

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, March 28, 2017 5:30 PM

HEARING(S)

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. COMMENDATION TO CHARLENE FRANCO, PRESIDENT OF "SIERRA CHEESE MANUFACTURING CO.," **60 YEARS** IN THE CITY OF COMPTON (Councilwoman Emma Sharif)
2. COMMENDATION TO WESLEY TURNBOW, CEO OF "E.M.E., INC." **50 YEARS** IN THE CITY OF COMPTON (Councilwoman Emma Sharif)

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

3. MARCH 7, 2017

REPORTS OF OFFICERS AND COMMISSIONS

END CONSENT AGENDA

REGULAR AGENDA

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

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

APPOINTMENTS/REAPPOINTMENTS/REMOVAL TO VARIOUS COMMISSIONS

CITY MANAGER'S REPORT

5. ORAL PRESENTATION - POT HOLE STREET REPAIR UPDATE
6. POWER POINT PRESENTATION - MEASURE P SPENDING PLAN

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR STREET SWEEPING SERVICES AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO R.F. DICKSON COMPANY, INC., FOR FULL-TIME CITYWIDE STREET SWEEPING SERVICES (\$504,713.83).
8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICE AGREEMENT WITH DUDEK TO PERFORM ADDITIONAL CORRECTIVE ACTION SERVICES IN ACCORDANCE WITH DIRECTIVES OF THE LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD REGARDING REMEDIATION AT COMPTON FIRE STATION NO. 1 (\$380,130.00)
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER ON BEHALF OF CIVIL SOURCE, INC. FOR PROVISION OF CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE TANK-FARM BOOSTER STATION PROJECT (\$131,950.50)
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH CIVIL SOURCE INC. TO EXTEND THE CONTRACT TERM AND INCREASE THE CONTRACT PRICE TO

PROVIDE CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES FOR PHASE I OF WATERMAIN REPLACEMENT PROJECT
170W (\$50,302.00)

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING AUTHORIZED SIGNATURES ON CERTAIN ACCOUNTS
AND NAMING CERTAIN CITY EMPLOYEES AS AUTHORIZED
SIGNATORIES ON THOSE ACCOUNTS

APPROVAL OF WARRANTS

12. Warrant # 238678 - Date - 3/23/17 - Name - CA Contract Cities Assoc -
Services - Registration fees to CA Contract Cities Assoc - Amount -
\$1,800.00 - Requested by: City Manager
Warrant # 238681 - Date - 3/23/17 - Name - Image Management Services
INC - Services - Document conversion, indexing, and imaging - Amount -
\$1,376.84 - Requested by: City Controller
Warrant # 238682 - Date - 3/23/17 - Name - Knorr Systems INC - Services -
Labor and travel for servicing mower - Amount - \$345.60 - Requested by:
Parks & Recreation
Warrant # 238685 - Date - 3/23/17 - Name - Matt Chlor INC - Services -
Purchase, delivery, and labor of bulk chemicals- Amount - \$1,800.00 -
Requested by: Parks & Recreation
Warrant # 238687 - Date - 3/23/17 - Name - Corina Pleasant dba Cookiegal
Catering - Services - Catering luncheon for Commission of Women - Amount
- \$2,235.22 - Requested by: City Manager

Total \$6,365.69

13. Warrant # 238618 - Date - 3/16/17 - Name - Yvonda Una Pleasant - Services
- Catering for Dollarhide Black History event - Amount - \$3,407.95 -
Requested by: Parks & Recreation
Warrant # 238604 - Date - 3/16/17 - Name - Best Restoration INC - Services
- Emergency board up services - Amount - \$2,750.00 - Requested by:
Building & Safety
Warrant # 238628 - Date - 3/16/17 - Name - TAJ Trading Corporation -
Services - Office furniture - Amount - \$3,261.28 - Requested by: City
Manager
Warrant # 238669 - Date - 3/21/17 - Name - South Coast Air Quality
Management District- Services - Permit fee for discretionary permit projects -
Amount - \$778.92 - Requested by: Water

Total Amount - \$10,198.15

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, April 04, 2017 @ 5:30 PM.

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<http://www.comptoncity.org/officials/clerk/agendas/video.asp>*

MARCH 7, 2017

The City Council meeting was called to order at 5:39 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, McCoy, Sharif, Brown

Council Members Absent – None

Other Officials Present: C. Cornwell, A. Godwin, C. Rhambo, Jr.

5:35 P.M. - PUBLIC HEARING – APPEAL MITIGATED NEGATIVE DECLARATION NO. 938 AND CONDITIONAL ULSE PERMIT CASE NO. 2766

On motion by Zurita, seconded by Galvan, the hearing was open at 5:41 p.m. by the following vote on roll call:

AYES: Council Member - Zurita, Galvan, McCoy, Sharif, Brown

NOES: Council Member - None

ABSENT: Council Member – None

Interim Planning Director Robert Delgadillo presented the staff report explaining that this is an appeal submitted by Harridge Development Group, LLC (“Applicant/Appellant”) requesting that the City Council reverse the decision of the Planning Commission denying to adopt Mitigated Negative Declaration (MND) No. 938 and denying Conditional Use Permit (CUP) Case No. 2766, which seeks permission to develop a 62-unit detached, planned residential condominium development on a 4.9 acre lot located at 2001 E. Rosecrans Avenue in the City of Compton. Mr. Delgadillo noted that the Harridge Development Group also requested 5 entitlements to facilitate the development.

Mr. Delgadillo went on to state that the subject site is a 4.9 acre rectangular-shaped parcel of land located on the north side of E. Rosecrans Avenue between Pannes and Thorson Avenue. The subject site is currently vacant and is the last remaining portion of the old Compton Drive-in movie theater. The site has been vacant since the old Compton Drive-in movie theater was demolished in the late 1990s or early 2000s.

Mr. Delgadillo then noted that all 62 proposed units will have a ‘townhome style’ design, in that all units are detached, freestanding and interior privacy fencing between the unit providing a small private yard for each unit. All units have an attached 2-car garage, with landscaping, patio and porch space. The current zoning is low density, which does not allow condominiums; henceforth, the applicant is requesting approval for the conditional use permit for Medium Density Residential and amend the General Plan to reflect the density change. Mr. Delgadillo went on to note that no letters of opposition to the proposed development have been received.

The Planning Commission conducted a public hearing on the proposal for the development and ultimately denied the proposed development.

PUBLIC COMMENTS REGARDING THE HEARING

Robert Ray, Compton resident, stated that the reason that the proposed development was denied is because the residents in the area are very concerned about the potential increase in traffic. One resident submitted a petition signed by over 100 residents in the area against the proposed development. Mr. Ray requested that the Council uphold the decision of the Planning Commission and deny the development.

Charles Davis, former City Clerk, spoke in support of the proposed development, adding that the area has been an eyesore for far too long.

#3.

Floyd Smith, Compton resident, spoke in opposition to the development noting that in his opinion, we have enough homes in the City. Mr. Smith concluded by stating that Compton needs an entertainment complex for the residents.

Kevin McNamee, Executive Pastor of Tower of Faith Evangelistic Church, spoke on behalf of the church, and spoke in favor of the proposed housing development.

David Irons, Compton resident, spoke in favor of the development and suggested that there be on site laundry rooms for the residents.

Compton resident (Did not state name), spoke in favor of the proposed development.

Craig Henry, Compton resident, questioned the estimated cost to purchase one of the proposed units and whether the proposed development would also contain affordable housing.

Amade Williams, Compton resident, addressed the Council and stated that the area would be considerably congested with the new development. Mr. Williams felt that an entertainment complex would better serve the community.

Trameal Bradford, Compton resident, stated that he is in favor of more market-rate housing in the City.

Benjamin Holifield, Compton resident, petitioned the Council to develop more entertainment and recreation sites for the residents.

Joyce Kelly, Compton resident, stated that 62 units are too many for the area. She also questioned whether emergency response vehicles would be able to access the site. Ms. Kelly then noted that such a development would create more traffic congestion, violence and crime.

Marjorie Shipp, Compton resident, questioned if the development will include an outdoor recreation area for the children, adding that the Council must consider the children in the area.

Lynn Boone, Compton resident, noted that there are apartment buildings and duplexes in the area which presently create a parking and traffic problem. Ms. Boone urged the Council to uphold the Planning Commission’s decision.

Patricia Moore, former Council Member, stated that the General Plan states that the area should be a ‘mixed-use’ development site, adding that there must be restaurants, community centers and entertainment centers for the enrichment of the community.

Mr. Delgadillo informed the community that this area is zoned for residential uses. The site would require a zone change for commercial use, however, there has been no development requests for commercial use. Mr. Delgadillo then noted that the proposed development will include a club house, basketball court, children’s play area and laundry facilities.

Jerry Newman, Harridge Development, informed the Council that the site will include recreational areas, children’s play areas, along with two parking stalls for each unit. This will be a great single-family residence home location, and there is a growing population in Compton that is in need of this type of housing development. Mr. Newman then noted that once the housing developments are completed, the entertainment complexes will follow.

It was moved by Zurita, seconded by Galvan the hearing was closed at 6:25 p.m. by the following vote on roll call:

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

Councilwoman Zurita referred to the Master Plan and the essential need to follow such plan. Ms. Zurita noted that many of the homes in Compton are over 60 years old, and many people returning to Compton do not wish to purchase a ‘fixer upper’ but would like to purchase a new home. Ms. Zurita further stated that this development is a great concept for the community.

This area has been blighted for many, many years and is an eye sore for the community. Councilwoman Zurita concluded that there were no letters of opposition submitted for the project.

Councilman Galvan offered that the proposed development is in his district and he has spoken to many residents that are very much opposed to the project because of the present traffic congestion in the area. He also noted that many residents feel that the development would devalue their property, which is evidenced by the 100 residents who signed a petition against the proposed development. Councilman Galvan was in favor of a commercial or mixed-use development in the area.

Councilwoman Sharif stated that many residents in the area are tired of the blight at that location. She then spoke in favor of low-density homes.

Mayor Brown noted that many of these developments were built in the 90s, adding that this development has amenities and additional visitor parking that are not available at other sites such as Willow Walk where she resides. Mayor Brown then noted that the proposed development is very well planned and she commended Staff and the developers for working together to produce a very good project. Mayor Brown further noted that the City must have low density, market-value housing. This is a great opportunity to boost the medium income levels for the City, which will eventually attract retail and commercial developments, further adding that the market will adjust the pricing. Mayor Brown concluded by noting that the City is in negotiation to bring a movie theater to Compton.

5. APPEAL OF THE PLANNING COMMISSION'S DECISION DENYING TO ADOPT MITIGATED NEGATIVE DECLARATION NO. 938 AND DENYING CONDITIONAL USE PERMIT CASE NO 2766 – A REQUEST BY HARRIDGE DEVELOPMENT GROUP, LLC (APPLICANT) TO DEVELOPMENT A 62-UNIT DETACHED, PLANNED RESIDENTIAL CONDOMINIUM DEVELOPMENT ON A 4.9 ACRE LOT LOCATED AT 2001 E. ROSECRANS AVENUE IN THE CITY OF COMPTON

It was moved by Zurita, seconded by McCoy that the resolution be adopted. After discussion Councilmember Zurita withdrew her motion and McCoy withdrew her second.

6. APPEAL OF THE PLANNING COMMISSION'S DECISIONS DENYING TO ADOPT MITIGATED NEGATIVE DECLARATION NO 938, GENERAL PLAN AMENDMENT CASE NO. 2015-001, CHANGE OF ZONE CASE NO. 2015-001, AND VESTING TENTATIVE TRACT MAP NO. 73337 – A REQUEST BY HARRIDGE DEVELOPMENT GROUP, LLC (APPLICANT) TO DEVELOPMENT ON A 4.9 ACRE LOT LOCATED AT 2001 E. ROSECRANS AVENUE IN THE CITY OF COMPTON

On motion by Zurita, seconded by Sharif, **Resolution Number 24,350** entitled '**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVERSING THE PLANNING COMMISSION'S DECISION AND APPROVING THE REQUEST TO ADOPT MITIGATED NEGATIVE DECLARATION NO. 938 AND APPROVING CONDITIONAL USE PERMIT CASE NO. 2766 – A REQUEST BY HARRIDGE DEVELOPMENT GROUP, LLC (APPLICANT) TO DEVELOP A 62-UNIT DETACHED PLANNED RESIDENTIAL CONDOMINIUM DEVELOPMENT ON A 4.9 ACRE LOT LOCATED AT 2001 EAST ROSECRANS AVENUE IN THE CITY OF COMPTON**' was approved by the following vote on roll call:

AYES: Council Member - Zurita, McCoy, Sharif, Brown
NOES: Council Member - None
ABSTAIN: Council Member - Galvan
ABSENT: Council Member - None

#3.

7. TO APPROVE THE REQUEST TO ADOPT MITIGATED NEGATIVE DECLARATION NO. 938, GENERAL PLAN AMENDMENT CASE NO. 2015-001, CHANGE OF ZONE CASE NO. 2015-001, AND VESTING TENTATIVE TRACT MAP NO. 73337 – A REQUEST BY HARRIDGE DEVELOPMENT GROUP, LLC (APPLICANT) TO DEVELOP A 62-UNIT DETACHED, PLANNED RESIDENTIAL CONDOMINIUM DEVELOPMENT ON A 4.9 ACRE LOT LOCATED AT 2001 EAST ROSECRANS AVENUE IN THE CITY OF COMPTON

On motion by Zurita, seconded by McCoy, **Resolution Number 24,351** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO APPROVE THE REQUEST TO ADOPT MITIGATED NEGATIVE DECLARATION NO. 938, GENERAL PLAN AMENDMENT CASE NO. 2015-001, CHANGE OF ZONE CASE NO. 2015-001, AND VESTING TENTATIVE TRACT MAP NO. 73337 – A REQUEST BY HARRIDGE DEVELOPMENT GROUP, LLC (APPLICANT) TO DEVELOP A 62-UNIT DETACHED, PLANNED RESIDENTIAL CONDOMINIUM DEVELOPMENT ON A 4.9 ACRE LOT LOCATED AT 2001 EAST ROSECRANS AVENUE IN THE CITY OF COMPTON**’ was adopted by the following vote on roll call:

AYES: Council Member - Zurita, McCoy, Sharif, Brown
NOES: Council Member - None
ABSTAIN: Council Member - Galvan
ABSENT: Council Member - None

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, addressed the Council as an ambassador for the American Red Cross. The Red Cross believes that smoke alarms save lives so they will be giving away and install them free of charge. Mr. Ray invited residents to call 562-490-4027 for a free smoke detector. Or visit: www.redcross.org/lahomefire. Mr. Ray spoke regarding low voter turnout and urged all voters to exercise their right to vote.

Dan Rivera, Compton resident, stated that he is a city consultant that improves leadership skills and has produced a workshop on how to help cities reduce crime, addiction, mental illness and other ails. Mr. Rivera offered his services to assist the community on value strengthening and leadership development.

Roberto Rodriguez, Compton resident and Teacher at Compton Youth Build, thanked the candidates for speaking to the young people in the community. Mr. Rodriguez stated that the students gained a lot of insight on what the candidates have in mind for the City. Mr. Rodriguez noted that young people are the future leaders and must ask critical questions regarding the future of the City.

Marcus Musante, Compton resident, addressed the Council and spoke on his two years of living and working as an attorney in Compton. Mr. Musante also spoke on what he felt was the reality and truth of Compton. Mr. Musante complained that he had made a public information request three weeks ago, however, he has not received a response.

Michelle Chambers, Senior Field Deputy for Assemblyman Mike Gipson, informed the community that Assemblyman Mike Gibson in partnership with CareerLink, will hold a traffic ticket amnesty program on March 10, 2017 for Compton residents. Ms. Chambers also invited the community to an Economic and Environmental Community Forum to be held at the Carson Community Center on March 10, 2017 from 1:00 p.m. to 3:30 p.m.

Ms. Chambers also invited residents to attend a ‘Know Your Rights’ Immigration Town Hall Meeting on April 1, 2017 to be held at St. Peters and Paul Catholic Church in Wilmington. Ms. Chambers concluded by inviting all residents to a 3rd District Town Hall Meeting in conjunction with Councilwoman McCoy to be held on April 1, 2017 from 1 to 3 p.m. at the Dollarhide Community Center.

Mayor Brown thanked and commended Ms. Chambers and Assemblyman Mike Gibson for bring the traffic ticket amnesty program event to the City of Compton.

David Irons, Compton resident, spoke before the Council and complained about the poor condition of the streets. Mr. Irons noted that women and minorities have benefited from the civil rights movement. Mr. Iron concluded by praising the Council for bringing restroom facilities to the parks.

Ben Holifield Compton resident, approached the Council and thanked the City Manager for cleaning up the area along the bridge near the YAL center. Mr. Holifield spoke on the need for a place for our homeless population.

Councilman Galvan suggested that we place signs against illegal dumping in the area.

