The Auto-4 CPS 18" multi-numbering system performs simultaneous perforating, scoring and slitting. With a sheet size of 18x23", this model is ideal for scoring the fold of an 11x17" sheet. The CPS feature is ideal for restaurant checks, tickets or receipts.

Standard: 1 numbering head; 1 perforating head; 1 scoring head. Additional scoring, slitting, perforating and numbering heads (up to 4) are available. Sheet sizes from 4x4" to 18x23" and stock from 9-lb. onionskin to 40 pt board. Excellent performance on up to 10-part NCR sets. Floor Size: 36x53". Electrical requirements: 110 Volts, 1-Phase AC.



## The Auto-4 CPS 24"

Designed for printers handling larger sheets sizes, this model offers multi-numbering, perforating, scoring and slitting for sheet sizes up to 24x23". This increased capacity gives you a broader range of uses including processing of multiple up images for increased production.

Standard: 1 numbering head; 1 perforating head; 1 scoring head. Additional scoring, slitting, perforating and numbering heads (up to 4) are available. Sheet sizes from 4x4" to 24x23" and stock from 9-lb. onionskin to 40 pt board. Excellent performance on up to 10-part NCR sets. Floor Size: 42x53". Electrical requirements: 110 Volts, 1-Phase AC.

**RESOLUTION SIGN-OFF FORM**

**DEPARTMENT:** **City Clerk**

**RESOLUTION TITLE:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO PURCHASE A CERTIFIED HEIDELBERG 10X15 PRINTING PRESS FROM AND ISSUE A PURCHASE ORDER TO APEX BUSINESS MACHINE SUPPLIES IN THE AMOUNT OF $93,800.00**

| | |
|---|---|
| ***Vernell McDaniel*** | **7/22/2015 3:29:41 PM** |
| DEPARTMENT MANAGER'S SIGNATURE | DATE |

**REVIEW / APPROVAL**

| | |
|---|---|
| ***Ruth Rugley*** | **8/13/2015 5:40:30 PM** |
| CITY ATTORNEY | DATE |
| ***Stephen Ajobiewe*** | **7/23/2015 11:56:23 AM** |
| CITY CONTROLLER | DATE |
| ***Johnny Ford*** | **7/22/2015 6:35:02 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. |

**October 6, 2015**

**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 2015-2016 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED $7,867,000 TO SULLY-MILLER CONTRACTING COMPANY FOR REPLACING 5.6 MILES OF WATERLINES AS PART OF THE WATER BOND IMPROVEMENT PROJECT (CIP JOB #170W) ($8,653,700)**

## SUMMARY

Adoption of this resolution amend the 2015-2016 Fiscal Year budget and authorize the City Manager to accept the bid of Sully-Miller Contracting Company in the amount of $7,867,000.00 and execute a construction contract (Seven Million Eight Hundred Sixty Seven Thousand) for the replacement of 5.6 miles of waterlines as part of Water Bond Improvement Project (CIP Job #170W).

## BACKGROUND

Much of the City's water main infrastructure is antiquated, having been constructed in the 1940's and 1950's. Subsequent to a review of the system conditions, a multi-year prioritized Capital Improvement Project ("CIP") plan of action was developed. The program is financed through the proceeds of Water Revenue Bonds which were approved by the City Council in May 2009.

The Waterline Replacement Project along local streets North of Greenleaf Boulevard, East of Alameda Street, Alameda Street from Alondra Boulevard to Oris Street, North of Greenleaf Boulevard, East of Wilmington Avenue is one of the projects identified in the CIP plan.

Staff solicited bids for the subject project. The bid opening was held on August 26, 2015, and the following bids were received:

| CONTRACTOR | BID AMOUNT |
|---|---|
| GRFCO, Inc | $6,377,400.00 |
| **Sully-Miller Contracting Company** | **$7,867,000.00** |
| J. A. Salazar Construction | $7,882,000.00 |
| J. De. Sigio Construction | $8,005,450.00 |
| Minaka American Corporation | $8,694,000.00 |

Staff has reviewed the bids and has determined that while GRFCO, Inc. was technically the lowest bidder, on August 28, 2015 GRFCO, Inc. submitted a letter (see attached) requesting that its bid be withdrawn from this project and bid bond be returned in accordance with Section 5101 and 5103 of the Public Contracts Code. Specifically, GRFCO stated "After reviewing GRFCO's in house bidding form and the figures used to arrive at the total bid amount, it has become apparent that GRFCO's estimator inadvertently made a clerical error when adding up the numbers. This mistake made the total bid materially different than what it was intended to be; thus the Contract Bid Form was filled out incorrectly."

Staff has investigated the request by GRFCO, Inc. and determined its actual bid should have been $8,378,000 and therefore GRFCO, Inc. is not the lowest responsive bidder. The next lowest responsive bid was submitted by Sully-Miller Contracting Company in the amount of $7,867,000.00 (Seven Million Eight Hundred Sixty-Seven Thousand Dollars and Zero Cents). Although this bid is higher than the engineers estimate, the bid is a reasonable amount for the subject construction project.

## STATEMENT OF THE ISSUE

Staff believes that the construction work for the Waterline Replacement Project along local streets N. of Greenleaf Blvd., E. of Alameda St., Alameda St. from Alondra Blvd. to Oris St., N. of Greenleaf Blvd., E. of Wilmington Ave. can be completed within the scheduled project duration in a satisfactory manner for the amount proposed. Staff recommends that the City Council approve the proposed resolution rejecting the bid of GFRCO, Inc. as a non-responsive bid and authorize the City Manager to execute a contract with Sully-Miller Contracting Company and issue a purchase order in the amount of $7,867,000.00 (Seven Million Eight Hundred Sixty-Seven Thousand Dollars and Zero Cents).

Construction activity on previous water line projects has encountered unexpected field conditions that have resulted in the need for work beyond the scope of the projects as originally designed and bid. Therefore, staff recommends that a ten (10%) percent contingency in the amount of $786,700.00 (Seven Hundred Eighty-Six Thousand Seven Hundred Dollars and Zero cents) be authorized for this project.

The total amount that is being requested to be encumbered for this project is $8,653,700.00 (Eight Million Six Hundred Fifty-Three Thousand Seven Hundred Dollars and Zero Cents).

## ALTERNATIVE

None proposed.

## FISCAL IMPACT

The Water Utility Division had originally budgeted to use the existing $10 million in water bonds funds (Fund 5003) to fund this mainline replacement project. However, the water bond funds are currently unavailable due to the City's ongoing efforts to refund and/or refinance existing water, sewer and lease revenue bonds. Therefore, the Water Utility Division is seeking a budget amendment to use available water fund reserves in order to move forward with funding of CIP Job #170W.

To pay for the project, funds will be appropriated as follows:

Increase Revenue

| Account | Description | Amount |
|---|---|---|
| 5000-000-000-3990 | Prior Years Unspent Revenue | $8,653,700.00 |

Increase Expenditure

| Account | Description | Amount |
|---|---|---|
| 5000-880-000-4755 | Maintenance/Repair Mains | $8,653,700.00 |

Please note, if the remaining water bond funds become available in the near future, the Water Utility Division will seek to have the water bond funds (Fund 5003) reimburse all CIP expenditures for the project that used reserve funds (Fund 5000). This action will help replenish the Water Utility Divisions reserve fund for future projects.

