

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, February 02, 2016 5:30 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 26, 2016

REPORTS OF OFFICERS AND COMMISSIONS

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

2. A REQUEST TO SCHEDULE A JOINT PUBIC HEARING - HOUSING AUTHORITY 2016 PHA ANNUAL PLAN (March 22, 2016 at 5:35 p.m.)
3. DEMONSTRATION PRESENTATION ON THE CITY OF COMPTON'S MOBILE APP

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CONTRACT WITH FLATIRON ELECTRIC GROUP, INC. (FORMERLY TERNO, INC.) TO EXTEND THE CONTRACT TERM, ACCEPT THE CITYWIDE TRAFFIC SIGNAL UPGRADE PROJECT (CIP 06-06C AND 06-06R) AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE, AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION (\$491,817.80)
5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT'S 2015 - 2016 FISCAL YEAR BUDGET, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SHAWNAN FOR THE CENTRAL AVENUE PAVEMENT REHABILITATION PROJECT - PHASE I (CIP #15-03) (\$1,684,837)

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, February 09, 2016 @ 5:30 PM.

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

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

JANUARY 26, 2016

The City Council meeting was called to order at 5:40 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Aja Brown.

ROLL CALL

Council Members Present: **Zurita, Galvan, Sharif, Brown**

Council Members Absent: **None**

Other Officials Present: **C. Cornwell, A. Godwin, R. Haley**

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Marie Hollis, Compton resident and President of the Concerned Citizens of Compton Committee, made comments in regards in an informational march held in front of City Hall today. She indicated that their goal as the Concerned Citizens of Compton was to communicate to the community and council some of their issues regarding city services, Compton VFW Post 5394, clean streets, potholes, transparency, and Compton Community College. She went on to make comments in regards to the condition of Compton Boulevard during the 63rd Annual Compton Christmas parade. She contended that there were no Christmas decorations, trash in the streets, and graffiti. Ms. Hollis also asked that the City Council address the trash beginning to accumulate in the Compton Creek, the alleyways, and on the sidewalks.

Kyron Kopanos , Compton resident, petitioned the City Council to appoint Tomas Carlos to the 3rd District council seat.

Sharon Johnson, manager at the Compton Library, cordially invited the citizens of Compton to attend a "Book Signing Event" to be held in recognition of the legacy of Martin Luther King Jr. The event is scheduled to be held Saturday, January 30, 2016 at 12 noon. Marcus Goody Goodlow, the author of the book "King Maker" will be present to give away free copies of the book to the first 100 attendees.

Wakeisha Turner, Compton resident, petitioned the City Council to appoint Tana McCoy to the 3rd District council seat.

Adrienne Cleveland, Chief Stewart for Compton Unified School District and representative for SEIU Union Local 99, petitioned the City Council to appoint Tana McCoy to the 3rd District council seat.

Barbara Torres, Compton resident, petitioned the City Council to appoint Tana McCoy to the 3rd District council seat.

Joyce Kelly, Compton resident, informed the council that she stood by and watched as a group of Sheriff's deputies dressed in riot gear disrupt a peaceful demonstration being held in front of City Hall. She went on to state that she was certain that they were summons by Mayor Brown. She further questioned the need for riot gear to control and contain a group of senior citizens demonstrating in front of City Hall.

Mayor Brown assured Ms. Kelly that she did not call the Sheriff's Department to come out in riot gear to address a peaceful protest. Mayor Brown went on to explain that if the Sheriff's deputies felt the need to dress in riot gear - that was their call. She also stated that every city is different - that the City of Compton is contracted with the Sheriff's Department so therefore they do not have a lot of the same parallel oversight and interference that they would have if the City operated its own law enforcement agency.

#1.

Councilperson Zurita stated that she was informed by Captain Johnson that there would be additional Sheriff's deputies deployed in the area during the peaceful protest due to a huge protest held approximately two weeks ago on Myrrh Street wherein protestors were deemed out of control. She went on to thank Captain Johnson for coming out and making sure the members of the City Council and citizens attending the meeting are protected.

Mayor Brown stated that as it relates to Christmas decorations, graffiti and trash removal, the council is on one accord in terms of wanting to see the City enhanced - so when they come forward with proposals like the one percent sales tax citizens should support them. Mayor Brown affirmed that there is a lot of work to do in the City of Compton and it will take everybody in the City working cooperatively to make the sacrifices necessary to move the City forward.

Lynn Boone, Compton resident, declared that the citizens of Compton do not support the one percent sales tax proposal. She also clarified that the protest held two weekends ago was due to an officer-involved shooting that resulted in the death of a young man. She went on to state that the application process for the 3rd District was a great idea to verify residency and something that should have been considered when Craig Cornwell was appointed to City Attorney. She further alleged that had that application process been used, the City Clerk would have known that Mr. Cornwell did not meet the residency requirement to run for City Attorney in 2009 - and that Janna Zurita does not and has not lived in the First District.

Councilperson Zurita alleged that the previous speaker has a criminal history and has performed community service for her mother's non-profit organization.

{The City Council meeting was disrupted by members of the audience.}

Mayor Brown called for order in the Council Chambers.

Ms. Ramirez, stated that she took off from work early to make it to this council meeting and was greeted by a bunch of rude Sheriff's deputies in riot uniforms. She made mention of the protest march held in honor of Noel Aguilar and would like to know whether or not the public will be notified of the status of the internal investigation.

Damion Ramirez, Young Survivors Legacy Support Network, stated that 300 people marched peacefully in the City of Compton on the anniversary of Martin Luther King Jr. in honor of Noel Aguilar and other people killed in officer-involved shootings. He indicated that they were accosted last Saturday by Sheriff's deputies simply because of their intention to raise awareness of officer-involved shooting deaths.

Clinton Stewart, Compton resident, complained about the potholes, weeds, and graffiti on El Segundo between Compton Avenue and Grande Street. He asked that those areas be cleaned and maintained on a regular basis for the purposes of beautifying the City.

Robert Ray, Compton resident, made comments in regards to Item No. 7 and asked that the address for the property be revealed. He also asked that the process be followed as it relates to Item No. 9. He went on to ask the City Manager if the City will be billing property owners for graffiti removed by City staff as it pertains to Item No. 14.

Lloyd Wilkins, former Compton resident, posed the following questions to the City Council: Can the citizens trust their politicians? Can they trust a system that educates and economically disadvantages the youth? Can they hope in a City and its leaders who disrespect, ignore, and take advantage of situations that enrich themselves at the expense of hard-working citizens? Mr. Wilkins went on to state that Mayor Brown has allowed the City to trespass on private property and take the homes of residents, more specifically Hayward James. He maintained that the citizens must create a new paradigm that defeats the status quo and sense of hopelessness and despair in the City of Compton.

City Attorney Cornwell clarified that the Hayward James property reference was an abatement matter that should be addressed to the City Attorney's Office.

{The protesters loudly exited the Council Chambers}

Willie McReynolds, Compton resident, stated that he was upset by the way in which his 4th District council representative was treated during the appointment process discussion last week. He also stated that he objects to any one person dictating the needs of the citizens of Compton. He further maintained that it is the job of the elected officials to hear the concerns of the citizens without correcting them from the dais.

The following Compton residents submitted prayers of supplication: Brittany Crawford, Stephanie Freeman, Antonio Jackson, Brian Johnson, and Robin Gordon.

Marjorie Shipp, Compton resident, petitioned the City Council to appoint Tomas Carlos to the 3rd District council seat.

Ms. Jenkins, Compton resident, petitioned the City Council to appoint Tana McCoy to the 3rd District council seat.

David Irons, Compton resident, voiced a concern for the condition of the Martin Luther King Jr./Cesar Chavez monument. He also asked that the City Council consider hosting a fundraiser or requesting financial assistance from Kroger to pay for the monument’s rehabilitation. He asked that the commission meetings be brought back to allow for more public comments and he made note that the local community college professionals are lacking the education necessary to teach the youth about Black History.

Bishop Guillory, Compton resident, stated that he finds it difficult to understand why the citizens of Compton would allow non-residents to disturb their public meetings. He went on to encourage the Mayor and City Council to keep doing what they are doing - citing that God is going before them.

Craig Walker, Bond counsel, encouraged the citizens of Compton to keep the faith and follow the conscientious manner and leadership of the youth.

Benjamin Holifield, Compton resident and President of Compton Business Chamber of Commerce, stated that he has never ever witnessed the type of activity that transpired tonight in the Council Chambers by non-residents. He affirmed that everybody is taking advantage of and profiting from the City of Compton except the citizens of Compton. He further stated that the City is having these challenges due to a lack of unity and knowledge of self. He went on to request that someone clean up and brighten the area behind Centennial High School tomorrow.

Paula Trejo, youth program supervisor, encouraged the youth to come in and take advantage of their services held twice a week on Tuesdays and Thursdays in the community center.

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 - None

APPROVAL OF MINUTES

- 1. JANUARY 12, 2016 (Approved)
JANUARY 19, 2016 (Approved)

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

- 2. AN UPDATE REPORT OF THE PUBLIC FINANCE AUTHORITY LEASE REVENUE BONDS SERIES 2008 (Received/Filed)

#1.

3. REPORT OF THE SALES TAX REVENUES (**Received/Filed**)

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

Councilperson Sharif asked that someone explain whether or not the City is on target, in terms of sales tax revenue projections for the 2015-2016 fiscal year.

City Manager Haley remarked that the City's sales tax revenue received as of January 15, 2016 is \$1.7M; whereas last year the City had \$2.38M as of January 15, 2015.

Stephen Ajobiewe, City Controller, assured Councilperson Sharif that the City would obtain the projected amount for sales tax revenue for fiscal year 2015-2016.

