

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, February 20, 2018 5:30 PM

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

1. RECOGNITION - Karen Collins-Lewis -Creator of the African American Miniature Museum(Mayor Aja Brown)

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

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

2. INVESTMENT REPORT- December 2017 (Receive/File)

CITY FIRE DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR BEST BUY FOR BUSINESS FOR THE PURCHASE OF TWELVE (12) DESKTOP COMPUTERS FOR THE FIRE DEPARTMENT (\$17,377.92)

CITY TREASURER

4. 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

END CONSENT AGENDA

REGULAR AGENDA

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

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

MULTI-JURISDICTIONAL ASSOCIATION AND COMMITTEES
FOR CITY OF COMPTON REPRESENTATION

CITY MANAGER'S REPORT

6. A REQUEST FOR FEE WAIVER FOR DOLLARHIDE COMMUNITY CENTER TO HOST REPAST FOR MICAH WILLIAMS, DAUGHTER OF MICHAEL WILLIAMS (February 24, 2018)
7. A REQUEST FOR FEE WAIVER FOR BURRELL MACDONALD PARK COMMUNITY CENTER TO HOST REPAST FOR THE MOTHER OF RICHARD AND CLEO DAVIS (February 22, 2018)
8. POWER POINT PRESENTATION - COMPTON STREET IMPROVEMENT - PUBLIC WORKS DEPARTMENT

CITY ATTORNEY'S REPORTS

CLOSED SESSION

9. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
One Potential Case
Pursuant to California Government Code Section 54956.9(b)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Titles: City Manager and City Controller
Pursuant to California Government Code Section 54957

UNFINISHED BUSINESS

10. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA, AMENDING SECTION 21-1 OF CHAPTER XXI OF THE COMPTON MUNICIPAL CODE RELATING TO RECYCLING AND INTEGRATED WASTE MANAGEMENT (Second Reading)

NEW BUSINESS

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO VACATE A SECTION OF EXCESS PUBLIC RIGHT-OF-WAY, APPROXIMATELY 43 FEET BY 308 FEET, LOCATED ON THE EAST SIDE OF NORTH MONA BOULEVARD LOCATED ADJACENT TO 126 EAST ORIS STREET, IN COMPTON (STREET VACATION NO. 17-01), AND SETTING A CITY COUNCIL PUBLIC HEARING DATE, TIME AND LOCATION ON THE PROPOSED VACATION (March 20, 2018 at 5:35 p.m.)
12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO CONTRACT WITH AND ISSUE A PURCHASE ORDER TO ZOLL MEDICAL CORPORATION FOR THE PURCHASE AND MAINTENANCE OF FOUR (4) CARDIAC MONITORS FOR THE FIRE DEPARTMENT (\$131,085.49)
13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR GENERAL PUMP COMPANY FOR PROVISION OF WELL AND BOOSTER PUMP TECHNICAL AND MAINTENANCE SERVICES (\$77,000)
14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE EXISTING LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND VOLUNTEERS OF AMERICA OF LOS ANGELES FOR ADDITIONAL OFFICE SPACE AT THE NEIGHBORHOOD CENTER - 600 NORTH ALAMEDA STREET
15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR PALP, INC. DBA EXCEL PAVING COMPANY FOR THE STREET REHABILITATION PROJECT CDBG #13-01 (\$1,775,400)

APPROVAL OF WARRANTS

16. Warrant # - 243561 - Date - 2/8/18 - Name - Yale/Chase Equip and Srvc
INC - Services - Repair, removal, and replacement of fuel level gauge -
Amount - \$3,321.69 - Requested by: Water

Warrant # - 243649 - Date - 2/15/18 - Name - First American Title CO -
Services - Payment for First time homebuyer program - Amount - \$80,000.00
- Requested by: City Manager

Total Amount: \$83,321.69

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, February 27, 2018 @ 5:30 PM.

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

*View Meetings Live at
<http://www.comptoncity.org/officials/clerk/agendas/video.asp>*

FEBRUARY 20, 2018

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY TREASURER

SUBJECT: INVESTMENT REPORT

IN ORDER TO COMPLY WITH STATE LAW AND THE CITY'S INVESTMENT POLICY, THE ATTACHED REPORT ACCURATELY REFLECTS ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND THE SUCCESSOR AGENCY AS OF DECEMBER 31, 2017.

DOUGLAS SANDERS
CITY TREASURER



#2.

