

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, January 12, 2016 5:45 PM

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

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

1. JANUARY 5, 2016

ACTION APPROVED

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

2. INVESTMENT REPORT - November 2015 - **(Receive/File)**

ACTION RECEIVED AND FILED

3. AN UPDATE REPORT OF THE PUBLIC FINANCE AUTHORITY LEASE REVENUE BONDS SERIES 2008 **(Receive/File)**

ACTION RECEIVED AND FILED

4. REPORT OF THE SALES TAX REVENUES (**Receive/File**)

Total Amount Received for Fiscal Year 2015/2016 - \$1,741,818.00

ACTION RECEIVED AND FILED

5. A REPORT OF THE CITY OF COMPTON 2015/2016 TAX AND REVENUE ANTICIPATION NOTES (**Receive/File**)

ACTION RECEIVED AND FILED

6. REPORT OF LICENSE FEE REVENUES (BASED ON THE GROSS REVENUES COMPUTATION) RECEIVED FROM CELEBRITY CASINOS, INC. FOR THE FISCAL YEAR 2015/2016 (**Receive/File**)

ACTION RECEIVED AND FILED

END CONSENT AGENDA

REGULAR AGENDA

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

7. APPOINTMENT(S) OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES

APPOINTMENTS TO MULTI-JURISDICTIONAL ASSOCIATION
AND COMMITTEES FOR CITY OF COMPTON
REPRESENTATION

ACTION VARIOUS APPOINTMENTS MADE

CITY MANAGER'S REPORT

8. A REQUEST TO SCHEDULE A PUBLIC HEARING FOR A DEVELOPMENT PROPOSAL TO INCLUDE A 70,000 SQUARE FOOT THEATRE, PERFORMING ARTS CENTER, PARKING STRUCTURE AND OFFICE BUILDING (**February 9, 2016 at 5:45 p.m.**)

ACTION HEARING SET FOR 2/9/2016 at 5:45PM

9. THIRD DISTRICT CITY COUNCIL APPOINTMENT PROCESS (**Discussion**)

ACTION RE-AGENDAD

CITY ATTORNEY'S REPORTS

CLOSED SESSION

10. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 16 parcels of land located within the City of Compton's
Billboard Overlay Zone (B-O Zone)
Negotiating Parties: City of Compton/Billboard Display, LLC
Under Negotiation: Price, Terms and Payment
Pursuant to California Government Code Section 54956.8

CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 600 N. Alameda Street, Compton
Negotiating Parties: City of Compton/The ARC of Mid-Cities
Under Negotiation: Price, Terms and Payment
Pursuant to California Government Code Section 54956.8

ACTION NO REPORTABLE ACTION TAKEN

UNFINISHED BUSINESS

NEW BUSINESS

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT
AND ISSUE A PURCHASE ORDER TO SOUTHWEST PIPELINE &
TRENCHLESS CORP. FOR THE WILMINGTON/ ALONDRA AREA SEWER
RESTORATION PROJECT (CIP# 10-20/JN 135S)

RESOLUTION 24,275

12. SUBSEQUENT NEED ITEM: REQUEST FOR FEE WAIVER FOR FUNERAL
SERVICES FOR HAROLD HARFIELD

ACTION APPROVED

13. SUBSEQUENT NEED ITEM: REQUEST FOR FEE WAIVER FOR FUNERAL
SERVICES FOR MICHAEL TURNER

ACTION APPROVED

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, January 19, 2016 @ 3:30 PM.

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

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

JANUARY 5, 2016

The City Council meeting was called to order at 3:44 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, Sharif, Brown

Council Members Absent: Zurita, Arceneaux

Other Officials Present: R. Rugley, A. Godwin, R. Haley

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, petitioned the City Council to inquire about the logistics of Item No. 8 and why the City is purchasing heavy duty service vehicles from the Water Department. He went on to ask questions about the amendment and property that was added to the resolution approved during the Successor Agency meeting held December 22, 2015.

Tomas Carlos, Compton resident, complimented the City Council on the success of the Compton Grocery Giveaway hosted by television personality and Compton native Anthony Anderson. He went on to congratulate Yvonne Arceneaux on her 22 years of dedicated service to the citizens of Compton.

***Councilperson Zurita entered the meeting at 3:50 p.m.**

David Irons, Compton resident, expressed a concern for a more civic-minded City Council. He went on to state that he almost left the Council Chambers because he was worried that the amount of people on the dais would result in a lack of a quorum. He also requested a consorted effort from the City to improve the condition of the City's streets and the Martin Luther King Jr. & Cesar Chavez monument.

Benjamin Holifield, Compton resident, petitioned the City Council to seriously consider a willful effort in making the City clean, safe, and friendly starting with the area surrounding City Hall. He went on to inquire about economic development projects but more specifically tourism and the prospect of installing a "City of Compton" sign at the Alameda Street exit along the 91 freeway. He demanded that the gate be opened that connects the Gateway Towne Center and Metro Transit at Artesia Boulevard in an effort to improve the City's economy. He also requested a surge in economic development and marketing efforts on the City's behalf. He cited a lack of Christmas decorations on Compton Boulevard during the Christmas parade and spoke in support of a loving and unified community.

Lynn Boone, Compton resident, affirmed that the New Year is already beginning in error without a City Attorney on the dais and that the lack of interest in having City Council meetings is apparent. She went on to state that during a Successor Agency meeting held on December 22, 2015, an item was pulled for discussion in closed session. She acknowledged that she is not an attorney, but maintained that the action of taking the item into closed session and amending it, was a violation of the rights of the citizens of Compton under the Brown Act. Ms. Boone went on to declare that it is improper for Chairperson Brown to prohibit or mandate any action without a vote of the City Council. She asserted that the New Year should begin with protocols being followed, decent and in order. She also stated that in memory of Michael Turner, she will not allow Mr. James' property to be stolen.

CONSENT AGENDA

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

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

APPROVAL OF MINUTES

- 1. DECEMBER 22, 2015 (Approved)

END CONSENT AGENDA

REGULAR AGENDA

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

- 2. REMOVAL OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES

LETTER OF RESIGNATION - COUNCILWOMAN YVONNE ARCENEAX - CITY COUNCIL, DISTRICT 3

On motion by Zurita, seconded by Galvan, the resignation of Councilwoman Yvonne Arceneaux was received and filed, by the following vote on roll call:

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

CITY MANAGER’S REPORT

- 3. DECLARING CITY COUNCIL SEAT - DISTRICT 3 VACANT

On motion by Zurita, seconded by Galvan, City Council Seat for District Three was declared vacant, by the following vote on roll call:

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

CITY ATTORNEY’S REPORTS

- 4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
One (1) Potential Case Pursuant to California Government Code Section 54956.9(d)(2)

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

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

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

- 5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE STATE WATER RESOURCES CONTROL BOARD FOR ANNUAL WASTE DISCHARGE FEES FOR THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT (\$34,092)

On motion by Sharif, seconded by Zurita, **Resolution # 24,271** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE STATE WATER RESOURCES CONTROL BOARD FOR ANNUAL WASTE DISCHARGE FEES FOR THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT (\$34,092)**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Arceneaux

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE QUOTE FROM FILTRONICS, INC. AND ISSUE A PURCHASE ORDER FOR THE PURCHASE OF AN IRON AND MANGANESE FILTRATION SYSTEM FOR THE WELL NO. 20 TREATMENT PLANT (\$384,785.00)

It was moved by Zurita, seconded by Sharif, for discussion.

Councilperson Zurita asked the City Manager if this item will be used for the water reservoir system at Sebrie Park.

Glen Kau, Public Works Director, replied affirmatively, noting that this is the last item to be purchased and installed for the operation of the well's filtration system.

Councilperson Zurita requested a report back from the City Manager regarding what else needs to be purchased or installed to complete the water well project, as well as information related to how the increase in the water pressure will benefit the residents in that area.

On motion by Zurita, seconded by Sharif, **Resolution # 24,272** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE QUOTE FROM FILTRONICS, INC. AND ISSUE A PURCHASE ORDER FOR THE PURCHASE OF AN IRON AND MANGANESE FILTRATION SYSTEM FOR THE WELL NO. 20 TREATMENT PLANT (\$384,785.00)**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Arceneaux

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR CARMENITA TRUCK CENTER FOR COMPTON FIRE DEPARTMENT VEHICLE MAINTENANCE AND REPAIR (\$35,000)

On motion by Zurita, seconded by Sharif, **Resolution # 24,273** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR CARMENITA TRUCK CENTER FOR COMPTON FIRE DEPARTMENT VEHICLE MAINTENANCE AND REPAIR (\$35,000)**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Arceneaux

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT MULTIPLE VENDOR QUOTES AND ISSUE MULTIPLE PURCHASE ORDERS FOR THE PURCHASE OF MISCELLANEOUS HEAVY DUTY WATER SERVICE VEHICLES USED FOR MAINTENANCE OF THE WATER SYSTEM (\$447,090.79)

#1.