4. A REPORT OF THE CITY OF COMPTON 2015/2016 TAX AND REVENUE ANTICIPATION NOTES (**Received/Filed**)

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

PUBLIC WORKS MUNICIPAL UTILITIES DEPARTMENT

6. A RESOLUTION OF CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO CEMEX FOR PURCHASE OF CEMENT AND RELATED PRODUCT FOR FISCAL YEAR 2015-2015 (\$15,000) (**Resolution # 24,279**)

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER'S REPORT

7. A REQUEST TO SCHEDULE A PUBLIC HEARING FOR TENTATIVE PARCEL MAP 72354 TO CREATE THREE SINGLE FAMILY RESIDENTIAL LOTS

On motion by Zurita, seconded by Galvan, a public hearing was scheduled for Tuesday, February 16, 2016 at 5:45 p.m., by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

8. REQUEST FOR WAIVER OF FEES FOR REPAST SERVICES FOR THE SON OF LONG TIME CITY EMPLOYEE TANA MCCOY

Councilperson Zurita stated that Tana McCoy is a 40-year employee who was born and raised and still lives in the City of Compton.

On motion by Sharif, seconded by Zurita, the request was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

9. THIRD DISTRICT CITY COUNCIL APPOINTMENT PROCESS (Discussion)

Mayor Brown thanked the residents that submitted their applications to be considered for 3rd District councilperson.

Mayor Brown made note that council had an opportunity to review the applications that were completed; and opened the floor for an appointment or discussion.

Councilperson Sharif stated that she was under the impression that this item was placed on the agenda for discussion purposes only.

Mayor Brown stated that the hope is that the City Council will come to an agreement tonight on who they would like to appoint, to be ratified during a special City Council meeting scheduled for Wednesday, January 27, 2016 at 5:30 p.m.

Councilperson Sharif asked the mayor if candidates will be allowed to make a presentation.

Mayor Brown stated that she did not say that the council will discuss the process, but that they would make a recommendation to make an appointment; and if the council can agree on the recommendation then they will schedule the ratification of the appointment at the special meeting scheduled for tomorrow at 5:30 p.m.

Mayor Brown requested a motion on the floor as to who the council would like to represent the 3rd District.

Councilperson Sharif asked the City Attorney if it is lawful for the City Council to make an appointment tonight.

City Attorney Cornwell remarked that this is a discussion regarding the applications - the actual appointment would be at another meeting.

Councilperson Zurita recommended Tana McCoy to the 3rd District council seat.

Councilperson Galvan recommended Tomas Carlos to the 3rd District council seat.

Councilperson Sharif recommended Miranda Hughes to the 3rd District council seat.

Mayor Brown stated that she is looking forward to this council making the right choice and moving the City forward.

CITY ATTORNEY REPORTS - There were no City Attorney Reports.

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO HAPPY SOFTWARE, INC. FOR SOFTWARE USE LICENSE AND MAINTENANCE SUPPORT FOR SOFTWARE MODULES (\$9,896.00)

On motion by Zurita, seconded by Sharif, **Resolution # 24,280** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO HAPPY SOFTWARE, INC. FOR SOFTWARE USE LICENSE AND MAINTENANCE SUPPORT FOR SOFTWARE MODULES (\$9,896.00)**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

#1.

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH LOS ANGELES HOMELESS SERVICES AUTHORITY TO PARTICIPATE IN THE 2016 GREATER LOS ANGELES HOMELESS COUNT OPT-IN PROGRAM

Councilperson Sharif encouraged the residents to contact her office if they would like to volunteer for this worthwhile event to be held Thursday, January 28, 2016.

On motion by Zurita, seconded by Galvan, **Resolution# 24,281** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH LOS ANGELES HOMELESS SERVICES AUTHORITY TO PARTICIPATE IN THE 2016 GREATER LOS ANGELES HOMELESS COUNT OPT-IN PROGRAM**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS FOR GASOLINE AND DIESEL FUEL FOR CITY OWNED VEHICLES (\$120,000)

On motion by Zurita, seconded by Galvan, **Resolution # 24,282** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS FOR GASOLINE AND DIESEL FUEL FOR CITY OWNED VEHICLES (\$120,000)**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE GENERAL SERVICES DEPARTMENT 2015-2016 FISCAL YEAR BUDGET, TRANSFERRING FUNDS BETWEEN ACCOUNTS, AND AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS FOR GASOLINE AND DIESEL FUEL FOR CITY OWNED VEHICLES (\$65,000)

On motion by Zurita, seconded by Sharif, **Resolution # 24,283** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE GENERAL SERVICES DEPARTMENT 2015-2016 FISCAL YEAR BUDGET, TRANSFERRING FUNDS BETWEEN ACCOUNTS, AND AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS FOR GASOLINE AND DIESEL FUEL FOR CITY OWNED VEHICLES (\$65,000)**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AUTHORIZE A RE-RELEASE OF REQUEST FOR PROPOSAL (RFP) FOR GRAFFITI ABATEMENT AND ENTER INTO AN AGREEMENT WITH C.H.A.N.G.E. FOUNDATION FOR THE REMAINDER OF 2015-2016 FISCAL YEAR ON AN URGENCY BASIS

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

Amending Motion

City Attorney Cornwell requested an amending motion to delete the final whereas statement within the resolution.

Mayor Brown stepped away from the chair to accept the amending motion. The motion was seconded by Councilperson Zurita.

On motion by Brown, seconded by Zurita, (who stepped away from the chair) **Resolution # 24, 284** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AUTHORIZE A RE-RELEASE OF REQUEST FOR PROPOSAL (RFP) FOR GRAFFITI ABATEMENT AND ENTER INTO AN AGREEMENT WITH C.H.A.N.G.E. FOUNDATION FOR THE REMAINDER OF 2015-2016 FISCAL YEAR ON AN URGENCY BASIS**" was approved (with the deletion of the final whereas statement), by the following vote on roll :

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

NOES: Council Members - None

ABSENT: Council Members - None

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

COUNCIL COMMENTS

- **Councilperson Zurita offered the following communications/announcements:**

Meeting Adjournment

Bridgette Befford

Councilperson Sharif offered the following communications/announcements:

- "First United Methodist Church Men's Valentine Dinner Dance & Concert" will be held February 13, 2016 from 6 p.m. to 11 p.m. at 1025 South Long Beach Boulevard. Donations are \$10. For more information please call Royce Love Sr. (310) 632-1637 or Oliver Brown at (562) 865-8802.
- "Business to Business Round-table Discussion" will be held February 10, 2016 at the Dollarhide Community Center from 11 a.m. to 12:30 p.m.
- "Compton Art Show" will be held January 30, 2016 at the Dollarhide Community Center from 4:30 p.m. to 10 p.m.

Meeting adjournment

Bishop Edward Tate

Mayor Brown offered the following communications/announcements:

- "Second Annual Leadership Breakfast & Awards Ceremony" will be held Saturday, January 30, 2016 from 9 a.m. to 11:30 a.m. at the Dollarhide Community Center.
- Announced the Traffic Amnesty Program available to all California residents. For more information contact Assembly Mike Gipson's Office or email the Mayor at contactmayor@comptoncity.org.

ADJOURNMENT

On motion by Zurita, seconded by Sharif, the meeting was adjourned at 7:49 p.m. in memory of **Bridgette Befford** and **Bishop Edward Tate**, by the following vote on roll call:

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

City Clerk of the City of Compton

Mayor of the City of Compton

February 2, 2016

To: HONORABLE MAYOR AND COUNCIL MEMBERS

From: CITY MANAGER

**SUBJECT: A REQUEST TO SCHEDULE A JOINT PUBIC HEARING –
HOUSING AUTHORITY 2016 PHA ANNUAL PLAN
(March 22, 2016 @5:35 p.m.)**

By mandate of the United States Department of Housing and Urban Development (HUD), Housing Authorities nationwide are required to develop and implement an Annual Plan. The Annual Plan provides details about the PHA's immediate operations, programs and services and notifies HUD of changes made that were not included in the Five Year Plan. .

The information that the Public Housing Agency (PHA) must submit to HUD under the Annual Plan, are the discretionary policies of the various plan components or elements (i.e., programs, operations, and strategies for meeting local housing needs and goals) and not the statutory or regulatory requirements that govern these components. The PHA's Annual Plan also provides the plans and procedures to be met in order to be consistent with the goals and objectives of the PHA's Five Year Plan

The Housing Authority is requesting that the public hearing be scheduled for **Tuesday, March 22, 2016, at 5:35 p.m.** in the Council Chambers at the City Council Meeting located at 205 South Willowbrook Avenue, Compton.

**DELMONSHA GREEN, HOUSING DIRECTOR
COMPTON LOCAL HOUSING AUTHORITY**

APPROVED FOR FORWARDING:

**ROGER L. HALEY
CITY MANAGER**

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Housing Authority**

RESOLUTION TITLE: A REQUEST TO SCHEDULE A JOINT PUBIC HEARING – HOUSING AUTHORITY 2016 PHA ANNUAL PLAN (March 22, 2016 at 5:35 p.m.)

Delmonsha Green

DEPARTMENT MANAGER'S SIGNATURE

1/13/2016 8:54:26 AM

DATE _____

REVIEW / APPROVAL

Ruth Rugley

CITY ATTORNEY

1/21/2016 12:46:54 AM

DATE

Stephen Ajobiewe

CITY CONTROLLER

1/13/2016 6:24:30 PM

DATE

Roger Haley

CITY MANAGER

1/13/2016 1:14:37 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.

February 2, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CONTRACT WITH FLATIRON ELECTRIC GROUP, INC. (FORMERLY TERNO, INC.) TO EXTEND THE CONTRACT TERM, ACCEPT THE CITYWIDE TRAFFIC SIGNAL UPGRADE PROJECT (CIP 06-06C AND 06-06R) AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE, AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION (\$491,817.80)

SUMMARY

Adoption of this resolution by the City Council will authorize the City Manager to amend the construction contract with Terno, Inc. – now known as Flatiron Electric Group, Inc. - ("Contractor") to extend the contract term by a total of 188 working days (commencing from July 1, 2015), approve and accept the completion of construction of the "Citywide Traffic Signal Upgrade" (CIP #06-06C) and "Rosecrans Traffic Signal Upgrade" (CIP #06-06R) Projects, sanction staff to file the notice of completion with the Los Angeles County Recorder's office and authorize the release of the contractor's retention in the amount of Four Hundred Ninety One Thousand Eight Hundred Seventeen Dollars and Eighty Cents (\$491,817.80).

BACKGROUND

In 2000, the City of Compton received federal and county grants to improve its traffic signal control system and to install a Traffic Management and Operations Center. These improvements include upgrading the traffic signal hardware and installing a new communication's system. By upgrading the system, it will become more reliable and more responsive to traffic demands throughout the City.