CITY OF COMPTON
Portfolio Management
Portfolio Summary
December 31, 2017

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Passbook/Checking Accounts -2	504,274.23	504,274.23	504,274.23	1.57	1	1	0.087	0.088
Local Agency Investment Funds	31,531,346.72	31,531,346.72	31,531,346.72	98.04	1	1	1.055	1.070
Managed Pool & Money Market Account	124,730.71	124,730.71	124,730.71	0.39	1	1	0.098	0.100
Investments	32,160,351.66	32,160,351.66	32,160,351.66	100.00%	1	1	1.036	1.051

Total Earnings December 31 Month Ending 33,222.36
Average Daily Balance 33,045,989.15
Effective Rate of Return 1.18%

This report reflects all pooled investments in conformity with the Investment Policy adopted by the City Council Gov Code 53646(b) (3). The monthly investment report must state the ability of the agency to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient cash funds may or may not be available. The investment program should provide sufficient cash to meet six months of estimated expenditures. As of December 31, 2017, the 6th month of the Fiscal Year 2017/2018, the General City Bank account and the LAIF accounts had an estimated total of \$26.4 million. At the time of this report period there was approximately \$2.2 million in large outstanding warrants to be paid to vendors. On December 20, 2017 the City received its portion of Property Tax revenue of \$10,670,495, and of that approximately \$6,547 million is for PERS. Our PERS balance was approximately \$13,227 million as of the date of this report period. As of the December meeting, the FOMC continues to contemplate the increase of interest rates. Yields continue to be low in less risky investment vehicles. The City chose not to do a new TRAns for 2017/2018 fiscal years. In the months of February and March 2018 the City has major bond debt service payments. The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA.

Treasury Rates as of 12/29/17

3 month T-Bill @ 1.3910%
6 month T-Bill @ 1.5240%
1 year T-Bill @ 1.7340%

DOUGLAS SANDERS, CITY TREASURER

2-14-18

Reporting period 12/01/2017-12/31/2017

Run Date: 02/14/2018 - 14:58

No fiscal year history available

CITY OF COMPTON

Portfolio Management

Portfolio Details - Investments

December 31, 2017

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Passbook/Checking Accounts -2												
5007	5007	Family Self Sufficiency			197,502.70	197,502.70	197,502.70	0.070	0.069	0.070	1	
4000	4000	Neighborhood Improvement			306,771.53	306,771.53	306,771.53	0.100	0.099	0.100	1	
	Subtotal and Average		504,114.82		504,274.23	504,274.23	504,274.23		0.087	0.088	1	
Local Agency Investment Funds												
6000	6000	General City			11,144,601.16	11,144,601.16	11,144,601.16	1.070	1.055	1.070	1	
6011	6011	SA Low Cost Housing			0.00	0.00	0.00		0.000	0.000	1	
6029	6029	Measure R			822,840.55	822,840.55	822,840.55	1.070	1.055	1.070	1	
6019	6019	EDA Revolving Loan			68,935.06	68,935.06	68,935.06	1.070	1.055	1.070	1	
6002	6002	Prop C			1,041,887.70	1,041,887.70	1,041,887.70	1.070	1.055	1.070	1	
6030	6030	PROP A			2,484,976.48	2,484,976.48	2,484,976.48	1.070	1.055	1.070	1	
6027	6027	River Mountain Conservancy			11,954.02	11,954.02	11,954.02	1.070	1.055	1.070	1	
6007	6007	Successor Agency General			6,047,336.59	6,047,336.59	6,047,336.59	1.070	1.055	1.070	1	
6003	6003	Sewer Bond Proceeds			842,419.10	842,419.10	842,419.10	1.070	1.055	1.070	1	
6022	6022	Regional Park			2,786,678.59	2,786,678.59	2,786,678.59	1.070	1.055	1.070	1	
2100	6021	Retirement Fund			6,279,717.47	6,279,717.47	6,279,717.47	1.070	1.055	1.070	1	
	Subtotal and Average		32,417,153.17		31,531,346.72	31,531,346.72	31,531,346.72		1.055	1.070	1	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt			124,197.15	124,197.15	124,197.15	0.100	0.099	0.100	1	
5005	5005	Rental Rehab Prg Money Market			203.28	203.28	203.28	0.060	0.059	0.060	1	
5003	5003	Residential Rehab Money Market			330.28	330.28	330.28	0.040	0.039	0.040	1	
	Subtotal and Average		124,721.16		124,730.71	124,730.71	124,730.71		0.098	0.100	1	
	Total and Average		33,045,989.15		32,160,351.66	32,160,351.66	32,160,351.66		1.036	1.061	1	

#2.

: 02/14/2018 - 14:58

Portfolio COMP
AC
PM (PRF_PMW) 7.3.0

Report Ver. 7.3.3b

**CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
DECEMBER 29, 2017**

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	261,622.55
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	15,700,482.61
1520	MEASURE R	BANK OF THE WEST	375,718.45
2000	PROP A	BANK OF THE WEST	308,372.00
4000	SA GENERAL	BANK OF THE WEST	3,301,964.43
1203	SA LOW COST HOUSING	BANK OF THE WEST	5,646,792.66
2100	PERS	BANK OF THE WEST	413,597.57
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	179,145.40
1001	COC - REGIONAL PARK	BANK OF THE WEST	-
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	197,502.70
2754-84-85	JTPA - CAREERLINK	BANK OF THE WEST	313,553.52
2805	HOME LOAN PROGRAM	BANK OF THE WEST	1,374,155.11
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	1,729,082.23
1022	POLICE DRUG PROPERTY FORFEITURE	BANK OF THE WEST	8,805.90
5116	BOND SEWER CONSTRUCTION FUND	BANK OF THE WEST	8,328.40
6400	LIABILITY	BANK OF THE WEST	51,209.15