## RECOMMENDATION

It is staff recommendation that the 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:**

**JOHNNY FORD**
**CITY MANAGER**

**RESOLUTION NO._____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2015-2016 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED $7,867,000 TO SULLY-MILLER CONTRACTING COMPANY FOR REPLACING 5.6 MILES OF WATERLINES AS PART OF THE WATER BOND IMPROVEMENT PROJECT (CIP JOB #170W) ($8,653,700)**

**WHEREAS**, most of the City's water mains were built more than 50 years ago and are antiquated and in need of improvements; and

**WHEREAS,** pursuant to a review of system conditions, a multi-year prioritized Capital Improvement Project ("CIP") plan of action was developed that shall be financed utilizing issuance of water revenue bonds; and

**WHEREAS**, the Watermain Replacement Project CIP #170W 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 of the Public Works/Municipal Utilities Department advertised Request for Bids to provide construction services for the Watermain Replacement Project CIP #170W; and

**WHEREAS**, the bid opening was held on August 26, 2015, for the Waterline Replacement Project CIP #170W and the following bids were received:

| **CONTRACTOR** | **BID AMOUNT** |
|---|---|
| GRFCO, Inc | $6,377,400.00 |
| Sully-Miller Contracting Company | $7,867,000.00 |
| J. A. Salazar Construction | $7,882,000.00 |
| J. De. Sigio Construction | $8,005,450.00 |
| Minaka American Corporation | $8,694,000.00 |

**WHEREAS**, although GRFCO, Inc. was the apparent low bidder, GRFCO submitted a request to have its bid withdrawn due to significant clerical error; and

**WHEREAS**, staff reviewed GRFCO, Inc.'s bid and agreed the bid should be considered non-responsive and therefore Sully-Miller Contracting Company is the lowest responsible bidder for this project; and

**WHEREAS**, staff recommends that a ten (10%) percent contingency in the amount of $786,700.00 (Seven Hundred Eighty-Six Thousand Seven Hundred Dollars and Zero Cents) be authorized for work that may be required beyond the scope of this project; and

**WHEREAS,** the Water Utility Division had originally budgeted to use the existing $10 million in water bonds funds (Fund 5003) to fund this mainline replacement project, however, the water bond funds are currently unavailable due to the City's ongoing efforts to refund and/or refinance existing water, sewer and lease revenue bonds. Therefore, the Water Utility Division is seeking a budget amendment to use available water fund reserves in order to move forward with funding of CIP Job #170W.

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

**SECTION 1.** That the bid of Sully-Miller Contracting Company in the amount of $7,867,000.00 (Seven Million Eight Hundred Sixty-Seven Thousand Dollars and Zero Cents) is hereby accepted and all other bids rejected.

**SECTION 2.** That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a construction contract with Sully-Miller Contracting Company for replacing 5.6 miles of waterlines North of Greenleaf Boulevard, East of Alameda Street, Alameda Street from Alondra Boulevard to Oris Street, North of Greenleaf Boulevard, East of Wilmington Avenue as part of the Water Bond Improvement Project (CIP #170W).

**SECTION 3.** That the 2015-2016 Fiscal Year budget shall be amended to use available water fund reserves as follows:

Increase Revenue

| Account | Description | Amount |
|---|---|---|
| 5000-000-000-3990 | Prior Years Unspent Revenue | $8,653,700.00 |

Increase Expenditure

| Account | Description | Amount |
|---|---|---|
| 5000-880-000-4755 | Maintenance/Repair Mains | $8,653,700.00 |

**SECTION 4.** That a purchase order is authorized to be issued in the amount not to exceed $7,867,000.00 (Seven Million Eight Hundred Sixty Seven Thousand Dollars and Zero Cents) to Sully-Miller Contracting Company.

**SECTION 5.** That a 10% contingency in the amount of $786,700.00 (Seven Hundred Eighty-Six Thousand Seven Hundred Dollars and Zero Cents) is hereby authorized.

**SECTION 6.** That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Water Utility Division.

**SECTION 7.** That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

**ADOPTED** this _____ day of _____, 2015.

_____
**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 _____, 2015.

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**

# CONSTRUCTION SERVICES AGREEMENT
# BETWEEN
# CITY OF COMPTON
# AND
# SULLY-MILLER CONTRACTING COMPANY

**[Mainline Replacement CIP #170W]**

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 **SULLY-MILLER CONTRACTING COMPANY** (hereinafter referred to as "**CONTRACTOR"**) located at 135 South State College Boulevard, Suite 400, Brea, California 92821.

## RECITALS:

A. City is a municipal corporation duly organized and validly existing under the law of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Agreement.

C. City and Contractor enter into this Agreement for the purpose of retaining Contractor to perform that work required pursuant to the Water Bond Improvements – Water Line Replacement Project Job #170W [Replacement of Existing Water Mains N. of Greenleaf Blvd., E. of Alameda St., Alameda St. from Alondra Blvd. to Oris St., N. of Greenleaf Blvd., E. of Wilmington Ave.] ("Project").

D. Authorization to enter into this Agreement is pursuant to Resolution No. _____, adopted by the City Council on _____, 2015.

**WHEREFORE,** the City and Contractor, for the consideration, terms and conditions herein described, mutually agree as set forth below:

## 1.0 GENERAL PROVISIONS

### 1.1 Definitions.

**1.1.1 "Work"** consists of all of the Construction Services, including but not limited to all of the labor, materials and equipment necessary to complete the Project in accordance with the Contract Documents.

**1.1.2 "Contract Documents"** consists of this Agreement (including all exhibits and schedules), any amendments and clarifications issued thereto, the "Notice Inviting Bids," "Instructions to Bidders," any "Supplementary Instructions to Bidders," and any addendum(s)

and supplements thereto issued by the City, the "Proposal" and any "Bid/Unit Price Proposal" submitted by the Contractor, the plans, general conditions, special provisions, standard and technical specifications, schedules, exhibits, drawings, designation of subcontractors, information required of bidder, all required bonds, insurance policies, endorsements, certificates, permits, notices and affidavits, notice to proceed, notice of completion, any Change Orders, the provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition (except as modified), Standard Drawings for Public Works Construction, latest Edition, Work Area Traffic Control Handbook (WATCH), latest Edition, CalTrans Standard Specifications and CalTrans Standard Drawings, latest Editions, Manual on Uniform Traffic Control Devices (MUTCD), latest Edition, MUTCD latest California Supplement, City of Compton standards, and any and all other documents identified in the Contract Documents which together form the agreement between the City and the Contractor.

**1.2 Public Work of Improvement.**

City and Contractor acknowledge that City is a political subdivision of the State of California and that construction of the Project is to be funded with public funds.

**1.3 Trust and Confidence.**

Contractor accepts the obligation of trust and confidence established between it and City by this Agreement and shall act in the best interests of City, as its fiduciary, in carrying out Contractor's duties and responsibilities under this Agreement, including, without limitation, the furnishing of efficient business administration, sufficient senior level management and other qualified personnel to complete Contractor's obligations under the Contract Documents in an expeditious and economical manner and within the Contract Price and Contract Time.

**1.4 Standard of Care.**

Contractor shall perform all its obligations under the Contract Documents in accordance with the highest standard of care applicable to the performance of services and Work required by the Contract Documents. In the event portions of the Project are to be performed in accordance with a specific performance standard, the Work shall be performed so as to achieve such standard.

**1.5 Compliance with Applicable Laws.**

Contractor shall give all notices and comply with all applicable laws and lawful orders of any governmental authorities (including, without limitation, those laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage, Hazardous Substances, and equal employment opportunities); pay all local, state and federal taxes; and pay all benefits, insurance, taxes and contributions for Social Security and Unemployment Insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. Upon City's request, Contractor shall furnish evidence satisfactory to City that any and all of the foregoing obligations have been fulfilled. Without limiting the foregoing, Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage

established for such Work as set forth in the wage determinations and wage standards applicable to this Work.

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract. Contractor shall also comply with the following laws:

**1.5.1 State Prevailing Wage Requirements.** The Contractor's duty to pay prevailing wages can be found under California Labor Code Section 1770 et seq. and the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment can be found in California Labor Code Sections 1775 and 1777.7, as such wage rates are amended from time to time. It is the Contractor's responsibility to ensure payment of prevailing wages and inform all subcontractors that prevailing wage requirements apply to this construction project from commencement of the Contract through completion of the Work.

**.a** Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work. Contractor shall forfeit to the City**,** as penalty, **Fifty Dollars ($50.00)** for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the Work provided for in this Agreement, all in accordance with the State Labor Code. The Contractor shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code. The Contractor shall conform to the State Labor Code and it is agreed that the Contractor shall forfeit to the City, as penalty, the sum of **Twenty Five Dollars ($25.00)** for each worker employed in the execution of this Contract by the Contractor or any subcontractors for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of said article. The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, employees and agents from any and all liability including, but not limited to wages, overtime pay, liquidated damages, penalties, court costs, and attorneys fees arising under any wage and hour law including, but not limited to the Federal Fair Labor Standards Act, as amended, for work performed by the Contractor's employees for which the City may be found jointly or solely liable.