On October 26, 2010, pursuant to Resolution No. 23,224, the City Council authorized the City Manager to enter into a contract and issue a purchase order in the amount of \$4,922,468.6 to Terno Inc. for the construction of the Citywide Traffic Signal Upgrade Project. Pursuant to the contract, the project was to be completed within 314 working days (February 2011 – May 2012). However, due to construction delays that resulted in various change orders throughout the contract period, the City desires to amend the contract with Contractor.

#4.

**Staff Report – Resolution Authorizing Contract Amendment
Citywide/Rosecrans Traffic Signal Upgrade Projects
Accept Project, File Completion Notice, Release Retention
February 2, 2016, Page 2 of 3**

Section 4.3 “Extension” of the contract with Terno, Inc. provides that the Contract Time shall not be extended except by change order issued in accordance with the contract documents. Therefore, the City has the right to make whatever changes it deems necessary or desirable to the project which constitutes a scope change through the process of a change order.

A change order is a written order signed by the City and Contractor, and issued after the execution of the contract authorizing an adjustment in the contract price and/or contract time. Therefore, the contract price and contract time can only be adjusted by change order. Therefore, staff is recommending that this action be brought to City Council for approval.

On March 17, 2015, pursuant to Resolution No. 24,107, the City Council authorized the City Manager to amend the contract with Terno Inc. to expand the scope of services, extend the contract term by an additional total of 784 days and increase the contract price by an additional total of \$1,747,782.19 pursuant to section 4.3

The aforementioned increments in both time and funding presented to Council at the time were the best figures available and had the purpose to re-engage Terno to remobilize and complete the remaining scope of work of this contract.

A narrative of all contract issues warranting a change in time to this contract are as follows:

Change Orders

a) Time Component

All construction work associated with this contract has been completed. However, in order to resolve all the financial disputes with the contractor, process the mutually accepted final contract figures and file a notice of completion it is necessary to extend the contract duration by a total of 188 working days to March 30, 2016 effective back to June 30, 2015.

STATEMENT OF THE ISSUE

The construction timeframe according to the original contract needs to be extended by an additional 188 working days. The additional time is necessary to compensate the contractor for all monies due including retention and file a notice of completion. All construction activities have been completed. Staff is therefore requesting the following actions to be taken:

A. Retention

The current contract retention amount is for \$491,817.80.

B. Contract Time

The current contract term can be extended by change order pursuant to the contract document. The current contract term needs to be extended for an additional 188 working days to March 30, 2016 (retroactive from July 1, 2015) due to change order requests and the additional time required during the negotiation of all penalties claimed by Contractor. All other terms of the contract will remain the same.

ALTERNATIVE

Due to the desire of the City to complete the project, no other alternative is being proposed.

FISCAL IMPACT

Retention funds in the amount of \$491,817.80 are available in the Public Works/Municipal Utilities 2015-2016 Fiscal Year's budget in Account Nos. 1900-710-000-2050 (\$432,743.90) and 1523-710-000-2050 (\$59,073.90).

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution.

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

APPROVED FOR FORWARDING:

**ROGER L. HALEY
CITY MANAGER**

RLH/GK/JS/LO

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CONTRACT WITH FLATIRON ELECTRIC GROUP, INC. (FORMERLY TERNO, INC.) TO EXTEND THE CONTRACT TERM, ACCEPT THE CITYWIDE TRAFFIC SIGNAL UPGRADE PROJECT (CIP 06-06C AND 06-06R) AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE, AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION (\$491,817.80)

WHEREAS, in 2000, the City of Compton received federal and county grants to improve its traffic signal control system and to install a Traffic Management and Operations Center; and

WHEREAS, these improvements include upgrading the traffic signal hardware and installing a new communication's system and by upgrading the system it will become more reliable and more responsive to traffic demands throughout the City; and

WHEREAS, on October 26, 2010, pursuant to Resolution No. 23,224, City Council authorized the City Manager to enter into a contract and issue a purchase order in the amount of \$4,922,468.6 with Terno Inc. (a division of Flatiron) for the construction of the Citywide Traffic Signal Upgrade (CIP #06-06C) and the Rosecrans Traffic Signal Upgrade (CIP #06-06R) Projects; and

WHEREAS, pursuant to the contract, the project was to be completed within 314 working days (January 31, 2011 – May 3, 2012); and

WHEREAS, pursuant to section 4.3 of the contract, on March 17, 2015, the City Council adopted Resolution No. 24,107, which authorized the City Manager to amend the original contract with Terno, Inc. to expand the scope of services, extend the contract term for an additional 784 working days effective to June 30, 2015 and increase the compensation amount; and

WHEREAS, the Citywide Traffic Signal Upgrade Project has experienced delays due to change order requests, additional time to finish all contract work, process payment applications and file notice of completion; and

WHEREAS, these delays have caused the project to go beyond the terms of the first time extension of the contract with the project revised completion date of March 30, 2016; and

WHEREAS, the City continues to receive and process final and retention invoices from the contractor and in order to continue paying the contractor, the contract must be amended to extend the contract term; and

WHEREAS, in order to close out this construction project staff has recommended that the City Council authorize the City Manager to extend the contract term with Flatiron Electric Group, Inc. (formerly Terno, Inc.) for 188 working days, to allow for the payment of all remaining invoices associated with the Citywide Traffic Signal Upgrade Project (CIP# 06-06C and CIP# 06-06R), accept the project as completed, authorize staff to file the notice of completion with the Los Angeles County Recorder's office, and authorize the release of the contractor's retention funds in the amount of \$491,817.80; and

WHEREAS, the retention funds in the amount of \$491,817.80 are available in the Public Works/Municipal Utilities 2015-2016 Fiscal Year’s budget in Account Nos. 1900-710-000-2050 (\$432,743.90) and 1523-710-000-2050 (\$59,073.90).

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to execute a second amendment to the construction services contract with Flatiron Electric Group, Inc. (formerly Terno, Inc.), to extend the contract term by 188 working days (retroactive from July 1, 2015) through March 30, 2016, to properly close out the project.

SECTION 2. That the City hereby accepts the construction of the Citywide Traffic Signal Upgrade (CIP #06-06C) and the Rosecrans Traffic Signal Upgrade (CIP #06-06R) Projects as complete and sanctions staff to file the notice of completion with the Los Angeles County Recorder’s Office.

SECTION 3. That the contractor’s retention funds in the amount of \$491,817.80 are hereby authorized to be released.

SECTION 4. That retention funds in the amount of \$491,817.80 are available in the Public Works/Municipal Utilities 2015-2016 Fiscal Year’s budget in Account Nos. 1900-710-000-2050 (\$432,743.90) and 1523-710-000-2050 (\$59,073.90).

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

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

ADOPTED this ____ 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 of the City of Compton, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2016.

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

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

CITY CLERK OF THE CITY OF COMPTON

**SECOND AMENDMENT
TO
CONSTRUCTION SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
FLATIRON ELECTRIC GROUP, INC.
(Formerly Terno, Inc.)**

[Citywide Traffic Signal Upgrade Project – CIP# 06-06C
Rosecrans Traffic Signal Upgrade Project – CIP# 06-06R]

This **SECOND AMENDMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**CITY**”) and **FLATIRON ELECTRIC GROUP, INC. (Formerly Terno, Inc.)** (hereinafter referred to as “**CONTRACTOR**”).

RECITALS

WHEREAS, in 2000 the City of Compton received federal and county grants to improve its traffic signal control system and to install a Traffic Management and Operations Center (Capital Improvement Project #06-06C) and (Capital Improvement Project #06-06R) Projects (“Project”); and

WHEREAS, by Resolution No. 23,224, adopted on the 26th day of October 2010, the City Council authorized the City Manager to accept the bid of and enter into a contract with Terno, Inc. (a division of Flatiron) to provide the necessary construction services for the Project; and

WHEREAS, pursuant to the original contract, the Project was to be completed within 314 working days (January 31, 2011 – May 3, 2012) at a total cost of \$4,922,468.60; and

WHEREAS, pursuant to Section 4.3 of the contract, on March 17, 2015, the City Council adopted Resolution No. 24,107, which authorized the City Manager to amend the original contract with Terno, Inc. to expand the scope of services, extend the contract term for an additional 784 working days effective to June 30, 2015 and increase the compensation amount; and

WHEREAS, the Project has experienced delays due to change order requests, additional time to finish all contract work, process payment applications and file notice of completion and these delays have caused the project to go beyond the terms of the first time extension of the contract with the project revised completion date of March 30, 2016; and

WHEREAS, the City continues to receive and process final and retention invoices from the contractor and in order to continue paying the contractor, the contract must be amended to extend the contract term; and

Second Amendment to Construction Services Agreement – Terno, Inc.
City-wide/Rosecrans Traffic Signal Upgrade Projects (CIP #06-06C & 06-06R)
(Resolution No. _____)

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____, 2016, the City Council authorized the City Manager to execute a second amendment to the contract with Flatiron Electric Group, Inc. (formerly Terno, Inc.) to extend the term of the contract for 188 working days (retroactive from July 1, 2015) through March 30, 2016, to allow for the payment of all remaining invoices and to properly close out the project associated with the Citywide Traffic Signal Upgrade (CIP #06-06C) and Rosecrans Traffic Signal Upgrade (CIP #06-06R) Projects.

NOW, THEREFORE, the parties do hereby mutually agree to amend the Construction Services Agreement as follows:

AMENDMENTS

1. The parties agree to amend **Section 4.2.1 – Construction Services** of the original Agreement and the First Amendment to extend the amount of time for completion of the Work on the Citywide Traffic Signal Upgrade (CIP #06-06C) and Rosecrans Traffic Signal Upgrade (CIP #06-06R) Projects, as more fully described within the original Agreement and First Amendment, by an additional **One Hundred and Eighty Eight (188) working days, effective from July 1, 2015 through March 30, 2016**, unless the original Agreement and any amendments thereto is terminated as provided for within the original Agreement.

The above-indicated amendment to the Construction Services Agreement between the parties is based on the time period necessary to resolve all financial disputes between the City and Contractor, process the mutually accepted final contract figures, file a notice of completion with the Los Angeles County Recorder's office and process the City's authorization to release of Contractor's retention for this project.