Maria Villarreal, Compton resident, addressed the Council and noted that during election season, everyone is concerned with the City. She invited everyone to attend the monthly meetings at the Latino Chamber of Commerce on the fourth Thursday of the month. Ms. Villarreal announced that the Chamber is donating computers to the citizens.

Marjorie Shipp, Compton resident, invited the Council and the community to the candidates' forum on March 18, 2017 in the Council Chambers which will be moderated by Judge Kelvin Filer. Also on Saturday, March 25, 2017 there will be another candidates' forum. Ms. Shipp then went on to note that there will be a candidates' debate in the Student Lounge at Compton Community College. This debate is for all candidates and is sponsored by the League of Women Voters and Compton Chamber of Commerce.

City Manager Rhambo, Jr. noted that all City Hall Council Chamber events must be approved by the City Council.

Mary Edwards, Compton resident, represented the Oversight Commission and outlined the various vacancies on commissions and boards. Ms. Edwards requested the Council fill the vacant position on the Oversight Commission as soon as possible. Ms. Edwards thanked the Council for approving the proposed housing development on Rosecrans.

Norma Soto, Compton resident, addressed the Council and stated that she is the manager of the trailer homes where Mr. Hamade resides. She explained the circumstances of a former resident who had approached the Council requesting assistance because he and his family had been displaced.

Maria Ruiz, Compton resident, spoke in support of her neighbors and stated that Mr. Hamade has been a very good property owner.

Mr. Al Hamade, Compton resident, introduced himself to the Council and stated that he speaks four languages.

Trameal Bradford, Compton resident, spoke before the Council and thanked Zurita for advocating for the district. Mr. Bradford spoke on the issue of HUD fund allocations which was on last week's agenda and questioned the urgency once there is money on the table. Mr. Bradford urged the Council members to bring new ideas to the table to continue to push the City forward.

Jacqueline Venters, Compton resident, requested that the Council monitor the area underneath the bridge near the YAL Center, adding that it is a 'high dump' area along with the graffiti.

Irene Barraza, Compton resident, addressed the Council and noted that she has served the community for over 20 years to improve the lives of everyone. Ms. Barraza stated that her name and integrity had been smeared on public social media. Ms. Barraza stated that she is present to clear her name and image against false allegations.

Kyron Kopanos, Compton resident, stated that we must all work together.

Elise Tolbert, Compton resident, spoke before the Council regarding her request to have a yard sale on a day other than the first Saturday of the month.

#3.

Joyce Kelly, Compton resident, stated that she was recently honored at Pastor Fisher’s church. Ms. Kelly stated that she had received a certificate of recognition for her community service, adding that she has volunteered in every event that the City holds.

Lynn Boone, Compton resident, thanked Galvan for listening to his constituents regarding their opposition to the proposed housing development. Ms. Boone stated that the Council does not recognize and follow the General Plan.

Patricia Moore, former City Councilmember, welcomed the new City Manager Cecil Rhambo, Jr. to the City. Ms. Moore requested that the City hire independent special council to look at various departments within the City. Ms. Moore urged the Council to adhere to the City Charter and investigate City funds.

Adrian Cleveland, Compton resident, approached the Council in awe, noting that no other Council in the State resembles this Council. Ms. Cleveland requested an investigation of the City Treasurer and City Clerk’s Office and any other department receiving revenue.

Mr. Rodney Andrews, Compton resident, thanked the City Council and City Manager and voiced his concerns regarding embezzlement funds from the City Treasurer’s Office and the cash box in the City Clerk’s Office.

Craig Henry, Compton resident, spoke regarding the cemetery and thanked them for improving the appearance of the grounds. Mr. Henry stated that they are hiring 5 outreach workers to assist with the homeless problems in the City.

Tajah Russell, Compton resident, addressed the Council and noted that in her opinion, the City Clerk has violated the City Charter. She urged a full investigation of the City Clerk’s Office and the City Treasurer’s Department.

Theo Felix, stated that a squatter have taken control of his property at 547 W. Tichenor. Mr. Felix stated that one of the squatters approached him with a gun. Mr. Felix requested assistance in removing the squatters.

City Attorney Cornwell directed Mr. Felix to the Compton Sherrieff’s Department.

Gabriel Felix, Compton resident, spoke before the Council and thanked the Sheriff’s Department for their timely response regarding squatters who had weapons. Mr. Felix stated that he felt threatened and nothing was done to the squatters.

Mayor Brown requested that Staff develop a program for property owners that are encountering problems with squatters.

CONSENT AGENDA

APPROVAL OF MINUTES

FEBRUARY 21, 2017 – SPECIAL

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

AYES: Council Member - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Member - None
ABSENT: Council Member - None

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER’S REPORT

- 1. ORAL PRESENTATION – Street Repairs

City Manager Rhambo presented a pothole repair progress report. Mr. Rhambo noted that 960 pothole repairs have been addressed at various locations in January and February.

2. ORAL PRESENTATION – Rules of Decorum Review

City Attorney Craig Cornwell offered a presentation regarding the Rules of Decorum for the City Council meetings. Attorney Cornwell noted that the Rules of Decorum exist to make meetings as efficient as possible.

CITY ATTORNEY’S REPORTS

CLOSED SESSION

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Penn v. City of Compton, LASD Case No. TC028395

Pursuant to California Government Code Section 54956.9(a)

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

AYES: Council Member - Zurita, Galvan, McCoy, Sharif, Brown

NOES: Council Member - None

ABSENT: Council Member - None

UNFINISHED BUSINESS There was no Unfinished Business.

APPROVAL OF WARRANTS

8. Warrant # 238313 – Date – 2/28/17 – Name – Carmenita Ford Truck Sales – Services – Maintenance and repair of emergency vehicles – Amount - \$1,800.00 – Requested by: Fire

Warrant # 238318 – Date 2/28/17 – Name – Diesel Tune 1 – Services – Maintenance and repair of Paramedic Squads & Ambulances – Amount - \$1,784.83 – Requested by: Fire

Warrant # 238332 – Date 2/28/17 – Name – Image Management Systems – Services – Imaging of cash receipts – Amount - \$3,868.88 – Requested by: City Treasurer

Warrant # 238238 – Date 2/23/17 – Name – International Code Systems – Services – 2016 Energy Standards and Fire Code books – Amount - \$320.00 – Requested by: Building and Safety

Total Amount: \$7,773.71

On motion by Zurita, seconded by McCoy, the above-referenced Warrants were approved by the following vote on roll call:

AYES: Council Member - Zurita, Galvan, McCoy, Sharif, Brown

NOES: Council Member - None

ABSENT: Council Member - None

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Requested that the City Clerk bring back an ordinance to address sign deposit requirements for candidates vying for state or county offices that place campaign sign in the City.

#3.

- Commented on the poor condition of the audio system in the Council Chamber and asked that the system be improved.
- Requested that the City Manager re-design bus stop benches to deter individuals from sleeping on those benches.
- Commented on the success of the recent street improvements.
- Announced the \$30,000 reward for information leading to the arrest and conviction of the suspects involved in the senseless murder of Richard Williams and Boston Farley on Sunday, May 15, 2016 at 8:58 near the corner of Wilmington and Caldwell Street. The suspects were driving a white utility truck. Ms. Zurita urged anyone with information to call: (323) 890-5500 or contact CRIMESTOPPERS 800-222-TIPS (8477) to remain anonymous.
- Wished Mr. Sylvester Hayes a Happy 101st Birthday.
- Wished a Happy 81st Birthday to her mother – former Councilwoman Delores Zurita.

(Councilman Galvan left the meeting at 8:22 p.m.)

Councilperson McCoy offered the following communications/announcements:

- Invited Everyone to attend the Compton Airport Open House on March 11, 2017 from 10 a.m. to 4 p.m.
- Invited everyone to attend the Town Hall Meeting she is co-hosting with Assemblyman Mike Gibson on April 1, 2017 from 1 to 4 p.m. at the Dollarhide Community Center.
- Urged everyone to attend the 3rd District Clean up on April 1, 2017 beginning at Raymond Street Park at 8:00 a.m.
- March is Multiple Sclerosis Month and Breast Cancer Awareness Month.
- American Red Cross hosted a Smoke Detector Installation along with the Fire Department to Compton residents.

Councilperson Sharif offered the following communications/announcements:

- Invited the community to attend the Community Town Hall meeting which will be held on March 8, 2017 at Kelly Park beginning at 6 p.m.
- Invited the community to the Annual Prayer Breakfast March 25, 2017 from 9 to 12 at the Compton First United Methodist Church located at 1025 S. Long Beach Boulevard.

Mayor Brown offered the following communications/announcements:

- Commented on the success of ‘Read Across America Day.’
- Thanked KJLH and Stevie Wonder for the Proven Achievers Program ceremony.
- Invited the Compton youth to ‘Fun Friday’ night which will be held on March 17, 2017 from 5 p.m. to 9 p.m. at the Dollarhide Center. There will games, food and fun for young people attending 6th through 12th Grade.
- Invited everyone to the Community Conversation and Civics training which will be held at the Dollarhide Community Center on Saturday, March 25, 2017 from 8:00 a.m. to 12 noon.

- Thanked the City Manager for launching the Ad Hoc Committee for the 2017 Compton Christmas Parade.

The City Council recessed to Closed Session at 8:45 p.m. and reconvened at 10:01 p.m.

REPORT OUT OF CLOSED SESSION

City Attorney Craig Cornwell issued a statement that there were no reportable actions taken as it relates to the Closed Session item previously mentioned.

ADJOURNMENT

On motion by Zurita, seconded by McCoy, the meeting was adjourned at 10:02 p.m. by the following vote on roll call:

AYES: Council Member - Zurita, McCoy, Sharif, Brown
NOES: Council Member - None
ABSENT: Council Member - Galvan

City Clerk of the City of Compton

Mayor of the City of Compton

#3.

March 28, 2017

TO: MAYOR AND CITY COUNCIL

FROM: ALITA GODWIN, CITY CLERK

**SUBJECT: REAPPOINTMENT(S)/APPOINTMENT(S)/REMOVAL OF
VARIOUS COMMISSIONERS**

The following is a list of Boards/Commissions/Committees that have vacancies.

Beautification Committee – One (1) Vacancy

Term ending June 30, 2018

Block Club Commission – One (1) Vacancy

Term ending June 30, 2018

Compton Commission for Women - One (1) Vacancy

With the request to make Minnie Sawyer an Honorary member

Employment & Training Commission - Two (2) Vacancies

New Terms

Oversight Committee – One (1) Vacancy

Term ending June 30, 2018

Public Safety Commission One (1) Vacancy

New Term

Youth Leadership Council Three (3) Vacancies

New Terms

The following is a list of commissioners whose terms will expire on June 30, 2017:

Beautification Committee

Janet Earl

Delores Holbrook

La Florence Marie Hollis

Jo Anne Pearsall-Evans

Joel Smith

Disability Commission

David Hood

Evelyn Roshon

Federal Grants Advisory Board

Kymberly Craven Bragg

LaTanya Ganter

Personnel Board

Charlene Anderson

Angela Burrell

Hartsell Duhart

Ieesha Hayward

***All Commissioner's desire to be reappointed**

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The following is a list of residents that are interested in serving on a commission and have submitted an application expressing their desire to be appointed.

<u>Name</u>	<u>Commission</u>
Combs, Robert	Employment & Training
Darden, Lillie P.	Planning Commission
De La Rosa, Guillermina	Block Club Commission/Community Relations
Dobson, Lillie	Oversight Committee
Easton, Flora	Public Safety/Beautification Committee
Henry, Craig	Federal Grants Advisory Board
Jones, Valerie	Block Club Commission
Kilroy, Barbara	Planning Commission
McDuffie, Brooke	Beautification Committee
Savedra Rodriguez, Roberto	Community Relations/Employment & Training
Wilson, Coledias	Oversight Commission

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

March 28, 2017

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: GLEN W. C. KAU, P.E., PUBLIC WORKS DIRECTOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR STREET SWEEPING SERVICES AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO R.F. DICKSON COMPANY, INC., FOR FULL-TIME CITYWIDE STREET SWEEPING SERVICES (\$504,713.83)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a three (3) year (i.e. April 1, 2017 through March 31, 2020) street sweeping services agreement with and issue a purchase order to R.F. Dickson Company, Inc., in the amount of Five Hundred Four Thousand Seven Hundred thirteen Dollars and Eighty-Three Cents (\$504,713.83) for provision of full-time City-wide street sweeping services rendered during the first (1st) year of the agreement.

BACKGROUND

Currently, the City contracts with CleanStreet Sweeping Services for providing full-time City-wide street sweeping services; however, the contract is scheduled to expire on March 31, 2017. Thus, on November 22, 2016, staff solicited Requests For Proposals ("RFP"s) for street sweeping services from qualified street sweeping companies on November 30th, December 7th, 14th, & 21st, 2016. The City proposes to enter into an agreement for a three (3) year term.

The street sweeping services to be provided included: sweeping services on designated arterial (major), collector, commercial, residential and industrial streets; alleys; cul-de-sacs; street center lines and traffic signal island curbs; street crossings and gutters; and City-owned parking lots. Additional sweeping services include emergency call-outs, extraordinary weather, special events and non-routine sweeping.

STATEMENT OF ISSUE

On December 22, 2016, City staff received a total of three (3) proposals for street sweeping services as follows:

#7.

Staff Report – Resolution Authorizing 3-Year
City-Wide Street Sweeping Services/R.F. Dickerson Co.
March 28, 2017

<u>Company</u>	<u>Location</u>	<u>Amount</u>
CleanStreet Sweeping Services	Gardena, CA	\$513,691.52
Nationwide Environmental Services	Norwalk, CA	\$925,539.60
R.F. Dickson Company, Inc.	Downey, CA	\$504,713.83

All submitted proposals were reviewed and analyzed by City staff and the proposal submitted by R.F. Dickson Company, Inc., which best met the needs of the City, was selected as the most responsive bidder. The proposed term of the agreement will begin on April 1, 2017 and end on March 31, 2020.

R.F. Dickson Company, Inc. ("Dickerson") is a fourth generation, family-owned street sweeping company operating in Southern California since 1950. Dickson is very proud of serving the municipal street sweeping industry for the past 66 years. The company is deeply committed to providing the City of Compton with safe, efficient and seamless street sweeping services. They have an extensive amount of experience working with more than 26 municipalities throughout Southern California.

In order for the City Manager to enter into a three (3) year agreement with Dickson for the provision of City-wide street sweeping services at a yearly cost of \$504,713.83, City Council authorization is necessary.

FISCAL IMPACT

Funding for the estimated costs of these services for the first 12-months of the agreement is in the amount of \$504,713.83 are/will be available in the Public Works Department as follows:

FY 2016-2017

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2502-720-000-4266	Contract Services	\$16,360.40
2502-720-000-4237	Maintenance/Repair	\$18,150.48
2502-720-000-4236	Maintenance & Repair	\$42,737.00
2502-720-000-4248	Horticultural Item	<u>\$ 6,871.09</u>
Total:		\$84,118.97

FY 2017-2018

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2502-720-000-4269	Other Contract Services	<u>\$420,594.86</u>
Total:		\$420,594.86

Staff Report – Resolution Authorizing 3-Year
City-Wide Street Sweeping Services/R.F. Dickerson Co.
March 28, 2017

ALTERNATIVE

The alternative is the inability to utilize R.F. Dickson Company, Inc., services on a full-time basis. The City will be unable to provide current levels of service for Compton residents and stay in compliance with the National Pollution Discharge Elimination System (NPDES) permit.

RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

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

APPROVED FOR FORWARDING:

**CECIL W. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR
STREET SWEEPING SERVICES AGREEMENT WITH AND ISSUE A
PURCHASE ORDER TO R.F. DICKSON COMPANY, INC., FOR FULL-TIME
CITYWIDE STREET SWEEPING SERVICES (\$504,713.83)

WHEREAS, the City desires to remain compliant with the NPDES permit for trash removal compliance from the storm water system which will alleviate the need for sweeper maintenance and ensures street sweeping is provided in a timely manner; and

WHEREAS, in November 2016, staff solicited Requests For Proposals (“RFP”s) for full-time City-wide street sweeping services for a three (3) year contract term, which was advertised on November 30th, December 7th, 14th, & 21st, 2016; and

WHEREAS, on December 22, 2016, City staff received a total of three (3) proposals for street sweeping services as follows:

<u>Company</u>	<u>Location</u>	<u>Amount</u>
CleanStreet Sweeping Services	Gardena, CA	\$513,691.52
Nationwide Environmental Services	Norwalk, CA	\$925,539.60
R.F. Dickson Company, Inc.	Downey, CA	\$504,713.83

WHEREAS, all submitted proposals were reviewed and analyzed by City staff and the proposal submitted by R.F. Dickson Company, Inc., which best met the needs of the City, and in the amount of \$504,713.83 per contract year was selected as the most responsive bidder; and

WHEREAS, R.F. Dickerson Company, Inc. will provide full-time City-wide street sweeping services as follows: on designated arterial (major), collector, commercial, residential and industrial streets; alleys; cul-de-sacs; street center lines and traffic signal island curbs; street crossings and gutters; City-owned parking lots; in addition to providing sweeping services for emergency call-outs, extraordinary weather, special events and non-routine sweeping; and

WHEREAS, R.F. Dickson Company, Inc. is a fourth generation, family owned street sweeping company operating in Southern California since 1950 and is very proud of serving the municipal street sweeping industry for the past 66 years and staff recommends that they be awarded the contract to provide these necessary services; and

WHEREAS, funding for the estimated costs of these services for the first 12-months of the agreement is in the amount of \$504,713.83 are/will be available in the Public Works Department as follows:

FY 2016-2017

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2502-720-000-4266	Contract Services	\$16,360.40
2502-720-000-4237	Maintenance/Repair	\$18,150.48
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2502-720-000-4248	Horticultural Item	<u>\$ 6,871.09</u>
Total		\$84,118.97

FY 2017-2018

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2502-720-000-4269	Other Contract Services	<u>\$420,594.86</u>
Total		\$420,594.86

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

SECTION 1. That the City Manager, on the advice of the City Attorney is authorized to enter into a three (3) year agreement with R.F. Dickerson Company, Inc. to provide full-time City-wide street sweeping services. The term of the agreement shall be April 1, 2017 through March 31, 2020, at a cost of \$504,713.83 per contract year.