**1.6 Key Personnel.**

**1.6.1 Contractor's Representative.** Contractor hereby designates **Dennis Gansen, General Manager** of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

**1.6.2** Before starting the Work, City shall have the authority to not approve the Contractor's proposed representative. The City shall inform the Contractor in writing and request a replacement representative. The City shall have the authority to require the Contractor to remove its representative at any time without cause and at no cost to the City.

**1.6.3 City's Representative.** City hereby designates **Glen W.C. Kau, P.E., Director of Public Works/Municipal Utilities** as City's Representative for this Project.

**1.7 Independent Contractor.**

Contractor shall be an independent contractor, and neither Contractor, its officers, principals, employees, agents, volunteers and subcontractors (collectively hereinafter the "Contractor"), shall be considered employees or agents of City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Agreement. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

**1.8 Permits.**

Contractor understands and assumes all risk and sole responsibility, without any adjustment to the Contract Price or Contract Time, for obtaining all permits, licenses and approvals that may be necessary for the Project to be completely constructed and ready for occupancy by City.

Prior to or at the time of execution of this Agreement, the Contractor shall purchase a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

## 2.0 SCOPE OF SERVICES

**2.1** It is the mutual understanding of the parties that all construction services to be performed hereunder shall be performed pursuant to the fee schedule, scope of work, the City Engineer and/or Project Manager, and other requirements contained in the Contract Documents. Contractor agrees to provide and furnish all necessary professionals, managers, supervisors, staff, equipment, materials, laborers, necessary tools, expendable equipment, all utility and transportation services and other facilities required to complete the following Work:

**WATER BOND IMPROVEMENTS PROJECT- WATERLINE REPLACEMENT JOB CIP #170W**

**THE WORK GENERALLY CONSISTS OF: WATERLINE REPLACEMENT OF EXISTING WATER MAINS AND ASSOCIATE D HYDRANTS AND SERVICE CONNECTIONS N. OF GREENLEAF BL., E. OF ALAMEDA ST., ALAMEDA ST. FROM ALONDRA BL. TO ORIS ST., N. OF GREENLEAF BL. E. OF WILMINGTON AVE.**

Water Bond Improvement Job No. 170W - generally consists of replacing existing

waterlines and associated hydrants and service connections - including but not limited to:

- Excavation of potholes to identify existing utilities and determine alignment
- Demolition, removal, hauling and disposal of existing pavement, curb and gutter, parkway, sidewalk, vegetation and other structures and improvements required for pits, services, appurtenances and related construction
- Removal of all encountered materials and legal disposal offsite
- Removal and lawful disposal of AC pipe
- Remove pavement, trenching, pipe bedding, backfill and pavement replacement
- Install per plans and specifications 8" and 12" class 52 pressure class
- Replace water service connections, including trench, saddle, piping, valve, isolating bushing, angle stop, new box, disinfection, testing and disposal of existing, backfill, paving and improvement restoration
- Blowoff value assembly complete
- Backfill all water mains above pipe zone to lower limit of paving section with compacted sand
- Replace asphalt and concrete paving with A.R.H.M 1" thicker than existing base
- New service connections with saddle, piping, new meter with angle valve, new meter box, trench backfill, paving and concrete work, complete install per details.

Also included is other incidental work and coordination as required per the Specifications or as necessary to prosecute the work. During all phases and phase transitions, the Contractors must accommodate and provide temporary stripping, signage, signals, and roadway upgrades if required for temporary transportation route locations and services. Access to all businesses and residences is to be maintained or accommodation provided. The Contractors are advised and reminded to review all Plans and Specifications included with this Contract including the General Conditions, Special Provisions, Technical Specifications, Summary of Work, and those specifications included or referenced elsewhere in these Contract Documents.

**2.2 Management of Construction Work.**

In addition to the Construction Work, Contractor shall cooperate with the City, City's Engineer and/or any construction management firm it may utilize as concerns and is incidental to construction projects of the nature and scope of this Project. The services required are not intended in any manner to diminish the overall responsibility of Contractor for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract.

Contractor shall bear all costs associated with this Work, including, but not limited to, all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by Contractor in connection with this Work.

## 3.0 CONTRACT PRICE

### 3.1 Total Compensation.

As full and complete compensation for the faithful performance of all of the Work hereunder performed by Contractor in accordance with the Contract Documents, City shall pay, and Contractor agrees to accept, a not-to-exceed maximum sum of **Seven Million Eight Hundred Sixty Seven Thousand Dollars and zero cents ($7,867,000.00)** ("Contract Price")**,** subject to adjustments for changes in the Work as may be agreed to in writing by the City and Contractor.

**3.2 The Contract Price, unless changed by Change Order, represents the absolute limit of obligation or liability that City may ever have insofar as the cost for full and final completion of the Work, and the total of all payments to Contractor are concerned.** Should additional amounts be required to be expended, over and above the Contract Price, to achieve completion of the Work, including project construction, and payment to Contractor, in accordance with this Contract, liability for and payment of such additional amounts shall be the sole responsibility of Contractor and its Contract surety herein, and City shall not be liable for same. Should the final cost of the construction work and Contractor's compensation total less than the Contract Price, or any approved revision thereof, the difference shall inure to the benefit of City and no claim for all or any portion of said difference shall be valid against or payable by City.

### 3.3 Payments.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Contractor. If Contractor fails to submit the required deliverable items according to schedule, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Contractor shall be reimbursed in accordance with the provisions of *California Public Contract Code, Section 20104.50*, upon receipt by the City of itemized invoices for services completed. City will verify the accuracy of the request, correct the charges where appropriate and make payment to the Contractor in an amount equal to the amount of such invoice, as verified or corrected by City. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which the Contractor is billing. Invoices shall be delivered or mailed to the Public Works Director/City Engineer or his/her designee at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

### 3.4 Retention.

Contractor agrees to the withholding of a 5% retention fee by the City**.** Unless there is a dispute, within sixty (60) days after the date of completion of the Work, the retention fee shall be released. If there is a dispute, the City may withhold from the final payment an amount not to exceed 150% of the disputed amount. For purposes of this section, "completion"

means any of the following:

- The occupation and use of the improvement by the City after cessation of labor on the Work; or
- The acceptance of the Work by the City; or
- Cessation of labor on the Work of improvement for continuous period of at least 100 days, due to factors beyond the control of the City; or
- Cessation of labor on the Work of improvement for continuous period of at least 30 days if the City files for record a notice of cessation or a notice of completion.

**-Or-**

Pursuant to *Section 22300 of the Public Contract Code*, this Contract permits the substitution of securities for any monies withheld by a public agency to ensure performance under this Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

Securities eligible for investment under this section shall include those listed in *Government Code Section 16430* or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, Contractor may request the City to make payment of earned retentions directly to the escrow agent at the expense of Contractor. Also at Contractor‘s expense, Contractor may direct investment of the payments in securities, and Contractor shall receive interest earned on such investment upon the same conditions as provided for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest and payments received by escrow agent from the City pursuant to the terms of Section 22300. Contractor shall pay to each subcontractor, not later than 20 days after receipt of such payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure performance of Contractor.

### 3.5 Contractor’s Warranty of Contract Price.

Contractor warrants and represents that the Contract Price, includes without Limitation: (i) all overhead, general and administrative expenses, including without limitation, both on-site and off-site direct job expenses and home office overhead for the Project and all fees and assessments for building and other permits for which Contractor is responsible, licenses and inspections required for the Project, and (ii) includes and assumes that from time to time Contractor will encounter delays, difficult conditions arising from limited access to work areas or other interferences for which responsibility is not otherwise attributable to Contractor and unforeseen conditions at the Site not constituting differing site conditions. Except as otherwise provided in the Contract Documents, Contractor assumes full responsibility for its

examination, investigation and understanding of such delays and difficulties which may be encountered, and shall be deemed to have included in its Contract Price a sum to cover the cost and expense associated therewith.

**4.0 TIME**

**4.1 Time of Essence.**

Time is of the essence with respect to all time limits set forth in the Contract Documents.