2. Except as provided for above, all other terms and conditions of the original Construction Services Agreement and any amendments thereto between the City and the Contractor all remain in effect.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **SECOND AMENDMENT** to the above-identified **CONSTRUCTION SERVICES AGREEMENT**.

FLATIRON ELECTRIC GROUP, INC.
(Formerly Terno, Inc.)/CONTRACTOR

By _____
Richard Tesoriero, Vice President

Dated: _____

Second Amendment to Construction Services Agreement – Terno, Inc.
City-wide/Rosecrans Traffic Signal Upgrade Projects (CIP #06-06C & 06-06R)
(Resolution No. _____)

CITY OF COMPTON
Recommended for Approval:

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

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: City Attorney

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CONTRACT WITH FLATIRON ELECTRIC GROUP, INC. (FORMERLY TERNO, INC.) TO EXTEND THE CONTRACT TERM, ACCEPT THE CITYWIDE TRAFFIC SIGNAL UPGRADE PROJECT (CIP 06-06C AND 06-06R) AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER’S OFFICE, AND AUTHORIZE THE RELEASE OF THE CONTRACTOR’S RETENTION (\$491,817.80)

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

1/13/2016 4:48:12 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

1/25/2016 10:45:36 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

1/21/2016 6:2:17 PM
DATE

Roger Haley
CITY MANAGER

1/21/2016 12:20:20 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.

February 2, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES
DEPARTMENT'S 2015 - 2016 FISCAL YEAR BUDGET, AUTHORIZING
THE CITY MANAGER TO ENTER INTO A CONSTRUCTION
CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR
SHAWNAN FOR THE CENTRAL AVENUE PAVEMENT
REHABILITATION PROJECT – PHASE I (CIP #15-03) (\$1,684,837)**

SUMMARY

Adoption of this resolution will amend the Public Works/Municipal Utilities Department's 2015-2016 Fiscal Year budget, authorize the City Manager to enter into a construction contract with Shawnan for Phase I of the Central Avenue Pavement Rehabilitation Project (CIP #15-03), establish a purchase order for Shawnan in the amount of One Million Five Hundred Thirty One Thousand Six Hundred Seventy Dollars (\$1,531,670.00) and authorize a project contingency amount of One Hundred Fifty Three Thousand One Hundred Sixty Seven Dollars (\$153,167.00).

BACKGROUND

The Central Avenue Pavement Rehabilitation Project ("Project") provides necessary improvements on Central Avenue from 131st Street to Compton Boulevard within the City of Compton. Specific improvements include Installing Cement Treated Full Depth Reclamation (FDR), Cold Central Plan Recycled (CCPR) Pavement, Asphalt Rubber Hot Mix (ARHM), installation of ADA compliant curb ramps, curb, gutter and sidewalk improvements, striping and traffic loop replacement and other minor associated work.

The Project was advertised for bid on November 5, 2015. Bids were received and opened on December 16, 2015. Six bids were received as follows:

<u>Contractors</u>	<u>Amount</u>
Shawnan	\$1,531,670.00
Hardy & Harper, Inc.	\$1,616,000.00
All American Asphalt	\$1,626,760.00
Toro Enterprises	\$1,794,950.00
Palp dba Excel Paving	\$1,849,230.95

#5.

Staff Report – Resolution Authorizing Construction Contract
Shawnan – Central Ave. Pavement Rehabilitation Project (CIP #15-03)
February 2, 2016, Page 2 of 3

Griffith Company

\$1,945,442.00

Based upon bids received and review of submitted bid documents, it has been determined that Shawnan submitted the lowest responsive bid. Accordingly, staff recommends City Council award the construction contract to Shawnan in the amount of \$1,531,670. The Engineers Estimate for this project was \$1,704,545.

STATEMENT OF THE ISSUE

In order to amend the Public Works / Municipal Utilities 2015-2016 Fiscal Year budget, City Council's authorization to the City Manager to enter into a contract and issue a purchase order with Shawnan is necessary.

FISCAL IMPACT

The available funds will be provided through an amendment to the 2015-2016 Fiscal Year budget as follows.

- a. Move unexpended funds from prior years to current year by increasing expenditures and revenues.

Increase Revenue:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
19000000003990	Revenue	\$1,684,837
	Total:	\$1,684,837

Increase Expenditures:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
1900-710-000-4269	Other Contract Services	\$1,684,837
	Total:	\$1,684,837

Funds in the amount of \$1,531,670 will be available in the Public Works/Municipal Utilities 2015-2016 budget in Account No. 1900-710-000-4269. Additionally, staff recommends that a ten percent (10%) contingency in the amount of \$153,167 for any unforeseen costs be authorized for this Project. Therefore, the total amount to be allocated for the Project is \$1,684,837.

ALTERNATIVE

Due to the desire of the City to move forward with this project, no other alternative is being proposed at this time.

RECOMMENDATION

The Public Works/Municipal Utilities Department is requesting that the City Council amends the Public Works/Municipal Utilities Department 2015-2016 Fiscal Year budget and authorizes the City Manager to enter into a contract with and issue a purchase order to Shawnan for the Central Avenue Pavement Rehabilitation Project (CIP #15-03).

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

APPROVED FOR FORWARDING:

**ROGER L. HALEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT’S 2015 - 2016 FISCAL YEAR BUDGET, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SHAWNAN FOR THE CENTRAL AVENUE PAVEMENT REHABILITATION PROJECT – PHASE I (CIP #15-03) (\$1,684,837)

WHEREAS, the Central Avenue Pavement Rehabilitation Project – Phase I (CIP #15-03) provides pavement rehabilitation of roadways on Central Avenue from 131st Street to Compton Boulevard within the City of Compton through improvements which include Installing Cement Treated Full Depth Reclamation (FDR), Cold Central Plan Recycled (CCPR) Pavement, Asphalt Rubber Hot Mix (ARHM), installation of ADA compliant curb ramps, curb, gutter and sidewalk improvements, striping and traffic loop replacement and other minor associated work; and

WHEREAS, the project plans were advertised on November 5, 2015 for competitive construction bids and on December 16, 2015, the City received six bids as follows:

<u>Contractors</u>	<u>Amount</u>
Shawnan	\$1,531,670.00
Hardy & Harper, Inc.	\$1,616,000.00
All American Asphalt	\$1,626,760.00
Toro Enterprises	\$1,794,950.00
Palp dba Excel Paving	\$1,849,230.95
Griffith Company	\$1,945,442.00

WHEREAS, staff recommends accepting the lowest and most responsible bid provided by Shawnan for the Central Avenue Pavement Rehabilitation Project in the total amount of \$1,531,670; and

WHEREAS, in order to expend funds for the project, the Public Works/Municipal Utilities Department’s 2015-2016 Fiscal Year budget needs to be amended and revenues and expenditures shall be increased as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1900-000-000-3990	Proposition C- Revenue	\$1,684,837
1900-710-000-4269	Other Contract Services	\$1,684,837

WHEREAS, staff recommends that a ten percent (10%) contingency in the amount of \$153,167 for any unforeseen costs be authorized for this Project; and

WHEREAS, funds in the amount of \$1,684,837 will be available in the Public Works/Municipal Utilities 2015-2016 budget in Account No. 1900-710-000-4269; and

WHEREAS, in order to amend the Public Works/Municipal Utilities Department’s 2015-2016 Fiscal Year Budget, authorize the City Manager to enter into a contract and issue a contract to Shawnan, City Council’s authorization is necessary.

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

SECTION 1. That the bid of Shawnan is hereby accepted and all other bids rejected.

SECTION 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a construction contract with Shawnan to provide pavement rehabilitation of City roadways pursuant to Phase I of the Central Avenue Pavement Rehabilitation Project (CIP #15-03).

SECTION 3. That the 2015-2016 Fiscal Year budget shall be amended and revenues and expenditures are increased as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1900-000-000-3990	Proposition C	\$1,684,837
1900-710-000-4269	Other Contract Services	\$1,684,837

SECTION 4. That a purchase order in an amount of \$1,531,670.00 is authorized to be established for Shawnan for providing pavement rehabilitation pursuant to the Central Avenue Pavement Rehabilitation Project – Phase I (CIP #15-03).

SECTION 5. That a contingency amount of up to \$153,167.00 is hereby authorized.

SECTION 6. That funds in the amount of \$1,684,837 will be available in the Public Works & Municipal Utilities 2015-2016 Fiscal Year budget, in Account No. 1900-710-000-4269.

SECTION 7. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Public Works/Municipal Utilities Department.

SECTION 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ 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

SECTION C. BIDDER'S PROPOSAL

Central Avenue Pavement Rehabilitation Project (Phase I)
From 131st Street to Compton Boulevard
 CIP # 15-03

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 SHAWNAN BUSINESS P.O. BOX _____
 CITY, STATE, ZIP 12240 Woodruff Ave.
 BUSINESS STREET ADDRESS Downey, CA 90241
(Please include even if P.O. Box used)
 CITY, STATE, ZIP _____ TELEPHONE NO: _____
 AREA CODE () (562) 803-9977 FAX NO: (562) 803-9955 AREA CODE () _____
 CONTRACTOR LICENSE No. 679962 A & B
 CONTRACTOR DIR No. 1000003377

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:

Central Avenue Pavement Rehabilitation Project (Phase I)
From 131st Street to Compton Boulevard
 CIP # 15-03

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.

#5.