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
DECEMBER 29, 2017

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
1001	COC - CHANGE FUND	BANK OF THE WEST	560.00
1900	PROP C	BANK OF THE WEST	726,738.55
6300	WORKERS COMP	BANK OF THE WEST	81,439.50
2820	HOUSING AUTHORITY	BANK OF THE WEST	1,124,716.81
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	524,315.00
1061	COPS GRANT WEED AND SEED	BANK OF THE WEST	3,996.34
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	290,250.40
1001	COC UTILITIES BILLINGS	BANK OF THE WEST	2,575,159.82

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Treasurer
RESOLUTION TITLE: INVESTMENT REPORT- December 2017 (Receive/File)

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

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

February 20, 2018

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR BEST BUY
FOR BUSINESS FOR THE PURCHASE OF TWELVE (12) DESKTOP
COMPUTERS FOR THE FIRE DEPARTMENT (\$17,377.92)**

SUMMARY

Adoption of this resolution will authorize the City Manager to issue a purchase order in the amount of Seventeen Thousand Three Hundred Seventy Seven Dollars and Ninety-Two Cents (\$17,377.92) for Best Buy For Business for the purchase of twelve (12) desktop computers, including extended hardware support (3-years), for the Compton Fire Department ("Department").

BACKGROUND

The Department's current computers are 9-10 years old and typically used 10 to 24 hours a day by Department staff and emergency responders. Department computers are used daily for purposes of generating revenue, managing expenditures, managing fire prevention inspections, Fire and EMS reports and communicating within the Department, City and outside professionals.

STATEMENT OF ISSUE

Due to the high volume of usage and critical nature of record management storage, the Department needs to purchase new computers to assure that important records, data and communication abilities are maintained.

City staff solicited informal bids from the following vendors: Best Buy for Business (\$17,377.92), GovConnection, Inc. (\$17,436.34), PCM-G (\$17,771.94) and CDW-G (\$18,806.16). The quote provided by Best Buy for Business is the lowest for the computers, which includes three (3) years of extended hardware support services.

FISCAL IMPACT

Funds for this expenditure are available in the 2017-2018 Fiscal Year budget in Account Nos. 1001 690 000 4222 in the amount of \$8,800.00 and 1001 690 000 4273 in the amount of \$8,577.92, to be transferred into Account No. 1001 690 000 4218 for a total of \$17,377.92.

#3.

Staff Report – Resolution Authorizing P.O.
Purchase 12 Computers for Fire Dept.
February 20, 2018, page 2

RECOMMENDATION

It is recommended that Council adopt the attached Resolution.

**RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE 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 ISSUANCE OF A PURCHASE ORDER FOR BEST BUY
FOR BUSINESS FOR THE PURCHASE OF TWELVE (12) DESKTOP
COMPUTERS FOR THE FIRE DEPARTMENT (\$17,377.92)**

WHEREAS, the Compton Fire Department's ("Department") current computers are 9-10 years old and typically used 10 to 24 hours a day by Department staff and emergency responders for purposes of generating revenue, managing expenditures, managing fire prevention inspections, Fire and EMS reports and communicating within the Department, City and outside professionals; and

WHEREAS, due to the high volume of usage and age of computers, the overall repair costs and services needed to keep the aged computers running are increasing; thus, the Department needs to purchase new computers to assure that important records, data and communication abilities are maintained; and

WHEREAS, staff solicited informal bids from the following vendors: Best Buy for Business (\$17,377.92), GovConnection, Inc. (\$17,436.34), PCM-G (\$17,771.94) and CDW-G (\$18,806.16); and

WHEREAS, the quote provided by Best Buy for Business, which is a local business, is the lowest for the computers, which includes three (3) years of extended hardware support services; and

WHEREAS, funds for this expenditure are available in the 2017-2018 Fiscal Year budget.

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

Section 1. That the City Manager is hereby authorized to issue a purchase order in the amount of Seventeen Thousand Three Hundred Seventy Seven Dollars and Ninety-Two Cents (\$17,377.92) for Best Buy For Business for the purchase of twelve (12) desktop computers, including extended hardware support (3-years), for the Compton Fire Department.

Section 2. That funds for this expenditure are available in the 2017-2018 Fiscal Year budget in Account Nos. 1001 690 000 4222 in the amount of \$8,800.00 and 1001 690 000 4273 in the amount of \$8,577.92, to be transferred into Account No. 1001 690 000 4218 for a total of \$17,377.92.

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

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

ADOPTED this _____ day of _____, 2018.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2018.