**4.2 Commencement.**

**4.2.1 Construction Services.** Contractor agrees to commence the Work provided for herein within **10 Calendar Days** after receipt of the **Notification to Proceed** or as otherwise agreed in writing with the Director of his/her designee, and continue in a diligent, professional and worker-like manner without interruption until the work is completed or within a total of **235 Working Days** (this period is inclusive of time to procure needed materials, mobilization, etc.), whichever occurs first, unless this Agreement is extended, suspended or terminated as provided herein. This project shall be completed in three (3) Phases. The City shall provide the Contractor with notification to proceed separately for each Phase. It is anticipated that the working days for Phase I of this project shall take at least ninety five (95) working days, Phase II shall take at least fifty (50) working days, and Phase III shall take at least Ninety (90) working days.

**4.3 Extensions.**

The Contract Time shall not be extended except by a Change Order issued in accordance with the Contract Documents.

**4.4 Compensation for Delay.**

**4.4.1 Sole Remedy**. Extensions of time adjusting the Contract Time shall be Contractor's sole and exclusive remedy for delay for reasons beyond its reasonable control.

**4.5 Liquidated Damages.**

**IF CONTRACTOR FAILS TO ACHIEVE SUBSTANTIAL COMPLETION OF THE WORK WITHIN THE PERIODS OF TIME REFERRED TO IN PARAGRAPH 4.2.1 OF THIS AGREEMENT (AS ADJUSTED BY CHANGE ORDER FOR EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS), CITY WILL INCUR DAMAGES, THE AMOUNT OF WHICH WILL BE DIFFICULT OR IMPOSSIBLE TO ESTABLISH WITH CERTAINTY, INCLUDING BUT NOT LIMITED TO INEFFICIENCY AND DISRUPTION OF CITY'S OPERATIONS. THE PARTIES THEREFORE AGREE THAT FOR EACH DAY PAST THE COMPLETION DATES REFERRED TO IN**

**PARAGRAPH 4.2.1 (AS ADJUSTED BY CHANGE ORDER FOR THE EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS) THAT THE WORK IS NOT SUBSTANTIALLY COMPLETE, CONTRACTOR SHALL PAY CITY THE SUM OF ONE THOUSAND DOLLARS ($1,000.00) FOR EACH CALENDAR DAY DELAYED BEYOND THE TIME PRESCRIBED FOR FINISHING THE WORK AS LIQUIDATED DAMAGES. THIS SUM REPRESENTS A REASONABLE EFFORT TO ESTIMATE FAIR COMPENSATION FOR THE FORESEEABLE LOSSES CITY WILL INCUR ON ACCOUNT OF DELAYS IN SUBSTANTIAL COMPLETION OF THE WORK AND IS NOT A PENALTY. IF LIQUIDATED DAMAGES ARE NOT PAID, THE CITY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONEY DUE OR THAT MAY BECOME DUE TO THE CONTRACTOR UNDER THIS AGREEMENT IN ADDITION TO ANY OTHER REMEDY AVAILABLE TO THE CITY. CONTRACTOR SHALL NOT BE ASSESSED LIQUIDATED DAMAGES IF THE DELAY IS CAUSED BY ACTS OF GOD WHICH COULD NOT REASONABLY HAVE BEEN FORSEEN OR GUARDED AGAINST; STRIKES, BOYCOTTS OR LIKE OBSTRUCTIVE ACTIONS BY CONTRACTOR'S OR IT'S SUBCONTRACTOR'S EMPLOYEES WHICH ARE BEYOND CONTRACTOR'S CONTROL; FAILURE OF CITY TO PERFORM; OR FAILURE OF A PUBLIC UTILITY TO RELOCATE OR REMOVE AN EXISTING UTILITY REQUIRED FOR PERFORMANCE OF THIS CONTRACT. CITY AND CONTRACTOR HEREBY INDICATE THEIR AGREEMENT TO THE FOREGOING LIQUIDATED DAMAGES PROVISION:**

| | |
|---|---|
| **City of Compton** | **Contractor – Dennis Gansen, General Manager** |

**4.6 Construction Schedule.**

Within ten (10) working days after the City's execution of this Agreement, Contractor shall prepare and submit to City a detailed Construction Schedule for the entire Work prior to commencing construction. No Work shall be started until the Schedule has been approved in writing by the City. The Construction Schedule shall be prepared, utilizing a time-scaled bar chart showing continuous flow from left to right and major milestones which are critical to the completion of the construction of the project and a clearly highlighted critical path. Durations and specific calendar dates shall be clearly and legibly shown for the start and finish of each activity. Activities shall be in sufficient detail to demonstrate a practical plan to complete the construction within the Contract Time. At a minimum, the Construction Schedule shall include City review dates and City review periods related to preparation and processing of submittals, delivery of materials or equipment requiring long-lead time procurement, City's occupancy requirements showing portions of the project having occupancy priority, and proposed dates of substantial completion, performance of minor (or, "punch list") work and final completion. Prior to issuing the Notice to Proceed, the City, City Engineer and/or any

construction management firm it may utilize, will schedule a Pre- Construction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination and clarify inspection procedures.

**4.7 City Review Periods.**

All schedules prepared by Contractor, shall include such City review periods as are required by the nature of the work and/or as requested by the City. Contractor shall in all cases deliver to City prior to commencement of a City review period a written request for review, accompanied, if appropriate, by the document, question or other information requiring the City or Architect review, response, approval or consideration. For purposes of determining compliance with the City review periods, if Contractor does not deliver its request for review before the first day of a City review period scheduled in the governing schedule, the City review period shall not commence until Contractor delivers such request and the respective City review date shall be extended (without any corresponding adjustment to the Contract Time) on a day-for-day basis until Contractor delivers such request to the proper entity from which a response, review or approval is sought. To the extent that such an extension causes delay to Contractor's performance within the Contract Time, such delay shall be deemed an inexcusable delay.

**4.8 Governmental Authority Review Periods.**

Contractor shall include in all of the schedules it prepares estimates of the time required for governmental authorities to inspect, review and approval of the Work while in progress. Contractor is solely responsible for the sufficiency and accuracy of its estimates of time for all governmental authority review periods.

**4.9 Employment of Local Residents**

Pursuant to Compton Municipal Code Section 4-15.3, all contractors hired by the City for City-funded construction projects must make a good faith effort to employ up to fifty percent (50%) of local City residents for available job openings in accordance with the City's First Source Hiring Program. For purposes of this provision, "City-funded construction project" shall mean any construction project in the excess of one million dollars ($1,000,000) that is partially or entirely funded by City resources.

**4.9.1 The First Source Hiring Program**

Contractors for City-funded construction projects must comply with the City's First Source Hiring Program and shall enter into a First Source Hiring Agreement prior to the commencement of the City construction project. The agreement shall be approved via resolution by the City Council and executed by the City Manager or his/her designee. To comply with the City's program, contractors may achieve their local resident hiring goal by either utilizing the City's Local Resource Center (CareerLink Department) or by incorporating their own hiring methodology, provided that such approach can reasonably accomplish the goals of the City's local hiring program. Any failure to comply with the policies and procedures of the City's

program, including the provisions set forth in the First Source Hiring Agreement, will be considered a breach of contract and said Contractor will be subject to any penalties provided for by the Compton Municipal Code.

### 4.9.2 Participation of Contractor in the First Source Hiring Program

**.a** As soon as reasonably practicable after execution of this Hiring Agreement, Contractor shall provide to the City's Local Resource Center ("LRC") the following information about Contractor's employment needs under the Service Agreement:

**.1** Projected entry-level position employment needs under the Service Agreement and a description of such needs by job classification, weekly hours required, wages to be paid, and duration of employment.

**.2** Notification of projected hiring schedule and procedures for each entry-level position, including the time and place of hiring for each entry-level position.

**.b** Contractor must promptly deliver to the LRC a Job Notification for any available entry-level position, as they become available during the term of the Service Agreement, prior to any other efforts of Contractor to publicize such entry-level position in accordance with the following:

**.1** The Job Notification must provide to the LRC a clear and accurate job description with minimum bona fide occupational qualifications, including expectations, standard of appearance, weekly hours required, wages to be paid, duration of employment, and any special requirements (e.g. language skills, passage of a drug test by the prospective employee, possession of a valid driver's license, etc.). Job descriptions must be in accord with the skills, knowledge and abilities that are standard for that industry.

**.2** For a period of (30) days calendar days after the LRC's receipt of the Job Notification, Contractor must refrain from seeking job applicants for the entry-level position specified in the Job Notification from other sources.