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:

BID ITEM LIST

Central Avenue Pavement Rehabilitation Project (Phase I)

From 131st Street to Compton Boulevard

CIP # 15-03

NO	ITEM	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	Mobilization/Demobilization and Const. Signs	1	LS	60,000. ⁰⁰	60,000. ⁰⁰
2	Construction Staking and Restoration of Survey Monuments/Benchmarks	1	LS	7,000. ⁰⁰	7,000. ⁰⁰
3	Traffic Control	1	LS	186,000. ⁰⁰	186,000. ⁰⁰
4	Unclassified Excavation and Install CMB (Allowance Item Only)	400	CY	30. ⁰⁰	12,000. ⁰⁰
5 (S)	Construct 4" Thick Cold Central Plant Recycled Pavement	38,900	SY	13. ⁰⁰	505,700. ⁰⁰
6 (S)	Construct 8" Thick Full Depth Reclamation (FDR) with 6% Cement	28,200	SY	7. ⁰⁰	197,400. ⁰⁰
7	Cold Mill 2" and Variable Depth (0"-2") of PCC Pavement	8,500	SF	3. ⁰⁰	25,500. ⁰⁰
8	Install Fabric Including Tack Coat	74,100	SF	0.40	29,640. ⁰⁰
9	Cold Mill AC Pavement (2" thick) on side streets	5,200	SF	0.20	1,040. ⁰⁰
10	Construct 3/4" AC Leveling Course (D2PG 64-10)	900	TN	50. ⁰⁰	45,000. ⁰⁰
11	Construct 1-1/4" & 2" Asphalt Rubber Hot Mix (ARHM-GG-C2)	4,600	TN	56. ⁰⁰	257,600. ⁰⁰
12	Construct PCC Curb Ramp per SSPWC Std. Plan No. 111-5	15	EA	3,000. ⁰⁰	45,000. ⁰⁰
13	Install Truncated Domes	7	EA	950. ⁰⁰	6,650. ⁰⁰
14	Construct PCC Sidewalk, 4 inches thick per Std. Plan No. 112-2	8,800	SF	3. ⁰⁰	26,400. ⁰⁰
15	Construct 4" Driveway Approach and Gutter per Std. Plan 110-2	3,200	SF	4. ⁰⁰	12,800. ⁰⁰
16	Construct PCC Curb & Gutter per SSPWC Std. Plan No. 120-2 Type A2-8	520	LF	17. ⁰⁰	8,840. ⁰⁰
17	Traffic Signing, Striping, Legend and Markings	1	LS	65,000. ⁰⁰	65,000. ⁰⁰

#5.

18	Remove and Install Type "E" Traffic Loop Detector	42	EA	250. ⁰⁰	10,500. ⁰⁰
19	Adjust Water Valve Box and Cover	17	EA	200. ⁰⁰	3,400. ⁰⁰
20	Adjust Gas Valve Box and Cover	4	EA	300. ⁰⁰	1,200. ⁰⁰
21	Adjust Manhole Frame and Cover to Surface	3	EA	1,400. ⁰⁰	4,200. ⁰⁰
22	Application of Crack Seal on PCC Pavement and Joints	4,000	LF	2. ⁰⁰	8,000. ⁰⁰
23	Remove PCC Pavement and Replace with 8" Thick AC Base Course (PG 64-10-B)	1,000	SF	5. ⁰⁰	5,000. ⁰⁰
24	Install New Street Name Sign	13	EA	600. ⁰⁰	7,800. ⁰⁰

S= Specialty Item per Section 2-3.2 "Self Performance" of SSPWC

TOTAL BID: 1,531,670.⁰⁰

NOTE: "TOTAL BID" is only on the last page of the BID ITEM LIST.

LIST OF SUBCONTRACTORS

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

Use extra sheets if need be.

Subcontractor Name: MARTINEZ CONCRETE
 Address: 920 Feather bl BZUSA 91702
 License No. and Class: 394471 A
 Dollar Value and Percent of Total Contract: 5% 90,400
 Specific Items of Work: PCC POUR
 DIR No.: 1000006160

Subcontractor Name: B.C. TRAFFIC
 Address: 638 Southern, Orange, 92865
 License No. and Class: 877686
 Dollar Value and Percent of Total Contract: 2.5 940,000
 Specific Items of Work: STRIPING / SIGNS
 DIR No.: 1000005503

Subcontractor Name: Precision Cold Plants
 Address: 13552 Commercial YUCAIPA 92399
 License No. and Class: 832640 C-12
 Dollar Value and Percent of Total Contract: 9% 148,000
 Specific Items of Work: FDR
 DIR No.: 1000006264

Subcontractor Name: KULTERITE
 Address: 12331 Panaboard, Downey, cal 90241
 License No. and Class: 944160 A
 Dollar Value and Percent of Total Contract: 25% 370,420
 Specific Items of Work: CENTRAL PLANT RECYCLING
 DIR No.: 1000003394

Subcontractor Name: CALIF PROFESSIONAL ENR.
 Address: 929 DIERBACH LA EVANES 91748
 License No. and Class: 793907 A. C. 10
 Dollar Value and Percent of Total Contract: 1% 9500
 Specific Items of Work: LOOPS
 DIR No.: 1000001980

*THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO
CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE
A PART OF THIS PROPOSAL*

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder SHAWNAN, proposed subcontractor _____, hereby certifies that he has ☒ has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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 ☒ 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.

#5.

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 ✓

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.

NON-COLLUSION AFFIDAVIT

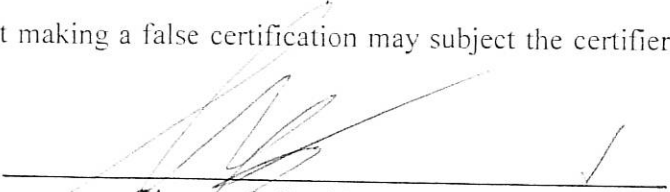
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

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 Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

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



Shawn A Smith, President

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 }

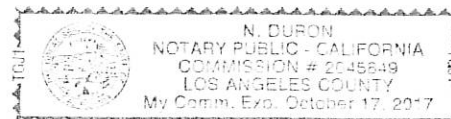
County of Los Angeles }

On NOV 18 2015 before me, N. Duron, Notary Public
(Here insert name and title of the officer)

personally appeared Shawn A. Smith and nobody else,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) ~~(s)~~ (is) are subscribed to the within instrument and acknowledged to me that
~~he~~ she / ~~they~~ he executed the same in ~~his~~ her / ~~their~~ her authorized capacity(~~ies~~), and that by
~~his~~ her / ~~their~~ her 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.



Notary Public Signature

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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: SEE ATTACHED

Contact Name: _____

Contact Phone: _____

Address: _____

Description of Work: _____

Agency Name: SEE ATTACHED

Contact Name: _____

Contact Phone: _____

Address: _____

Description of Work: _____

Agency Name: SEE ATTACHED

Contact Name: _____

Contact Phone: _____

Address: _____

Description of Work: _____

SHAWNAN

STATEMENT OF EXPERIENCE

OD = Original Duration, TE = Time Extensions, AC = Actual Completion (all are in calendar days)

1 Owner **City of Torrance**
 Address 20500 Madrona Avenue
 Torrance, CA 90503
 Phone # 310) 618-6259
 Fax #: Lsablan@torranceCA.gov
 Contact: Lauren Sablan
 Project: Residential Rehab, Area C
 Contract Amount: \$ 2,546,231.00
 Final Amount \$ 2,647,829.00
 Completion Date: 11/16/2014
 PCC Improvements 65%
 Earth Work / Paving 35%
 OD = 120 TE = 0 AC = 120

2 Owner **City of Montebello**
 Address 1600 West Beverly Boulevard
 Montebello, CA 90640
 Phone # 323) 877-1460
 Fax #: 323) 887-1464
 Contact: Hormoz Vahid
 Project: Garfield Avenue Improvements
 Contract Amount: \$ 972,461.00
 Final Amount \$ 940,376.00
 Completion Date: 6/17/2014
 PCC Improvements 20%
 Earth Work / Paving 80%
 OD = 40 TE = 0 AC = 40

3 Owner **City of Norwalk**
 Address 12700 Norwalk Boulevard
 Norwalk, CA 90650
 Phone # 562) 929-5744
 Fax #: 562) 929-5773
 Contact: John Tran
 Project: Local Streets Rehabilitation
 Contract Amount: \$ 1,072,465.00
 Final Amount \$ 949,331.00
 Completion Date: 4/10/2014
 PCC Improvements 30%
 Earth Work / Paving 70%
 OD = 30 TE = 0 AC = 30

4 Owner **City of Redondo Beach**
 Address 415 Diamond Street
 Redondo Beach, CA 90277
 Phone # 310) 318-0661
 Fax #: 310) 374-4828
 Contact: Jeff Townsend
 Project: Residential Rehab - Phase 10
 Contract Amount: \$ 864,917.00
 Final Amount \$ 875,621.00
 Completion Date: 10/21/2013
 PCC Improvements 0%
 Earth Work / Paving 100%
 OD = 45 TE = 0 AC = 45

5 Owner: **City of El Segundo**
 Address: 350 Main Street
 El Segundo, CA 90245
 Phone #: 310) 524-2364
 Fax #: 310) 524-1791
 Contact: Arianne Bola
 Project: Aviation Blvd Improvements
 Contract Amount: \$ 565,326.00
 Final Amount \$ 895,892.00
 Completion Date: 2/22/2013
 PCC Improvements 10%
 Underground
 Earth Work / Paving 90%
 OD = 45 TE = 0 AC = 55

6 Owner: **City of Industry/CNC Eng.**
 Address: 255 N. Hacienda Blvd., Suite 222
 City of Industry, CA 91744
 Phone #: 626) 333-0336
 Fax #: 626) 369-4306
 Contact: Gerry Perez
 Project: Nelson Ave Reconstruction
 Contract Amount: \$ 1,574,170.00
 Final Amount \$ 1,618,931.00
 Completion Date: 2/11/2013
 PCC Improvements 17%
 Underground 0%
 Electrical 0%
 Earth Work / Paving 83%
 OD = 120 TE = 25 AC = 139

7 Owner: **City of Bellflower**
 Address: 16600 Civic Center Drive
 Bellflower, CA 90706
 Phone #: 562) 804-1424
 Fax #: 562) 902-1732
 Contact: Philip Wang
 Project: Woodruff Ave Rehabilitation
 Contract Amount: \$ 285,461.00
 Final Amount \$ 270,359.00
 Completion Date: 1/16/2013
 PCC Improvements 19%
 Landscape & Irr.
 Electrical 7%
 Earth Work / Paving 74%
 OD = 25 TE = 0 AC = 25