SECTION 2. That a purchase order is authorized to be established for R.F. Dickerson Company, Inc. for services rendered during the first year of the agreement in the amount of \$504,713.83.

SECTION 3. Funds for the estimated costs of these services for the first 12-months of the agreement is in the amount of \$504,713.83 are/will be available in the Public Works Department as follows:

FY 2016-2017

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2502-720-000-4266	Contract Services	\$16,360.40
2502-720-000-4237	Maintenance/Repair	\$18,150.48
2502-720-000-4236	Maintenance & Repair	\$42,737.00
2502-720-000-4248	Horticultural Item	<u>\$ 6,871.09</u>
Total		\$84,118.97

FY 2017-2018

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2502-720-000-4269	Other Contract Services	<u>\$420,594.86</u>
Total		\$420,594.86

SECTION 4. That funding for the remainder of the term of the agreement shall be allocated in future City budgets.

SECTION 5. 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 Department.

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

ADOPTED this ____ day of _____, 2017.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

Resolution No. _____
Page 3

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 _____, 2017.

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

**SERVICES AGREEMENT BETWEEN
THE CITY OF COMPTON
AND
R.F. DICKSON COMPANY, INC.**

This **AGREEMENT** is made 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 **R.F. DICKSON COMPANY, INC.**, (hereinafter referred to as "**CONTRACTOR**") located at 12524 Columbia Way, Downey, California 90242, pursuant to Resolution No. _____, adopted April __, 2017.

AGREEMENT:

That the **CITY** and **CONTRACTOR**, for the consideration, terms and conditions herein described, mutually agree as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

CONTRACTOR shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for the provision of Citywide street sweeping services, which shall include, but not be limited to: street sweeping services on designated arterial (major), collector, commercial, residential, (raised median curbs and 100% of all painted median surfaces), and industrial streets. Alleys, cul-de-sacs, street center lines and traffic signal island curbs, street cross and slotted gutter, and City owned parking lots (including cleaning behind parking bumpers) are included.

Except as otherwise agreed, **CONTRACTOR** agrees to perform all the said work and furnish all the said materials at its own cost and expense, as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the **CITY**, the work herein set forth. **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.

CONTRACTOR shall utilize **Alternative-Fueled Vehicles**. All vehicles used to provide street sweeping services must not receive power by gasoline or diesel fuel and emit hydrocarbon, carbon monoxide, or nitrogen oxide.

2. COMPENSATION:

The method of payment for the services rendered pursuant to this Agreement shall be based on a fee-for-services basis, billable at the unit price rates specified within the **CONTRACTOR's Proposal** (dated December 21, 2016 and incorporated by this reference). It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the **CONTRACTOR** during the twelve (12) month period for each year of this Agreement shall be limited to a not-to-exceed amount of **Five Hundred Four Thousand Seven Hundred Thirteen Dollars and Eighty Three Cents (\$504,713.83)**.

Citywide Street Sweeping Services Agreement
R.F. Dickson Company, Inc.
Resolution No. _____

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

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the **CONTRACTOR**. If **CONTRACTOR** fails to perform the required services according to schedule or other provisions of this Agreement, 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 within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **CITY** of itemized and detailed invoices for services completed. 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 **Director of the Public Works Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

The **CONTRACTOR** is required to comply with all federal, state and local laws and ordinances applicable to the work.

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

3. **TERM OF AGREEMENT:**

The term of this Agreement shall be for City-wide street sweeping services for a period of thirty-six (36) months, beginning April 1, 2017 through March 31, 2020, unless terminated earlier as provided herein.

4. **INDEPENDENT CONTRACTOR STATUS:**

CONTRACTOR, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the **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.

Citywide Street Sweeping Services Agreement
R.F. Dickson Company, Inc.
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5. SUCCESSORS, ASSIGNMENT AND DELEGATION:

CITY and the **CONTRACTOR** each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the **CONTRACTOR** assign any monies due or to become due to it hereunder, without the previous written consent of the **CITY**. Any attempted assignment of this Contract without the written consent of both parties is void.

6. NONDISCRIMINATORY EMPLOYMENT PRACTICES:

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

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

7. INDEMNIFICATION:

CONTRACTOR shall indemnify and save harmless the **CITY**, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from any and all liability and expense including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions for **CONTRACTOR**, its officers, employees, subcontractors or agents on account of the performance or character of this work.

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

8. INSURANCE:

A. CONTRACTOR, by executing this Agreement, hereby certifies:

Citywide Street Sweeping Services Agreement
R.F. Dickson Company, Inc.
Resolution No. _____

(1) *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of the work of this Contract."*

(2) **CONTRACTOR** further agrees to require all subcontractors to carry Worker's Compensation Insurance as required by the Labor Code of the State of California.

B. Without limiting **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. Evidence of such insurance, which shall be provided by insurer(s) satisfactory to the **CITY's** Risk Manager, shall be delivered to the **CITY**. Such evidence shall express conditions that the **CITY** is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein, including at least ten (10) day notice of any non-payment of premium(s). ***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.***

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:

1. General Liability. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

2. Workers' Compensation Insurance. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a program of Workers' Compensation Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of the **CONTRACTOR** and all risks to such persons under the Agreement.

3. Automotive Liability. A program of insurance with a limit of liability of not less than **One Million Dollars (\$1,000,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

4. Insurance Endorsements. The liability insurance policy(ies) shall be endorsed with the following language:

.a The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named and covered as **"additional insureds"** with respect to liability arising out of the activities of the **CONTRACTOR**.

.b The insurer waives all rights of subrogation against the **CITY**.

.c Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **CITY**.

Citywide Street Sweeping Services Agreement
R.F. Dickson Company, Inc.
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.d Identity of the insured(s).

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. The **CONTRACTOR** is advised that the **CITY does not** carry Contractor's Risk insurance, and the Contractor shall obtain its own coverage. **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. **CONTRACTOR** shall ensure any and all contracts with its Trade Contractors performing services under this Agreement meet the insurance requirements of this Agreement.

9. PERMITS AND LICENSES:

CONTRACTOR, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the **CONTRACTOR**.

Upon execution of this Agreement, the **CONTRACTOR** shall show evidence of a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

10. WARRANTIES:

CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the **CONTRACTOR**, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the **CONTRACTOR**, any fee, commission, percentage, brokerage fee, gift or contingent fee. For breach or violation of this warranty, the **CITY** has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. 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. COMPLIANCE WITH LAW:

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal laws, including compliance with the Air Quality Management District (AQMD) standards and orders.

13. WAIVERS:

A waiver by either party to this Agreement of any breach of any terms, covenants 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.

Citywide Street Sweeping Services Agreement
R.F. Dickson Company, Inc.
Resolution No. _____

14. TERMINATION:

Notwithstanding any other provision of this Agreement, this Agreement may be terminated as follows:

A. The **CONTRACTOR** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

B. The **CONTRACTOR** persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

C. The **CONTRACTOR** fails to perform or breaches any material obligation under this Agreement, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

D. The **CITY** may terminate this Agreement at any time by giving thirty (30) days written notice of termination to **CONTRACTOR**. If the **CITY** gives such notice of termination, **CONTRACTOR** shall cease immediately all work in progress, unless otherwise directed by the **CITY**. Upon termination **CONTRACTOR** shall furnish to the **CITY** a final invoice for work performed.

14. AMENDMENTS:

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

15. GOVERNING LAW AND SEVERABILITY:

This Agreement shall be governed by and construed under the laws of the State of California. 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 un-excised portion, can be reasonably interpreted to give effect to the intentions of the parties.

16. CONTRACTOR's BOOKS AND RECORDS:

CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work,

Citywide Street Sweeping Services Agreement
R.F. Dickson Company, Inc.
 Resolution No. _____

services, expenditures and disbursements charges to the **CITY** for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

CONTRACTOR shall maintain all documents and records which demonstrate performance under this Agreement for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the **CITY** or a designated representative. Copies of such documents shall be provided to the **CITY** for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at **CONTRACTOR's** address indicated for receipt of notices in this Agreement.

17. EXAMINATION AND AUDIT:

This Contract shall be subject to examination and audit of the State Auditor of the State of California and any duly authorized representative of the federal government, at the request of the **CITY**, or as part of any audit of the **CITY**, for a period of three (3) years, or longer if required by law, after final payment under this Agreement.

18. EXTENT OF AGREEMENT:

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the **CITY**.

Incorporated herein and made a part hereof are the **CITY's "Request for Proposal for Street Sweeping Services for the City of Compton"** and the **CONTRACTOR's Proposal for "Street Sweeping Services"** (dated December 21, 2016).

19. NOTICES:

Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective three (3) business days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONTRACTOR:

R.F. DICKSON COMPANY, INC.,
12524 Columbia Way
Downey, California 90242
(562) 923-5441
(562) 869-5943 – Fax.
Attn: Steve Dickson, President

Citywide Street Sweeping Services Agreement
R.F. Dickson Company, Inc.
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TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director of Public Works
(310) 605-5505
(310) 605-6326 – Fax.

NOTE: A copy of any notice provided to the Director of Public Works shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

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.

20. CERTIFICATIONS:

CERTIFICATIONS OF CONTRACTOR

I, Steve Dickson, **HEREBY CERTIFY** that I am the President, and duly authorized representative of the **CONTRACTOR** firm of **R.F. Dickson Company, Inc.**, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) 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

(b) 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

(c) 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.

DEBARMENT AND SUSPENSION CERTIFICATION

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or

Citywide Street Sweeping Services Agreement
R.F. Dickson Company, Inc.
Resolution No. _____

local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and

- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

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

[Supply exceptions on separate page]

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

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Steve Dickson, President

(Date)

21. MISCELLANEOUS:

CONTRACTOR and **CITY** acknowledge that the terms of this Agreement have 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.

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

#7.

Citywide Street Sweeping Services Agreement
R.F. Dickson Company, Inc.
Resolution No. _____

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.

**R.F. DICKSON COMPANY INC.
CONTRACTOR**

Dated: _____

By _____
Steve Dickson, President

**CITY OF COMPTON
Recommended for Approval:**

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

Dated: _____

Approved by:

Dated: _____

By _____
Cecil W. Rhambo, Jr., City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

R.F. Dickson Co. Inc.
Municipal Sweeping
Construction Clean-up
CNG Fueling Facility



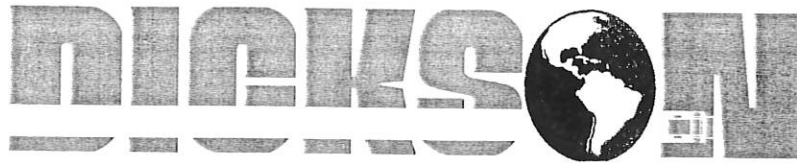
562-923-5441
800-573-3222
Fax 562-869-5943
12524 Columbia Way
Downey, Ca. 90242

City of Compton



R.F. DICKSON CO., INC.

#7.



Our Solution To Beach Pollution

December 21, 2016

Mr. Glen Kau
Director of Public Works
City of Compton
205 South Willowbrook Ave
Compton, CA 90220

What makes a really great community? At R.F. Dickson we ask ourselves that every day, because we have been in the business of helping municipalities like Compton create those kinds of places for more than sixty-six years.

R.F. Dickson Co is a fourth generation, family owned street sweeping company operating in Southern California since 1950. Our facility, equipment, personnel and well managed administration are ideally suited to provide the City and its residents with outstanding street sweeping service.

We will work with the City of Compton every day to preserve it for future generations, and as your partner we will find ways to minimize cost and environmental impact making your community the best it can be.

Please understand that Municipal street sweeping is our *"Core Business"*, and for the past 66 years we are proud to have supplied this service.

We look forward to working with you, your City Staff, and the residents of the City of Compton. We thank you for your consideration, should you have any questions, or if we can help in any way, please do not hesitate to call.

Sincerely,

Steve Dickson
President

R.F. Dickson Co. Inc.

Contract Sweeping
Consulting
CNG Fueling Facilities

12524 Columbia Way
Downey, CA 90242
www.DicksonSweeping.com

562-923-5441
800-573-3222
Fax 562-869-5943

*R.F. Dickson Co.
City of Compton
Street Sweeping Proposal*

History

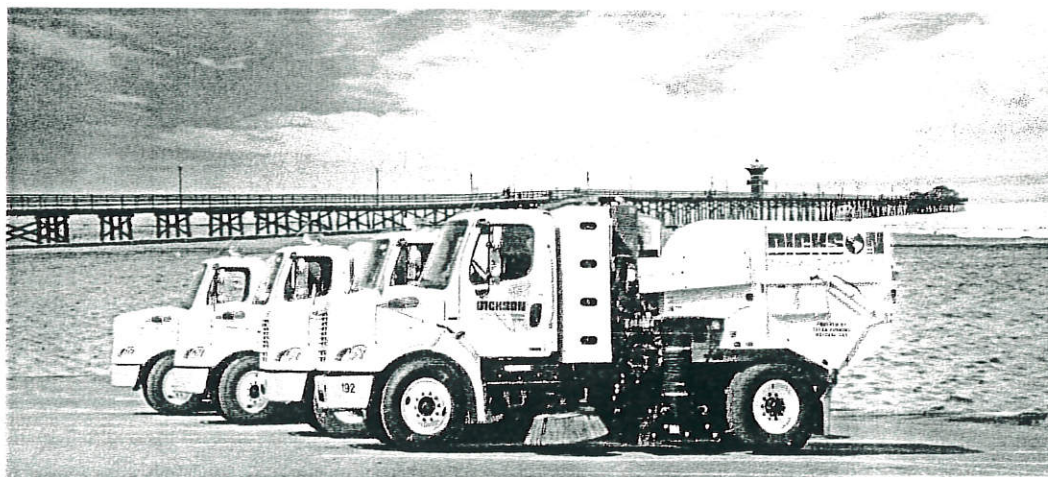
R.F. Dickson Co., Inc. is very proud of serving the Municipal Street Sweeping Industry for the past 66 years, and we are now in our four generation of a family owned business.

In 1958, we received the first municipal street sweeping contract to take over city services in California, and since have operated throughout the state, currently supplying service to 26 public agencies.

In 1964, we received our first street sweeping contracts with the County of Los Angeles, and the cities of Lakewood and La Mirada, and are proud to say; our continuous high level of service is still being provided.

In 1980, the State of Arizona granted the largest contract in the state for sweeping to our company. This contract was with the Arizona Department of Transportation (ADOT), for sweeping both the freeways, and state highways throughout the state. We have also owned and operated a heavy equipment company throughout the State of Texas for many years. We have worked directly with the sweeper manufacturers, designing and developing the latest in sweeping equipment.

Beginning in 1999, we started to develop our first CNG regional fueling station to be used by our company, and other public and private fleets. Our new CNG station came on line in 2002, and was in conjunction with the implementation of the new AQMD 1186.1 Fleet Rules, regarding the use of alternative fuels for the street sweepers.



#7.

Section 1

R.F. Dickson is deeply committed to providing the City of Compton with safe, efficient and seamless street sweeping services. We have an extensive amount of experience working with more than 26 municipalities throughout Southern California.

Our general work plan, will meet all of the street sweeping requirements for the City of Compton incorporating a well-managed administration and operational structure, supported by interdepartmental team work. This proposed Sweeping Contract is well within our capabilities. We will supply only the highest-level professional service, to the City of Compton.

Our commitment to you is that we will provide the City of Compton with safe, efficient, cost effective and worry-free service.

We have surveyed every curb mile in the City of Compton; as a result we have a very clear understanding of what will be involved in performing street sweeping services. Our staff looks forward to working with the City of Compton, in an effort to address all of the City's needs.
(Please see attached Reference List)

Section 2

Supervisors:

Satisfaction and consistent service is the foundation of our company. Our supervisors are directly involved with each municipal government account, and will perform ongoing inspections throughout the City to ensure the highest quality of service. They are highly trained, so that all phases of each project will run smoothly.