It was moved by Zurita, seconded by Galvan, for discussion.

Mayor Brown asked the City Manager to clarify the purpose of the proposed acquisitions.

City Manager Haley assured Mr. Ray and the Compton community that the four heavy-duty trucks on tonight's agenda are not pre-owned by the Water Department. Additionally, Mr. Haley went on to state that the vehicles referred to by Mr. Ray were small trucks purchased by the Water Department during the 2013-2014 fiscal year and delivered during the 2014-2015 fiscal year.

On motion by Zurita, seconded by Galvan, **Resolution # 24,274** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT MULTIPLE VENDOR QUOTES AND ISSUE MULTIPLE PURCHASE ORDERS FOR THE PURCHASE OF MISCELLANEOUS HEAVY DUTY WATER SERVICE VEHICLES USED FOR MAINTENANCE OF THE WATER SYSTEM (\$447,090.79)**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Arceneaux

APPROVAL OF WARRANTS

9. Warrant #231183 - Date - 12/08/15 - Name - MDG Associates Inc. - Services - Labor compliance services for CDBG Street Improvement Project - Amount - \$19,788.75 - Requested by: Grants Division

Warrant #231250 - Date - 12/10/15 - Name - Veer Oil Partners Inc. - Services - Fuel for refueling of City Vehicles - Amount - \$8,684.00 - Requested by: General Services

Total Amount - \$28,472.75

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

AYES: Council Members - Zurita, Galvan, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Arceneaux

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Wished everyone a Happy New Year.
- Requested a report back from the City Manager regarding the cost of this year's Christmas parade.
- Warned the residents against placing their Christmas trees on fences near their homes.
- Asked the residents to put their Christmas trees out on their normal trash pick-up days.
- Asked that staff address the storm drainage problems in front of the Rosecrans Crossings.

Meeting adjournments

Harold Hartfield

Councilperson Galvan offered the following communications/announcements:

- Commended Parks & Recreation staff for their efforts to organize the “3rd Annual Christmas Toy Giveaway” at Oaks Park.
- Requested an update on his order to remove graffiti posted over the weekend.
- Instructed the City Manager to address the storm drainage problems on the corner of Tucker Street and Long Beach Boulevard.

Meeting adjournments

Michael Turner

Councilperson Sharif offered the following communications/announcements:

- Requested an update from the City Manager regarding the following items: 1) her request to install surveillance cameras in hot spots, 2) the monitoring of an overflowing yellow donation box on Long Beach Boulevard, 3) the \$8.50 processing fee citizens are charged when paying their water bill online, by check, and credit card.
- Inquired about the City's economic development plan.
 - **City Manager Haley** stated that the City is in the process of creating an economic development plan to bring before City Council.
- “Farewell Luncheon” will be held for Councilperson Arceneaux Saturday, January 23, 2016 at Burrell McDonald Park from 3 p.m. to 5 p.m.

Meeting adjournment

Ellis Cook

Leroy Brown Sr.

Willard McCumby

Josephine Bolden

Natalie Cole

Thurman Johnson

John Dawson Sr.

Mayor Aja Brown offered the following communications/announcements:

- Complimented everyone that supported the Compton Christmas Grocery Giveaway hosted by Anthony Anderson and Marcellus White with a special thanks to Mad Mac Foundation, Compton Empowered, 92.3 The Beat, and all volunteers.
- 2nd Annual Leadership Breakfast & Awards Ceremony will be held Saturday, January 30, 2016 from 9 a.m. to 11 a.m. at the Dollarhide Community Center.
- National News: Today, President Barack Obama announced his executive order to extend the background check process for gun buyers.
- Free sandbags will be provided to Compton residents during the rainy season at Fire Station No. 1 located at 201 South Acacia Avenue and the Public Works Yard located at 458 South Alameda Avenue. For more information, please call (310) 605-5670. Valid identification will be required.
- Asked the City Manager to follow-up with Republic Trash Company concerning Christmas tree pick-up.

MEETING RECESSED TO CLOSED SESSION AT 4:30 P.M.

On motion by Galvan, seconded by Sharif, to recess the meeting at 4:30 p.m., by the following vote on roll call:

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

MEETING RECONVENED FROM CLOSED SESSION AT 5:25 P.M.

ROLL CALL

Council Members Present: Zurita, Sharif, Brown
Council Members Absent: Galvan, Arceneaux

REPORT OUT OF CLOSED SESSION

City Attorney Cornwell reported out of closed session conference with legal counsel - anticipated litigation one (1) potential case. No reportable action was taken pursuant to California Government Code Section 54956.9(d)(2).

ADJOURNMENT

On motion by Zurita, seconded by Sharif, the meeting was adjourned at 5:26 p.m. in the memory of **Harold Hartfield, Michael Turner, John Dawson Sr., Ellis Cook, Leroy Brown Sr., Willard McCumby, Josephine Bolden, Natalie Cole, Thurman Johnson**, by the following vote on roll call:

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

City Clerk of the City of Compton

Mayor of the City of Compton

DATE: JANUARY 12, 2016
TO: MAYOR AND COUNCIL MEMBERS
FROM: CITY TREASURER
SUBJECT: INVESTMENT REPORT

IN ORDER TO COMPLY WITH STATE LAW AND THE CITY'S INVESTMENT POLICY, THE ATTACHED REPORT ACCURATELY REFLECTS ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND SUCCESSOR AGENCY AS OF NOVEMBER 30, 2015.

DOUGLAS SANDERS
CITY TREASURER



CITY OF COMPTON
Portfolio Management
Portfolio Summary
November 30, 2015

City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
(310)605-5515

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 368 Equiv.
Passbook/Checking Accounts - 2	707,335.06	707,335.06	707,335.06	3.81	1	1	0.109	0.110
Local Agency Investment Funds	17,754,834.74	17,754,834.74	17,754,834.74	85.53	1	1	0.315	0.319
Managed Pool & Money Market Account	124,409.15	124,409.15	124,409.15	0.67	1	1	0.148	0.150
Investments	18,586,578.95	18,586,578.95	18,586,578.95	100.00%	1	1	0.306	0.310

Total Earnings	November 30	Month Ending	Fiscal Year To Date
Current Year		4,746.91	29,421.76
Average Daily Balance		18,607,168.86	22,605,042.42
Effective Rate of Return		0.31%	0.31%

This report reflects all pooled investments in conformity with the investment policy adopted by the City Council Gov Code 53646(b) (3)). The monthly investment report must state the ability of the city to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient cash funds may or may not be available. The investment program should provide client cash to meet six months of estimated expenditures; there should be sufficient cash available. In August 2015 the City completed another TRAN's transaction of approximately \$10 million with the balance due in June 2016. As of November 30, 2015, the fifth month of the Fiscal Year 2015/2016, the City had a combined estimated total in the General City Bank account and LAIF accounts of \$11 million. At the time of this report period, there are approximately \$4.7 million in outstanding warrants and payroll funding to be paid to vendors. Our PERS balance is approximately \$170,048 as of the date of this report period. PERS balance is very low, however in approximately one month the City will receive property tax revenue and there should be a substantial increase due to the Governor signing a bill for city's that have pension cost in their property taxes. In the meantime the City will have to use funds in the General City account to make payments. Interest rates continue to be very low due to the Fed Fund rate being below 1/2 of 1% or .0025%. In real terms the interest is near 0. In previous Fed meetings they stated to continue to keep the fed rates below 1/2 of 1%. At the time of this report the Fed did increase the Fund rate by .25% at their December meeting, the first increase in seven years. The City of Compton's next property tax revenue is in December and January of this fiscal year 2015/2016. The City made its major Bond payments in August and September 2015. The next major bond payment is for the CRA/SUCCESSOR AGENCY In February 2016 approximately \$6 or \$7 million. Over the last 4 years, our City continues in meeting its obligations to the vendors on payments, due to the combined efforts of Management, The City Controller's office, as well as The Treasurer's office, contributing to the success of our City.

The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA.