**.3** Contractor must do all of the following:

- Give good faith consideration to all Program referrals;
- Review the resumes of all such Program referrals; and
- Conduct interviews for posted entry-level positions in accordance with the non-discrimination provisions of the Service Agreement.

**.c** Contractor must provide timely constructive feedback to the LRC on job applicants interviewed and hired by the Contractor, such as the name, position title, starting salary and employment start date, no later than two (2) weeks after the date of hire. Contractor will also provide constructive feedback on those job applicants not hired, such as the reasons for rejection, no later than one (1) week after the date of interview.

**4.9.3 Discretion Regarding Hiring Decisions**

Contractor agrees to work cooperatively with the LRC staff to identify effective procedures to recruit, pre-screen and interview qualified applicants for employment consideration in entry-level positions. Contractor agrees to offer the Program the first opportunity to provide qualified applicants for employment consideration in entry-level positions, subject to any enforceable collective bargaining agreements. Provided Contractor utilizes non-discriminatory screening criteria, Contractor shall have the sole discretion to interview and hire any Program referrals.

**4.9.4 Contractor's Good Faith Efforts to Comply with Program**

Contractor will make good faith efforts to comply with its obligations to participate in the City's First Source Hiring Program through the LRC. Determinations of the Contractor's good faith efforts shall be evaluated by the following:

**.a** Contractor shall be deemed to have used good faith efforts if Contractor posts every available entry-level job with the LRC, prior to posting with the general public.

**.b** Contractor fills at least thirty percent (30%) of its entry-level jobs with Program referrals, or the Contractor achieves and reports to LRC its interview and hiring percentages which are commensurate with the intent of this Hiring Agreement and effectuate the goals of the First Source Hiring Program.

**4.9.5** Contractor's failure to meet the criteria set forth above in Subsections 4.9.2 does not automatically impute "bad faith." Failure to meet the criteria set forth above shall trigger a review of the referral process and the Contractor's efforts to comply with this Hiring Agreement. Contractor's proactive participation in such a review shall also be a demonstration of good faith under this Hiring Agreement.

## 5.0 CONSTRUCTION PHASE

### 5.1 General.

**5.1.1** Contractor shall completely perform, to City's satisfaction, all of the Work in accordance with this Agreement and other Contract Documents.

**5.1.2** Unless otherwise provided in the Contract Documents, Contractor shall

furnish, or cause to be furnished, and shall pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

**5.1.3** Contractor shall attend meetings with City as frequently as is necessary to the expeditious performance of the Work for the purpose of discussing construction issues which may arise during the Project.

**5.2 Supervision of Work.**

Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

**5.3 Permits, Approvals, Licenses and Notices.**

Contractor shall obtain and pay for (i) all permits, approvals, licenses and easements; and (ii) government charges and inspection fees pertaining to the construction of the Project.

**5.4 Safety.**

**5.4.1** Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work.

**5.4.2** Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

**.a** Employees and all other persons at the Site;

**.b** Materials and equipment stored on the Site or off the Site at locations for use in performance of the Work; and

**.c** The Project and all property located at the Site, whether or not said property or structures are part of the Project or involved in the Work.

**5.4.3** Contractor shall designate an individual at the Site in the employ of Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents.

**5.4.4** Losses not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of Contractor or anyone for whose acts Contractor may be liable, shall be promptly remedied by

Contractor at Contractor's cost and without reimbursement by City as a cost of work, or in any other manner.

**5.4.5** If City deems any part of the Work or Site unsafe, City may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the Work or take corrective measures. Neither City's order nor Contractor's action in response thereto shall be the basis for adjustment in the Contract Price or Contract Time.

**5.4.6** Should this work involve digging trenches or other excavations that extend deeper than four (4) feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

**.a** Material the Contractor believes may be material that is hazardous waste, as defined in *Section 25117 of the Health and Safety Code that* is required to be removed to a Class I, Class II or Class III disposal site.

**.b** Subsurface or latent physical conditions at the Site differing from those indicated by information about the Site made available to bidders prior to deadline for submitting bids.

**.c** Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

**5.4.7** Contractor represents that in advance of the excavation of any trench deeper than five (5) feet, it shall submit for acceptance by the City or a registered civil or structural engineer, employed by the City, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

**5.5 Substitutions.**

There shall be no substitutions in the Work or procedures or methods specified by the Contract Documents for performing the Work, unless Contractor first receives written approval for such substitution from City.

**5.6 Trade Contractors.**

**5.6.1** If applicable, Contractor shall employ only Trade Contractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Each Trade Contractor, of every tier, shall be fully bound to the Contract Documents in the same manner as Contractor is bound to City for all the requirements of the Contract Documents to the extent applicable to the Trade Contractor's portion of the Work.

**5.6.2** Contractor assumes responsibility for the proper performance of the Work of Trade Contractors, of every tier, and any acts or omissions in connection with such performance. Contractor shall coordinate the activities of all Trade Contractors, of every tier.

### 5.7 Separate Contractors.

**5.7.1** Contractor agrees to reasonably cooperate with, and coordinate its activities so as not to interfere with, those Separate Contractors performing work at the Site, so that the Project can be completed in an orderly and coordinated manner without delay.

**5.7.2** If any part of the Work depends upon other work performed by Separate Contractors, Contractor shall, prior to proceeding with that part of the Work, inspect such other work and promptly notify the City of any circumstance or fact that would render such other work unacceptable for the proper performance of the Work. Contractor shall not proceed with such part of the Work without further direction from the City. Contractor shall be liable for losses incurred due to any defects in such other work not so reported by Contractor.

## 6.0 ACCOUNTING RECORDS

### 6.1 Access.

Contractor shall keep, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to keep, full and detailed accounts in accordance with the requirements of the Contract Documents and exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar Projects and be satisfactory to City and shall include preservation of such records for a period of four (4) years after final completion of the Work, or for such longer period as may be required by law.

Contractor shall allow, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to allow, City or its authorized representative(s) and accountants, within twenty-four (24) hours after requested by City, to inspect, audit or reproduce any and all records relating to the Project. Such records shall include all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, including without limitation the following: agreements; purchase orders; leases; contracts; commitments; arrangements; notes; schedules; daily diaries; superintendent reports; drawings; receipts; vouchers; memoranda; accounting records; job cost reports, job cost files (including documentation covering negotiated settlements); backcharge logs; general ledgers; documentation of cash and trade discounts earned, insurance rebates and dividends; any documents customarily maintained by contractors performing work on a cost plus a fee basis; other documents that City otherwise deems necessary to substantiate charges or claims related to the Project.

**6.2 Enforcement.**

Contractor hereby consents and agrees that any failure by Contractor to provide access to records as provided in this Article 6.0 shall be specifically enforceable by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony, to compel Contractor to permit access, inspection, audit and/or reproduction of the records or to require delivery of the records to City for inspection, audit and/or reproduction.

## 7.0 INDEMNITY, BONDS

**7.1 Indemnity.**

**7.1.1 General Indemnity.** To the fullest extent allowed by law, Contractor hereby agrees to defend, indemnify, and hold harmless City, its City Council, boards and commissions, officials, officers, agents, employees, representatives, insurers and volunteers (hereinafter collectively referred to as "City") through legal counsel acceptable to City, from and against any and all Losses arising directly or indirectly from, or in any manner relating to, any of the following: (i) any act or omission (negligent or otherwise) of Contractor, or by its Trade Contractors, of any tier; (ii) performance or nonperformance by Contractor or its Trade Contractors, of any tier, of any of the obligations under this Agreement or the other Contract Documents; (iii) the construction activities of Contractor, or its Trade Contractors, of any tier, either on the Site or on other properties; (iv) the payment or nonpayment of money by Contractor, or by any of its Trade Contractors, of any tier; or (v) any personal injury, property damage or economic loss to third persons or entities associated with the performance or nonperformance by Contractor, or any of its Trade Contractors, of any tier; provided, however, that nothing contained herein shall be construed as obligating Contractor to indemnify the City for losses resulting from the City's sole negligence, active negligence or willful misconduct. Contractor shall pay City for any costs incurred in enforcing the defense and/or indemnity obligations under this provision. Nothing in this Section 7.1 shall be construed to give rise to any implied right of indemnity in favor of Contractor against the City.

**7.1.2 Survival.** The provisions of Paragraph 7.1.1 shall survive complete performance or termination of this Agreement.