We understand that street sweeping is an extremely important, and a high visibility service for our municipal customers. Should the occasion arise, our supervisors will meet in person with the citizens, to help resolve any concerns, and will provide written reports back to the City of Compton staff of the concerns, and resolutions required.

Operators:

Our sweeper operators are trained as to what is an accepted quality of work, and what is expected from them to accomplish this level of service. They are required to make as many passes as are necessary, to maintain streets in the state of cleanliness.

Our sweeper operators are trained, on proper driving speed, adjustment of gutter brooms, and educated to value and care for their equipment.

Our drivers will be our first line of defense, they are outfitted with brooms and shovels to use in case of access issues relating to street sweeping.

Our drivers will communicate with the supervisors to report all issues that affect the quality of sweeping in their routes. Low hanging trees, pot holes, and parked cars are reported to their supervisor who will relay the information to the City in a Deficiency Report email.

R.F. Dickson Co. Inc.
Municipal Sweeping
Construction Clean-up
CNG Fueling Facility



562-923-5441
800-573-3222
Fax 562-869-5943
12524 Columbia Way
Downey, Ca. 90242

**THIS COMPANY INFORMATION IS PROPRIETARY, AND NOT TO BE RELEASED TO
THE PUBLIC**

First Serviced

CITY OF LAKEWOOD
LISA RAPP
(562) 743-0131

1964

5050 N. CLARK AVE.
LAKEWOOD, CA 90712

CITY OF LA MIRADA
MARLIN MUNOZ
(562) 943-0131

1964

13700 LA MIRADA BLVD.
LA MIRADA, CA 90638

CITY OF WESTMINSTER
PETE QUINN
(714) 961-7100

1995

8200 WESTMINSTER BLVD
WESTMINSTER, CA 92686

CITY OF SEAL BEACH
MICHAEL S. HO
(562) 431-2527

2000

211 8TH ST.
SEAL BEACH, CA 90740

CITY OF DIAMOND BAR
DAVID LIU
(909) 839-7044

2000

21810 COPLEY DRIVE
DIAMOND BAR, CA 91765

REPUBLIC SERVICES/
CITY OF LOS ALAMITOS
MATT NIKLAS
(562) 259-2855

2002

2531 E 67TH ST
LONG BEACH, CA 90805

CITY OF FOUNTAIN VALLEY
GIL LOPEZ
(714) 593-4623

2015

10200 SLATER AVE
FOUNTAIN VALLEY, CA 92708

Section 3

Every staff member has been trained to assist customers in a courteous and professional manner; to insure customer satisfaction. All inquiries are directed to our General Manager, and his customer service staff, and will resolve all inquiries within 24 hours or sooner.

Each of our operators document with their daily logs, where they maintain a list of any location, which cannot be adequately be swept due to obstructions, such as low hanging trees, or parked vehicles. We will notify the City of Compton of these situations as they arise.

The City staff will have our General Manager's direct cell number for immediate access in case of emergency or daily activities.

We have customer service representatives available on regular services days (Monday through Friday) from 8AM until 5 PM; staff includes both English and Spanish speaking, to better assist our customers.

(Please see Sample Reports attached)

We carry one principal goal, COMPLETE CUSTOMER SATISFACTION.

Section 4

1. Steve Dickson- President since 1971
Steve is in charge of all contract implementation policies, insurance bonding and contract negotiations with the cities and counties. Steve has extensive knowledge of the procedures and equipment available to improve operations and the quality of service that R.F. Dickson Co., Inc. provides to its Municipalities and Counties. Contact information: Email steve@dickson-ca.com
2. Terry Roberts- General Manager- **Contract Manager**
Terry integrates our team with 17 years of customer service and TYMCO equipment knowledge. He has daily interaction with City and County Officials and is responsible for overseeing all facets of Operations; his dedication to excellence is a tremendous asset to our team. Email terry@dickson-ca.com
3. Raquel Ocampo -Customer Relations Manager since 2007
Bilingual speaks - English and Spanish.
Her duties include but are not limited to City staff liaison, Dispatch Coordinator and Safety Officer; Raquel has a positive attitude and is committed to providing quality and on time service to all of our customers. Email raquel@DicksonSweeping.com
4. Fernando Rocha- Lead Sweeper Operator since 1986
Bilingual Speaks English and Spanish.
Supervision, Sweeper trainer and daily interaction with city officials, daily inspections of streets, quality control.

5. Carol Lutz- Senior Accounting Manager and Office Manager since 1997
Her responsibilities include interaction with all departments, and overseeing all aspects of her accounting department.
6. Johanna Roque – Office Clerk/Dispatcher since 2006
Bilingual speaks - English and Spanish.
Johanna's responsibilities include but not limited to tracking data, creating reports and supports office staff and dispatching.

Section 6

With R.F. Dickson Co. 66 continual years of experience in Municipal Street Sweeping in California and Arizona with integrity, reliability and a leader in implementing new technologies such as Regenerative Air Sweepers and Clean Burning Natural Gas Street Sweepers.

R.F. Dickson Co. commitment to providing leading edge environmental stewardship, using the best available technology in CNG powered Regenerative Air Street Sweepers, certified to meet all State and Federal EPA (Environmental Protection Agency) and NPDES (National Pollution Discharge Elimination System) compliance mandates, for SQAMD Rule 1186 and 1186.1

R.F. Dickson Co. is dedicated to providing excellent quality of service as a partner with the City of Compton. For the success of the street sweeping program, we will become an integral part of the Public Works team. We will provide valuable onsite information from our drivers in the field. Situations within the city that may be of concern to the Public Works department such as road hazards, downed tree limbs, abandoned cars and with a renewed emphasis on water conservation; we can provide information on irrigation issues to help the city respond in a timely manner for quick repairs.

As a part of the team with the City of Compton, R.F. Dickson Co. will provide excellent quality of service and in turn foster excellent customer relations with the Compton community, this in return will reduce the amount of time required by city staff to respond to street sweeping complaint and issues.

R.F. Dickson Co. would be available to participate in city events to showcase the environmental impacts of street sweeping services, we would be able to provide equipment and personnel to attend and provide hands on education.

We currently have sweepers in our inventory that meets and exceeds your requirements within your RFP, but will be interested in discussing the continuation of leasing the two Tymco 600s owned by the City of Compton.

#7.

SAMPLE

R F Dickson Co. Inc.
Municipal Sweeping
Construction Clean-up
Transportation
Parts and Service



562-823-5441
800-573-3222
Fax 562-869-5943
12524 Clark Avenue
Downey, Ca 90242

SERVICE REQUEST

ATT: Santos

FAX:

PAGES:

Date: 4/18/2016

City: Lakewood

From: Ryan

Reported by:

Request or Complaint: Please give 216th St c/s Roseton Ave Special attention.

Please see attached.

Action Taken: What action taken? Driver gave it special attention

What day resolved? Scheduled day

What was the problem?

What is Scheduled Sweeping Day? Tuesday

SAMPLE



Dickson Co. Inc.

Contract Sweeping

12524 Columbia Way
Downey, Ca. 90242

Street Sweeping Deficiency Report

City Name :	Lakewood
Attention :	Ryan
Fax:	
From:	Johanna
Date: Nov 08, 2016	Today's Date: 11/08/16
Location:	213th St & 214th St
Cross Street:	Nectar
Referred By:	Driver

Curb And Gutter	Trees and Bushes	Area Not Swept
Excessive Water	Tree Needs Trimming	Parked Cars
Gutter Raised	Bushes Need Trimming	Construction Debris
Gutter Depression	Other (List Below)	Special Event
Road Edge Washout	Low Limbs	Other (List Below)
Other (List Below)		Tree trimming in the area, driver did the best he could.

#7.

City of Compton
Street Sweeping Service Provider
Proposal Form

Item	Description	Approx. Quantity	Frequency (Times swept/year)	Unit Cost	Total
1.	Sweep street as described in referenced City of Compton Sweeping Specifications	350 CLM	52	\$ <u>20.94</u> /CLM	\$ <u>381,024.43</u>
2.	Sweep City alleys	36 CLM	24	\$ <u>15.12</u> /CLM	\$ <u>13,063.70</u>
3.	Sweep City parking lots Including behind bumpers	10,000 Sq. Ft.	52	\$ <u>.0032</u> /Sq. Ft.	\$ <u>768.00</u>
4.	Park / Parking Lots	10,000 Sq. Ft.	24	\$ <u>.0032</u> /Sq. Ft.	\$ <u>91,193.70</u>
5.	Commercial Area on Compton /Long Beach Blvds.	16.75 CLM	260	\$ <u>20.94</u> /CLM	\$ <u>4,250.00</u>
6.	Emergency Call Out(s)	50 Hours	N/A	\$ <u>85.00</u> /Hr.	\$ <u>4,250.00</u>
7.	Extraordinary weather sweeping	50 Hours	N/A	\$ <u>85.00</u> /Hr.	\$ <u>4,250.00</u>
8.	Special Event Sweeping (Weekends/Holidays)	50 Hours	N/A	\$ <u>85.00</u> /Hr.	\$ <u>4,250.00</u>
9.	Non-routine sweeping (Request for service during regular sweeping hours)	50 Hours	N/A	\$ <u>85.00</u> /Hr.	\$ <u>4,250.00</u>

TOTAL ANNUAL COST OF SERVICE \$ 504,713.83

CLM = Curb Lineal Mile

**The City reserved the right to increase the level of service
(miles or hours providing sweeper service) at the unit prices shown above.**



www.DicksonSweeping.com

March 28, 2017

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH DUDEK TO PERFORM ADDITIONAL CORRECTIVE ACTION SERVICES IN ACCORDANCE WITH DIRECTIVES OF THE LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD REGARDING REMEDIATION AT COMPTON FIRE STATION NO.1 (\$380,130)

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into a third (3rd) amendment to the professional services agreement (effective as of July 1, 2016) with Dudek for performance of additional corrective action remediation services in accordance with the March 24, 2016 and December 2, 2016 directives from the Los Angeles Regional Water Quality Control Board ("Regional Board") in regards to the City's continuing remedial efforts at Compton Fire Station No. 1 and provide additional compensation for such services in the amount of \$380,138.00.

BACKGROUND

The City's Fire Station No. 1, located at 201 South Acacia Avenue, was found to have groundwater contaminated with petroleum products that apparently leaked from underground gasoline storage tanks that were used to refill fire trucks. Remediation has been taking place at Fire Station No. 1 since 1998. The City initially contracted with Amnat Environmental but ended the contract in 2010 after receiving a directive from the Regional Board on June 10, 2010 to develop a more aggressive remedial approach.

Staff solicited proposals from environmental engineering firms and Dudek was awarded a contract pursuant to Resolution No. 23,241, adopted by the City Council on November 9, 2010, to review existing data, evaluate the effectiveness of the existing remediation system and prepare a Remedial Action Plan ("RAP") for submission and approval of the Regional Board.

In accordance with a 2012 Regional Board directive, on December 3, 2013, the City Council adopted Resolution No. 23,880, which authorized the City Manager to enter into a first (1st) amendment to the agreement with Dudek to continue conducting annual and semi-annual groundwater samplings, destruction of 6 vapor extraction wells and rehabilitation of 4 monitoring wells. The Regional Board issued another directive to the

#8.

Staff Report – Resolution Authorizing Contract Amendment (3rd)
Dudek – Groundwater Remediation at Fire Station No. 1
March 28, 2017

City on December 17, 2013, requesting a revised Interim Remedial Action Plan (“IRAP”) pursuant to their review of the City’s Annual Groundwater Monitoring Report and the Revised Interim Remedial Action Plan, prepared by Dudek on the City’s behalf. The City was also required to submit a workplan to conduct soil gas investigations by February 17, 2014. The Regional Board issued a directive on March 12, 2014, concurring with Dudek’s workplan and requiring the City to include historical groundwater analytical data by July 15, 2014. On February 27, 2015, the Regional Board further required the City to take corrective action pursuant to the Semi-Annual Groundwater Monitoring Report.

In the Regional Board’s directive of March 12, 2014, it was also required that the City perform soil vapor samples, a Soil Vapor Investigation, Soil Vapor Extraction (“SVE”) and High Vacuum Dual Phase Extraction (“HVDPE”). Dudek conducted the work as outlined by the Regional Board’s directive and submitted a plan. Dudek performed the work on June 11, 2014, October 15, 2014 and February 13, 2015.

Pursuant to the Regional Board’s directive of June 22, 2015, the City Council adopted Resolution No. 24,266, approving a second (2nd) amendment to the agreement authorizing Dudek to perform additional cleanup, continue semi-annual and annual event, in-situ chemical oxidation inspection, a Health and Safety Workplan and updated RAP.

STATEMENT OF THE ISSUE

The Regional Board has issued March 24, 2016 and December 2, 2016 directives requiring cleanup continue at the remediation site. Specifically, they have directed the City to provide the following:

1. Remove free product and evaluate for two months
2. Continue monthly over-purge events for 18 months
3. Continue passive remediation/free product removal from wells MW-3, MW-8 and MW-17 for 18 months
4. Destroy/abandon 50 remediation wells
5. Continue annual and semi-annual events (sampling)

Due to the time constraints in complying with the directives of the Regional Board, staff recommends authorization of an amendment to the current agreement with Dudek rather than seeking further competitive proposals at this time. Dudek is intimately knowledgeable of and familiar with the remediation efforts and status of the subject site, thus retaining their services will assure critical continuity on the project. Additionally, Dudek has assisted the City in complying with the various and numerous directives issued by the Regional Board in a manner satisfactory to the City and, more importantly, the Regional Board.

FINANCIAL IMPACT

Dudek has estimated the cost of materials and time for the events as directed by the Regional Board to be: \$12,000.00 free product removal and evaluation; \$102,000.00 monthly over-purge events; \$72,000.00 passive remediation/free product removal from wells MW-3, MW-8, MW-17; \$79,000.00 destroy/abandon 50 remediation wells; and, \$115,138.00 annual and semi-annual events for a total of \$380,138.00.

Funds in the amount of \$260,000.00 are currently available in the Risk Management Account Fund No. 6400-042-0000-4269 for Fiscal Year 2016-17 and staff shall request additional funding for the balance due for Fiscal Year 2017-18 in the upcoming City budget.

Staff has been requesting and applying for priority “A-1” funding for reimbursement from the Underground Storage Tank Cleanup Fund due to the continued remediation at Fire Station 1. The City has been on a priority “D” status for years. The USTCF awards reimbursement funding in categories from “A” to “D”, with “D” being the lowest priority. Those applicants listed in categories “C” and “D” may not ever receive any funding. Pursuant to staff’s diligent requests to change our priority status with the USTCF fund, the City has recently been awarded a category “A-1” status. This status means the City will be on par to receive all or some reimbursement for expenditures, on a priority basis.

ALTERNATIVE

No alternative is proposed at this time. Should Council decide not to authorize the contract amendment, untimely compliance with the directives of the Regional Board may result in imposition of fines and exposure to protracted litigation regarding the possible groundwater contamination.

RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

MONICA TURNER
RISK MANAGER

CRAIG J. CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL
SERVICES AGREEMENT WITH DUDEK TO PERFORM ADDITIONAL
CORRECTIVE ACTION SERVICES IN ACCORDANCE WITH DIRECTIVES OF
THE LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD
REGARDING REMEDIATION AT COMPTON FIRE STATION NO.1 (\$380,130)**

WHEREAS, the City's Fire Station No. 1, located at 201 South Acacia Avenue was found to have groundwater contaminated with petroleum products that apparently leaked from underground gasoline storage tanks that were used to refill fire trucks; and

WHEREAS, Dudek was awarded a contract pursuant to Resolution No. 23,241, adopted by the City Council on November 9, 2010, to review existing data, evaluate the effectiveness of the existing remediation system and prepare a Remedial Action Plan ("RAP") for submission and approval of the Los Angeles Regional Water Quality Control Board ("Regional Board"); and

WHEREAS, in accordance with a 2012 Regional Board directive, on December 3, 2013, the City Council adopted Resolution No. 23,880, which authorized the City Manager to enter into a first (1st) amendment to the agreement with Dudek to continue conducting annual and semi-annual groundwater samplings, destruction of 6 vapor extraction wells and rehabilitation of 4 monitoring well; and

WHEREAS, the Regional Board issued another directive to the City on December 17, 2013, requesting a revised Interim Remedial Action Plan ("IRAP") pursuant to their review of the City's Annual Groundwater Monitoring Report and the Revised Interim Remedial Action Plan prepared by Dudek on the City's behalf, in addition to submittal of a workplan to conduct soil gas investigations by February 17, 2014; and

WHEREAS, the Regional Board issued a directive on March 12, 2014, concurring with Dudek's workplan and requiring the City to include historical groundwater analytical data by July 15, 2014 and on February 27, 2015, the Regional Board further required the City to take corrective action pursuant to the Semi-Annual Groundwater Monitoring Report and perform soil vapor samples, a Soil Vapor Investigation, Soil Vapor Extraction and High Vacuum Dual Phase Extraction; and

WHEREAS, the Regional Board issued a directive on June 22, 2015, requiring additional cleanup, continue semi-annual and annual event, in-situ chemical oxidation inspection and a Health and Safety Workplan and updated Remedial Action Plan, therefore, on December 22, 2015, the City Council adopted Resolution No. 24,266, approving a second (2nd) amendment to the agreement authorizing Dudek to perform the services required by the June 2015 directive; and

WHEREAS, the Regional Board has issued March 24, 2016 and December 2, 2016 directives requiring cleanup continue at the remediation site; more specifically, to provide an updated Remedial Action Plan for free product removal and evaluation, monthly over-purge events, continued passive remediation/free product removal and evaluation from wells MW-3, MW-8 and MW-17, destruction/abandonment of 50 remediation wells and continue annual and semi-annual sampling; and

WHEREAS, due to the time constraints in complying with the directives of the Regional Board, staff recommends authorization of a third (3rd) amendment to the current agreement with Dudek, particularly since Dudek is intimately knowledgeable of and familiar with the remediation efforts and status of the subject site, thus retaining their services will assure critical continuity on the project; and

WHEREAS, Dudek has estimated the cost of materials and time for the scope of work directed by the Regional Board to be \$380,138.00; and

WHEREAS, funding for this expenditure are available in the Fiscal Year 2016-2017 budget in the amount of \$260,000.00 with the remaining balance to be allocated in the 2017-18 Fiscal Year budget.