Treasury Rates as of 11/30/15
3 month T-Bill @ 0.1680%
6 month T-Bill @ 0.3870%
1 year T-Bill @ 0.4790%

DOUGLAS SANDERS, CITY TREASURER

Reporting period 11/01/2015-11/30/2015

Run Date: 12/29/2015 - 15:50

Portfolio COMP
AC
PM (PRE_PMT) 7.3.0
Report Ver. 7.3.3b

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
November 30, 2015

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Passbook/Checking Accounts -2												
5007	6007	Family Self Sufficiency			401,356.69	401,356.69	401,356.69	0.080	0.079	0.080	1	
4000	4000	Neighborhood Improvement			305,978.37	305,978.37	305,978.37	0.150	0.148	0.150	1	
		Subtotal and Average	707,273.09		707,335.06	707,335.06	707,335.06		0.109	0.110	1	
Local Agency Investment Funds												
6000	6000	General City			6,288,056.66	6,288,056.66	6,288,056.66	0.319	0.315	0.319	1	
6011	6011	SA Low Cost Housing			177,854.48	177,854.48	177,854.48	0.319	0.315	0.319	1	
6029	6029	Measure R			705,002.66	705,002.66	705,002.66	0.319	0.315	0.319	1	
6018	6018	EDA Revolving Loan			437,775.96	437,775.96	437,775.96	0.319	0.315	0.319	1	
6002	6002	Prop C			4,205,630.92	4,205,630.92	4,205,630.92	0.319	0.315	0.319	1	
6030	6030	PROP A			2,246,703.86	2,246,703.86	2,246,703.86	0.319	0.315	0.319	1	
6027	6027	River Mountain Conservancy			11,792.97	11,792.97	11,792.97	0.319	0.315	0.319	1	
6007	6007	Successor Agency General			10,593.98	10,593.98	10,593.98	0.319	0.315	0.319	1	
6003	6003	Sewer Bond Proceeds			831,070.09	831,070.09	831,070.09	0.319	0.315	0.319	1	
---	6022	Regional Park			2,749,136.64	2,749,136.64	2,749,136.64	0.319	0.315	0.319	1	
---	6021	Retirement Fund			91,216.52	91,216.52	91,216.52	0.319	0.315	0.319	1	
		Subtotal and Average	17,775,501.41		17,754,834.74	17,754,834.74	17,754,834.74		0.315	0.319	1	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt			123,878.03	123,878.03	123,878.03	0.150	0.148	0.150	1	
5005	5005	Rental Rehab Prg Money Market			203.07	203.07	203.07	0.060	0.059	0.060	1	
5003	5003	Residential Rehab Money Market			330.05	330.05	330.05	0.040	0.039	0.040	1	
		Subtotal and Average	124,394.37		124,409.15	124,409.15	124,409.15		0.148	0.150	1	
		Total and Average	18,607,168.86		18,586,678.95	18,586,678.95	18,586,678.95		0.306	0.310	1	

Portfolio COMP
AC
PM (PRF_PM2) 7.3.0

Report Ver. 7.3.3b

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
NOVEMBER 30, 2015

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	1,581,278.16
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	4,565,539.10
1520	MEASURE R	BANK OF THE WEST	177,027.16
2000	PROP A	BANK OF THE WEST	287,738.73
4000	SA GENERAL	BANK OF THE WEST	1,148,661.85
1203	SA LOW COST HOUSING	BANK OF THE WEST	2,467,050.92
2100	PERS	BANK OF THE WEST	79,192.97
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	179,145.40
1001	COC - REGIONAL PARK	BANK OF THE WEST	963.80
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	401,356.69
2754-84-85	JTPA - CAREERLINK	BANK OF THE WEST	314,717.97
2805	HOME LOAN PROGRAM	BANK OF THE WEST	544,613.60
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	2,414,340.18
1022	POLICE DRUG PROPERTY FORFEITURE	BANK OF THE WEST	8,805.90
5116	BOND SEWER CONSTRUCTION FUND	BANK OF THE WEST	8,328.40
6400	LIABILITY	BANK OF THE WEST	108,954.84

#2.

**CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
NOVEMBER 30, 2015**

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
1001	COC - CHANGE FUND	BANK OF THE WEST	351.00
1900	PROP C	BANK OF THE WEST	140,718.71
6300	WORKERS COMP	BANK OF THE WEST	159,137.87
2820	HOUSING AUTHORITY	BANK OF THE WEST	1,410,624.56
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	615,759.51
1061	COPS GRANT WEED AND SEED	BANK OF THE WEST	4,008.44
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	373,316.35
1001	COC UTILITIES BILLINGS	BANK OF THE WEST	2,222,518.02

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Treasurer
RESOLUTION TITLE: INVESTMENT REPORT - November 2015 - (Receive/File)

Douglas Sanders
DEPARTMENT MANAGER’S SIGNATURE

1/6/2016 12:37:17 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

1/7/2016 7:41:49 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

1/7/2016 12:05:45 PM
DATE

Roger Haley
CITY MANAGER

1/6/2016 1:40:52 PM
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.

January 12, 2016

TO: CHAIRPERSON & DIRECTORS

FROM: CITY CONTROLLER

SUBJECT: **BOARD OF DIRECTORS OF THE PUBLIC FINANCE
AUTHORITY – AN UPDATE REPORT OF THE PUBLIC
FINANCE AUTHORITY LEASE REVENUE BONDS SERIES
2008**

SUMMARY

This update report contains the balance of the bond obligation, the associated bond interest payable and the proceeds of the bond not yet spent but held with the Bond Trustee (US Bank) as of **December 31, 2015** in respect of the Public Finance Authority Lease Revenue Bonds Series 2008.

BACKGROUND

The Public Finance Authority (PFA) was established for the purpose of financing public capital improvements, and to provide working capital for the City and the former Community Redevelopment Agency. PFA currently has only one outstanding bond - the Public Finance Authority Lease Revenue Bonds Series 2008 which was issued on May 1, 2008. The PFA Lease Revenue Bonds Series 2008 was approved by the City Council with Resolution No. 22,536 dated 3/11/2008 to fully pay off an earlier bond issued in 1997 and to finance the following capital projects (2008 Projects):

1. Rehabilitation of Compton City Hall for **\$5,200,000**
2. Facilities improvement and equipment purchase for the City's Parks in the amount of **\$3,134,000**
3. Purchase and installation of City-wide surveillance cameras for **\$2,000,000**
4. Design and construction of Senior Citizen Center for **\$11,200,000**
5. Design and construction of Parking Structure as part of the Transit Center revitalization project for **\$8,366,000**.

Pursuant to Resolution No 22,901 of July 28, 2009, the City Council made certain changes to the definition of "2008 Projects" and reallocated funds in the PFA 2008 Lease Revenues Bonds account for the purpose of financing those changes. Specifically, the City Council mandated that the construction of the Senior Citizen Center and Parking Structure should be funded by the then Community Redevelopment Agency (CRA) and not from the Lease Revenue Bond. Therefore, the amounts originally allocated for the Senior Citizen Center project (**\$11,200,000**) and Parking Structure project (**\$8,366,000**) were reallocated to finance the Compton Police Project. After commencement of the project, the City Council subsequently mandated that the Compton Police Project should be discontinued, and ratified all costs incurred on the project.

Public Finance Authority
Page 2 of 4

Resolution No 23,422 of November 8, 2011 made further changes to the “2008 Projects” and reallocated funds for the purpose of financing the changes. Specifically, the City Council mandated that funds should be reallocated to finance the Martin Luther King Multimodal Transit center in the amount of **\$4,000,000**, the Compton Dispatch Center for **\$700,000** and debt service payment of the Lease Revenue Bond in the amount of **\$7,000,000**.

On July 2, 2013, the City Council approved further change to the “2008 Projects” with Resolution No. 23,789 to include financing of further improvements to the Martin Luther King Multimodal Transit Center in an additional amount not to exceed **\$665,000**.

On July 28, 2015, the City Council approved the commencement of arrangements to refund the Lease Revenue Bonds by using the unspent proceeds of the Bond for the partial repayment of the Bond. The resolution authorized the allocation of an amount not-to-exceed **\$4,000,000** of the unspent proceeds of the Bond to specifically pay the principal and interest of the Bond due on September 1, 2015.

STATEMENT OF ISSUE

The table below shows the amount allocated to the initial projects (“2008 Projects”) approved by the City Council with Resolution No. 22,536 dated 3/11/2008, the amounts of reallocation made by the City Council with Resolution No. 22901 of 7/28/2009, the amounts of further reallocation by the Council with Resolution No. 23,422 of 11/8/2011, the additional amount reallocated for the MLK Transit Center with Resolution No. 23,789 of 7/2/2013, the amount spent on each project and the balances not yet spent or reallocated.