8 Owner: **City of Los Alamitos**
 Address: 3191 Katella Ave
 Los Alamitos, CA 90720
 Phone #: 714) 431-3538
 Fax #: 714) 431-7891
 Contact: Dave Hunt
 Project: Various Street Improvements
 Contract Amount: \$ 531,648.00
 Final Amount \$ 644,189.00
 Completion Date: 6/5/2012
 PCC Improvements 35%
 Underground
 Earth Work / Paving 65%
 OD = 45 TE = 0 AC = 55

9 Owner: **City of Bell**
 Address: 6330 Pine Ave
 Bell, CA 90201
 Phone #: 323) 588-6211
 Fax #: 323) 588-3789
 Contact: Young Park
 Project: Filmore Street Improvements
 Contract Amount: \$ 285,216.00
 Final Amount \$ 325,343.00
 Completion Date: 6/5/2012
 PCC Improvements 45%
 Underground
 Earth Work / Paving 55%
 OD = 30 TE = 0 AC = 35

10 Owner: **City of Stanton**
 Address: 7800 Katella Ave
 Stanton, CA 90680
 Phone #: 714) 890-4204
 Fax #: 714) 890-1443
 Contact: Quang Le
 Project: Bradford Tract Paving Project
 Contract Amount: \$ 696,871.00
 Final Amount \$ 636,921.00
 Completion Date: 4/26/2012
 PCC Improvements 40%
 Underground
 Earth Work / Paving 60%
 OD = 45 TE = 0 AC = 55

11 Owner: **City of Buena Park**
 Address: 6650 Beach Blvd
 Buena Park, CA 90622
 Phone #: 714) 562-3670
 Fax #: 714) 902-4151
 Contact: Wood Nosome
 Project: Knott Ave Rehabilitation
 Contract Amount: \$ 1,256,815.00
 Final Amount \$ 1,222,654.00
 Completion Date: 1/17/2012
 PCC Improvements 25%
 Underground 25%
 Landscape 25%
 Earth Work / Paving 25%
 OD = 60 TE = 0 AC = 60

12 Owner: **City of Orange**
 Address: 300 E. Chapman Ave
 Orange, CA 92866
 Phone #: 714) 744-2225
 Fax #: 714) 744-5515
 Contact: Alan Truong
 Project: Tustin & Chapman Ave
 Contract Amount: \$ 1,456,789.00
 Final Amount \$ 1,926,974.00
 Completion Date: 11/14/2011
 PCC Improvements 37%
 Landscape & Irr. 5%
 Electrical 25%
 Earth Work / Paving 33%
 OD = 90 TE = 25 AC = 100

#5.

13 Owner: **City of Downey**
Address: 11111 Brookshire Ave
Downey, CA 90241
Phone #: 562) 622-3468
Fax #: 562) 258-8917
Contact: Desi Gutierrez
Project: Imperial Highway Phase 2
Contract Amount: \$ 2,156,492.00
Final Amount \$ 2,278,145.00
Completion Date: 4/25/2011
PCC Improvements 14%
Landscape & Irr. 29%
Electrical 20%
Earth Work / Paving 37%
OD = 120 TE = 25 AC = 140

15 Owner: **City of Huntington Park**
Address: 6550 Miles Ave
Huntington Park, CA 90255
Phone #: 626) 447-4260
Fax #: 626) 547-8912
Contact: Wes Lind
Project: City Yard Resurfacing
Contract Amount: \$ 512,347.00
Final Amount \$ 691,582.00
Completion Date: 9/22/2010
PCC Improvements 5%
Underground 22%
Electrical
Earth Work / Paving 73%
OD = 120 TE = 25 AC = 140

17 Owner: **City of La Habra**
Address: 201 E. La Habra Blvd.
La Habra, CA 90631
Phone #: 310) 525-0678
Fax #: 562) 717-4624
Contact: Charles Stephan
Project: Various Locations
Contract Amount: \$ 2,200,000.00
Final Amount \$ 2,159,888.00
Completion Date: 1/31/2009
PCC Improvements 36%
Underground 7%
Earth Work / Paving 57%
OD = 90 TE = 14 AC = 98

14 Owner: **City of Riverside**
Address: 3900 Main Street
Riverside, CA 92522
Phone #: 951) 901-5440
Fax #: 951) 905-7831
Contact: Mike Wolf
Project: Columbia/Iowa Street Imp.
Contract Amount: \$ 4,258,512.00
Final Amount \$ 3,987,682.00
Completion Date: 2/22/2011
PCC Improvements 19%
Landscape & Irr. 21%
Electrical 27%
Earth Work / Paving 33%
OD = 120 TE = 25 AC = 100

16 Owner: **City of Fontana**
Address: 8353 Sierra Ave.
Fontana, CA 92355
Phone #: 909) 350-7600
Fax #: 909) 350-1154
Contact: Al Giraot
Project: Jurupa Ave Improvements
Contract Amount: \$ 7,888,255.00
Final Amount \$ 7,345,689.00
Completion Date: 10/22/2009
PCC Improvements 19%
Underground 22%
Electrical 25%
Earth Work / Paving 34%
OD = 120 TE = 25 AC = 140

18 Owner: **City of Brea**
Address: 1 Civic Center Circle
Brea, CA 92821
Phone #: 714) 990-7600
Fax #: 714) 990-2548
Contact: Raul Lising
Project: Imperial/Smart Street Imp.
Contract Amount: \$ 5,887,651.00
Final Amount \$ 5,698,349.00
Completion Date: 10/19/2008
PCC Improvements 20%
Underground 15%
Landscape 20%
Electrical 15%
Earth Work / Paving 30%
OD = 120 TE = 0 AC = 145

19 Owner: City of Bell Gardens
 Address: 8327 Garfield Ave.
 Bell Gardens, CA 90241
 Phone #: 562) 806-7770
 Fax #: 562) 806-7789
 Contact: Joe Dyer
 Project: Eastern Ave. Improvements
 Contract Amount: \$ 2,085,000.00
 Final Amount \$ 2,112,758.00
 Completion Date: 4/30/2008

PCC & Elec. 18%
 L.S. & Irrigation 25%
 Earth Work / Paving 57%

OD = 90 TE = 10 AC = 94

20 Owner: City of Tustin/Bayley Slater, P
 Address: 3730 S. Susan Street - Suite 200
 Santa Ana, CA 92704
 Phone #: 714) 540-8863
 Fax #:
 Contact: Mark Florer
 Project: MCAS Backbone Infrastructure
 Contract Amount: \$ 43,000,000.00
 Final Amount \$ 42,951,653.00
 Completion Date: 11/27/2007

PCC Improvements 13%
 Underground 25%
 Electrical 10%
 Earth Work / Paving 52%

OD = 730 TE = 45 AC = 755

#5.

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.

Siaic Contractors Corporation dba Shawnan

James Phillip Pendergist, Vice Pres.

Shawn A Smith, President

John A. Smith, Secretary

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

License No. 679962 Classification(s) A & B

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 Non-collusion 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: NOV 18 2015



SHAWNAN

Shawn A Smith, President

SEE ATTACHED

Signature and Title of Bidder-This must be Notarized

Business Address 12240 Woodruff Ave
Downey, CA 90241

Place of Business 12240 Woodruff Ave
Downey, CA 90241

Place of Residence 12240 Woodruff Ave
Downey, CA 90241

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 }

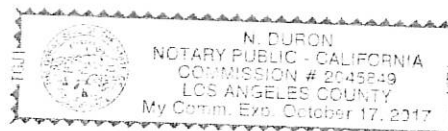
County of Los Angeles }

On NOV 18 2015 before me, N. Duron, Notary Public
(Here insert name and title of the officer)

personally appeared Shawn A. Smith and nobody else,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) ~~(s)~~ 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.



Notary Public Signature

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages Document Date

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document with a staple

BID BOND

Central Avenue Pavement Rehabilitation Project (Phase I)
From 131st Street to Compton Boulevard
 CIP # 15-03

KNOW ALL MEN BY THESE PRESENTS that Sialic Contractors Corporation dba Shawnan, as BIDDER, and Federal Insurance Company as SURETY, are held and firmly bound unto the City of Compton, as AGENCY, in the penal sum of Ten percent of the total amount of the bid, \$ 10%, 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 November, 2015.

SEAL

Sialic Contractors Corporation dba Shawnan
 CONTRACTOR (CORPORATION) - TYPE
 By: [Signature]
 President **SHAWN A. SMITH**
 By: [Signature]
 Secretary/Treasurer **John A. Smith**

Subscribed and sworn to before me
 this _____ day of _____, 2015.

(SEAL)

SEE ATTACHED
 Signature of Notary Public

(SEAL)

Federal Insurance Company

SURETY'S NAME – TYPE

15 Mountain View Road, Warren, NJ 07059

Mailing Address

(SEAL)

By: Douglas A. Rapp

Name (print)

Douglas A. Rapp

Signature

Attorney in Fact

Title

Subscribed and sworn to before me

this _____ day of _____, 2015.

SEE ATTACHED

Signature of Notary Public

(SEAL)

#5.

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 Orange

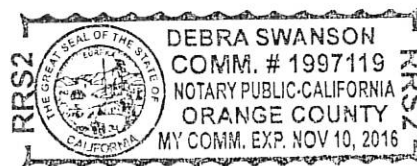
On 11/18/2015 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

personally appeared Douglas A. Rapp,
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 Debra Swanson (Seal)





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Douglas A. Rapp and Timothy D. Rapp of Aliso Viejo, California**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **16th** day of **December, 2011**.

Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr.
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

County of Somerset

ss.

On this **16th** day of **December, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014

Katherine J. Adelaar
Notary Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 18th day of November, 2015.



Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656

e-mail: surety@chubb.com

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 NOV 19 2015 before me, N. Duron, Notary Public
(Here, insert name and title of the officer)

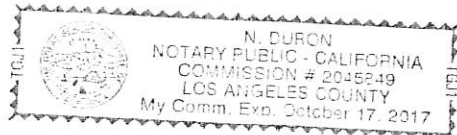
personally appeared Shawn A. Smith & John A. Smith and nobody else, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), 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.


Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

FIRST SOURCE HIRING PROGRAM

CENTRAL AVENUE PAVEMENT REHABILITATION PROJECT (PHASE I)

CIP# 15-03

The Shawna (Company) agrees to participate in the City of Compton's First Source Hiring Program and will enter into a First Source Hiring Agreement if we are determined to be the lowest responsive bidder for the City of Compton's Central Avenue Pavement Rehabilitation Project (Phase I) CIP# 15-03.