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

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a third (3rd) amendment (effective retroactive to July 1, 2016) to the Professional Services Agreement with Dudek to perform the additional remedial work specified within the March 24, 2016 and December 2, 2016 directives of the Los Angeles Regional Water Quality Control Board regarding the continuing remediation efforts at the Compton Fire Station No. 1 location.

Section 2. That partial funding in the amount of \$260,000.00 for this expenditure is available in the Risk Management Account Fund No. 6400-042-0000-4269 for Fiscal Year 2016-17 and the remaining funding shall be allocated in the Fiscal Year 2017-18 budget.

Section 3. That a purchase order is authorized to be established in the amount of \$260,000.00 on behalf of Dudek.

Section 4. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and City Attorney.

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

ADOPTED this _____ day of _____, 2017.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

Resolution No. _____
Page 3

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council 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 _____, 2017.

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

**THIRD AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
DUDEK**

This **THIRD 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 **DUDEK** (hereinafter referred to as “**CONSULTANT**”).

RECITALS

WHEREAS, the City’s Fire Station No. 1, located at 201 South Acacia Avenue, Compton (the “Site”), was found to have groundwater contaminated with petroleum products that apparently leaked from underground gasoline storage tanks that were used to fuel the fire trucks; and

WHEREAS, on November 9, 2010, pursuant to Resolution No. 23,241, Dudek was awarded a contract to review existing data, evaluate the effectiveness of the existing remediation system and prepare a Remedial Action Plan for submission and approval of the Los Angeles Regional Water Quality Control Board (“Regional Board”); and.

WHEREAS, in accordance with a 2012 Regional Board directive, on December 3, 2013, the City Council adopted Resolution No. 23,880, which authorized the City Manager to enter into a first (1st) amendment to the agreement with Dudek to continue conducting annual and semi-annual groundwater samplings, destruction of 6 vapor extraction wells and rehabilitation of 4 monitoring wells; and

WHEREAS, pursuant to further directives issued by the Regional Board on June 22, 2015, on December 22, 2015, the City Council adopted Resolution No. 24,266, approving a second (2nd) amendment to the agreement authorizing Dudek to perform additional cleanup, continue semi-annual and annual event, in-situ chemical oxidation inspection, a Health and Safety Workplan and updated Remedial Action Plan; and

WHEREAS, the Regional Board has issued March 24, 2016 and December 2, 2016 directives requiring that cleanup continue at the remediation site; more specifically, the Regional Board have directed the City to provide an updated RAP for free product removal and evaluation, monthly over-purge events, continued passive remediation/free product removal and evaluation from wells MW-3, MW-8 and MW-17, destruction/abandonment of 50 remediation wells and continue annual and semi-annual sampling; and

WHEREAS, there is a need to amend the Agreement with the Consultant to revise the scope of services to provide for implementation of the additional services required by the March 24, 2016 and December 2, 2016 directives issued by the Regional Board and provide for additional compensation for such services to be rendered; and

Third Amendment to Professional Services Agreement – Dudek
Environmental Remediation Services/Fire Station #1
Risk Management/City Attorney's Office
(Resolution No. _____)

WHEREAS, Section 26 of the original Agreement provides that the Agreement may be amended by a written document executed by both parties.

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

AMENDMENTS

1. The parties agree to amend **Section 1 – Services to be Rendered by Consultant** of the original Agreement to include the following additional services to be performed by the Consultant pursuant to the March 24, 2016 and December 2, 2016 directives of the Los Angeles Regional Water Quality Control Board:

- a. Free product removal and evaluation for two months
- b. Continue monthly over-purge events for 18 months
- c. Continue passive remediation/free product removal from wells MW-3, MW-8 and MW-17 for 18 months
- d. Destroy/abandon 50 remediation wells
- e. Continue annual and semi-annual events (sampling)

2. The parties agree to amend **Section 2 – Duration of Contract** of the original Agreement to revise the duration of the contract by adding the provision that Consultant has began performing the additional services as provided for within this Third (3rd) Amendment, retroactively as of July 1, 2016, and shall continue to perform said services in a diligent and professional manner until the work required by the March 24, 2016 and December 2, 2016, directives of the Los Angeles Regional Water Control Board are completed, the authorized additional compensation is exhausted or the original Agreement or this Third (3rd) Amendment is terminated, whichever occurs sooner.

3. The parties agree to amend **Section 3 – Compensation** of the original Agreement to revise the maximum amount of compensation payable to Consultant for services performed and completed pursuant to this Third (3rd) Amendment by adding that City agrees to pay and Consultant agrees to accept as full and complete compensation for satisfactory performance of all additional services performed by the Consultant pursuant to the provisions of this Third Amendment the following maximum sums:

- a. Materials and time for free product removal and evaluation - **\$12,000.00**
- b. Material and time to continue monthly over-purge events - **\$102,000.00**
- c. Material and time to continue passive remediation/free product removal from wells MW-3, MW-8 and MW-17 - **\$72,000**
- d. Material and time to destroy/abandon 50 remediation wells - **\$79,000.00**
- e. Material and time for the annual and semi-annual events - **\$115,138.00**

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

Third Amendment to Professional Services Agreement – Dudek
Environmental Remediation Services/Fire Station #1
Risk Management/City Attorney's Office
(Resolution No. _____)

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

DUDEK/CONSULTANT

By _____ Dated: _____
Peter Quinlan, Vice President

CITY OF COMPTON
Recommended for Approval:

By _____ Dated: _____
Monica Turner, Risk Manager
Risk Management/City Attorney's Office

Approved by:

Dated: _____ By _____
Cecil Rhambo, Jr., City Manager

Approved as to form:

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

ATTEST:

Dated: _____ By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICE AGREEMENT WITH DUDEK TO PERFORM ADDITIONAL CORRECTIVE ACTION SERVICES IN ACCORDANCE WITH DIRECTIVES OF THE LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD REGARDING REMEDIATION AT COMPTON FIRE STATION NO. 1 (\$380,130.00)

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

3/14/2017 3:05:42 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/20/2017 2:52:02 PM
DATE

Brandon Mims
CITY CONTROLLER

3/16/2017 4:09:12 PM
DATE

Cecil Rhambo
CITY MANAGER

3/16/2017 3:31:28 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.

March 28, 2017

TO: MAYOR AND CITY COUNCIL

**FROM: KENNETH HOLCOMB, INTERIM GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ENTER
INTO A PROFESSIONAL SERVICE AGREEMENT WITH AND
ESTABLISH A PURCHASE ORDER ON BEHALF OF CIVIL
SOURCE, INC. FOR PROVISION OF CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES FOR THE TANK-
FARM BOOSTER STATION PROJECT (\$131,950.50)**

SUMMARY

Adoption of this resolution will accept the proposal of and authorize the City Manager to enter into a professional service with Civil Source, Inc. ("Civil Source"), to provide construction management and inspection services for the Tank-Farm Booster Station Project ("Project"). Additionally, it shall authorize the establishment of a purchase order in the amount of One Hundred Nineteen Thousand Nine Hundred Fifty-Five Dollars (\$119,955.00) and a ten percent (10%) contingency amount of Eleven Thousand Nine Hundred Ninety-five Dollars and Fifty Cents (\$11,995.50).

BACKGROUND

The Water Department's Tank-Farm site is located at 18604 South Wilmington Avenue, Compton. The property includes four existing steel reservoirs each with a three million (3,000,000) gallon capacity with common inlet/outlet piping entering the site from the east and west sides. The reservoirs are connected to the distribution system via a 24" main in Wilmington Avenue and through the 18" main that is directed to the east of the Tank-Farm property. The reservoirs are at an elevation of 195 feet, while the distribution system is at an elevation range of 60 to 95 feet. The elevation difference between the reservoirs and the distribution system is between 100 to 135 feet which can provide a static pressure of 58 to 43 psi. Because the average pressure of the distribution system is maintained at 60 to 80 psi by the production wells, the reservoirs do not cycle.

The Water Department is experiencing water quality concerns in its Tank-Farm reservoirs and is unable to utilize the available storage for the system. In order to circulate the water in the tank and utilize the storage, a booster pump station has been designed to pump water from the reservoirs into the distribution system.

The new booster station will allow the Water Department to augment its current and future operational needs by improving its water quality parameters, increase hydraulic recirculation and increase fire suppression hydraulic capabilities of an existing reservoir site within City limits. Operation of the Tank-Farm Booster Station will increase the City's water system's reliability while allowing its seamless integration with the Supervisory Control and Data Acquisition ("SCADA") project currently under construction. Construction of the Project is for 180 working days.

Staff is in the process of advertising for construction services for this Project and has determined the need to retain the services of a qualified and experienced engineering firm to provide construction management and inspection services.

STATEMENT OF ISSUE

Due to the number, size and complexity of all projects concurrently being deployed by the Engineering Division in the Water Department, staff is unable to perform all necessary construction management and inspection duties required for this Project, creating the need for additional resources to be procured.

On December 14, 2016, staff advertised to solicit proposals for construction management and inspection services for the Project from qualified firms. On January 5, 2017, a total of four (4) proposals were received, reviewed and ranked by staff as follows:

<u>Rank</u>	<u>Engineering Firm</u>
1	Civil Source, Inc.
2	Simplex, Inc.
3	Wallace and Associates Consulting, Inc.
4	Dudek, Inc.

Selection Process

Pursuant to the Request for Proposals, it was requested that firms respond with their qualifications, scope of service, etc., in one package and their fee in a sealed, separate cover. A committee consisting of City staff reviewed the proposals submitted and ranked the most qualified proposals. The review was based on the objective criteria listed in the request for proposals document.

The selection of the most responsive qualified firm for the construction management services was on the basis of demonstrated competence and professional qualifications. Qualification Based Selection ("QBS") is where

**Staff Report – Resolution Authorizing Professional
Services Agreement with Civil Source, Inc.
Tank-farm Booster Station Project
Construction Management/Inspection Services
March 28, 2017, Page 3**

selection is based on the most appropriate provider of the professional services; fees are not an initial consideration. The evaluation process used by the selection committee for ranking the proposal was based upon the completeness of the proposal, consultant's demonstrated understanding of the scope of services, quality of similar work previously performed by the firm, personnel assigned, resources required to perform the required services, and the proposed schedule of work. The fees were not considered until after the selection of the most qualified firms.

After evaluation of the proposals submitted, it was established that the proposal from Civil Source offers the City the best approach, methodology and qualified personnel to properly execute this contract within scope, time and cost to provide the needed construction management and inspection services for the Tank-Farm Booster Station Project. Civil Source will provide the City with a highly competent, experienced and licensed Construction Manager/Resident Engineer and a Construction Inspector with extensive experience delivering comparable services on the successful completion of very similar projects for several Southern California cities.

FISCAL IMPACT

At times construction projects encounter unexpected field conditions that result in the need for work beyond the scope of the project as originally designed and bid. Therefore, staff recommends that a ten (10%) percent contingency in the amount of Eleven Thousand Nine Hundred Ninety-five Dollars and Fifty Cents (\$11,995.50) be authorized for this Project agreement.

The total amount that is being requested to be encumbered for these services is \$131,950.50 (One Hundred Thirty-one Thousand Nine Hundred Fifty Dollars and Fifty Cents).

Funds are allocated in the 2016-17 Fiscal Year budget in Account No. 5003-880-000-4241 (Water Quality Project) for this expenditure.

ALTERNATIVE

The Water Department desires to take a proactive management approach of all of its Capital Improvement Projects. No other alternatives are recommended.

#9.

Staff Report – Resolution Authorizing Professional
Services Agreement with Civil Source, Inc.
Tank-farm Booster Station Project
Construction Management/Inspection Services
March 28, 2017, Page 4

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**KENNETH HOLCOMB., INTERIM GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT**

APPROVED FOR FORWARDING:

**CECIL W. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER ON BEHALF OF CIVIL SOURCE, INC. FOR PROVISION OF CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE TANK-FARM BOOSTER STATION PROJECT (\$131,950.50).

WHEREAS, it is the responsibility of the Compton Municipal Water Department to ensure a safe and adequate water supply for drinking and firefighting purposes; and

WHEREAS, the Water Department’s Tank-Farm site, located at 18604 South Wilmington Avenue, Compton, includes four (4) existing steel reservoirs each with a three million (3,000,000) gallon capacity with common inlet/outlet piping entering the site from the east and west sides; and

WHEREAS, because the average pressure of the distribution system is higher than the static pressure on the reservoirs, they do not cycle, resulting in the Water Department experiencing water quality concerns in its Tank-Farm reservoirs and is unable to utilize the available storage for the system; and

WHEREAS, in order to circulate the water in the tank and utilize the storage, a booster pump station has been designed to pump water from the reservoirs into the distribution system which will allow the Water Department to augment its current and future operational needs by improving its water quality parameters, increase hydraulic recirculation and increase fire suppression hydraulic capabilities of an existing reservoir site within City limits; and

WHEREAS, operation of the Tank-Farm Booster Station will increase the City’s water system’s reliability while allowing its seamless integration with the Supervisory Control and Data Acquisition (“SCADA”) project currently under construction; and

WHEREAS, on December 14, 2016, staff advertised to solicit proposals for construction management and inspection services for the Project from qualified firms. On January 5, 2017, a total of four (4) proposals were received, reviewed and ranked by staff as follows:

<u>Rank</u>	<u>Engineering Firm</u>
1	Civil Source, Inc.
2	Simplex, Inc.
3	Wallace and Associates Consulting, Inc.
4	Dudek, Inc.

WHEREAS, the evaluation process used by the selection committee for ranking the proposals was based upon the completeness of the proposal, consultant’s demonstrated understanding of the scope of services, quality of similar work previously performed by the firm, personnel assigned, resources required to perform the required services, and the proposed schedule of work and after evaluation of the proposals submitted, staff determined that the proposal and fee (\$119,955.00) submitted by Civil Source, Inc. was deemed the most responsive firm to provide the needed construction management and inspection services for the Tank-farm Booster Station Project; and

WHEREAS, at times construction projects encounter unexpected field conditions that result in the need for work beyond the scope of the project as originally designed and bid, therefore, staff recommends that a ten (10%) percent contingency in the amount of \$11,995.50 (Eleven Thousand Nine Hundred Ninety-five Dollars and Fifty Cents) be authorized for this Project agreement; and

WHEREAS, funding for this expenditure are available in the Municipal Water Department Fiscal Year 2016-2017 budget.

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

Section 1. That the proposal submitted by Civil Source, Inc. is hereby accepted.

Section 2. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a professional services agreement with Civil Source, Inc. for construction management and inspection services for the Tank-Farm Booster Station Project.

Section 3. That a purchase order in the amount of \$119,955.00 is authorized to be established for Civil Source, Inc. for services performed for the Tank-Farm Booster Station Project.

Section 4. That a contingency amount of up to \$11,995.50 is hereby authorized.

Section 5. That funds in the amount of \$131,950.50 are available in the Municipal Water Department’s 2016-2017 Fiscal Year budget in Account No. 5003-880-000-4241 (Water Quality Project).

Section 6. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Compton Municipal Water Department.

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

ADOPTED this ____ day of _____, 2017.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

Resolution No. _____
Page 3

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk, at a regular meeting thereof held on the ____ day of _____, 2017.