That this 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

1/24/2018

Best Buy For Business

CLOSE

Quote Details Print

Quote Number: 234349126

Billing Address Garry Francis
CITY OF COMPTON
205 S WILLOWBROOK AVE
COMPTON, CA 90220
Phone 310-605-5669

Shipping Address Garry Francis
CITY OF COMPTON
205 S WILLOWBROOK AVE
COMPTON, CA 90220
Phone 310-605-5669

Qty	Product Description	Availability	Delivery Address	Price	Total Price
12	WD Blue 3D NAND SATA SSD WDS100T2B0B - solid state drive - 1 TB - SATA 6Gb/s Catalog Open Market Item BB20821686 Manufacturer WDS100T2B0B Standard Delivery	In Stock	Shipping Address Ship to my address	\$295.22	\$3,542.64
12	Electronic HP Care Pack 4- Hour Same Business Day Hardware Support - extended service agreement - 3 years - on-site Catalog Open Market Item BB19277424 Manufacturer HP730E Standard Delivery	In Stock	Shipping Address Ship to my address	\$73.85	\$886.20
12	HP EliteDesk 800 G3 - SFF - Core i7 7700 3.6 GHz - 8 GB - 256 GB - US Catalog Open Market Item BB20677769 Manufacturer 1FZ01UT#ABA Standard Delivery	In Stock	Shipping Address Ship to my address	\$951.32	\$11,415.84
				Product Total:	\$15,844.68
				Tax:	\$1,533.24
				QUOTE TOTAL:	\$17,377.92

Expiration Date

• 02/23/18

Shipping Method(s)

• (Instructions:)

Payment Type

• Business Advantage Account*****9045

#3.

1/24/2018

Best Buy For Business

Best Buy For Business is pleased to provide the quote you requested. We realize you have numerous options for procuring IT Products and appreciate that you contacted us. We will honor the prices on this quote through the expiration date identified above.

Given the rapid change in technology and product availability, Best Buy For Business cannot guarantee all the items on this quote will be available for purchase in the future. In that case, we will work together to make changes or modifications to your quote or order.

Thank you for partnering with Best Buy For Business on this opportunity.



Best Buy For Business
7601 Penn Avenue South • Richfield, MN 55423-3645
Phone: (714) 866-7603 • Fax: (952) 430-2328
Business Pro: Chad Kennedy
E-mail: Chad.Kennedy@BestBuy.com





SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Jerry Wendel
Phone: (800) 800-0019 ext. 34293
Fax: (603) 683-0364
Email: jerry.wendel@connection.com

Account Manager:
Phone:
Fax:
Email:

24515678.01-W1

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 1/24/2018
Valid Through: 1/31/2018
Account #: S02997

Customer Contact: Jerry McCombs
Email: jmccombs@comptoncity.org

Phone: (310) 605-6291
Fax: (310) 603-8776

QUOTE PROVIDED TO:	SHIP TO:
AB#: 14756007 CITY HALL COMPTON 205 S WILLOWBROOK AVE COMPTON CONTROLLER COMPTON, CA 90220 (310) 605-5507	City of Compton Jerry McCombs 205 S Willowbrook Ave Information Systems Compton, CA 90220-3134 (310) 605-6291

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	188.00 lbs	NET 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	12	33652822	1FZ01UT#ABA	EliteDesk 800 G3 SFF Core i7-7700 3.6GHz / 8GB / 256GB SSD / HD630 / DVD / GbE / DP / W10P64 Hewlett Packard Commercial PCs	Hewlett Packard Commercial PCs	\$ 957.70	\$ 11,492.40
2	12	34492787	WDS100T2B0B	1TB WD Blue SATA 6Gb / s 3D NAND M.2 2280 Internal Solid State Drive Western Digital	Western Digital	\$ 279.65	\$ 3,355.80
3	12	16544539	HP730E	3-year CarePack 13x5 4-hour HW Support for Desktops Only HP PSG/Services	HP PSG/Services	\$ 88.85	\$ 1,066.20
Subtotal						\$	15,914.40
Fee						\$	0.00
Shipping and Handling						\$	0.00
Tax						\$	1,521.94
Total						\$	17,436.34

Connection™

PUBLIC SECTOR SOLUTIONS

we solve IT™

ORDERING INFORMATION

GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address

GovConnection, Inc.
Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

Important Notice: — THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:
<https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:

SLFOOPS@connection.com

QUESTIONS: Call 800-800-0019

FAX: 603.683.0374



PCM-G
14120 Newbrook Drive, Suite 100 - Chantilly, VA 20151

Duns #: 12-936-5420
Tax ID #: 33-0964088
HP Location ID-WSCA: 10041922

Contact: Martin Mallari
Phone: 310.817.8569
Fax: 310.630.3093
E-mail: martin.mallari@pcmg.com

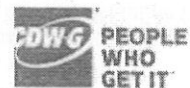
CITY OF COMPTON
City Controller
Accounts Payable
205 S. WILLOWBROOK
COMPTON, CA 90221

Contact: CITY OF COMPTON
Ref: B0598802
Quote: 1/24/2018
Date: 1/24/2018
Expires: 2/8/2018

Quotes are valid 15 days from quote date. Prices are subject to change without notice.

Line	Qty.	Manufacturer	PCM3 Part No.	Manufacturer Part No.	Product Description	Contract Number	Product Unit Price	Product Extended Price
1	12	WESTERN	16246462		1TB BLUE SATA M.2 3D NAND INT SSD	Open Market	\$ 304.00	\$ 3,648.00
2	12	HPI	9831729		3Y 4H 13X5 ONSITE DT ONLY HW SUPPORT	Open Market	\$ 72.00	\$ 864.00
3	12	HPI SBY	15814438		800G3ED SFF I77700 256GB 8G	Open Market	\$ 974.00	\$ 11,688.00

#3.