Project	Initial Allocation Resolution # 22,536	Second Reallocation Resolution # 22,901	Third Reallocation Resolution # 23,422	Amount Spent To-date	Unspent Balance To-date	Remarks
City Hall Rehabilitation	\$ 5,200,000	\$ 5,200,000	\$ 5,200,000	\$ 457,117	\$ 4,742,883	
Parks Rehabilitation	3,134,000	3,134,000	3,134,000	2,048,899	1,085,101	
Surveillance Cameras	2,000,000	2,000,000	2,000,000	1,736,419	263,581	
Senior Citizen Center	11,200,000	-	-	-	-	
Parking Structure	8,366,000	-	-	-	-	Resolution No. 22,901 (2009) erroneously indicated \$8,701,000.
Compton Police Project	-	19,566,000	1,792,902	1,792,902	-	The unspent amount of \$17.77m was reallocated by Res. 23,422.
MLK Project	-	-	4,000,000	3,990,525	9,475	
MLK Improvements	-	-	665,000	658,772	6,228	Additional allocation per Resolution No. 23,789.
Debt Service Payments	-	-	7,000,000	6,959,663	40,337	Resolution 23,422
Debt Service Payments	-	-	4,000,000	2,784,944	1,215,056	Resolution 24,211 allocated \$4 million for debt service payment
Compton Dispatch Center	-	-	700,000	-	700,000	
Unallocated	-	-	1,408,098	-	1,408,098	Amount not yet reallocated to any project.
Total	\$ 29,900,000	\$ 29,900,000	\$ 29,900,000	\$20,429,241	\$ 9,470,759	

The MLK Project has been completed and put to use by the City. The City-wide camera project was in progress as of time of this report. Several cameras have been installed and are currently functioning.

Public Finance Authority
Page 3 of 4

Some of the specific tasks under the Parks Rehabilitation Project have been completed. The City Council approved during the 2014/2015 Fiscal Year that the unspent balance under the Parks Rehabilitation Project should be utilized to complete other aspects of the City's park improvement. The amounts allocated for the debt service payments have been utilized to make the debt payments.

The actual amount of cash at US Bank (Bond Trustee) representing total proceeds of the PFA Lease Revenue Bonds Series 2008 not yet spent as of **December 31, 2015** was **\$12,895,166**. The bank balance comprised the following:

Bank Balance 12/31/2015	
Capital Project Account	\$ 8,946,028
Reserve Account (Lease Revenue Bonds Fund)	<u>3,949,138</u>
Total balance at US Bank	<u>\$ 12,895,166</u>

The amounts of the outstanding principal obligation and the associated bond interest payable for the duration of the PFA Lease Revenue Bonds Series 2008 are shown below:

Fiscal Year	Principal Payment	Interest Payment	Total Payment	Remarks
2008-2009	\$ 1,130,000	\$ 788,362.50	\$ 1,918,362.50	Bond payment made by the City
2009-2010	-	2,319,887.50	2,319,887.50	Bond payment made by the City
2010-2011	-	2,319,887.50	2,319,887.50	Bond payment made by the City
2011-2012	-	2,319,887.50	2,319,887.50	Bond payment made by the City
2012-2013	-	2,319,887.50	2,319,887.50	Bond payment made by the City
2013-2014	-	2,319,887.50	2,319,887.50	Bond payment made by the City
2014-2015	-	2,319,887.50	2,319,887.50	Bond payment made by the City
2015-2016	1,625,000	2,319,887.50	3,944,887.50	\$2,784,943.75 paid, \$1,159,943.75 due on 3/1/2016
2016-2017	1,710,000	2,238,387.50	3,948,387.50	Not yet due for payment
2017-2018	1,795,000	2,153,137.50	3,948,137.50	Not yet due for payment
2018-2019	1,885,000	2,063,387.50	3,948,387.50	Not yet due for payment
2019-2020	1,980,000	1,969,137.50	3,949,137.50	Not yet due for payment
2020-2021	2,075,000	1,870,137.50	3,945,137.50	Not yet due for payment
2021-2022	2,180,000	1,766,387.50	3,946,387.50	Not yet due for payment
2022-2023	2,290,000	1,657,387.50	3,947,387.50	Not yet due for payment
2023-2024	2,405,000	1,542,887.50	3,947,887.50	Not yet due for payment
2024-2025	2,530,000	1,416,625.50	3,946,625.50	Not yet due for payment
2025-2026	2,665,000	1,283,800.00	3,948,800.00	Not yet due for payment
2026-2027	2,805,000	1,143,887.50	3,948,887.50	Not yet due for payment
2027-2028	2,950,000	996,625.00	3,946,625.00	Not yet due for payment
2028-2029	3,105,000	841,750.00	3,946,750.00	Not yet due for payment
2029-2030	3,260,000	686,500.00	3,946,500.00	Not yet due for payment
2030-2031	3,425,000	523,500.00	3,948,500.00	Not yet due for payment
2031-2032	3,595,000	352,250.00	3,947,250.00	Not yet due for payment
2032-2033	3,450,000	172,759.50	3,622,759.50	Not yet due for payment
	\$46,860,000	\$ 39,706,122.50	\$ 86,566,122.50	

#3.

**Public Finance Authority
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RECOMMENDATION

It is recommended that the Chairperson and Board of Directors receive and file this report.

**STEPHEN AJOBIEWE
CITY CONTROLLER**

APPROVED FOR FORWARDING:

**ROGER L. HALEY
CITY MANAGER**

January 12, 2016

TO: **THE HONORABLE MAYOR & COUNCIL MEMBERS**

FROM: **CITY CONTROLLER**

SUBJECT: **REPORT OF SALES AND USE TAX REVENUES – AS OF
DECEMBER 31, 2015**

This report contains an update of the Sales and Use Tax revenues received by the City of Compton as of December 31, 2015. The City's Sales and Use Tax Rate is currently **9.00%**. This rate comprises the following:

	Fiscal Year 2015/2016	Fiscal Year 2014/2015
Sales Tax Rate Imposed by State of California	7.50%	7.50%
Sales Tax Rate Imposed by Los Angeles County	1.50%	1.50%
Sales Tax Rate Imposed by City of Compton	<u>0.00%</u>	<u>0.00%</u>
Total Sales Tax Rate	<u>9.00%</u>	<u>9.00%</u>
 Actual Sales Tax amount received as of Dec. 31	 <u>\$ 1,741,818</u>	 <u>\$ 1,586,799</u>

The portion of the **9%** sales tax rate receivable by the City of Compton is approximately **1%**. The City has received **\$1,741,818** as part of the Sales and Use Tax revenue for the 2015/2016 Fiscal Year. The City budgeted to receive a total of **\$7,560,540** in Sales and Use Tax revenue during Fiscal Year 2015/2016.

Thank you.

STEPHEN AJOBIEWE
CITY CONTROLLER

ROGER L. HALEY
CITY MANAGER

January 12, 2016

TO: **THE HONORABLE MAYOR & COUNCIL MEMBERS**

FROM: **CITY CONTROLLER**

SUBJECT: **REPORT OF THE CITY OF COMPTON 2015/2016
TAX AND REVENUE ANTICIPATION NOTES**

SUMMARY

This report contains relevant information about the City of Compton **2015/2016 Tax and Revenue Anticipation Notes (TRANS)** issued in August 2015. The TRANS represents obligation of the General City.

BACKGROUND

For several years, the City experienced cash flow problem during the first half of each fiscal year (i.e. from July to December of each year). The cash flow issue was a result of the fact that the City received bulk of its General Fund revenues (especially the Motor Vehicle License Fee and Property Tax revenues) during the second half of the year. The City received smaller amounts of General Fund revenues during the first half of each fiscal year. This situation meant that the City had to delay payments to its vendors (during the first half of each year) which resulted in strained relationship with the City's critical vendors.

To ensure that the City does not experience the annual cash flow problem, the City Council authorized the issuance of **\$10.00 million Tax and Revenue Anticipation Notes (TRANS)** to provide cash for financing the City's operations during the first half of the 2015/2016 fiscal year.

The City utilized the proceeds of the 2015/2016 TRANS to remain current in paying its monthly bills until the revenue collections increased significantly in the second half of the fiscal year. The TRANS will be fully repaid (principal and interest) in **June 2016** utilizing the General Fund secured revenues accumulated in a lock box from July1, 2015 to May 31, 2016.