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

FEE PROPOSAL - ESTIMATE

CITY OF COMPTON

Construction Management and Inspection Services
Tank Farm Booster Pump Station

TASK						Total Hrs. By Task	Total Fee
Task No.	TASK DESCRIPTION <i>Hourly Bill Rate</i>	CM/RE \$145	INS \$100	ADMIN \$65	SUB-MATERIAL TESTING		
1.0	Pre-Construction Phase						
	Constructability Review/Plan Revisions	135				135	\$19,575
	Pre-Construction Meeting/Coordination	4				4	\$580
	Management Information System/ Document Control	2				2	\$290
	Review Traffic Control Plans	2				2	\$290
	Subtotal Pre-Construction Phase	\$20,735	\$0	\$0			\$20,735
2.0	Inspection Services						
	Provide on site inspection services				\$47,600	0	\$47,600
	Subtotal Inspection Services	0	\$0	\$0	\$47,600		\$47,600
3.0	Construction Management						
	Quality Control and cost Control	90				90	\$13,050
	Progress meetings	120				120	\$17,400
	Coordinate and Prepare RFI	16				16	\$2,320
	Contractors Submittal Review	16				16	\$2,320
	Coordinate, review, and recommend for approval the contractor's CPM schedule	8				8	\$1,160
	Monitor contractor's maintenance of copies of all contracts, drawings, addenda, change orders, and other documents on site	4				4	\$580
	Monitor, evaluate, report and ensure compliance for Water Quality Pollution Prevention	2				2	\$290
	Dispute Resolution	10				10	\$1,450
	Permit and Environmental Compliance	4				4	\$580
	Public Relations	2				2	\$290
	Monthly Status Report	10				10	\$1,450
	Site Safety	4				4	\$580
	Cost Control	16				16	\$2,320
	Review and evaluate change orders	24				24	\$3,480
	Labor Compliance	4				4	\$580
	Review Contractor's progress payment and recommend for approval	10				10	\$1,450
	Coordinate Testing	4				4	\$580
	Subtotal Construction Management	\$49,880	\$0	\$0			\$49,880
4.0	Close Out						
	Compile Detail Punch List Items and final walk through	2				2	\$290
	Coordinate Close Out Procedures	2				2	\$290
	Monitor completion of project records and as-built	2				2	\$290
	Oversee completion of the punch list items and final clean up before contractors demobilization					0	\$0
	Coordinate final testing and documentation of regulatory inspections for conformance with the specification					0	\$0
	As Built Drawings	2				2	\$290
	Project Completion Report	2				2	\$290
	Final Progress Payment	2				2	\$290
	Subtotal Close Out	\$1,740	\$0	\$0			\$1,740
	Total Hours	499	0	0		499	
TOTAL FEE CONSTRUCTION MANAGEMENT		\$72,355	\$0	\$0	\$47,600		\$119,955

LEGEND

CM/RE = Construction Manager

INS = Inspector

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
CIVIL SOURCE, INC.**

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **CIVIL SOURCE, INC.** (hereinafter referred to as "**CONSULTANT**"), located at 9890 Irvine Center Drive, Irvine, California 92618.

RECITALS:

WHEREAS, the Water Department's Tank-Farm site is located at 18604 South Wilmington Avenue in the City of Compton; and

WHEREAS, the property includes four (4) existing steel reservoirs, however, because the average pressure of the distribution system is higher than the static pressure on the reservoirs, they do not cycle, thus, the Water Department is experiencing water quality concerns in its Tank-Farm reservoirs and is unable to utilize the available storage for the system; and

WHEREAS, in order to circulate the water in the tank and utilize the storage, a Booster Pump Station has been designed to pump water from the reservoirs into the distribution system; and

WHEREAS, essential to the construction project is the retention of a qualified and experienced engineering firm to provide construction management and inspection services; and

WHEREAS, on _____, 2017, pursuant to Resolution No. _____, the City Council authorized the City Manager to enter into a professional services agreement with Civil Source, Inc. ("Consultant") to provide construction management and inspection services for the Tank-Farm Booster Station Project; and

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

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

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

AGREEMENT:

1. **Services to be rendered by Consultant.** It is the mutual understanding of the Parties that the Consultant shall perform and be responsible for providing professional construction management and inspection services to the City before, during and after construction of a new facilities for a Tank-Farm Booster Pump Station ("Project"). Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

Tasks include:

Task 1: Pre-Construction, Coordination and Orientation Phase – Establishment of communications protocols, building procedural framework for the Project

Task 2: Construction Phase – Daily tasks required to ensure contractor executing work according to accepted CPM baseline schedule, budget maintenance, City informed and involved on decisions and aspects as Project delivered

Task 3: Material Inspection and Testing Services – Consultant's sub-consultant (Willdan Geotechnical) will perform material testing and inspection during construction; including attend pre-construction meetings, field geotechnical and material testing services, special inspection and material testing services

Task 4: Post-Construction Phase – Execution of expedient close-out schedule

As more fully specified in the City's "**Request for Proposals for Construction Management & Inspection Services**" (dated December 14, 2016) and Consultant's "**Proposal to Provide Construction Management and Inspection Services for Water Bond Improvement: Tank-farm Booster Pump Station**" (dated January 5, 2017), which are incorporated by this reference.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. Consultant agrees to perform all the said services and to the extent not furnished by the City, furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City.

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

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

Amy Amirani, P.E., QSD/QSP, Principal-In-Charge of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

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

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

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

3. Compensation. The method of payment for this Contract will be on a fee-for-services, per Task, basis as specified within Consultant's "**Fee Proposal**" dated January 5, 2017 and incorporated herein. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City.

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

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

As full and complete compensation for performance of all the services- identified within Tasks 1 through 4, above - to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **One Hundred Nineteen Thousand Nine Hundred Fifty-five Dollars (\$119,955.00).**

In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any non-cancellable obligations incurred prior to termination; provided, however, that the City

may condition payment of such compensation upon the Consultant's delivery to the City of any and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

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

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

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

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto

Professional Services Agreement – Civil Source, Inc.
 Tank-farm Booster Station Project/Construction Management & Inspection
 Water Department/Resolution No. _____

and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

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

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

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

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

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

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or

arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, employees, sub-consultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

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

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

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

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

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

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

Professional Services Agreement – Civil Source, Inc.
 Tank-farm Booster Station Project/Construction Management & Inspection
 Water Department/Resolution No. _____

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

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

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

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

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

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

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

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in

addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a sub-consultant.

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

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

17. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

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

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

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

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

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

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

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

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

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

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

To Consultant:

**Civil Source, Inc.
9890 Irvine Center Drive
Irvine, California, 92618
Attn: Amy Amirani, Principal-In-Charge
(949) 585-0477**

To City:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: General Manager, Compton Municipal
Water Department
(310) 605-5505
(310) 605-6326 – fax.**

With copy to:

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

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

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

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

Professional Services Agreement – Civil Source, Inc.
Tank-farm Booster Station Project/Construction Management & Inspection
Water Department/Resolution No. _____

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

**CIVIL SOURCE, INC.
CONSULTANT**

Dated: _____

By _____
Amy Amirani, P.E., Principal-In-Charge

**CITY OF COMPTON
Recommended for Approval:**

By _____
**Kenneth Holcomb, (Interim) General Manager
Compton Municipal Water Department**

Dated: _____

Approved by:

Dated: _____

By _____
Cecil W. Rhambo, 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: Water Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER ON BEHALF OF CIVIL SOURCE, INC. FOR PROVISION OF CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE TANK-FARM BOOSTER STATION PROJECT (\$131,950.50)

Kenneth Holcomb
DEPARTMENT MANAGER’S SIGNATURE

3/14/2017 3:51:24 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/20/2017 2:56:37 PM
DATE

Brandon Mims
CITY CONTROLLER

3/16/2017 4:09:25 PM
DATE

Cecil Rhambo
CITY MANAGER

3/16/2017 3:31:49 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.

March 28, 2017

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: KENNETH HOLCOMB, INTERIM GENERAL MANAGER
MUNICIPAL WATER DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE
PROFESSIONAL SERVICES AGREEMENT WITH CIVIL SOURCE INC.
TO EXTEND THE CONTRACT TERM AND INCREASE THE
CONTRACT PRICE TO PROVIDE CONSTRUCTION MANAGEMENT
AND INSPECTION SERVICES FOR PHASE I OF WATERMAIN
REPLACEMENT PROJECT 170W (\$50,302.00)**

SUMMARY

This resolution authorizes the City Manager to amend the professional services agreement with Civil Source, Inc. ("Civil Source") to extend the contract term by 166 working days and increase the contract price by \$50,302.00 to provide additional construction management and inspection services for Phase I of Watermain Replacement Project 170W.

BACKGROUND

The 2008 Master Water Study identified that nearly 100 miles of the City's estimated 156 miles of watermain infrastructure was in need of rehabilitation or replacement. A significant portion of the identified water mainlines was constructed in the 1940's and 1950's. In 2009, the Water Utility Division obtained bond funding to finance infrastructure improvement projects in order to begin the long process of replacing water infrastructure that had exceeded its expected lifespan. A professional design firm was hired to prepare construction plans and Request for Proposals ("RFP"s) for approximately 28 miles of pipelines that would be replaced or rehabilitated over a 5-year period. To date the Water Utility Division has replaced or rehabilitated approximately 22 of the planned 28 miles of pipeline throughout the City.

On November 25, 2014, pursuant to Resolution No. 24,048, the City Council authorized a professional services agreement with Civil Source to provide construction management and inspection services for the Watermain Replacement Project 170W Phases I, II and III in the amount of \$321,061.00.

**Staff Report – Resolution Authorizing Contract Amendment
Civil Source, Inc. – Watermain Replacement Project #170W
Extend Term and Provide Additional Compensation
March 28, 2017, page 2**

STATEMENT OF ISSUE

The current Watermain Replacement Project 170W started construction on February 2016 with Phase I. Soon after starting the first exploratory excavations it was discovered that the soils and treated base for the Alameda west roadway portion of Phase I contained high concentrations of petroleum by-products and heavy metals; such as arsenic, barium, vanadium and others; that pose a health safety hazard if not handled appropriately by certified personnel. Once the need for additional safety certification to handle hazardous materials by the construction contractor's personnel and the unexpected nature of this field condition were identified, change management negotiations between City staff and the construction contractor started. Given the considerable monetary value of the change order request submitted by the construction contractor due to the extent of the area affected by the contaminated soils and being unable to reach an agreement between the parties, City staff decided to temporarily cease work on Phase I of the Project and directed the construction contractor to start working on the next scheduled phases.

During the execution of Phases II and III for this Project the construction contractor accumulated a significant amount of unauthorized working days due to size reduction of construction crews and personnel changes affecting customary productivity rates for pipe laying and other activities. A total of fifty (50) unauthorized days accumulated by the construction contractor during Phases II and III have been subtracted from the ninety five (95) working days originally allocated for Phase I on the notice to proceed. The construction contractor is aware that liquated damages will be assessed promptly if it is not able to finish this Project on the new fast track schedule with a completion date of March 22, 2017, and has assigned additional resources to this Project. This Project has also been affected by an inordinate amount of non-working rainy days due to the wettest rain season on record for the Pacific coast.

All the aforementioned activities have delayed the Project and created the need to amend the construction management and inspection services contract with Civil Source to provide additional compensation and extend the duration. The estimated cost to provide the necessary additional construction management and inspection services by Civil Source is \$50,302.00, as shown on attached Exhibit "A". Consultant's original contract duration was 235 working days, which expired on October 27, 2016. Therefore, the contract term requires an extension of 166 working days from the aforementioned expiration date to a completion date of June 30, 2017.

Therefore, staff is requesting that the City Council adopt the attached resolution that will authorize amendment to the professional services agreement with Civil Source to provide a total of Fifty Thousand Three Hundred Two Dollars (\$50,302.00) as additional

**Staff Report – Resolution Authorizing Contract Amendment
Civil Source, Inc. – Watermain Replacement Project #170W
Extend Term and Provide Additional Compensation
March 28, 2017, page 3**

compensation for performance of the additional professional services by Consultant and extend the term of the current contract to June 30, 2017.

FINANCIAL IMPACT

Funding for the project in the total amount of \$50,302.00 is available in the Municipal Water Department's 2016-2017 Fiscal Year budget in Account No. 5003-880-000-4241.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**KEN HOLCOMB, INTERIM GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT**

APPROVED FOR FORWARDING:

**CECIL W. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL
SERVICES AGREEMENT WITH CIVIL SOURCE INC. TO EXTEND THE
CONTRACT TERM AND INCREASE THE CONTRACT PRICE TO PROVIDE
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR
PHASE I OF WATERMAIN REPLACEMENT PROJECT 170W (\$50,302.00)**

WHEREAS, the Municipal Water Department ("Department") is in the process of rehabilitating and replacing the 28 miles of pipelines identified by the 2008 Master Waster Study; and

WHEREAS, the current Watermain Replacement Project 170W started construction on February 2016 with Phase I; and

WHEREAS, on November 25, 2014, pursuant to Resolution No. 24,048, the City Council authorized a professional services agreement with Civil Source, Inc. to provide construction management and inspection services for the Watermain Replacement Project 170W Phases I, II and III in the amount of \$321,061.00; and

WHEREAS, after starting the first exploratory excavations it was discovered that the soils and treated base for the Alameda west road way portion of Phase I contained high concentrations of petroleum by-products and heavy metals; such as arsenic, barium, vanadium and others; that pose a health safety hazard if not handled appropriately by certified personnel; and

WHEREAS, given the considerable monetary value of the change order request submitted by the construction contractor due to the extent of the area affected by the contaminated soils, City staff decided to temporarily cease work on Phase I of the Project and directed the construction contractor to start working on the next scheduled phases; and

WHEREAS, during the execution of Phases II and III for this Project the construction contractor accumulated a significant amount of unauthorized working days due to size reduction of construction crews and personnel changes affecting customary productivity rates for pipe laying and other activities; and

WHEREAS, a total of fifty (50) unauthorized days accumulated by the construction contractor during Phases II and III have been subtracted from the ninety five (95) working days originally allocated for Phase I on the notice to proceed; and

WHEREAS, this Project has also been affected by an inordinate amount of non-working rainy days due to the wettest rain season on record for the Pacific coast; and

WHEREAS, due to all the aforementioned activities, which has delayed the completion of the Project, there is a need to extend the construction management and inspection services contract term with Civil Source by 166 working days to approximately June 30, 2017, and provide additional compensation in the amount of \$50,302.00; and

WHEREAS, funding for this expenditure have been allocated in the Municipal Water Department's 2016-2017 Fiscal Year budget.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to execute an amendment to the professional services agreement for provision of construction management and inspection services on the Watermain Replacement Project 170W with Civil Source, Inc. to extend the term of the agreement through June 30, 2017 and provide additional compensation in the amount of Fifty Thousand Three Hundred Two Dollars (\$50,302.00) to allow for completion of the scope of work for this Project.

SECTION 2. That a purchase order in the amount of Fifty Thousand Three Hundred Two Dollars (\$50,302.00) is authorized to be established on behalf of Civil Source, Inc.

SECTION 3. That funds in the amount of Fifty Thousand Three Hundred Two Dollars (\$50,302.00) have been allocated in the Municipal Water Department's 2016-2017 Fiscal Year budget in Account No. 5003-880-000-4241.

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

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

ADOPTED this _____ day of _____, 2017.

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 _____, 2017.

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

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
CIVIL SOURCE, INC.**

[Watermain Replacement Project – 170W]

This **FIRST 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 **CIVIL SOURCE, INC.** (hereinafter referred to as “**CONSULTANT**”).

RECITALS

WHEREAS, the Municipal Water Department (“Department”) is in the process of rehabilitating and replacing the 28 miles of pipelines identified by the 2008 Master Waster Study; and

WHEREAS, the current Watermain Replacement Project 170W (“Project”) started construction on February 2016 with Phase I; and

WHEREAS, after starting the first exploratory excavations it was discovered that the soils and treated base for the Alameda west road-way portion of Phase I contained high concentrations of petroleum by products and heavy metals; such as arsenic, barium, vanadium and others; that pose a health safety hazard if not handled appropriately by certified personnel; and

WHEREAS, given the considerable monetary value of any proposed change order due to the extent of the area affected by the contaminated soils, staff decided to temporarily cease work on Phase I and rather directed the start of work on the next scheduled Phases of the Project; and

WHEREAS, during the execution of Phases II and III for this Project the construction contractor accumulated a significant amount of unauthorized working days due to size reduction of construction crews and personnel changes affecting customary productivity rates for pipe laying and other activities, resulting in a total of fifty (50) unauthorized days being subtracted from the ninety five (95) working days originally allocated for Phase I on the notice to proceed; and

WHEREAS, on November 25, 2014, pursuant to Resolution No. 24,048, the City Council authorized a professional services agreement with the Consultant (“Civil Source, Inc.”) to provide construction management and inspection services for the Watermain Replacement Project 170W Phases I, II and III in the amount of \$321,061.00; and

WHEREAS, due to all the aforementioned activities, which has delayed the completion of the Project, there is a need to extend the construction management and inspection services contract term with the Consultant by 166 working days to approximately June 30, 2017, and provide additional compensation in the amount of \$50,302.00; and

WHEREAS, Section 25 of the original Agreement authorizes the amendment of the Agreement by written document executed by both parties thereto and approval of the City Attorney; and

WHEREAS, by Resolution No. _____, adopted on the ___ day of _____, 2017, the City Council authorized the City Manager to amend the professional services agreement with Civil Source, Inc. to extend the term of the contract and increase the contract price.