QUOTE CONFIRMATION**DEAR GARRY FRANCIS,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JNGJ664	1/24/2018	HP DESKTOPS	6508383	\$18,806.16

IMPORTANT - PLEASE READ

Special Instructions: FOR COMPTON FIRE, CHIEF MCCOMBS

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>HP EliteDesk 800 G3 - SFF - Core i7 7700 3.6 GHz - 8 GB - 256 GB - US</u> Mfg. Part#: 1FZ01UT#ABA UNSPSC: 43211508 Contract: MARKET	12	4462413	\$997.94	\$11,975.28
<u>Electronic HP Care Pack 4-Hour Same Business Day Hardware Support - extende</u> Mfg. Part#: HP730E UNSPSC: 81111812 Electronic distribution - NO MEDIA Contract: MARKET	12	3062415	\$86.12	\$1,033.44
<u>WD Blue 3D NAND SATA SSD WDS100T2B0B - solid state drive - 1 TB - SATA 6Gb/s</u> Mfg. Part#: WDS100T2B0B UNSPSC: 43201830 Contract: MARKET	12	4824329	\$326.59	\$3,919.08

PURCHASER BILLING INFO

Billing Address:
GARRY FRANCIS
CITY OF COMPTON
205 S WILLOWBROOK AVE
COMPTON, CA 90220-3134
Phone: (310) 605-5507
Payment Terms: Request Terms

DELIVER TO

Shipping Address:
CITY OF COMPTON
GARRY FRANCIS
205 S WILLOWBROOK AVE
COMPTON, CA 90220-3134
Phone: (310) 605-5507
Shipping Method: UPS Ground (1 - 2 Day)

SUBTOTAL	\$16,927.80
SHIPPING	\$249.18
SALES TAX	\$1,629.18
GRAND TOTAL	\$18,806.16

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR BEST BUY FOR BUSINESS FOR THE PURCHASE OF TWELVE (12) DESKTOP COMPUTERS FOR THE FIRE DEPARTMENT (\$17,377.92)

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

2/12/2018 12:19:41 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

2/14/2018 6:06:02 PM
DATE

Austin Okonta
CITY CONTROLLER

2/14/2018 4:05:11 PM
DATE

Cecil Rhambo
CITY MANAGER

2/14/2018 3:10:38 PM
DATE

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

February 20, 2018

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 March 28, 2017, the City Council adopted Resolution No. 24,548, which identified certain City employees as authorized signatories to sign checks and/or warrants on behalf of the City of Compton. As of February 2018 some of the authorized City employees are not 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. 24,548) requires revision; more specifically, to add the new City Controller and delete the former City Controller.

ALTERNATIVE

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

FISCAL IMPACT

None.

#4.

**Staff Report –
Revise List of Authorized Employee Signatories
February 20, 2018, 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 March 28, 2017, the City Council adopted Resolution No. 24,548, 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 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. Rafaela T. King, City Controller
or
- E. 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 and E**

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 - Low & Moderate Income Housing Asset Fund
- GG. City of Compton - Building & Safety Department Business License
- HH. City of Compton – Measure M

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 _____, 2018.

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 _____, 2018.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Treasurer

RESOLUTION TITLE: 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

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

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

February 20, 2018

TO: MAYOR AND CITY COUNCIL

FROM: ALITA L. GODWIN, CMC – CITY CLERK

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

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

CALIFORNIA CITIES HOME OWNERSHIP AUTHORITY

Representative – Isaac Galvan

Alternate: **Vacant**

CALIFORNIA CONTRACT CITIES

Representative – Mayor Aja Brown

Alternate: Isaac Galvan

COMPTON CREEK MOSQUITO ABATEMENT DISTRICT (BOARD OF TRUSTEES)

Representative – Tana McCoy

COUNTY SANITATION DISTRICT

Representative – Mayor Aja Brown

Alternate: Janna Zurita

GATEWAY CITIES COUNCIL OF GOVERNMENTS

710 Freeway

Representative – Janna Zurita

Alternate: Emma Sharif

91/605 Freeway

Representative – Janna Zurita

Alternate: Mayor Aja Brown

INDEPENDENT CITIES ASSOCIATION OF LOS ANGELES COUNTY (Non-Voting)

Representative - Mayor Aja Brown

Alternate: Janna Zurita



INDEPENDENT CITIES LEASE FINANCE AUTHORITY

Representative – Mayor Aja Brown

Alternate: Janna Zurita

JOINT POWERS AUTHORITY

Representative – Mayor Aja Brown

Alternate: Isaac Galvan

LEAGUE OF CALIFORNIA CITIES

Representative – Isaac Galvan

Alternate: Tana McCoy

Alternate: Mayor Aja Brown

MTA – METROPOLITAN TRANSPORTATION AUTHORITY

Representative – Mayor Aja Brown

Alternate: Janna Zurita

METROPOLITAN WATER DISTRICT

Representative – Janna Zurita

SO. CA. AIR QUALITY MANAGEMENT DISTRICT

Representative – Mayor Aja Brown

Alternate: **Vacant**

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

Representative – Mayor Aja Brown

Alternate: Janna Zurita

Alternate: Emma Sharif

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



February 20, 2018

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CECIL W. RHAMBO, JR., CITY MANAGER

SUBJECT: A REQUEST FOR FEE WAIVER FOR DOLLARHIDE COMMUNITY CENTER TO HOST REPAST FOR THE DAUGHTER OF MICHAEL WILLIAMS, SATURDAY, FEBRUARY 24, 2018, FROM 2:30 P.M. TO 7:30 P.M.