The following is a list of anticipated staff positions (including sub-contractors) that will work on this project and the corresponding positions that are identified for local hire to meet the 30% requirement. I understand that only those positions identified as entry level jobs (non-technical or non-supervisory) are subject to the 30% requirement.

Position Title	Total # of Projected Positions	Total # of Positions Dedicated for Local Hires
General Contractor	12	4
Subcontractor	8	3
Total Staff Positions	3	1

Note: Contractor understands that the final determination of the number of eligible positions required for local hire will be determined by the City after the job descriptions for each position have been submitted by the lowest responsive bidder.

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

[Central Avenue Pavement Rehabilitation Project – Phase I (CIP #15-03)]

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 **SHAWNAN** (hereinafter referred to as “**CONTRACTOR**”) located at 12240 Woodruff Avenue, Downey, California 90241.

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 Phase I of the Central Avenue Pavement Rehabilitation Project – Phase I CIP #15-03 (“Project”).

D. Authorization to enter into this Agreement is pursuant to Resolution No. _____, adopted by the City Council on _____, 2016.

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),

**Construction Services Agreement – Shawnan
Central Avenue Pavement Rehabilitation Project – Phase I (CIP #15-03)
Resolution No. _____/Public Works/Municipal Utilities**

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:

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Central Avenue Pavement Rehabilitation Project – Phase I (CIP #15-03)
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1.5.1 Prohibition Against Employment Discrimination. During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, gender, marital status, ethnicity, religion, age or medical condition as set forth in the California Labor Code Section 177.6, Government Code, Title VII of the Civil Rights Act and the Civil Rights Act of 1991 and any amendments to the above. 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, gender, marital status, ethnicity, religion, age or medical condition.

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 and such other sanctions may be imposed and remedies invoked as provided by law.

1.5.2 Clayton Act and Cartwright Act. In accordance with Section 7103 of the California Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, and interest in and all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from the purchases of goods, services or materials pursuant to this Contract.

1.5.3 Subletting and Subcontracting. Contractor acknowledges and agrees that it is the City's intent for the provisions of the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the California Public Contract Code) to apply to all phases of the Work.

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

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the Work provided for in this Agreement, all in accordance with the State Labor Code and be subject to debarment from future public works projects with the City for a period not to exceed three (3) years. The Contractor shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code. The Contractor shall conform to the State Labor Code and it is agreed that the Contractor shall forfeit to the City, as penalty, the sum of **Twenty Five Dollars (\$25.00)** for each worker employed in the execution of this Contract by the Contractor or any subcontractors for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in one day or 40 hours in one week 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.

1.5.5 Employment of Apprentices. Pursuant to California Labor Code Section 1777.5, Contractor shall file with the appropriate Joint Apprenticeship Training Committee ("JATC"), a DAS-140 form registering to train apprentices. Only those programs approved by the California Apprenticeship Council are applicable to accept DAS-140 registration forms. In addition, contractor is required to make appropriate training contributions as set forth in the prevailing wage determination to each appropriate JATC, or in the alternative, to the California Apprenticeship Council.

.a Contractor shall forfeit to the City, as penalty, **Fifty Dollars (\$50.00)** for each calendar day and be subject to debarment from future public works projects with the City for a period not to exceed three (3) years for failure of Contractor to register to train apprentices or failure to pay the appropriate training contribution.

1.5.6 Certified Payrolls. Pursuant to California Labor Code Section 1776, Contractor shall keep weekly payroll records, which shall be certified under penalty of perjury to record the proper payment of prevailing wages for this Project. City shall accept computer printouts (which are then certified) in lieu of the standard form as long as the computer printout provides all of the same information as required on the certified payroll form. Failure of Contractor to provide the certified payrolls within ten (10) days of a written deficiency notice from the City shall result in a penalty of **Twenty Five Dollars (\$25.00)** per day per worker for each day of violation. City maintains the right to withhold any and all funds due the Contractor and/or his/her subcontractors in the event that certified payrolls are not maintained and provided to the City upon request.

1.6 Key Personnel.

1.6.1 Contractor's Representative. Contractor hereby designates **Shawn A. Smith, 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.

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Central Avenue Pavement Rehabilitation Project – Phase I (CIP #15-03)
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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:

CENTRAL AVENUE PAVEMENT REHABILITATION PROJECT – PHASE I (CIP #15-03)

On Central Avenue, within the City of Compton, between 131st Street and Compton Boulevard, install Cement Treated Full Depth Reclamation (FDR), Cold Central Plan Recycled (CCPR) Pavement, Asphalt Rubber Hot Mix (ARHM), install ADA compliant curb ramps, curb, gutter and sidewalk

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improvements, stripping and traffic loop replacement and other minor associated work.

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 **One Million Five Hundred Thirty One Thousand Six Hundred Seventy Dollars (\$1,531,670.00)** ("Contract Price"), subject to adjustments for changes in the Work as may be agreed to in writing by the City and Contractor.

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

3.3 Payments.

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

Contractor shall be reimbursed in accordance with the provisions of *California*

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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

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of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure performance of Contractor.

3.5 Contractor's Warranty of Contract Price.

Contractor warrants and represents that the Contract Price, includes without Limitation: (i) all overhead, general and administrative expenses, including without limitation, both on-site and off-site direct job expenses and home office overhead for the Project and all fees and assessments for building and other permits for which Contractor is responsible, licenses and inspections required for the Project, and (ii) includes and assumes that from time to time Contractor will encounter delays, difficult conditions arising from limited access to work areas or other interferences for which responsibility is not otherwise attributable to Contractor and unforeseen conditions at the Site not constituting differing site conditions. Except as otherwise provided in the Contract Documents, Contractor assumes full responsibility for its examination, investigation and understanding of such delays and difficulties which may be encountered, and shall be deemed to have included in its Contract Price a sum to cover the cost and expense associated therewith.

4.0 TIME

4.1 Time of Essence.

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

4.2 Commencement.

4.2.1 Construction Services. Contractor agrees to commence the Work provided for herein within **10 calendar days** after receipt of the **Notification to Proceed** or as otherwise agreed in writing with the Director of his/her designee, and continue in a diligent, professional and worker-like manner without interruption until the work is completed or within a total of **75 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.

.a Notwithstanding any other provisions of this Contract, Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to issuance of a Notice to Proceed. The City's knowledge of work being performed prior to issuance of the Notice to Proceed shall not obligate the City to accept or pay for such work. Contractor shall provide all required contract bonds and evidences of insurance prior to commencing work pursuant to this Contract.

4.3 Extensions.

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

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Resolution No. _____/Public Works/Municipal Utilities

4.4 Compensation for Delay.

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

4.5 Liquidated Damages.

IF CONTRACTOR FAILS TO ACHIEVE SUBSTANTIAL COMPLETION OF THE WORK WITHIN THE PERIODS OF TIME REFERRED TO IN PARAGRAPH 4.2.1 OF THIS AGREEMENT (AS ADJUSTED BY CHANGE ORDER FOR EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS), CITY WILL INCUR DAMAGES, THE AMOUNT OF WHICH WILL BE DIFFICULT OR IMPOSSIBLE TO ESTABLISH WITH CERTAINTY, INCLUDING BUT NOT LIMITED TO INEFFICIENCY AND DISRUPTION OF CITY'S OPERATIONS. THE PARTIES THEREFORE AGREE THAT FOR EACH DAY PAST THE COMPLETION DATES REFERRED TO IN PARAGRAPH 4.2.1 (AS ADJUSTED BY CHANGE ORDER FOR THE EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS) THAT THE WORK IS NOT SUBSTANTIALLY COMPLETE, CONTRACTOR SHALL PAY CITY THE SUM OF ONE THOUSAND DOLLARS (\$1,000) FOR EACH CALENDAR DAY DELAYED BEYOND THE TIME PRESCRIBED FOR FINISHING THE WORK AS LIQUIDATED DAMAGES. THIS SUM REPRESENTS A REASONABLE EFFORT TO ESTIMATE FAIR COMPENSATION FOR THE FORESEEABLE LOSSES CITY WILL INCUR ON ACCOUNT OF DELAYS IN SUBSTANTIAL COMPLETION OF THE WORK AND IS NOT A PENALTY. IF LIQUIDATED DAMAGES ARE NOT PAID, THE CITY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONEY DUE OR THAT MAY BECOME DUE TO THE CONTRACTOR UNDER THIS AGREEMENT IN ADDITION TO ANY OTHER REMEDY AVAILABLE TO THE CITY. CONTRACTOR SHALL NOT BE ASSESSED LIQUIDATED DAMAGES IF THE DELAY IS CAUSED BY ACTS OF GOD WHICH COULD NOT REASONABLY HAVE BEEN FORSEEN OR GUARDED AGAINST; STRIKES, BOYCOTTS OR LIKE OBSTRUCTIVE ACTIONS BY CONTRACTOR'S OR IT'S SUBCONTRACTOR'S EMPLOYEES WHICH ARE BEYOND CONTRACTOR'S CONTROL; FAILURE OF CITY TO PERFORM; OR FAILURE OF A PUBLIC UTILITY TO RELOCATE OR REMOVE AN EXISTING UTILITY REQUIRED FOR PERFORMANCE OF THIS CONTRACT. CITY AND CONTRACTOR HEREBY INDICATE THEIR AGREEMENT TO THE FOREGOING LIQUIDATED DAMAGES PROVISION:

City of Compton

Contractor – Shawn A. Smith

4.6 Construction Schedule.

Contractor shall prepare and submit to City a detailed Construction Baseline Schedule (showing all milestones with critical activities on the Baseline 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

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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.

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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

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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.

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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.

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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

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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.

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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 00 01 11 88, with minimum limits of at least **Two Million Dollars (\$2,000,000.00)** per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. Products and completed operations coverage shall be maintained for a minimum of two years after completion of the Work.