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

AMENDMENTS

1. The parties agree to amend **Section 1 – Services to be Rendered by Consultant** of the original Agreement to expand the scope of services to be provided by Consultant to include the following (and continue the provision of construction management and inspection services described in the original Agreement):

- a. Perform design revisions to plans, specifications and cost estimate prior to bidding.
- b. Prepare updated bid package and assist City in bidding phase including attending pre-bid conference and response to bidder questions.
- c. Additional work due to unknown utilities throughout Project.
- d. Additional work to perform tie-ins in Phase II due to incorrect details/depiction.
- e. Additional working days due to construction contractor progress exceeding contract duration.

As indicated in Consultant's **Proposal Letter** titled "**Waterline Replacement Job #170W**", dated December 14, 2016, which is attached hereto and incorporated herein.

2. The parties agree to amend **Section 2 – Duration of Contract** of the original Agreement to extend the term of the Agreement for a period of One Hundred Sixty Six Working Days from the original completed date of October 27, 2016 to approximately June 30, 2017, unless terminated earlier as provided therein.

3. The parties agree to amend **Section 3 -- Compensation** of the original Agreement to revise the maximum amount of compensation payable to Consultant for services performed and completed pursuant to the Agreement by providing additional compensation for the additional services provided and performed in the not-to-exceed amount of **Fifty Thousand Three Hundred and Two Dollars (\$50,302.00)**.

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

First Amendment to Professional Services Agreement – Civil Source, Inc.
Watermain Replacement Project #170W
Water Dept./Resolution No. _____

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

CIVIL SOURCE, INC./CONSULTANT

Dated: _____ By _____
Amy Amirani, Principal-In-Charge

CITY OF COMPTON
Recommended for Approval:

By _____ Dated: _____
Kenneth Holcomb, (Interim), General Manager
Compton Municipal Water Department

Approved by:

Dated: _____ By _____
Cecil W. Rhambo, Jr., City Manager

Approved as to form:

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

ATTEST:

Dated: _____ By _____
Alita Godwin, City Clerk


 CivilSource

December 14, 2016

Glen Kau, Director of Public Works
 City of Compton
 205 S Willowbrook Ave
 Compton, CA 90220

Subject: **Waterline Replacement Job #170W**

Dear Glen,

CivilSource, Inc. (CivilSource) respectfully submits this project budget amendment request for a total of **\$50,302** for additional services required for the completion of the subject project.

These additional costs are due to additional scope of work that are not shown on contract plans, as well as CivilSource being tasked to perform additional design and drafting services prior to bidding of the project. Following is a partial list of additional works:

- a. Perform design revisions to plans, specifications and cost estimate prior to bidding.
- b. Prepare an updated bid package and assist City in bidding phase including attending pre-bid conference and response to bidder questions.
- c. Additional work due to unknown utilities throughout the project
- d. Additional work to perform tie-ins in Phase II due to incorrect details/utility depiction.
- e. Additional working days due to Contractor's progress exceeding contract duration.

The above issues resulted in an increase in cost and time than originally budgeted.

The additional services required are based on the following:

1. Anticipated completion date of Phase III is December 20, 2016. Phase I start date is December 15, 2016 and the duration is 90 working days.
2. Total working days required as of December 1, 2016 is 101 working days. Based on 40 hours inspection and 10 hours construction management services per week.

Description	Hours	Rate	Total
Total construction management hours required	182	\$ 145.00	\$ 26,390
Total inspection hours required	648	\$ 94.00	\$ 60,912
Remaining services as of January 1,			\$ 87,302

#10.

2017			
Projected Remaining balance of original contract as of November 30, 2016			\$ 37,000
Total additional services			\$ 50,302

Please know that we do not take this request lightly and, that we do not submit such requests unless the conditions of the project have changed, making it infeasible for us to provide the required services within the original budget proposal. We greatly appreciate your consideration of this matter and we thank you for the opportunity to work with the City. Should you have any questions or require additional information, please contact me at (949) 585-0477 or via email at amy@civil-source.com.

Respectfully submitted,



Amy Amirani, P.E.
Principal

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Water Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH CIVIL SOURCE INC. TO EXTEND THE CONTRACT TERM AND INCREASE THE CONTRACT PRICE TO PROVIDE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR PHASE I OF WATERMAIN REPLACEMENT PROJECT 170W (\$50,302.00)

Kenneth Holcomb
DEPARTMENT MANAGER’S SIGNATURE

3/14/2017 4:59:32 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/20/2017 3:00:54 PM
DATE

Brandon Mims
CITY CONTROLLER

3/16/2017 4:09:51 PM
DATE

Cecil Rhambo
CITY MANAGER

3/16/2017 3:33:05 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.

March 28, 2017

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: HONORABLE CITY TREASURER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING AUTHORIZED SIGNATURES ON CERTAIN
ACCOUNTS AND NAMING CERTAIN CITY EMPLOYEES AS
AUTHORIZED SIGNATORIES ON THOSE ACCOUNTS**

SUMMARY

All prior resolutions adopted by the City Council authorizing specified City employees to sign on certain accounts shall be rescinded and the list of authorized City employees established to reflect those employees who shall be designated as authorized signatories.

BACKGROUND

On January 3, 2017, the City Council adopted Resolution No. 24,503, which identified certain City employees as authorized signatories to sign checks and/or warrants on behalf of the City of Compton. As of March 2017 one of the authorized City employees is no longer employed with the City.

STATEMENT OF ISSUE

Due to recent personnel changes, the current list of designated City employees authorized to be signatories on certain City accounts (as authorized by Resolution No. 24,503) requires revision; more specifically, to add the new City Controller and delete the former interim City Controller.

ALTERNATIVE

No alternative is suggested. The requested action is required for conducting the City's business.

FISCAL IMPACT

None.

#11.

Staff Report –
Revise List of Authorized Employee Signatories
March 28, 2017, page 2

RECOMMENDATION

Staff recommends that the Council adopt the attached Resolution.

DOUGLAS SANDERS
CITY TREASURER

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AUTHORIZED SIGNATURES ON CERTAIN ACCOUNTS AND NAMING CERTAIN CITY EMPLOYEES AS AUTHORIZED SIGNATORIES ON THOSE ACCOUNTS

WHEREAS, Section 701 of the Compton City Charter the City Treasurer shall be the custodian of all public funds belonging to or under the control of the City, or of any office, department or agency thereof, and to that end shall have power and be required to receive and have custody of all monies receivable by the City from any source and deposit all monies received in such depositories as may be designated by resolution of the City Council and in compliance with all of the provisions of the State Constitution and laws of the State, governing the handling, depositing and securing of public funds; and

WHEREAS, on January 3, 2017, the City Council adopted Resolution No. 24,503, which identified certain City employees as authorized signatories to sign checks and/or warrants on behalf of the City of Compton, however, as the need arises it may become necessary to revise and update this list for various reasons; and

WHEREAS, due to recent personnel changes, the list of designated City employees authorized to be signatories on certain City accounts requires revision; more specifically, to add the new City Controller and delete the former Interim City Controller; and

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

Section 1. That all prior resolutions adopted by the Council authorizing specified City employees to sign on certain accounts is hereby rescinded and declared null and void.

Section 2. That the following list of designated City employees is hereby authorized to sign on the accounts listed in Section 3, below:

GROUP I (Department of the Treasurer):

- A. Douglas Sanders, City Treasurer
or
- B. Claudia Mijares, Chief Deputy Treasurer
or
- C. Ralph Salgado, Deputy Treasurer

and

GROUP II (Department of the Controller):

- D. Nita McKay, City Controller
or
- E. Brandon Mims, Deputy City Controller (Interim)
or
- F. Jocelyn Logan, Accountant I

Each check and/or warrant must have two (2) signatures and must be a combination of one (1) signature of each group.

GROUP I: Authorized signers A, B and C
GROUP II: Authorized signers D, E, and F

Section 3. That the persons in Section 2 of this Resolution are authorized to sign on the following accounts:

- A. City of Compton - General City
- B. City of Compton - Payroll Account
- C. City of Compton - Careerlink
- D. City of Compton - Community Development Block Grant
- E. City of Compton - Workers Compensation
- F. City of Compton - Liability Account
- G. City of Compton - Emergency Medical Service
- H. City of Compton - Police Drug/Property Forfeiture
- I. City of Compton - COPS Grant Weed and Seed
- J. City of Compton - Prop C
- K. City of Compton - Home Program
- L. City of Compton - Sewer Bond Proceeds
- M. City of Compton - Regional Park
- N. City of Compton - Section 108 HUD Fund
- O. City of Compton - Compton Creek Master Plan
- P. City of Compton - Change Fund
- Q. City of Compton - Parking Violations
- R. City of Compton - Residential Rehabilitation
- S. City of Compton - Utilities Billing
- T. City of Compton - Demonstration Rental
- U. City of Compton - Formal Insurance
- V. City of Compton - Neighborhood Improvement
- W. City of Compton - Measure R Fund
- X. City of Compton - Prop A
- Y. City of Compton - Local Housing Authority ADMIN FEES
- Z. City of Compton - Local Housing Authority PORT-IN
- AA. City of Compton - Housing Authority
- BB. City of Compton - Public Finance Authority
- CC. City of Compton - Family Self Sufficiency
- DD. City of Compton - Air Quality Improvement Trust
- EE. City of Compton - PERS Account
- FF. City of Compton - CSCDA Delinquent Tax
- GG. City of Compton - Low & Moderate Income Housing Asset Fund
- HH. City of Compton - Building & Safety Department Business License

Section 4. That the City Clerk shall certify sufficient copies for the City Treasurer to transmit certified copies to each and every appropriate depository.

Section 5. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Treasurer and the City Clerk.

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

ADOPTED this ____ day of _____, 2017.

RESOLUTION NO. _____
Page 3

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 L. Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by City Council of the City of Compton, signed by the Mayor and attested by the Clerk at a regular meeting thereof held on the ____ day of _____, 2017.

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

WARRANTS APPROVED BY COUNCIL

<u>Warrant #</u>	<u>Date</u>	<u>Name</u>	<u>Services Provided</u>	<u>Amount</u>	<u>Amount Paid Year to Date</u>
238678	3/23/17	CA Contract Cities Assoc	Registration fees to CA Contract Cities Association	\$1,800.00	\$6,890.00
Requested by City Manager					
238681	3/23/17	Image Management Systems INC	Document conversion, indexing and imaging	\$1,376.84	\$32,877.42
Requested by City Controller					
238682	3/23/17	Knorr Systems Inc	Labor and travel for servicing mower	\$345.60	\$16,345.59
Requested by Parks & Recreation					
238685	3/23/17	Matt Chlor INC	Purchase, delivery, and labor of bulk chemicals	\$508.03	\$13,748.03
Requested by Parks & Recreation					
238687	3/23/17	Corina Pleasant Dba Cookiegal Catering	Catering luncheon for Commission for Women	\$2,335.22	\$9,766.01
Requested by City Manager					

I hereby certify that the above demands in the amount of **\$10,198.15** were approved at a regular meeting of the City Council and reject _____ as of March 28, 2017.

Council Member

Council Member

City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on March 28, 2017 allowed the above demands.

Alita Godwin
City Clerk

Welcome, KIM POWELL. You are currently logged in as an administrator.

California Contract Cities Annual Municipal Seminar - "Strength In Numbers"

View Confirmation for: JANNA ZURITA ▼

Download the mobile app for this event: <https://crowd.cc/s/wjmI>



General Options

Name:

JANNA ZURITA

Email:

jzurita@comptoncity.org

Title:

DISTRICT 1 COUNCILWOMAN

Organization:

CITY OF COMPTON

Address:

205 S. WILLOWBROOK AVE

COMPTON, California 90220

Confirmation Number:

G3NMSBZCMYC (needed to modify your registration)

Event Title:

California Contract Cities Annual Municipal Seminar - "Strength In Numbers"

Location:

Renaissance Indian Wells Resort & Spa

44400 Indian Wells Lane

Indian Wells, California 92210

USA

Date:

05/10/2017

Time:

4:00 PM

Okay to Pay

[Signature] 3/20/17

Current Registration Details

Order Summaries

Order

Date	Type	Invoice #	Amt Ordered	Amt Paid	Amt Due
03/15/2017 12:07 PM PT	offline order	ALT17-032017-0241	\$600.00	\$0.00	\$600.00
Total:			\$600.00	\$0.00	\$600.00

Payment Details

Welcome, KIM POWELL. You are currently logged in as an administrator.

California Contract Cities Annual Municipal Seminar - "Strength In Numbers"

View Confirmation for: TANA MC COY

Download the mobile app for this event: <https://crowd.cc/s/wjmI>



General Options

Name:
TANA MC COY

Email:
tmccoy@comptoncity.org

Title:
DISTRICT 3 COUNCILWOMAN

Organization:
CITY OF COMPTON

Address:
205 S. WILLOWBROOK AVE

COMPTON, California 90220

Confirmation Number:
N4NDP2B5GMY (needed to modify your registration)

Event Title:
California Contract Cities Annual Municipal Seminar - "Strength In Numbers"

- Location:
Renaissance Indian Wells Resort & Spa

44400 Indian Wells Lane

Indian Wells, California 92210

USA

Date:
05/10/2017

Time:
4:00 PM

Okay to Pay
[Signature] 5/20/17

Current Registration Details

Order Summaries

Order

Date	Type	Invoice #	Amt Ordered	Amt Paid	Amt Due
03/15/2017 12:07 PM PT	offline order	ALT17-032017-0242	\$600.00	\$0.00	\$600.00
Total:			\$600.00	\$0.00	\$600.00

Payment Details

Welcome, KIM POWELL. You are currently logged in as an administrator.

California Contract Cities Annual Municipal Seminar - "Strength In Numbers"View Confirmation for: **EMMA SHARIF** ▼Download the mobile app for this event: <https://crowd.cc/s/wjmI>**General Options****Name:**

EMMA SHARIF

Email:

esharif@comptoncity.org

Title:

DISTRICT 4 COUNCILWOMAN

Organization:

CITY OF COMPTON

Address:

205 S. WILLOWBROOK AVE

COMPTON, California 90220

Confirmation Number:**HBNDRRG7MF4** (needed to modify your registration)**Event Title:**

California Contract Cities Annual Municipal Seminar - "Strength In Numbers"

Location:

Renaissance Indian Wells Resort & Spa

44400 Indian Wells Lane

Indian Wells, California 92210

USA

Date:

05/10/2017

Time:

4:00 PM

Okay to Pay
[Signature] 3/20/17

Current Registration Details**Order Summaries****Order**

Date	Type	Invoice #	Amt Ordered	Amt Paid	Amt Due
03/15/2017 12:07 PM PT	offline order	ALT17-032017-0243	\$600.00	\$0.00	\$600.00
Total:			\$600.00	\$0.00	\$600.00

Payment Details

#12.



Image Management Systems, Inc.

981 WEST ROSECRANS AVENUE
COMPTON, CA 90222-3823
(310) 669-9200

INVOICE

INVOICE INVOICE DATE

8251

Feb 1, 2017

CUSTOMER ORDER NO.

24,091

SOLD TO

COMPTON CITY HALL
CONTROLLER'S OFFICE
205 S. WILLOWBROOK AVENUE
COMPTON, CA 90220
USA

SHIP TO

COMPTON CITY HALL
CONTROLLER'S OFFICE
205 S. WILLOWBROOK AVENUE
COMPTON, CA 90220
USA

DESCRIPTION

QUANTITY

PRICE

AMOUNT

100	IMAGING VD WARRANTS	108	0.10	10.80
111	INDEXING	45	0.08	3.60
120	DOCUMENT PREPARATION	108	0.03	3.24
150	PDF CONVERSION/INDEXING	108	0.05	5.40
135	MAINTENANCE	1	125.00	125.00

Controller's Office

2017 FEB - 1 PM 3:30

OK TO PAY

3/16/17

Paid By	
V#	00348613
PO #	1701163
A/C #	100105-10004217
A/C #	

REMARKS:

DOCUMENT IMAGES AT YOUR FINGER-TIPS!

Subtotal
Sales Tax

\$ 148.04

TERMS:

PAY THIS
TOTAL AMOUNT

\$ 148.04



Image Management Systems, Inc.

981 WEST ROSECRANS AVENUE
COMPTON, CA 90222-3823
(310) 669-9200

INVOICE

INVOICE INVOICE DATE

8275

Feb 15, 2017

CUSTOMER ORDER NO.

24,091

SOLD TO

COMPTON CITY HALL
CONTROLLER'S OFFICE
205 S. WILLOWBROOK AVENUE
COMPTON, CA 90220
USA

SHIP TO

COMPTON CITY HALL
CONTROLLER'S OFFICE
205 S. WILLOWBROOK AVENUE
COMPTON, CA 90220
USA

DESCRIPTION

QUANTITY

PRICE

AMOUNT

100	IMAGING AP WARRANTS	3462	0.10	346.20
111	INDEXING	485	0.08	38.80
120	DOCUMENT PREPARATION	3462	0.03	103.86
150	PDF CONVERSION/INDEXING	3462	0.05	173.10
135	MAINTENANCE	1	125.00	125.00

OIC TO PAY

slip n

Paid By

V#

PO #

A/C #

A/C #

00398613

17-01143

LISTED

REMARKS:

DOCUMENT IMAGES AT YOUR FINGER-TIPS!