SUMMARY

Michael Williams and family, Compton residents, would like to host their repast program at the Dollarhide Community Center following the Funeral Services of Mr. Williams' Daughter on Saturday, February 24, 2018, from 2:30 p.m. to 7:30 p.m., in order to support the family in their time of bereavement.

STATEMENT OF THE ISSUE

The family has requested the following for a repast service;

- ★ Location: Use of the Dollarhide Community Center
- ★ Date: Saturday, February 24, 2018
- ★ Time: 2:30 p.m. to 7:30 p.m.
- ★ Attendance: 200 people
- ★ Equipment: Tables and chairs

FINANCIAL IMPACT

As in the case of previous requests, the Council has the option of waiving the facility costs but requiring the requesting family to pay staff costs for the event. Based on similar programs recently conducted at this facility the staff costs for this event will be \$390.00.

Department Costs		
Dollarhide Facility Fees:		
	\$125 hour x 5 hours	\$625.00
Parks and Recreation Services:		
	1 Staff x \$30 an hour x 3 hours	\$90.00
General Services:		
	2 Custodian x \$30 an hour x 5 hours	\$300.00
	Total	\$1,015.00

RECOMMENDATION

That the Mayor and City Council waive the facility fee but require requesting family to pay staff costs for this repast event.

Cecil W. Rhambo, Jr.
CITY MANAGER



February 20, 2018

TO: MAYOR AND CITY COUNCIL MEMBERS
 FROM: CECIL W. RHAMBO, JR., CITY MANAGER
 SUBJECT: A REQUEST FOR A FEE WAIVER FOR BURRELL-MACDONALD PARK COMMUNITY CENTER TO HOST REPAST SERVICES FOR THE MOTHER OF RICHARD TYRONE DAVIS AND CLEO DAVIS, THURSDAY, FEBRUARY 22, 2018, FROM 1:00 P.M. TO 5:00 P.M.

SUMMARY

Richard Tyrone Davis, longstanding Compton resident would like to host their repast program at the Burrell-MacDonald Park Community Center following the Funeral Services of his Mother Cleo Davis on Thursday, February 22, 2018, from 1:00 p.m. to 5:00 p.m., in order to support the family in their time of bereavement. Mr. Davis would like to request a facility fee waiver of \$250.00

STATEMENT OF THE ISSUE

For a repast service the family has requested the following;

- ★ Location: Use of the Burrell-MacDonald Park Community Center Banquet Room
- ★ Date: Thursday, February 22, 2018
- ★ Time: 1:00 p.m. to 5:00 p.m.
- ★ Attendance: 200 people
- ★ Equipment: Tables and chairs.

FINANCIAL IMPACT

As in the case of previous requests, the City Council has the right to waive fees associated with this type of event or program, and requiring the requesting family to pay staff costs for the event. Based on similar programs recently conducted at this facility the staff costs for this event will be \$390.00.

Department Costs

Burrell-MacDonald Park Community Center Banquet Room Fees:

\$50 hour x 5 hours \$250.00

Parks and Recreation Services:

1 Staff x \$30 an hour x 3 hours \$90.00

General Services Staff:

2 Custodian x \$30 an hour x 5 hours \$300.00

Total \$640.00.00

RECOMMENDATION

That the Mayor and City Council waive the facility fee but require requesting family to pay staff costs for this repast event.

Cecil W. Rhambo, Jr.
CITY MANAGER

February 20, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CITY ATTORNEY

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA, AMENDING SECTION 21-1 OF CHAPTER XXI OF THE COMPTON MUNICIPAL CODE RELATING TO RECYCLING AND INTEGRATED WASTE MANAGEMENT

SUMMARY

This proposed ordinance would add Subsections (c) (Commercial and Multi-Family Recycling Requirements) and (d) (Recycling Reporting Requirements) to Section 21-1.9 (Collection of Recyclable Solid Waste) of Section 21-1 (Waste Management) of Chapter XXI (Integrated Waste Management) of the Compton Municipal Code.

BACKGROUND

The proposed ordinance is part of the City's continuing efforts to implement Assembly Bill 341, which requires that commercial businesses and multi-family residential dwellings arrange for recycling services. In March of 2017, CalRecycle approved the City's plan for implementation of AB 341. Adoption of the attached ordinance will further implement two of the components of the approved implementation plan.

STATEMENT OF ISSUE

The attached ordinance requires that business and commercial entities that generate more than four cubic yards of solid waste per week, and multifamily residential dwellings of five or more units, arrange for the collection of source separated recyclable materials, or subscribe to a recycling service that yields diversion results comparable to source separation. Any such services must be consistent with the City's Municipal Code and with California Public Resources Code Section 42649.2.