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

8.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA00 01 06 92 covering "Any Auto" (Symbol 1) with minimum limits of **One Million Dollars (\$1,000,000.00)** each accident. If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle (as specified in the following paragraph); and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees). Independent Contractors may not be able to purchase a Business Automobile policy and consideration may be given to accepting a Personal Automobile Liability policy. Requirements should stipulate "Automobile Liability Insurance with a limit of not less than \$1,000,000 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 **One Million (\$1,000,000.00)** per accident for bodily injury and disease. Workers' Compensation and Employer's Liability insurance may not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

8.2.5 Contractors Pollution Liability. (If applicable) 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

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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.

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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,

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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, **Shawn A. Smith**, **HEREBY CERTIFY** that I am the President, and duly authorized representative of the Contractor firm of **Shawnan** 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:

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- 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]

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.

Shawn. A. Smith, 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

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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

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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.

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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

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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.

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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

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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.

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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 Water Pollution Control.

12.17.1 Best Management Practices (BMPs). Contractor, without

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limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System (“NPDES”) standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. Contractor shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor and its surety shall fully indemnify the City for any pollution damage and/or cleaning costs. All construction of off-site and on-site improvements shall adhere to NPDES Best Management Practices to prevent deleterious materials or pollutants from entering the City or County storm drain systems. Best Management Practices shall be defined as any program, technology, process, site criteria, operating method, measure or device which controls, prevents, removes or reduces pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

The City, as permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency and private citizens. The City may assess the Contractor a penalty of **One thousand Dollars (\$1,000.00)** 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 (5th) day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one (1) business day after send by facsimile transmission.

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

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

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(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:

Shawnan.
12240 Woodruff Avenue
Downey, California 90241
Attn: Shawn A. Smith, President
(562) 803-9977
(562) 803-9955 - Fax

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

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

SHAWNAN/CONTRACTOR

Dated: _____

By _____
Shawn A. Smith, President

CITY OF COMPTON
Recommended for Approval:

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

Dated: _____

#5.

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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

Central Avenue CIP # 15-03				Engineering Estimate		All American Asphalt		Harper & P
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST
1	Mobilization and Demobilization	1	LS	\$100,000.00	\$100,000.00	\$29,500.00	\$29,500.00	\$77,000.00
2	Restoration of Survey Monuments/Benchmarks	1	LS	\$50,000.00	\$50,000.00	\$28,500.00	\$28,500.00	\$30,000.00
3	Traffic Control	1	LS	\$50,000.00	\$50,000.00	\$150,000.00	\$150,000.00	\$76,000.00
4	Install CMB (Allowance Item Only)	400	CY	\$55.00	\$22,000.00	\$60.00	\$24,000.00	\$95.00
5	Construct 4" Thick Cold Central Plant Recycling Plant	38,900	SY	\$10.00	\$389,000.00	\$12.10	\$470,690.00	\$11.30
6	Reclamation (FDR) with 6% Cement	28,200	SY	\$10.00	\$282,000.00	\$7.85	\$221,370.00	\$7.89
7	Cold Mill 2" and Variable Depth (0"-2") of PCC Pavement	8,500	SF	\$1.00	\$8,500.00	\$1.28	\$10,880.00	\$1.50
8	Install Fabric Including Tack Coat	74,100	SF	\$0.45	\$33,345.00	\$0.25	\$18,525.00	\$0.23
9	Cold Mill AC Pavement (2" thick) on side streets	5,200	SF	\$0.25	\$1,300.00	\$0.31	\$1,612.00	\$0.38
10	Construct 3/4" AC Leveling Course (D2PG 64-10)	900	TN	\$80.00	\$72,000.00	\$78.00	\$70,200.00	\$76.00
11	Construct 1-1/4" & 2" Asphalt Rubber Hot Mix (ARHM-GG-C2)	4,600	TN	\$85.00	\$391,000.00	\$77.00	\$354,200.00	\$77.00
12	Construct PCC Curb Ramp per SPPWC Std. Plan No. 111-5	15	EA	\$3,500.00	\$52,500.00	\$3,100.00	\$46,500.00	\$3,800.00
13	Install Truncated Domes	7	EA	\$500.00	\$3,500.00	\$600.00	\$4,200.00	\$550.00
14	inches thick per Std. Plan No. 112-2	8,800	SF	\$8.00	\$70,400.00	\$6.18	\$54,384.00	\$7.00

15	Construct 4" Driveway Approach and Gutter per Std. Plan 110-2	3,200	SF	\$12.00	\$38,400.00	\$6.80	\$21,760.00	\$8.00
16	SPPWC Std. Plan No. 120-2 Type A2-8	520	LF	\$50.00	\$26,000.00	\$47.00	\$24,440.00	\$50.00
17	Traffic Signing, Striping, Legend and Markings	1	LS	\$50,000.00	\$50,000.00	\$44,650.00	\$44,650.00	\$53,081.00
18	Remove and Install Type "E" Traffic Loop Detector	42	EA	\$600.00	\$25,200.00	\$225.00	\$9,450.00	\$196.00
19	Adjust Water Valve Box and Cover	17	EA	\$400.00	\$6,800.00	\$102.00	\$1,734.00	\$500.00
20	Adjust Gas Valve Box and Cover	4	EA	\$400.00	\$1,600.00	\$102.00	\$408.00	\$500.00
21	Adjust Manhole Frame and Cover to Surface	3	EA	\$500.00	\$1,500.00	\$665.00	\$1,995.00	\$1,500.00
22	Application of Crack Seal on PCC Pavement and Joints	4,000	LF	\$2.00	\$8,000.00	\$4.50	\$18,000.00	\$3.00
23	Replace with 8" Thick AC Base Course (PG 64-10-B)	1,000	SF	\$15.00	\$15,000.00	\$14.77	\$14,770.00	\$11.00
24	Install New Street Name Sign	13	EA	\$500.00	\$6,500.00	\$384.00	\$4,992.00	\$400.00
	TOTAL				\$1,704,545.00	3	\$1,626,760.00	2

Harper Inc.	Toro Enterprises		Excel Paving		Giffith Company		Shawnan	
TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
\$77,000.00	\$194,000.00	\$194,000.00	\$70,000.00	\$70,000.00	\$90,000.00	\$90,000.00	\$60,000.00	\$60,000.00
\$30,000.00	\$29,000.00	\$29,000.00	\$11,000.00	\$11,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
\$76,000.00	\$105,000.00	\$105,000.00	\$102,000.00	\$102,000.00	\$178,500.00	\$178,500.00	\$186,000.00	\$186,000.00
\$38,000.00	\$86.00	\$34,400.00	\$105.00	\$42,000.00	\$94.00	\$37,600.00	\$30.00	\$12,000.00
\$439,570.00	\$12.00	\$466,800.00	\$14.00	\$544,600.00	\$15.00	\$583,500.00	\$13.00	\$505,700.00
\$222,498.00	\$7.80	\$219,960.00	\$11.50	\$324,300.00	\$9.75	\$274,950.00	\$7.00	\$197,400.00
\$12,750.00	\$1.35	\$11,475.00	\$1.40	\$11,900.00	\$1.62	\$13,770.00	\$3.00	\$25,500.00
\$17,043.00	\$0.28	\$20,748.00	\$0.34	\$25,194.00	\$0.71	\$52,611.00	\$0.40	\$29,640.00
\$1,976.00	\$0.35	\$1,820.00	\$0.33	\$1,716.00	\$0.43	\$2,236.00	\$0.20	\$1,040.00
\$68,400.00	\$89.00	\$80,100.00	\$77.00	\$69,300.00	\$80.00	\$72,000.00	\$50.00	\$45,000.00
\$354,200.00	\$81.00	\$372,600.00	\$79.80	\$367,080.00	\$71.00	\$326,600.00	\$56.00	\$257,600.00
\$57,000.00	\$2,200.00	\$33,000.00	\$4,200.00	\$63,000.00	\$3,100.00	\$46,500.00	\$3,000.00	\$45,000.00
\$3,850.00	\$310.00	\$2,170.00	\$600.00	\$4,200.00	\$800.00	\$5,600.00	\$950.00	\$6,650.00
\$61,600.00	\$5.50	\$48,400.00	\$8.00	\$70,400.00	\$8.00	\$70,400.00	\$3.00	\$26,400.00

\$25,600.00	\$11.00	\$35,200.00	\$8.00	\$25,600.00	\$10.00	\$32,000.00	\$4.00	\$12,800.00
\$26,000.00	\$48.00	\$24,960.00	\$45.00	\$23,400.00	\$48.00	\$24,960.00	\$17.00	\$8,840.00
\$53,081.00	\$46,200.00	\$46,200.00	\$36,000.00	\$36,000.00	\$51,000.00	\$51,000.00	\$65,000.00	\$65,000.00
\$8,232.00	\$291.00	\$12,222.00	\$300.00	\$12,600.00	\$195.00	\$8,190.00	\$250.00	\$10,500.00
\$8,500.00	\$695.00	\$11,815.00	\$350.00	\$5,950.00	\$325.00	\$5,525.00	\$200.00	\$3,400.00
\$2,000.00	\$695.00	\$2,780.00	\$350.00	\$1,400.00	\$325.00	\$1,300.00	\$300.00	\$1,200.00
\$4,500.00	\$700.00	\$2,100.00	\$350.00	\$1,050.00	\$1,300.00	\$3,900.00	\$1,400.00	\$4,200.00
\$12,000.00	\$5.00	\$20,000.00	\$5.50	\$22,000.00	\$5.00	\$20,000.00	\$2.00	\$8,000.00
\$11,000.00	\$15.00	\$15,000.00	\$10.25	\$10,250.00	\$16.00	\$16,000.00	\$5.00	\$5,000.00
\$5,200.00	\$400.00	\$5,200.00	\$330.00	\$4,290.00	\$600.00	\$7,800.00	\$600.00	\$7,800.00
\$1,616,000.00	4	\$1,794,950.00	5	\$1,849,230.00	6	\$1,931,942.00	1	\$1,531,670.00

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT’S 2015 - 2016 FISCAL YEAR BUDGET, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SHAWNAN FOR THE CENTRAL AVENUE PAVEMENT REHABILITATION PROJECT - PHASE I (CIP #15-03) (\$1,684,837)

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

1/20/2016 5:20:29 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

1/26/2016 6:10:27 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

1/26/2016 4:51:01 PM
DATE

Roger Haley
CITY MANAGER

1/20/2016 6:10:42 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.