**7.1.3 Severability.** The invalidity of any portion of Paragraph 7.1.1 shall not affect or render unenforceable any other portions thereof.

**7.2 Bonds.**

**7.2.1 Bond Forms.** Prior to commencing any construction of the Work, Contractor shall file with City good and sufficient "Labor and Material Payment" and "Performance" bonds in the amount of one hundred percent (100%) of the Contract Price for each. Contractor shall take steps to assure that the penal sum of the bonds shall be increased by the amount of any additive adjustments to the Contract Price due to Change Orders. The bonds shall be on forms satisfactory to and approved by City, signed by both Contractor and

surety and properly notarized. Should any bond required hereunder or any surety on such bond become or be determined by City to be insufficient, it shall be replaced within ten (10) days by a bond that fully complies with the requirements of this Paragraph 7.2.1. No further payments to Contractor for work performed shall be made or become due until Contractor has fully complied with the requirements of this Section 7.2.

**7.2.2 Duration.** The payment bond shall remain in effect until sixty (60) days after final completion of the Work and all claims by Contractor and Trade Contractors, of every tier, have been satisfied. The performance bond provided by Contractor shall remain in effect for the duration of the period of all warranties required by the Contract Documents and shall assure faithful performance of all of Contractor's obligations under the Contract Documents, including, without limitation, all obligations that survive final completion or termination, such as but not limited to Contractor's obligations under its warranties, guarantees and to defend and indemnify City.

**7.2.3 Premiums.** The premiums for all bonds are included in the Contract Price and shall be paid by Contractor.

**7.2.4 Obligees.** The performance and payment bonds shall name City as obligee.

**7.2.5 Changes.** Change Orders, Field Orders, Modifications, Scope Changes and other Changes in the Work and adjustments to the Contract Price or Contract Time shall in no way release or exonerate Contractor or its sureties from their obligations and notice thereof shall be waived by such sureties.

**7.2.6 Communications.** City shall have the right to communicate with Contractor's sureties with respect to matters that are related to Contractor's performance of its obligations under the Contract Documents. Such communications shall not create or be interpreted as creating any contractual relationship between City and any such surety.

## 8.0 INSURANCE

**8.1 Insurance Requirements.** The Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section 8.0.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance

coverage is not in effect and evidence of insurance has not been furnished to the City. In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

**8.2 Minimum Scope of Insurance.** Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Agreement. Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work.

All insurance required hereunder shall be primary with respect to any insurance maintained by the City and shall not call on the City's program for contributions. Program(s) of insurance shall include:

**8.2.1 Commercial General Liability.** Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least $1,000,000.00 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. Products and completed operations coverage shall be maintained for a minimum of two years after completion of the Work.

**.a** The policy shall contain no endorsements or provisions limiting coverage for (1) explosion, collapse or underground hazard (XCU); (2) products and completed operations; (3) contractual liability; (4) third party action over claims; (5) cross liability exclusion for claims or suits by one insured against another; or (6) contain any exclusions contrary to the Contract.

**8.2.2 Automobile Liability.** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA0001 covering "Any Auto" (Symbol 1) with minimum limits of $1,000,000.00 each accident. If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle (as specified in the following paragraph); and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees). Independent Contractors may not be able to purchase a Business Automobile policy and consideration may be given to accepting a Personal Automobile Liability policy. Requirements should stipulate "Automobile Liability Insurance with a limit of not less than $1,000,000.00 each accident."

**8.2.3 Builder's Risk Insurance.** Builder's Risk Insurance for any property constructed on behalf of the City, to cover "all risk" of physical loss providing coverage for loss or damage from collapse, including collapse resulting from design error. The value insured shall cover 100% of the completed Contract cost and shall be maintained until full acceptance of the Work.

**8.2.4 Workers' Compensation.** Workers' Compensation Insurance, as

required by the State of California and Employer's Liability Insurance, with a limit of not less than $1,000,000.00 per accident for bodily injury and disease. Workers' Compensation and Employer's Liability insurance may not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

**8.2.5 Contractors Pollution Liability.** If there is a pollution liability exposure, Contractors Pollution Liability Insurance covering all of the Contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of $5,000,000.00 per loss and $10,000,000.00 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

**.a** Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

**.b** For projects involving transportation of hazardous waste/materials, include coverage for loading/unloading from the project site to final disposal locations, and all disposal locations shall be scheduled as non-owned disposal sites.

**.c** If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Contract and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract.

**8.3 Endorsements.** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

**8.3.1** The policy or policies of insurance required by Section 8.2.1 (Commercial General Liability) and 8.2.5 (Contractors Pollution Liability) shall be endorsed to provide the following:

**.a** Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be named as ***"additional insured"*** with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

**.b** Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Contract.

**.c** Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

**8.3.2** The policy or policies of insurance required by Section 8.2.2 (Automobile Liability) shall be endorsed to provide the following:

**.a** Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

**8.3.3** The policy or policies of insurance required by Section 8.2.3 (Builder's All Risk) shall be endorsed to provide the following:

**.a** Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

**.b** Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

**.c** Loss Payee: Losses payable under this policy shall be adjusted with the Named Insured and paid to City as its interests may appear.

**8.3.4** The policy or policies of insurance required by Section 8.2.4 (Workers' Compensation) shall be endorsed to provide the following:

**.a** Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

**.b** Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

**8.4 Waiver of Subrogation.** Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

**8.5 Deductible.** Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

**8.6 Evidence of Insurance.** The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or

extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

**8.7 Acceptability of Insurers.** Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

**8.8 Insurance for Subcontractors.** All subcontractors shall be included as additional insured's under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an ***"additional insured"*** to the subcontractor's policies.

## 9.0 CHANGE ORDERS

**9.1 Changes.** City has the right, in its sole discretion, to make whatever changes it deems necessary or desirable to the Work; no change ordered by City shall entitle Contractor to an adjustment of the Contract Price or Contract Time unless it constitutes a Scope Change.

**9.2 Change Orders.** A Change Order is a written order signed by City and Contractor, and issued after execution of this Agreement, authorizing an adjustment in the Contract Price and/or Contract Time. The Contract Price and Contract Time can be adjusted only by Change Order. No action, conduct, omission, prior failure or course of dealing by City shall act to waive, modify, change or alter the requirement that Change Orders must be in writing signed by City and that such written Change Orders are the exclusive method for effecting any adjustment to the Contract Price and Contract Time.

## 10.0 CERTIFICATIONS

**10.1 Certification of Contractor.** I, **Dennis Gansen**, **HEREBY CERTIFY** that I am the President, and duly authorized representative of the Contractor firm of **Sully-Miller Contracting Company,** and that, except as hereby expressly stated, neither I nor the above firm that I represent have: (i) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor (ii) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor (iii) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this Agreement.

**10.2 Debarment and Suspension Certification.** The Contractor, under penalty of perjury, certifies that, except as noted below, he/she/it 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; and
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years; and
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against him/her/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]**

_____ _____

**Dennis Gansen, General Manager** **(Date)**

## 11.0 DEFAULT AND TERMINATION

### 11.1 Default by Contractor.

**11.1.1 Notice of Default.** Without limitation to any of City's other rights or remedies at law or in equity, City shall have the right to terminate this Agreement in the event that Contractor fails or refuses to perform any of the obligations set forth in this Agreement or the other Contract Documents, and fails to cure such default in the manner required hereafter.

**11.1.2 Opportunity to Cure Default.** Contractor shall cure any default in

performance of its obligations under the Contract Documents within two (2) business days after receipt of written notice of such default from City; provided, however, that if the breach cannot reasonably be cured within such time then Contractor will commence to cure the breach within two (2) days and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) calendar days after receipt of such written notice.

**11.2 City's Rights and Remedies Upon Default.**

**11.2.1 Remedies Upon Default.** In the event that Contractor fails to cure any breach of this Agreement within the time periods set forth above, then City may pursue any remedies available under law or equity, including, without limitation, the following:

**.a Delete Certain Services.** City may, without terminating this Agreement, delete certain portions of the Work, reserving to itself all rights to recover losses related thereto.

**.b Perform and Withhold.** City may, without terminating this Agreement, engage others to perform the Work or portion of the Work that has not been performed by Contractor and withhold the cost thereof to City from future payments to Contractor, reserving to itself all rights to recover losses related thereto.