STATEMENT OF ISSUE

The net proceeds of the TRANS of **\$9,712,500** (after deducting underwriter's discount of \$90,000, and total issue expense of \$197,500 as detailed below) was deposited with the City's Trustee (US Bank).

The total issue expense of \$197,500 represents professional fees of the Attorneys, Bond Consultants, Capital Market Specialist, and Trustee engaged for the issuance of the TRANS. The services of the professionals were necessary to ensure that the issuance of the TRANS was properly documented, marketed to investors, registered with the necessary Agencies and that all legal requirements were complied with. The fees were verified and paid directly by the Trustee (US Bank) and the fees were deducted from the proceeds of the TRANS deposited in the City's US Bank account. Details of the professional services regarding the TRANS are:

Name	Professional Service	Fee Amount
Gonzalez, Saggio & Harlan LLP	Bonds Counsel for the TRANS	\$ 60,000
Butler Snow LLP	Special Counsel review of the TRANS	50,000
Comer Capital Group	Capital Market Services	60,000
CCG Asset Management	Cash Investment Services	8,500
IFC Securities	Bond Underwriters	7,500
Bell & Washington, LLP	Underwriter's Counsel Services	7,500
US Bank	Trustee Services	1,500
Dorsey & Whitney, LLP	Corporate and Business Law Services	2,500
	Total	\$ 197,500

As of December 31, 2015, the total amount of **\$8,110,626** from the proceeds of the TRANS has been utilized to pay the Los Angeles County Sheriff for the law enforcement services within the City. The breakdown of the amount is as follows:

Description	Month Paid	Amount
LA County Sheriff	September 2015	\$ 3,207,611
LA County Sheriff	October 2015	1,641,079
LA County Sheriff	October 2015	1,630,968
LA County Sheriff	December 2015	<u>1,630,968</u>
	Total	<u>\$ 8,110,626</u>

The balance of the proceeds of the TRANS not yet spent as of December 31, 2015 was **\$1,612,598**. Analysis of the balance is as follows:

	Amount
Net proceeds of the TRANS	\$ 9,712,500
Add: Interest and other amount credited	<u>10,724</u>
	9,723,224
Less: Payments to LA County Sheriff	<u>8,110,626</u>
Balance of the TRANS not yet spent	<u>\$ 1,612,598</u>

**Public Finance Authority
Page 3 of 3**

RECOMMENDATION

It is recommended that the Chairperson and Board of Directors receive and file this report.

**STEPHEN AJOBIEWE
CITY CONTROLLER**

APPROVED FOR FORWARDING:

**ROGER L. HALEY
CITY MANAGER**

January 12, 2016

TO: THE HONORABLE MAYOR & COUNCIL MEMBERS

FROM: CITY CONTROLLER

SUBJECT: **REPORT OF LICENSE FEE REVENUES (BASED ON THE GROSS REVENUES COMPUTATION) RECEIVED FROM CELEBRITY CASINOS, INC. FOR THE 2015/2016 FISCAL YEAR**

SUMMARY

This report contains details of the license fee revenues received by the City (based on the gross revenues computation) from Celebrity Casinos, Inc. for the 2015/2016 Fiscal Year.

BACKGROUND

Celebrity Casinos, Inc. (doing business as Crystal Casino and Hotel) is the licensee for Card Club License No. 97-1. California Casino Management operated Crystal Casino and Hotel until 2006.

Section 9-10 (titled "Card Clubs") of the City of Compton Municipal Code established regulations for the licensing and operations of gaming businesses within the City. Section 9-10.12 requires each licensee to pay the City a monthly fee, which shall be the greater of a minimum amount of \$104,166.66 or a percentage of the total monthly gross revenues of the card game business as follows:

1. A minimum gross revenue license fee of \$104,166.66 per month; or
2. A percentage of the monthly gross revenues of the Casino's gaming business as indicated below:

<u>Gaming Revenue</u>	<u>Fee</u>
• Less than \$300,000.00	5.7%
• \$300,000.01 to \$400,000.00	6.7%
• \$400,000.01 to \$1,200,000.00	7.7%
• \$1,200,000.01 to \$3,000,000.00	10.0%
• \$3,000,000.01 to \$7,000,000.00	12.0%
• \$7,000,000.01 and over	14.0%

Due to the company operating at a loss in the past, the City adopted resolutions to modify the license fee computation. On December 18, 2007, the City adopted resolution number 22,497 which established the license fee as follows:

<u>Gaming Revenue</u>	<u>Fee</u>
• \$0 to \$850,000.00	\$20,000
• \$850,000.01 to \$1,200,000.00	16.0%
• Over \$1,200,000.01	17.0%

The above license fee calculations were modified with resolution number 23,743 on April 23, 2013 to cover the period from January 1, 2013 to June 30, 2014 as follows:

1. A minimum gross revenue license fee of \$104,166.66 per month = = WAIVED
2. A percentage of the monthly gross revenues of the Casino's gaming business as indicated below:

<u>Gaming Revenue</u>	<u>Fee</u>
• Less than \$300,000.00	5.0%
• \$300,000.01 to \$400,000.00	6.7%
• \$400,000.01 to \$1,200,000.00	7.7%
• \$1,200,000.01 to \$3,000,000.00	10.0%
• \$3,000,000.01 to \$7,000,000.00	12.0%
• \$7,000,000.01 and over	14.0%

Sequel to expiration of resolution number 23,743 on June 30, 2014, the license fee computation formula reverted to the rates stipulated in the City of Compton Municipal Code.

STATEMENT OF ISSUE

The total Gaming revenues of the Casino for the period from July 2015 to December 2015 were within the 10% fee range. The amounts of the fee received by the City for July 2015 to December 2015 and for the corresponding months of prior year are as follows:

<u>Month</u>	<u>Fiscal Year 2015/2016 Amount</u>	<u>Fiscal Year 2014/2015 Amount</u>
July	\$ 147,349	\$ 195,413
August	150,712	204,135
September	141,910	188,296
October	150,283	196,079
November	144,958	175,385
December	147,497	180,879
Total	\$ 882,709	\$ 1,140,187

The Casino License Fee
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Celebrity Casino Inc. usually provides the fee payment and the accompanying report of revenue collections of the gaming business, to the City of Compton on the tenth day after the end of each relevant month.

FINANCIAL IMPACT

The total license fee receivable by the City from Celebrity Casinos, Inc. for the 2015 / 2016 fiscal year was included in the City's fiscal year 2015/2016 budget.

RECOMMENDATION

It is recommended that the Honorable Mayor and Council Members receive and file this report.

**STEPHEN AJOBIEWE
CITY CONTROLLER**

APPROVED FOR FORWARDING:

**ROGER L. HALEY
CITY MANAGER**

January 12, 2016

TO: MAYOR AND CITY COUNCIL

FROM: ALITA L. GODWIN, CMC – CITY CLERK

SUBJECT: APPOINTMENTS TO MULTI-JURISDICTIONAL ASSOCIATION AND COMMITTEES FOR CITY OF COMPTON REPRESENTATION

The following is a list of associations and committees that this Honorable Body represents. It is requested that your Honorable Body make appointments to the various associations and committees.

CALIFORNIA CITIES HOME OWNERSHIP AUTHORITY

Representative – Isaac Galvan

Alternate: Yvonne Arceneaux

COMPTON CREEK MOSQUITO ABATEMENT DISTRICT (BOARD OF TRUSTEE)

Representative – Yvonne Arceneaux

Alternate: Vacant

GATEWAY CITIES COUNCIL OF GOVERNMENTS (91/605 Freeway)

Representative – Yvonne Arceneaux

Alternate: Mayor Aja Brown

LEAGUE OF CALIFORNIA CITIES

Representative – Emma Sharif

Alternate: Yvonne Arceneaux
Mayor Aja Brown

SOUTHERN CALIFORNIA AIR QUALITY MANAGEMENT DISTRICT

Representative – Mayor Aja Brown

Alternate: Yvonne Arceneaux

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

Representative – Mayor Aja Brown

Alternate: Yvonne Arceneaux

**ALITA L. GODWIN, CMC
CITY CLERK**

DIRECTORS:**CALIFORNIA CITIES HOME OWNERSHIP AUTHORITY**

Representative – Isaac Galvan

Alternate: Yvonne Arceneaux

CALIFORNIA CONTRACT CITIES-8119 Somerset Blvd., Paramount, Ca. 90723

Representative – Mayor Aja Brown

Alternate: Isaac Galvan

**COMPTON CREEK MOSQUITO ABATEMENT DISTRICT (BOARD OF TRUSTEES)-
1224 S. Santa Fe Avenue, Compton, 90221**

Representative – Yvonne Arceneaux

Alternate: Vacant

COUNTY SANITATION DISTRICT-1955 Workman Mill Rd., Whittier, 90607

Representative – Mayor Aja Brown

Alternate: Janna Zurita

**GATEWAY CITIES COUNCIL OF GOVERNMENTS-16401 Paramount Blvd., Paramount, 90723
710 Freeway**

Representative – Janna Zurita

Alternate: Emma Sharif

91/605 Freeway

Representative – Yvonne Arceneaux

Alternate: Mayor Aja Brown

Executive Board – Mayor Aja Brown

Alternate: Isaac Galvan

**INDEPENDENT CITIES ASSOCIATION OF LOS ANGELES COUNTY – 1601 N. Sepulveda
Blvd. #744, Manhattan Beach, Ca 90266 (Non-Voting)**