These services are available from the City's solid waste collector. Under the Amended and Restated Franchise Agreement, the solid waste collector is required to provide recyclable material collection service to multi-family and commercial customers requesting it from the company.

The proposed ordinance also requires that all collectors, self-haulers, and authorized recycling agents report to the City the type, quantity, volume, weight, and destination of all Recyclable Materials removed from commercial premises and residential premises in the City. The ordinance contemplates that the procedures for that reporting will be included in a City Council

#10.

Staff Report – Integrated Waste Management Ord.

Page 2

resolution. Staff intends to bring that resolution to the Council prior to the effective date of the proposed ordinance, if adopted.

Pursuant to Section 21-1.11(o), any violation of Chapter XXI is a misdemeanor. This would apply to violations of the proposed ordinance as well.

FISCAL IMPACT

There is no fiscal impact associated with the adoption of this ordinance. Rates for recycling and organic waste will be established at a future time.

RECOMMENDATION

Staff recommends that the City Council introduce by title only and waive further reading of the proposed ordinance.

CRAIG J. CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA, AMENDING SECTION 21-1 OF CHAPTER XXI OF THE COMPTON MUNICIPAL CODE RELATING TO RECYCLING AND INTEGRATED WASTE MANAGEMENT

THE CITY COUNCIL OF THE CITY OF COMPTON DOES ORDAIN AS FOLLOWS:

SECTION 1. AMENDMENT OF SECTION 21-1 OF CHAPTER XXI OF THE COMPTON MUNICIPAL CODE. Subsections (c) and (d) of Section 21-1.9 (Collection of Recyclable Solid Waste) of Section 21-1 (Waste Management) of Chapter XXI (Integrated Waste Management) of the Compton Municipal Code are hereby added to read as follows:

“21-1.9 Collection of Recyclable Solid Waste.

c. Commercial and Multifamily Recycling Requirements.

Any business or commercial entity, including but not limited to, a firm, partnership, proprietorship, joint stock company, corporation, or association that is organized as a for-profit or nonprofit entity that generates four cubic yards or more of Commercial Solid Waste per week or is a multifamily residential dwelling of five or more units shall: (i) source separate Recyclable Solid Wastes and arrange for recycling services that includes collection, self-hauling, or other arrangements for the pickup of Recyclable Solid Wastes, or (ii) subscribe to a recycling service that yields diversion results comparable to source separation. Any such services must be consistent with this Chapter and California Public Resources Code Section 42649.2.

d. Recycling Reporting Requirements.

All Collectors, Self-Haulers (as defined in Section 21-1.8), and Authorized Recycling Agents shall report to the City the type, quantity, volume, weight, and destination of all Recyclable Materials removed from commercial premises and residential premises in the City, in accordance with procedures adopted by the City Council by resolution.”

SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3. CEQA. The City Council finds that this ordinance is exempt from the requirements of the California Environmental Quality Act (“CEQA”) and the City’s CEQA guidelines pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed ordinance regarding integrated waste management and increased recycling requirements will have a significant effect on the environment.

SECTION 4. LIBERAL CONSTRUCTION. The provisions of this Ordinance shall be liberally construed as necessary to effectively carry out its purposes, which are hereby found and declared to be in furtherance of the public health, safety and convenience.

SECTION 5. PUBLICATION. The City Clerk is directed to cause this Ordinance to be published, within fifteen (15) days of its passage in a newspaper of general circulation published and circulated within the City.

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

ADOPTED this _____ day of _____, 2018.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Ordinance 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 _____, 2018.

The Ordinance 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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Water Department

RESOLUTION TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA, AMENDING SECTION 21-1 OF CHAPTER XXI OF THE COMPTON MUNICIPAL CODE RELATING TO RECYCLING AND INTEGRATED WASTE MANAGEMENT (Second Reading)

Kenneth Holcomb
DEPARTMENT MANAGER’S SIGNATURE

2/8/2018 9:27:03 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

2/13/2018 9:44:35 PM
DATE

Austin Okonta
CITY CONTROLLER

2/12/2018 8:44:32 AM
DATE

Cecil Rhambo
CITY MANAGER

2/8/2018 6:09:48 PM
DATE

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

February 20, 2018

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO VACATE A SECTION OF EXCESS PUBLIC RIGHT-OF-WAY, APPROXIMATELY 43 FEET BY 308 FEET, LOCATED ON THE EAST SIDE OF NORTH MONA BOULEVARD LOCATED ADJACENT TO 126 EAST ORIS STREET, IN COMPTON (STREET VACATION NO. 17-01), AND SETTING A CITY COUNCIL PUBLIC HEARING DATE, TIME AND LOCATION ON THE PROPOSED VACATION (March 20, 2018 at 5:35 p.m.)

SUMMARY

The City Council will consider adoption of a resolution declaring its intention to vacate a portion of public right-of-way located along the east side of Mona Boulevard between Mealy and Oris Street.

The Planning Division has received a request from an adjacent property owner to vacate a section of excess public right-of-way, approximately 43 feet by 308 feet, which has not been used for roadway purposes located adjacent to 126 E. Oris Street, Compton. If vacated, the entire existing Concrete Tie, Inc. property and the newly vacated right-of-way portion would be redeveloped with a new 94,887 square foot, speculative industrial building with the various site improvements (i.e., parking, fencing, lighting, landscaping, etcetera).