Subtotal
Sales Tax

\$ 786.96

TERMS:

PAY THIS
TOTAL AMOUNT

\$ 786.96

#12.



Image Management Systems, Inc.

981 WEST ROSECRANS AVENUE
COMPTON, CA 90222-3823
(310) 669-9200

INVOICE

INVOICE INVOICE DATE

8298

Mar 1, 2017

CUSTOMER ORDER NO.

24,091

SOLD TO

COMPTON CITY HALL
CONTROLLER'S OFFICE
205 S. WILLOWBROOK AVENUE
COMPTON, CA 90220
USA

SHIP TO

COMPTON CITY HALL
CONTROLLER'S OFFICE
205 S. WILLOWBROOK AVENUE
COMPTON, CA 90220
USA

DESCRIPTION

QUANTITY

PRICE

AMOUNT

100	IMAGING AP WARRANTS	1630	0.10	163.00
111	INDEXING	293	0.08	23.44
120	DOCUMENT PREPARATION	1630	0.03	48.90
150	PDF CONVERSION/INDEXING	1630	0.05	81.50
135	MAINTENANCE	1	125.00	125.00

OK TO PAY
[Signature]
3/14/17

Paid By	AN
V#	003981213
PO #	17-01163
A/C #	157ED
A/C #	(F)

REMARKS:

DOCUMENT IMAGES AT YOUR FINGER-TIPS!

Subtotal
Sales Tax

\$ 441.84

TERMS:

PAY THIS
TOTAL AMOUNT

\$ 441.84

INVOICE**KNORR SYSTEMS, INC.**

2221 Standard Ave., Santa Ana, CA 92707 * (714)754-4044 * FAX (714)754-1405

INVOICE NUMBER: PWSVI-2079

INVOICE DATE: 12/15/16

PAGE: 1

SOLD TO:			SHIP TO:	
CITY OF COMPTON ANTHONY CARTWRIGHT PARKS & RECREATION 1108 N. OLEANDER AVENUE COMPTON, CA 90222			CITY OF COMPTON GONZALES PARK AQUATIC CENTER 1101 W. CRESSEY ST COMPTON, CA 90222	
CUSTOMER ID	CUSTOMER PO		PAYMENT TERMS	
C2071	MARVIN HUNT		NET 30	
SALES REP ID	SHIPPING METHOD		SHIP DATE	DUE DATE
73			11/28/16	01/14/17
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
1.65	151PWL	STRANTROL SYS 4		
		JOHN D. - PW LABOR	144.00	237.60
1.5	151TH	JOHN D. -TRAVEL (HOURS)	72.00	108.00

Paid By	<i>AK</i>
V#	10005223
PO #	17-01164
A/C #	1001.84.0000.4234
A/C #	(IF)

Marvin Hunt
OK TO PAY

All returns must be accompanied by an authorization number and shipped freight prepaid or it will not be accepted. RETURNS WILL BE SUBJECT TO A MINIMUM 20% RESTOCK CHARGE AND MUST BE RETURNED WITHIN 30 DAYS OF RECEIPT OF ORDER

WARNING - PROPOSITION 65 COMPLIANCE STATEMENT:

IT IS THE RESPONSIBILITY OF THIS BUSINESS TO WARN ITS CUSTOMERS THAT PRODUCTS SOLD OR USED ON ITS PREMISES MAY CONTAIN CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER OR BIRTH DEFECTS. MATERIAL SAFETY DATA SHEETS (MSDS) AVAILABLE UPON REQUEST.

Subtotal: 345.60
Freight: 0.00
Invoice Discount: 0.00
Total Sales Tax: 0.00

TOTAL DUE: \$ 345.60

#12.

FOLLOW US ON:

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www.twitter.com/MATTCHLOR

www.yelp.com/biz/matt-chlor-inc-el-monte

Matt-Chlor, Inc.
Water Treatment Specialists
4107 North Arden Drive
El Monte, CA 91731-1901

Billing Questions: 626-443-5034 Ext. 202 / Email: jessie@mattchlor.com

Austin Texas Phone: 512-506-8446

Fax # 626-443-2226

Website: www.mattchlor.com

Invoice

Invoice Date	Invoice Number
1/23/2017	18055

Bill To

Compton, City of
Parks & Recreation
Dollar Hide Center
301 North Tamarind
Compton, CA 90222

Ship To

Gonzales Aquatic Center
1101 West Cressey
Compton, CA
Receiving Hours: 9:00 AM-3:00 PM
Marvi 562-213-2289 call ½ before arriving

***REVISED SALES TAX**
discard previously mailed invoice

PO And/Or Job ...	Monthly Delivery	Order by & Phone #	Marvin 562-213-2289
-------------------	------------------	--------------------	---------------------

Terms	Due Date	Ship Via	FOB	Job Location: County	Job Location: City	Zip Code
Net 30	2/22/2017	Delivered	MFG Dock	Los Angeles	Compton	90222

Qty. Ordered	Qty. Shipped	Qty. B/O	Item	Description	Unit	Extended
60	60	0	45-1HC	1/12/17: Chemical was delivered Bulk Chlorine -Sodium Hypochlorite 12.5%	2.60	156.00
90	90	0	45-1HC	Minimum Order not Met Note: Minimum order is 150 gallons.	2.60	234.00
1	1	0	Freight Sales	*To avoid extra fees please contact us a week in advance to skip monthly delivery. A charge will be added per attempt or same day cancellation Freight Charge	5.00	5.00

Paid By	<i>[Signature]</i>
V#	00153510
PO #	17-01159
A/C #	1001-84.0000-4034
A/C #	

TERMS: 1. All past due accounts are subject to a service/late charge at the highest legal rate.
2. If any invoice is not paid, the buyer agrees to pay all costs, including attorney's fees, collection fees and court costs.
3. No returns accepted without authorization.
4. All returns are subject to a restocking charge.
5. All cancellations are subject to a cancellation charge.
6. Open and inspect all orders immediately. Damage or shortage claims cannot be considered later than five days after shipment.
7. We accept Visa, MasterCard, American Express, & Discover
8. \$25.00 fee will be billed on any returned checks (Due to NSF or for any other reason)

OK TO PAY

Sale Amount	\$395.00
Sales Tax (9.75%)	\$38.03
Total	\$433.03
Payments/Credits	\$0.00
Balance Due	\$433.03

FOLLOW US ON:

www.facebook.com/MattChlor
 www.twitter.com/MATTCHLOR
 www.yelp.com/biz/matt-chlor-inc-el-monte

Matt-Chlor, Inc.
Water Treatment Specialists
 4107 North Arden Drive
 El Monte, CA 91731-1901

Billing Questions: 626-443-5034 Ext. 202 / EMail: jessie@mattchlor.com

Austin Texas Phone: 512-506-8446

Fax # 626-443-2226

Website: www.mattchlor.com

#12.**Invoice**

Invoice Date	Invoice Number
2/24/2017	18193

Bill To

Compton, City of
 Parks & Recreation
 Dollar Hide Center
 301 North Tamarind
 Compton, CA 90222

Ship To

Gonzales Park Aquatic Center
 1101 West Cressey
 Compton, CA
 Call ½ before- Marvin 562-213-2289
 Receiving Hours: 9:00 PM-3:00 P

PO And/Or Job ...	Order by Phone #	Marvin
-------------------	------------------	--------

Terms	Due Date	Ship Via	FOB	Job Location: County	Job Location: City	Zip Code
Net 30	3/26/2017	Service Work	N/A	Los Angeles	Compton	90222

Qty. Ordered	Qty. Shipped	Qty. B/O	Item	Description	Unit	Extended
1	1	0	Labor C-1	2/24/17: Delivery Attempted- Tanks Full	75.00	75.00
Paid By <i>[Signature]</i> V# 00153510 PO # 17-01159 A/C # LISTED A/C # (F) <i>[Signature]</i> OK TO PAY						

- TERMS:**
1. All past due accounts are subject to a service/late charge at the highest legal rate.
 2. If any invoice is not paid, the buyer agrees to pay all costs, including attorney's fees, collection fees and court costs.
 3. No returns accepted without authorization.
 4. All returns are subject to a restocking charge.
 5. All cancellations are subject to a cancellation charge.
 6. Open and inspect all orders immediately. Damage or shortage claims cannot be considered later than five days after shipment.
 7. We accept Visa, MasterCard, American Express, & Discover
 8. \$25.00 fee will be billed on any returned checks (Due to NSF or any other reason)

Sale Amount	\$75.00
Sales Tax (9.75%)	\$0.00
Total	\$75.00
Payments/Credits	\$0.00
Balance Due	<i>[Signature]</i> \$75.00

Invoice Details

Print/PDF

☒ Pay amount due \$2,335.22

☐ Pay \$

Pay Now

This invoice was edited on Mar 17, 2017 at 10:35 AM PDT

Paid By	AN
V#	10000179
PO #	7-01116
A/C #	1001-40-0003-4238 (1,200.00)
A/C #	1001-40-0004-4238 (1135.22)

(F)

INVOICE

Cookiegal Catering

Corina Pleasant

1809 e. Ezmirlian street Compton, Ca.

Compton, CA 90221

United States

cookiegalc@gmail.com

Invoice #: 00096

Invoice date: Mar 16, 2017

 Amount due:
\$2,335.22

Bill To:

Dmkenney@comptoncity.org

Description	Quantity	Price	Amount
baked chicken	1	\$0.00	\$0.00
2 pieces per guests			
rice pilaf	1	\$0.00	\$0.00
garden salad	1	\$0.00	\$0.00
Spring mix with cucumbers and tomatoes Italian or ranch dressing			
dinner roll	1	\$0.00	\$0.00*
Beverage station provided at no cost to organization			
Lemonade, iced tea, and spa water	1	\$0.00	\$0.00
service fee/setup/clean up surcharge	1	\$65.00	\$65.00
Cost per guest	150	\$13.00	\$1,950.00*
fresh seasonal fruit platter			
Feeds 30-40 guests	4	\$32.00	\$128.00*
Subtotal			\$2,143.00
Shipping			\$0.00
CA tax (9%)			\$0.00
California (9.25%)			\$192.22
Total			\$2,335.22 USD

*Taxable item

Okay to Pay

Notes

Terms and Conditions

WARRANTS APPROVED BY COUNCIL

<u>Warrant #</u>	<u>Date</u>	<u>Name</u>	<u>Services Provided</u>	<u>Amount</u>	<u>Amount Paid Year to Date</u>
238618	3/16/17	Yvonda Una Pleasant	Catering for Dollarhide Black Histroy event	\$3,407.95	\$5,390.05
Requested by Parks & Recreation					
238604	3/16/17	Best Restoration Services INC	Emergency board up services	\$2,750.00	\$125,758.01
Requested by Building & Safety					
238628	3/16/17	TAJ Trading Corporation	Office furniture	\$3,261.28	\$12,479.57
Requested by City Manager					
238669	3/21/17	South Coast Air Quality Management District	Permit fee for discretionary permit projects	\$778.92	\$4,782.01
Requested by Water					

I hereby certify that the above demands in the amount of **\$10,198.15** were approved at a regular meeting of the City Council and reject _____ as of March 28, 2017.

Council Member

Council Member

City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on March 28, 2017 allowed the above demands.

Alita Godwin
City Clerk

INVOICE

Yvonda Pleasant
1809 e. Ezmirlian street Compton, Ca.
Compton, CA 90221
United States

cookiegalc@gmail.com

Invoice #: 00094
Invoice date: Feb 21, 2017
Due date: Feb 24, 2017

Amount due:
\$3,407.95

Bill To:

Arelf@comptoncity.org

Description	Quantity	Price	Amount
Fried chicken 2 pieces per guest	1	\$0.00	\$0.00
Macaroni and cheese	1	\$0.00	\$0.00
Collard greens	1	\$0.00	\$0.00
Corn bread	1	\$0.00	\$0.00
Cost per guest	220	\$13.00	\$2,860.00
Service charge Preperation, set up and breakdown of food service table	1	\$260.00	\$260.00
Subtotal			\$3,120.00
CA tax (9%)			\$23.40
California (9.25%)			\$264.55
Total			\$3,407.95 USD

Notes

Services for black history month program on 2-25-17. Category will not be supplying plates, napkins, or cutlery for the event. Food to be served at 12pm

Terms and Conditions

Payment must be recieved upon services rendered or a percentage of 10% will be added to the original invoice.

Paid By	AN
V#	10008433
PO #	17-01143
A/C #	LISTED
A/C #	Various (F)

#13.

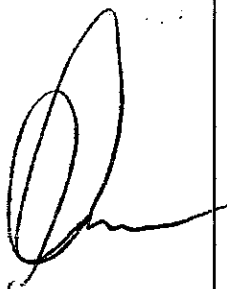
**INVOICE**

DATE	INVOICE #
3/10/2017	8938

BILL TO
BUILDING AND SAFETY DEPT C/O BY CITY OF COMPTON ATTN: JERRY DURANT 205 WILLOWBROOK AVE COMPTON, CA 90220

JOB LOCATION
937 W 131 ST COMPTON, CA

FED TAX I.D.	TERMS	DUE DATE
95-4754384	Due on receipt	3/10/2017

SERVICED	DESCRIPTION	QTY	RATE	AMOUNT
3/9/2017	Clean up services Trash and weeds abatement Pair V# PO # A/C A/C AN 1 0004400 17-01153 1001-77-0000-4268 X 		1,350.00	1,350.00
Thank you for your business.			Total	\$1,350.00
14727 Hawthorne Blvd., Lawndale, CA 90260 (310) 676-2161 (310) 676-2167 fax			Payments/Credits	\$0.00

PAID
CK. NO.
DATE

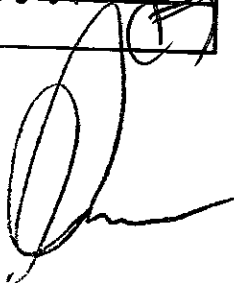
**INVOICE**

DATE	INVOICE #
3/10/2017	8939

BILL TO
BUILDING AND SAFETY DEPT C/O BY CITY OF COMPTON ATTN: JERRY DURANT 205 WILLOWBROOK AVE COMPTON, CA 90220

JOB LOCATION
713 S PEARL COMPTON, CA

FED TAX I.D.	TERMS	DUE DATE
95-4754384	Due on receipt	3/10/2017

SERVICED	DESCRIPTION	QTY	RATE	AMOUNT
3/10/2017	Clean up services 19 Windows 2 Doors Grass and weeds abatement V#10004422 PO #17-01155 A/C #LISTED A/C # PAID CR. NO. DATE X 		1,400.00	1,400.00

Thank you for your business.

Total

\$1,400.00

14727 Hawthorne Blvd., Lawndale, CA 90260
(310) 676-2161 (310) 676-2167 fax

Payments/Credits

\$0.00

Balance Due

\$1,400.00

#13.



QUOTE

Page 1 of 1

Quote Number: 0005303
Quote Date: 01/30/17
Customer PO: MARIO HERNANDEZ
Account Number: 2000-0
Salesperson: T A J.

T.A.J. Office & School Supply

11410 LONG BEACH BLVD Lynwood, CA 90262
Ph: (310) 763-5072 Fax: (310) 763-5260

Bill To:

THE CITY OF COMPTON
CITY MANAGERS OFFICE
205 SOUTH WILLOWBROOK AVENUE
COMPTON CA 90220

Ship To:

000
CITY OF COMPTON
CITY MANAGERS OFFICE
205 S. WILLOWBROOK AVENUE
COMPTON CA 90220

Buyer Phone: (310) 605-3080
Fax:
Route/Seq: /0

Line	Item Number	Description	UOM	Qty	List Price	Price	Total
1	SML87788	SAMSONITE CHAIR BLACK LEATHER FULL 5 YEAR WARRANTY ON ALL PARTS. PATEN LEATHER, FIRE RETARDANT LEATHER	EA	11	0.00	272.00	2,992.00

Paid By	AN
V#	10005299
PO #	17-01147
A/C #	1001-51 0000-4218 (F)
A/C #	

Okay to Pay

[Signature] 3/9/17

QUOTE GOOD FOR 30 DAYS

Subtotal	2,992.00
Shipping	0.00
Sales Tax	269.28
Total	3,261.28

SCAQMD Permit Processing Fees Portal

Hide Tooltip

Fee Sheet

Below are the permit fees calculated based on the information entered. Click the "Print" button to print the Fee Sheet for your records.

Print

Restart

Permit Unit

IC Engine, Emergency, 51 - 500 HP

\$778.92

Summary

Permit Fees	\$778.92
Expedited Processing Fees	\$0.00
Higher Fees	\$0.00
Small Business Discount	\$0.00
Total:	\$778.92



**Signature of Representative
for Payment by the Water Department**

Back

Generate Voucher