Representative - Mayor Aja Brown

Alternate: Janna Zurita

INDEPENDENT CITIES LEASE FINANCE AUTHORITY- POB 1750, Palmdale, Ca 93590

Representative – Emma Sharif

Alternate: Janna Zurita

JOINT POWERS AUTHORITY

Representative – Mayor Aja Brown

Alternate: Isaac Galvan

LEAGUE OF CALIFORNIA CITIES-1400 K Street, Sacramento, 95814

Representative – Emma Sharif

Alternate: Yvonne Arceneaux

Alternate: Mayor Aja Brown

MTA – METROPOLITAN TRANSPORTATION AUTHORITY – One Gateway Plaza, LA 90012

Representative – Mayor Aja Brown

Alternate: Janna Zurita

METROPOLITAN WATER DISTRICT – 700 N. ALAMEDA ST., LOS ANGELES 90012

Representative – Janna Zurita

SO. CA. AIR QUALITY MANAGEMENT DISTRICT (COMPTON NOT ON BOARD)**21865 E. Copley Drive, Diamond Bar, 91765**

Representative - Mayor Aja Brown

Alternate: Yvonne Arceneaux

**SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS-818 W. 7th Street, 12th
Floor, (Main Office), Los Angeles 90017**

Representative – Mayor Aja Brown

Alternate: Yvonne Arceneaux

DATE: JANUARY 12, 2016

TO: MAYOR AND COUNCIL MEMBERS

FROM: ROGER L. HALEY, CITY MANAGER

SUBJECT: A REQUEST TO SCHEDULE A PUBLIC HEARING FOR A DEVELOPMENT PROPOSAL TO INCLUDE A 70,000 SQ. FOOT THEATRE, PERFORMING ARTS CENTER, PARKING STRUCTURE AND OFFICE BUILDING

A public hearing is requested for February 9, 2016 at 5:45 pm for a development proposal to include the development of a 70,000 sq. foot theatre, Performing Arts Center, Parking Structure, and Office buildings in the area adjacent to the Compton Crystal Casino Hotel.

ROGER L HALEY
CITY MANAGER

January 12, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO SOUTHWEST PIPELINE & TRENCHLESS CORP. FOR THE WILMINGTON/ ALONDRA AREA SEWER RESTORATION PROJECT (CIP# 10-20/JN 135S)

SUMMARY

This Resolution authorizes the City Manager to enter into a contract and issue a purchase order to Southwest Pipeline & Trenchless Corp. for the Wilmington/ Alondra Area Sewer Restoration Project (CIP #10-20/JN 135s).

BACKGROUND

The Sewer Main Restoration Project CIP #10-20/JN 135s (sewer project) will provide the necessary operational improvements to approximately 7.5 miles of sewer main within the Wilmington/Alondra Area, located south of the Compton Airport. Specific improvements include sewer cleaning and video (CCTV) inspection, specific point repairs of pipe, in-place sewer lining, and in-place manhole rehabilitation. This project will improve the flow regime of existing sewer mains located in easements along the rear property lines of houses within the project area. The primary benefit is to address the condition of existing sewer mains before they degrade into a poor condition that may cause sewage spills onto private property and to extend the service life of the sewer mains are the benefits of this project.

The pipes segments included as part of this project were determined previously from the modeling results and review as identified in the 2008 Sewer System Master Plan Study. Five projects were designed as a result of the 2008 Sewer System Master Plan.

Construction bids were solicited for the sewer project on August 12, 2015. Bids were received and opened on September 23, 2015 in the City Clerk's office. Three bids were received as follows:

<u>Contractors</u>	<u>Amount</u>
Insituform	\$2,429,968
NuLine Technologies	\$2,696,306
Southwest Pipeline & Trenchless Corp.	\$2,393,555

#11.

Sewer Main Restoration Project CIP# 10-20 /JN 135s

January 12, 2016

Page 2 of 2

Staff analyzed the bids received, the submitted bid documents, and a performed background check of the contractor's performance on previous projects. It was been determined that Southwest Pipeline & Trenchless Corp. submitted the lowest responsible bid and is deemed responsive. Staff recommends that the City Council award a construction contract to Southwest Pipeline & Trenchless Corp., in the amount of \$2,393,555. The engineer's estimate for this project was \$2,476,848.

The project has 135 working days and is the start in a series of sewer improvement projects staff will be bringing to Council.

STATEMENT OF THE ISSUE

In order to authorize the city manager to enter into a contract with Southwest Pipeline & Trenchless Corp., City Council authorization is necessary.

FISCAL IMPACT

Adequate funds are available in the approved FY 2015-16 Public Works/Municipal Utilities budget per Account No. 5117-710-000-4269 (\$2,155,138) and in and in Account No. 5117-710-000-4262 (\$2,528,041). Staff also recommends that Council approve a ten (10%) percent contingency (\$240,000) for any unforeseen conditions to mitigate delays to the project.

The costs for this project are essential for the city in demonstrating its usage of the 2008 Sewer Bond Proceeds.

ALTERNATIVE

No other alternative is recommended at this time.

RECOMMENDATION

The Public Works / Municipal Utilities Department is requesting that the City Council authorize the City Manager to enter into a contract and issue a purchase order to Southwest Pipeline & Trenchless Corp. for the Wilmington/ Alondra Area Sewer Restoration Project (CIP #10-20/JN 135s).

GLEN W.C. KAU, P.E.

DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES

APPROVED FOR FORWARDING:

ROGER L. HALEY

CITY MANAGER

RH: GK: BMF

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND
ISSUE A PURCHASE ORDER TO SOUTHWEST PIPELINE & TRENCHLESS
CORP. FOR THE WILMINGTON / ALONDRA AREA SEWER RESTORATION
PROJECT (CIP #10-20 / JN 135S)**

WHEREAS, The Sewer Main Restoration Project CIP# 10-20 / JN 135s shall provide necessary improvements to approximately 7.5 miles of sewer main within the Wilmington / Alondra Area, south of the Compton Airport. Specific improvements include sewer cleaning, CCTV inspection, point repairs of pipe, in place sewer lining, and in-place manhole rehabilitation; and,

WHEREAS, The Sewer Main Restoration project will improve the flow regime of existing sewer mains routed in easements along the rear property lines of houses in the project area; and,

WHEREAS, Addressing the service life of existing sewer mains before they degrade into a condition that may cause excessive sewage infiltration on private property is a benefit of this project; and

WHEREAS, the project plans were advertised for competitive construction bids and on September 23, 2015, the City received three bids, as follows:

<u>Contractors</u>	<u>Amount</u>
Insituform	\$2,429,968
NuLine Technologies	\$2,696,306
Southwest Pipeline & Trenchless Corp.	\$2,393,555

WHEREAS, Southwest Pipeline & Trenchless Corp. of Torrance submitted the lowest responsive bid in the amount of \$2,393,555; and

WHEREAS, Southwest Pipeline & Trenchless Corp. has the appropriate experience and expertise to complete the project, and is a licensed California contractor; and

WHEREAS, Funding for sewer improvements has been specifically allocated in the Public Works 2015-2016 Fiscal Year Budget; and

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

SECTION 1. That the City Manager is authorized to enter into an agreement upon the approval of the City Attorney and to issue a purchase order to Southwest Pipeline & Trenchless Corp. in the amount of \$2,393,555 (Two Million Three Hundred Ninety Three Thousand and Fifty Five Dollars and Zero Cents) for the Wilmington / Alondra Area Sewer Restoration Project (CIP# 10-20 / JN 135s)

SECTION 2. That all other bids are rejected.

SECTION 3. That a contingency amount of up to \$240,000 is hereby authorized.