**.c Suspend this Agreement.** City may, without terminating this Agreement and reserving to itself all rights to recover losses related thereto, suspend all or any portion of this Agreement for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract Price or Contract Time, and shall have no liability to Contractor for adjustment to the Contract Price, Contract Time, or for losses, if City directs Contractor to resume Work.

**.d Terminate this Agreement.** City may terminate all or any part of this Agreement for cause according to the notice provisions set forth in this Agreement, reserving to itself all rights to recover losses related thereto.

**.e Invoke the Performance Bond.** City may, with or without terminating this Agreement and reserving to itself all rights to recover losses related thereto, exercise its rights under the Contractor's performance bond.

**11.2.2 Rights Cumulative.** All of City's rights and remedies under this Agreement is cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as "material" shall not be construed as implying that other breaches not so designated are not material nor shall such designations be construed as limiting City's right to terminate or the exercise of its other rights or remedies for default to only material breaches. City shall determine whether there has been noncompliance with the Contract Documents so as to warrant exercise by City of its rights and remedies for default. No termination or action taken by City after termination shall prejudice any other rights or remedies of City provided by law or equity or by the Contract Documents upon

such termination; and City may proceed against Contractor to recover all losses suffered by City.

**11.2.3 Monies.** In the event of a termination or suspension of all or a portion of the Work due to a default by Contractor, City shall have the right, without releasing Contractor or its sureties from liability for failure to fulfill this Agreement, to withhold all or a portion of the monies owing or retained until final completion of the Work. Any cost over and above the Contract Price arising from the suspension of operations of this Agreement and the completion of the Work shall be paid by Contractor's sureties. Contractor will be paid any surplus monies remaining after all contract disputes have been resolved and finally determined.

**11.2.4 Delays by Sureties.** Without limitation to any of City's other rights or remedies under the law or in equity, City has the right to suspend the performance by Contractor's sureties in the event of any of the following: (i) failure of the sureties to begin work within a reasonable time in such manner as to ensure full compliance with the Contract Documents within the Contract Time; (ii) abandonment of the Work; (iii) if at any time City is of the opinion the Work is unnecessarily or unreasonably delayed; (iv) willful violation of any terms of this Agreement; (v) failure to perform according to this Agreement or the other Contract Documents; or (vi) failure to follow instructions of City for performance of the Work within the Contract Time. City will serve notice of such failure upon the sureties and in the event the sureties neglect or refuse to cure the breach within the time specified in such notice, City shall have the power to suspend the operation or any part thereof of Contractor's sureties.

**11.2.5 Contractor Obligations.** Upon receipt of a notice of termination for default, Contractor shall, unless the notice states otherwise, perform each of the obligations set forth in Paragraph 11.4.1, below.

**11.2.6 Damages to City.**

**.a Reservation of Remedies.** City will be entitled to all damages available under the law, and all rights in equity, in the event of Contractor's breach of this Agreement or the other Contract Documents.

**.b Deductions**. If City suffers a loss due to Contractor's nonperformance, then such loss shall be deducted from the amounts withheld. Should the amount withheld exceed the amount deducted, the balance will be paid to Contractor or its designee upon completion of the Project. If the loss incurred by City exceeds the amount withheld, Contractor shall be liable to City for the difference and shall promptly remit same to City.

**.c No Release.** If, however, City elects to terminate this Agreement for cause, all monies due Contractor or retained under the terms of the Contract Documents shall be forfeited to City. Such forfeiture shall not release Contractor or its sureties from liability for failure to fulfill this Agreement. Contractor and its sureties will be credited with the amount of monies forfeited toward any greater sum they may be liable for in connection with Contractor's default.

**11.3 Suspension by City for Convenience.** City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time, as City may determine, with such period of suspension to be computed from the date of the written order. Without limitation to the foregoing, Contractor acknowledges that issuance of a suspension order by City due to circumstances relating to City's compliance with the California Environmental Quality Act is foreseeable and that such suspension order, regardless of its duration, shall not be considered a breach by City of this Agreement. Upon receipt of a suspension order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the suspension order during the period of work stoppage. Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the suspension order or it shall have the right, without incurring a liability to Contractor for lost profits or consequential damages, to delete the Work covered by such suspension order by issuing a Change Order.

**11.3.1 Resumption.** If a suspension order is canceled or expires, Contractor shall resume and continue with the Work. A Change Order will be issued adjusting the Contract Price and/or the Contract Time for additional costs of work and delay necessarily caused by such suspension.

**11.3.2 Suspension Order Required.** The provisions of this Section 11.3 shall not apply if a suspension order is not issued by City. A suspension order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

**11.4 Termination Without Cause.** City shall have the option, at its sole discretion and without cause, to terminate this Agreement in part or in whole by giving thirty (30) days' written notice to Contractor as provided herein. Contractor agrees to accept such sums as allowed under this Section 11.4 as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, Loss of anticipated profits, Loss of revenue, lost opportunity, or other consequential, direct, indirect, incidental Losses or damages, of any kind.

**11.4.1 Contractor Obligations.** Upon receipt of notice of termination without cause, Contractor shall, unless the notice directs otherwise, do the following:

**.a** Immediately discontinue performance to the extent specified in the notice;

**.b** Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of its obligations as is not discontinued;

**.c** Provide to City a description, in writing no later than two (2) business days after receipt of the notice of termination, complete copies of all subcontracts, purchase orders and contracts that are outstanding, including any change orders, amendments and modifications thereto, status of payments and balance owing, the status of performance and claims by Trade Contractors, together with such other information as City may determine necessary in order to decide whether to accept assignment of, or request Contractor to terminate the subcontract, purchase order or contract;

**.d** Promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and

**.e** Thereafter continue only such performance as may be necessary to preserve and protect work already completed or in progress and to protect materials and equipment on the Site or in transit thereto.

**11.4.2 Final Billing.** Following termination without cause and within thirty (30) days after receipt of a complete and timely billing from Contractor seeking payment of sums authorized by this Paragraph 11.4.2, City shall pay to Contractor as its sole and exclusive compensation for performance under this Agreement the following:

**.a** The Contract Price earned and payable as of the date of termination, less sums previously paid to Contractor;

**.b** Plus, reasonable costs of work of Contractor and Trade Contractors for (i) demobilizing, and (ii) administering the close out of its participation in the Project (including, without limitation, all billing and accounting functions) for a period of no longer than thirty (30) days after receipt of the notice of termination;

**11.4.3 Trade Contractors.** Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts with its Trade Contractors permitting termination for convenience by Contractor on terms that are consistent with this Agreement and that afford no greater rights of recovery against Contractor for termination than are afforded to Contractor.

**11.5 Contractor's Rights and Remedies.**

**11.5.1 Contractor's Remedies.** Contractor may terminate this Agreement for cause only upon the occurrence of one of the following:

**.a** The work is stopped for one hundred sixty (160) consecutive days, through no act or fault of Contractor, any Trade Contractor, of any tier, or any employee or agent of any of them, due to issuance of an order of a court or other governmental authority other than City having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

**.b** City fails to make payment of sums that are not in good faith disputed by City and fails to cure such default within (i) ninety (90) days after receipt of notice from Contractor notifying City of the default; and (ii) an additional thirty (30) days notice to City notifying it of its intention to terminate this Agreement.

**11.5.2 Continuous Performance.** Provided that Contractor is paid undisputed sums due under this Agreement, Contractor shall not stop, delay or interrupt continuous performance of the Work by reason of any dispute or disagreement with City, including, without limitation, any disputes or disagreements over payments of funds that are disputed in good faith by City.

## 12.0 MISCELLANEOUS PROVISIONS

**12.1 Disadvantaged Business Enterprise (DBE) Participation.** DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall cause any contract entered into with its Trade Contractors to contain all of the provisions of this section.

**12.2 Warranties.** Contractor warrants and guarantees all equipment, materials, supplies and work furnished on the Project against defective construction or workmanship for a period of one (1) year following completion of the Project, except when a longer guaranty is provided by the supplier or manufacturer of the equipment. The Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless specified and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor expressly agrees to act as co-guarantor of such equipment and materials and the Contractor shall supply City with all warranty and guaranty documents relative to equipment and materials incorporated in the Work and guaranteed by their suppliers or manufacturers.