SECTION 4. That the funds shall come from Account No. 5117-710-000-4269 and Account No 5117-710-000-4262.

SECTION 5. That a certified copy of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, and the Public Works Department.

SECTION 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this the _____ day of _____, 2016.

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 _____, 2016.

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

**SOUTHWEST PIPELINE AND
TRENCHLESS CORP.**

**22118 S. Vermont Avenue
Torrance, California 90502**

SECTION C. BIDDER'S PROPOSAL

WILMINGTON / ALONDRA AREA
Sewer MAIN RESTORATION Project
CIP #10-20 / JN 135S

BIDDER SHALL SUBMIT ALL FORMS UNDER SECTION C. BIDDER'S PROPOSAL AS PART OF THE
BID. FAILURE TO DO SO WILL RESULT IN A NON-RESPONSIVE BID.

NAME OF BIDDER Southwest Pipeline & Trenchless Corp.
BUSINESS P.O. BOX _____
CITY, STATE, ZIP _____
BUSINESS STREET ADDRESS 22118 S. Vermont Ave.
(Please include even if P.O. Box used)
CITY, STATE, ZIP Torrance, CA 90502
TELEPHONE NO: AREA CODE () 310-329-8717
FAX NO: AREA CODE () 310-329-0981
CONTRACTOR LICENSE NO. 773862

The work for which this proposal is submitted is for construction in conformance with the Contract Bid Documents (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the Plans, Specifications and Contract Documents as specified within.

The contract bid documents and project plans for the work to be done are entitled:

WILMINGTON / ALONDRA AREA
Sewer MAIN RESTORATION Project
CIP #10-20 / JN 135S

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

#11.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the *CITY OF COMPTON'S* Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *CITY OF COMPTON*, and that discretion will be exercised in the manner deemed by the *CITY OF COMPTON* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY OF COMPTON* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the *CITY OF COMPTON*, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

LIST OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Name: Socal Pacific DBA
National Coating
 Address: 26713 Madigan Ave. Murietta CA
 License No. and Class: 443117 A & C-33 DIR 1000013795
 Dollar Value and Percent of
 Total Contract: \$258,375 ± 11%
 Specific Items of Work: #18 MH Rehab, #19 MH Covers & Rings

Subcontractor Name: Mike Polich & Sons
 Address: 5103 Elton St. Baldwin Park CA
 License No. and Class: 760474 A DIR 1000006538
 Dollar Value and Percent of
 Total Contract: \$865,000 ± 36%
 Specific Items of Work: Mob #1 (Portion), #2 Traffic (Portion), #6.1 Port Repair

Subcontractor Name: _____
 Address: _____
 License No. and Class: _____
 Dollar Value and Percent of
 Total Contract: _____
 Specific Items of Work: _____

Subcontractor Name: _____
 Address: _____
 License No. and Class: _____
 Dollar Value and Percent of
 Total Contract: _____
 Specific Items of Work: _____

Subcontractor Name: _____
 Address: _____
 License No. and Class: _____
 Dollar Value and Percent of
 Total Contract: _____
 Specific Items of Work: _____

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares

under penalty of perjury under the laws of the State of California that the bidder has , has not X been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No XX

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF COMPTON
PUBLIC WORKS DEPARTMENT

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

REFERENCES

The following are the names, addresses, and phone numbers for three (3) public agencies for which BIDDER has performed similar work within the past two years:

Agency Name: City of San Diego

Contact Name: Steve Urban

Contact Phone: 619-236-6000

Address: 1200 3rd Street #1200, San Diego CA 92101

Description of Work: Rehabilitated using CIPP 36,132 lf of 8" and 1,785 lf of 10" sewer main, installed 967 SLC

Agency Name: City of Azusa

Contact Name: Daniel Bobadilla

Contact Phone: 626-812-5264

Address: 213 E. Foothill Blvd., Azusa CA 91702

Description of Work: Rehabilitated using CIPP 23,217 lf of 8"-15" sewer main and installed 1075 SLC

Agency Name: City of Vista

Contact Name: Paul Mochel

Contact Phone: 866-966-2720

Address: 200 Civic Center Drive, Vista CA 92084

Description of Work: Rehabilitate 50,300 lf of 8"-12" sewer main using CIPP

BID PROPOSAL SIGNATURE AND NOTARY SEAL

Accompanying this proposal is Bidder's Bond

(NOTICE: INSERT THE WORDS "CASH(\$ _____)." "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Justin Duchaineau-President

Robert Bolger- Secretary

Licensed in conformance with an act providing for the registration of Contractors,

License No. 773862 Classification(s) A

DIR# 1000002176

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addenda number/s 1, 2

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 9-8-2015

Justin Duchaineau-President

Sign



Here

Signature and Title of Bidder – This must be Notarized

Business Address 22118 S. Vermont Ave., Torrance CA 90502

Place of Business 22118 S. Vermont Ave., Torrance CA 90502

Place of Residence Marina Del Rey, California

#11.

BID BOND

WILMINGTON / ALONDRA AREA
Sewer MAIN RESTORATION Project
CIP #10-20 / JN 135S

KNOW ALL MEN BY THESE PRESENTS that Southwest Pipeline and Trenchless Corp. as BIDDER, and Liberty Mutual Insurance Company as SURETY, are held and firmly bound unto the City of Compton, as AGENCY, in the penal sum of Ten Percent of Amount Bid \$ 10% of Amount Bid, which is ten percent (10%) or more of the total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER and BIDDER files the required Faithful Performance and Labor and Material Bonds in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

In the event suit is brought upon this bond by AGENCY and judgment is recovered, the Surety shall pay all costs incurred by the AGENCY in such suit, including reasonable attorney's fee to be fixed by the Court.

WITNESS our hands this 18th day of August, 2015 ~~2014~~.

Southwest Pipeline and Trenchless Corp.
CONTRACTOR (CORPORATION) – TYPE

(SEAL)

By: [Signature]
President

SEE ATTACHED CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT By: [Signature]
Secretary/Treasurer

Subscribed and sworn to before me
this _____ day of _____, 2014.

(SEAL)

Signature of Notary Public

(SEAL)

(SEAL)

Liberty Mutual Insurance Company

SURETY'S NAME – TYPE

790 The City Drive South Suite 200, Orange, CA 92868

Mailing Address

By: Noemi Quiroz

Name (print)

Noemi Quiroz

Signature

Attorney-in-Fact

Title

SEE ATTACHED CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

Subscribed and sworn to before me
this _____ day of _____, 2014.

Signature of Notary Public

(SEAL)

e: Natalie K. Trofimoff
Natalie K. Trofimoff, Notary Public

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Noemi Quiroz of the city of Los Angeles, state of CA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Southwest Pipeline and Trenchless Corp.

Obligee Name: City of Compton

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of November, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of August, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

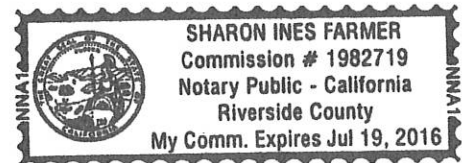
On 9/8/15 before me, Sharon Ines Farmer, Notary Public
(insert name and title of the officer)

personally appeared Robert Bolger,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





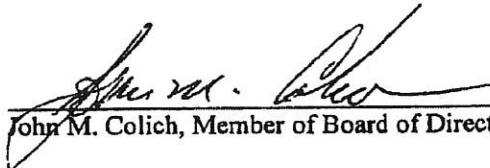
SOUTHWEST PIPELINE
& TRENCHLESS CORP.

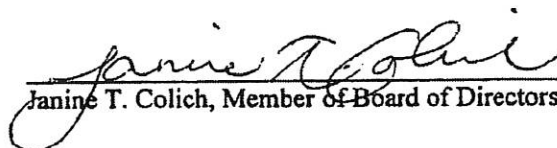
BOARD OF DIRECTORS RESOLUTION
SOUTHWEST PIPELINE AND TRENCHLESS, CORP.
January 5, 2012

The undersigned being all of the members of the Board of Directors of Southwest Pipeline and Trenchless Corp., a California Corporation, certify that the Bylaws of the corporation authorize the directors to act by unanimous consent. Pursuant to Section 307 (b) of the California General Corporation Law and the Bylaws of the corporation, the undersigned acknowledges their continuing consent to adoption of the following resolution as the act of the Board of Directors of the Corporation

RESOLVED, that Justin P. Duchaineau is authorized as President/Treasurer pursuant to the Bylaws of the corporation to sign any and all contracts, bid bonds, performance bonds, payment bonds, and other pertinent documents of a nature, for and on behalf of Southwest Pipeline and Trenchless Corp. This resolution is effective on January 5, 2012 and will remain in full force and effect for pertinent documents signed hereafter.

RESOLVED, that Robert E. Bolger is authorized as Secretary pursuant to the Bylaws of the corporation to sign any and all contracts, bid bonds, performance bonds, payment bonds, and other pertinent documents of a nature, for and on behalf of Southwest Pipeline and Trenchless Corp. This resolution is effective on January 5, 2012 and will remain in full force and effect for pertinent documents signed hereafter.


John M. Colich, Member of Board of Directors


Janine T. Colich, Member of Board of Directors



Southwest Pipeline & Trenchless Corp.
22118 S. Vermont Ave.
Torrance, CA 90502
Tel. 310-329-8717 Fax 310-329-0981



**CONSTRUCTION SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND**

SOUTHWEST PIPELINE & TRENCHLESS CORP.

[WILMINGTON / ALONDRA AREA SEWER RESTORATION PROJECT (CIP #10-20 / JN 135S)]

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 **SOUTHWEST PIPELINE & TRENCHLESS CORP.** (hereinafter referred to as “**CONTRACTOR**”) located at 6751 Stanton Avenue, Buena Park, CA, 90621.

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 Street Rehabilitation Project CDBG #13-02 (“Project”).

D. Authorization to enter into this Agreement is pursuant to Resolution No. 24,064, adopted by the City Council on December 16th, 2014.

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 Specifications of the State of California Department of Transportation (CalTrans), latest Edition (except as modified), Work Area Traffic Control Handbook (WATCH), latest Edition, CalTrans Standard Drawings, latest edition, Manual on Uniform Traffic Control Devices (MUTCD), latest Edition, MUTCD Latest California Supplement, 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 Executive Order 11246 and 11375, Equal Opportunity in Employment (Non-Discrimination in Employment by Government Contractors, Subcontractors, and Contractors).

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action 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 and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

1.5.2 Davis-Bacon and Related Acts (DBRA). This is a federally assisted construction project. Federal Labor Standards Provisions, including the prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. The Contractor represents and warrants that he/she shall pay his/her employees, and all individuals performing work, not less than the prescribed minimum wages in accordance with the current General Prevailing Wage Determination published by the United States Department of Labor.

1.5.3 Federal Lobbyist Requirements. The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that it is familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements. Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

1.5.4 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 **Fifty Dollars (\$50.00)** 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 **Justin Duchaineau, President** 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:

WILMINGTON / ALONDRA AREA SEWER RESTORATION PROJECT **(CIP #10-20 / JN 135S)**

The work includes, but is not limited to the improvement and restoration of approximately 7.5 miles of sewer main within the Wilmington / Alondra Area. Specific improvements include sewer cleaning, CCTV inspection, point repairs of pipe, in-place sewer lining, and in-place manhole rehabilitation.

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 **Two Million Three Hundred Ninety Three Thousand Five Hundred and Fifty Five Dollars and Zero Cents (\$2,393,555)** ("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 **60 Working 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 **60 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.

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 [NINE HUNDRED] DOLLARS (\$900) 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
4.6 Construction Schedule.

Contractor – Justin Duchaineau

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.

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.

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 \$[dollar amount] 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 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 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 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 million per loss and \$10 million 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.

8.2.6 Professional Liability.(If applicable) For construction managers and design-build contractors, Professional Liability Insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Contract and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

.a 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) and 8.2.6 (Professional 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, **Justin Duchaineau**, **HEREBY CERTIFY** that I am the President, and duly authorized representative of the Contractor firm of **Southwest Pipeline & Trenchless Corp.** 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]

Justin Duchaineau, President

(Date)

10.3 Non-Lobbying Certification for Federal-Aid Contracts. The Contractor certifies to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. The above certifications are part of this Contract. Signing this Agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Justin Duchaineau, President

(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,

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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.

Construction Agreement – SOUTHWEST PIPELINE & TRENCHLESS CORP.
[WILMINGTON / ALONDRA AREA SEWER RESTORATION PROJECT (CIP #10-20 / JN 135S)]
Resolution No. ##,### /Public Works/Municipal Utilities

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:

Southwest Pipeline & Trenchless Corp.
22118 S. Vermont Ave.
Torrance, CA, 90502
Attn: Justin Duchaineau, President
(310) 329-8717– Phone
(310) 329-0981 - 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.

Construction Agreement – SOUTHWEST PIPELINE & TRENCHLESS CORP.
[WILMINGTON / ALONDRA AREA SEWER RESTORATION PROJECT (CIP #10-20 / JN 135S)]
Resolution No. ##,### /Public Works/Municipal Utilities

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.

**SOUTHWEST PIPELINE & TRENCHLESS CORP.
CONTRACTOR**

Dated: _____

By _____
Justin Duchaineau, President

**CITY OF COMPTON
Recommended for Approval:**

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

Dated: _____

Approved by:

Dated: _____

By _____
Roger L. Haley, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO SOUTHWEST PIPELINE & TRENCHLESS CORP. FOR THE WILMINGTON/ALONDRA AREA SEWER RESTORATION PROJECT (CIP# 10-20/JN 135S)

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

1/4/2016 4:40:51 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

1/7/2016 7:47:39 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

1/7/2016 11:39:43 AM
DATE

Roger Haley
CITY MANAGER

1/5/2016 4:40:51 PM
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.

SUBSEQUENT NEED ITEM

January 12, 2016

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER 

SUBJECT: SUBSEQUENT NEED ITEM – REQUEST FOR FEE WAIVER FOR FUNERAL SERVICES FOR HAROLD HARTFIELD – HIS FATHER WAS A FORMER COMPTON POLICE OFFICER AND COMMANDER OF THE VFW

SUMMARY

The Hartfield Family has requested the use of City resources and facilities to support the family during their time of bereavement.

BACKGROUND

Harold Hartfield was a Compton resident whose father was a former Compton Police Officer and Commander of the VFW.

STATEMENT OF THE ISSUE

The Hartfield Family has requested the following:

- Use of the Community Center on Saturday, January 16, 2016 for the repast:
 - Repast 12:00 p.m. – 4:00 p.m.

FINANCIAL IMPACT

The costs to provide these requested services are \$1,308.00.

DEPARTMENT	COST
General Services	
2 Custodians x \$30 an hour x 9 hours = \$540	\$540.00
Parks and Recreation	
1 staff X \$30 x 4 hours = \$120	
DFD Community Center – \$75 an hour x 4 Hours = \$300.00	\$420.00
Security	
2 Security Officer x \$29.00 an hour x 6 Hours = \$348.00	\$348.00
TOTAL	\$1,308.00

#12.

REQUEST FOR FEE WAIVER
FUNERAL SERVICES FOR
HAROLD HARTFIELD
PAGE 2

The Council has the right to waive fees associated with these types of events.

RECOMMENDATION

That the Mayor and City Council provide direction in regards to this request.

Roger L. Haley
CITY MANAGER

SUBSEQUENT NEED ITEM

January 12, 2016

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER 

SUBJECT: SUBSEQUENT NEED ITEM – REQUEST FOR FEE WAIVER FOR FUNERAL SERVICES FOR MICHAEL TURNER

SUMMARY

Michael Turner was a 59 year Compton resident. He attended all Compton schools all the way to Compton Community College. He was also a faithful representative of the NAACP serving as Treasurer for a number of years. Mr. Turner was also a member of the Concerned Citizens of Compton for a number of years. The Turner Family has requested the use of City resources and facilities to support the family during their time of bereavement.

STATEMENT OF THE ISSUE

The Turner Family has requested the following:

- Use of the Dollarhide Community Center on Wednesday January 13, 2016 for a memorial service:
 - Time: 2:00 p.m. – 5:00 p.m.

FINANCIAL IMPACT

The costs to provide these requested services are \$848.34.

DEPARTMENT	COST
General Services	
2 Custodian x \$30 an hour x 8 hours = \$480	\$480.00
Parks and Recreation	
DFD Community Center – \$75 per hour x 3 Hours = \$225.00	\$225.00
Security	
1 Security Officer x \$47.78 an hour x 3 Hours = \$143.34	\$143.34

Total \$848.34

#13.

REQUEST FOR FEE WAIVER
FUNERAL SERVICES FOR
MICHAEL TURNER
PAGE 2

The Council has the right to waive fees associated with these types of events.

RECOMMENDATION

That the Mayor and City Council provide direction in regards to this request.

Roger L. Haley
CITY MANAGER