If within one (1) year after the date of completion of the Project, any of the Work is found to be defective or not in accordance with the Contract documents, Contractor shall correct it or cause it to be corrected promptly after receipt of a written notice from the City to do so, at the Contractor's expense. This obligation shall survive completion or termination of the Contract. The City shall give notice promptly after discovery of the condition.

**12.4 Governing Law.** This Agreement shall be governed by the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

**12.5 Waiver of Jury Trial.** Contractor voluntarily waives its right to a jury trial of any cause of action, claim, counter-claim or cross-complaint in any action, proceeding or

hearing on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between City and Contractor, Contractor's performance on the Project, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect. Contractor shall include this provision for waiver of jury trial right in its contracts with its Trade Contractors who provide work to the Project, waiving the right of a jury trial in any action involving City as a party, whether by joinder, consolidation, counter-claim, cross-complaint or otherwise.

**12.6 Severability.** Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

**12.7 Successors and Assigns.** This Agreement shall be binding on successors, assigns and legal representatives of and persons in privity of contract with City or Contractor. Contractor shall not assign, sublet or transfer an interest in this Agreement without advance written approval of City. Assignment, subletting or transfer will not release Contractor from any of its obligations to City.

**12.8 Interpretation.** Contractor and City acknowledge that the terms of this Agreement has been mutually negotiated and that such documents shall not be interpreted against either City or Contractor on the basis that either party was responsible for or in control of the drafting of such documents.

**12.9 Survival.** All provisions of this Agreement which by their nature continue beyond the termination or completion of performance under this Agreement, including, without limitation, those obligations pertaining indemnification, insurance and confidentiality, shall survive and continue in force after either termination or completion of performance by Contractor.

**12.10 Conflict of Interest.** The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by Contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any Contract, subcontract or arrangement with the City. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the City, any other Contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the City interest and the interests of the third parties.

**12.11 City's Quality Assurance Plan.** The City shall evaluate Contractor's performance under this Contract. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which

the City determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the City. The report will include improvement/corrective action measures taken by the City and the Contractor. If improvement does not occur consistent with the corrective action measures, the City may terminate this Contract or seek other remedies as specified in this Contract.

**12.12 Copyrights.** No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the City who holds all the rights to said data.

**12.13 Confidentiality of Reports.** The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the City.

**12.14 Employees of Contractor.** Worker's Compensation: Contractor understands and agrees that all persons furnishing services to the City pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the City under this Contract.

**Professional Conduct:** The City does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The City will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

**12.15 Patent Rights.** The City will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under this Contractor.

**12.16 Waivers.** A waiver by either party to this Agreement of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

**12.17 Federal and State Withholding Taxes.** Contractor shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. Contractor agrees to indemnify City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Contractor's failure to comply with this provision.

**12.18 Entire Agreement.** The Contract Documents represent the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract Documents may be

amended or modified only by Change Order. Nothing contained in the Contract Documents shall be for the benefit of, create any contractual relationship with, or give rise to a cause of action in favor of any third party.

**12.19 Non-Discrimination.** During the performance of this Agreement, the Contractor 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. Contractor 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 Contractor agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause. Contractor shall cause any contract entered into with its Trade Contractors to contain all of the provisions of this section.

In the event of the Contractor'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.

**12.17 Water Pollution Control.**

**12.17.1 Best Management Practices (BMPs).** Best Management Practices shall be defined as any program, technology, process, site criteria, operating method, measure or device which controls, prevents, removes or reduces pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

The City, as permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency and private citizens. The City may assess the Contractor a penalty of $1,000 for each calendar day that the Contractor has not fully implemented the BMPs specified for the contract and/or is otherwise in noncompliance with these provisions. In addition, the City will deduct, from the final payment due the contractor, the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

**12.18 Execution Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the

entering into this Agreement does not violate any provision of any other agreement to which said party is bound. The Contractor shall complete a W9 Form in the form provided by the City.

**13.0 NOTICES**

**13.1 Delivery.** All notices, demands or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one business day after send by facsimile transmission.

**13.2 Addresses.** All notices, demands, requests or approvals from Contractor to City shall be addressed to the City at:

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 copies to:

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

All notices, demands or requests from City to Contractor shall be addressed to:

Sully-Miller Contracting Company
135 S. State College Blvd. Suite 400
Brea, CA 92821
Attn: Dennis Gansen, General Manager
(714) 578-9600 – Phone
(714) 578-9672 - Fax

**13.3 Change in Address.** 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.

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

**SULLY-MILLER CONTRACTING COMPANY**
**CONTRACTOR**

**Dated:** _____ **By** _____
**Dennis Gansen, General Manager**

**CITY OF COMPTON**
**Recommended for Approval:**

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

**Approved by:**

**Dated:** _____ **By** _____
**Johnny Ford, 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:** **Water Department**

**RESOLUTION TITLE:** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2015-2016 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED $7,867,000 TO SULLY-MILLER CONTRACTING COMPANY FOR REPLACING 5.6 MILES OF WATERLINES AS PART OF THE WATER BOND IMPROVEMENT PROJECT (CIP JOB #170W) ($8,653,700)**

| | |
|---|---|
| ***Chad Blais*** | **9/29/2015 8:31:01 AM** |
| DEPARTMENT MANAGER'S SIGNATURE | DATE |

**REVIEW / APPROVAL**

| | |
|---|---|
| ***Ruth Rugley*** | **9/30/2015 6:22:32 PM** |
| CITY ATTORNEY | DATE |
| ***Stephen Ajobiewe*** | **9/30/2015 2:24:13 PM** |
| CITY CONTROLLER | DATE |
| ***Johnny Ford*** | **9/29/2015 7:46:12 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. |

## WARRANTS APPROVED BY COUNCIL

| Warrant # | Date | Name | Services Provided | Amount | Amount Paid Year to Date |
|---|---|---|---|---|---|
| **229785** | 9/21/15 | Mark Sutton | Draw 3 Contractor's Payment Request | $9,774.00 | $26,032.00 |

**Requested by The Grants Division**

I hereby certify that the above demand in the amount of **$9,774.00** was approved at a regular meeting of the City Council and reject _____ as of October 6, 2015.

_____ Council Member

_____ Council Member

_____ City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on October 6, 2015 allowed the above demand.

_____
Alita Godwin
City Clerk

#17.

# SUTTON'S HOME IMPROVEMENTS

MARK SUTTON LICENSE # 830509

*Business (310) 604-4899 Cell (310) 569-8299 Fax (310)604-9988 marksutton.shi@gmail.com*

Job Address:
Shirley Charlotte
800 N. Kalsman
Capitan Ca 90020

Home Phone:
Cell Phone:
Business Phone:

**Job Description:** Payment Request of Draw 3 - Kalsman

| | |
|---|---|
| | |
| | |
| | |

#17.

# CONTRACTOR PAYMENT REQUEST

Date of Request: 9-1-15 Contract Amount: 32,580.—

Payment Type: ☐ Draw 1 ☐ Draw 2 ☒ Draw 3 Amount Requested: 9,774.—

☐ Retention

PAID

Owner: Shirley Charlotte

Address: 800 N. Kalsman Ave. CK. NO.

Contractor: Sutton's Home Improvement DATE

## Contractor:

I hereby request an inspection to receive payment for the amount of $ 13,032 for the payment indicated above. I certify that I have satisfactorily completed the necessary work to justify this request and that all bills incurred for labor used and materials furnished in making said repairs and improvements have been paid in full as of this date. See attached cost breakdown. I understand that I must guarantee my work for 1 year past the final date of completion.

Contractor's Signature: Mark Sutton Date: 9-1-15

## Homeowner:

I/We hereby agree that the work stated by the contractor has been completed to my/our satisfaction and approve payment to the contractor in accordance with the Agreement and contingent upon inspection and concurrence by the Rehabilitation Specialist. I/We understand that the contractor's workmanship will be guaranteed for one year past the final date of completion.

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

## City of Compton:

I hereby certify that all work is completed as indicated on the contractor's payment request. The inspection for the work listed on the attached Payment Work Breakdown was completed by Inspector _____ on _____. Payment is approved in the amount of $_____.

City Representative: Brandy Ad Date: 9/1/15

Building Inspector: _____ Date: _____

Revised 11/18/14