STATEMENT OF THE ISSUE

The California Streets and Highways Code (Division 9, Part 3), grants the City Council authority to vacate any "street" or part of any "street that it finds is unnecessary for present or prospective public use". There are two phases involved in "street" vacation proceedings. The first phase is adoption by the City Council of a resolution of intention to vacate, which describes the right-of-way to be vacated and sets a hearing before the City Council on the matter. The second phase is the hearing, whereby City Council hears evidence and makes a determination as to whether or not the "street" is necessary for present or prospective public use. If found to be unnecessary, a resolution of vacation may be adopted and eventually recorded.

ALTERNATIVES

City Council may approve or reject the resolution initiating the proposed right-of-way vacation.

FINANCIAL IMPACT

Approval of the request will have no significant impact on municipal expenditures. The City will relinquish its future maintenance responsibility of an unused public right-of-way.

#11.

Staff Report – Resolution to Initiate
Street Vacation No. 17-01
February 20, 2018, page 2 of 2

RECOMMENDATIONS

Staff recommends that the City Council adopt the attached resolution declaring its intention to vacate the right-of-way and set a hearing on the proposed vacation for **Tuesday, March 20, 2018, at 5:35 PM**, which will allow sufficient time for required public notices. Materials pertaining to the hearing will be forwarded to City Council at that time.

**ROBERT DELGADILLO, INTERIM PLANNING DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO VACATE A SECTION OF EXCESS PUBLIC RIGHT-OF-WAY APPROXIMATELY 43 FEET BY 308 FEET, LOCATED ON THE EAST SIDE OF NORTH MONA BOULEVARD LOCATED ADJACENT TO 126 EAST ORIS STREET, IN COMPTON (STREET VACATION NO. 17-01), AND SETTING A CITY COUNCIL PUBLIC HEARING DATE, TIME AND LOCATION ON THE PROPOSED VACATION (March 20, 2018 at 5:35 p.m.)

WHEREAS, a request has been made to vacate a portion of the east side of N. Mona Boulevard, the public right-of-way located adjacent to 126 E. Oris Street, Compton located between Mealy and Oris Streets, legally described on Exhibit "A" and as follows:

THAT PORTION OF NORTH MONA BOULEVARD (FORMERLY WILMINGTON STREET), 99.00 FEET WIDE AS SHOWN ON THE MAP OF THE BOLAND TRACT IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS RECORDED IN BOOK 12 PAGE 73 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT IN THE WESTERLY LINE OF LOT 4 OF SAID BOLAND TRACT, SAID POINT LYING 75.00 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE WESTERLY AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LOT 4, SOUTH 86° 45' 00" WEST 43.00 FEET; THENCE NORTHERLY, PARALLEL TO SAID WEST LINE OF LOT 4 NORTH 3° 15' 00" WEST 87.62 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVED EASTERLY HAVING A RADIUS OF 194.00 FEET; THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 59' 51" AND AN ARC LENGTH OF 40.62 FEET; THENCE NORTH 8° 44' 51" EAST 175.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 94.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5° 26' 30" AND AN ARC LENGTH OF 8.93 FEET TO A POINT IN THE WESTERLY LINE OF LOT 1 OF SAID BOLAND TRACT; THENCE SOUTHERLY ALONG THE WESTERLY LINES OF LOTS 1 THROUGH 4 INCLUSIVE SOUTH 3° 15' 00" EAST 308.31 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINS 8,978 SQUARE FEET, MORE OR LESS.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

WHEREAS, provisions of Chapter 3, Part 3 of the California Streets and Highways Code grants the City Council authority to vacate any street or part of any street that it finds is unnecessary for present or prospective public use; and

WHEREAS, the proposed vacation has been reviewed by the City of Compton Public Works Department and has determined that the area to be vacated is not necessary for any present or future public use and that the vacation serves the public interest and is a public benefit as it eliminates any maintenance costs and liabilities imposed on the City associated with the excess right-of-way area; and

WHEREAS, pursuant to Section 65402 of the Government Code of the State of California requires the Planning Commission to review all vacations for conformity with the general plan; and

WHEREAS, on February 14, 2018, the City of Compton Planning Commission adopted Resolution No. 3991, which declared that the proposed street vacation as legally described above and on Exhibit “A”, is in conformance with the goals and policies of the City of Compton’s 2010 General Plan.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON RESOLVES AS FOLLOWS:

Section 1. That the City Council declares its intention to initiate and proceed in vacating a section of excess public right-of-way, approximately 43 feet by 308 feet, located on the east side of N. Mona Boulevard, located adjacent to 126 E. Oris Street, in Compton (Street Vacation No. 17-01), located between Mealy and Oris Streets, as legally described above, pursuant to provisions of the Chapter 3, Part 3 of the California Streets and Highways Code.

Section 2. That Exhibits “A” and “B”, the legal description and map of the proposed vacation, is on file with both the City Clerk and the Planning Department of the City of Compton.

Section 3. That notice is hereby given that the City Council of the City of Compton will hold a public hearing on **Tuesday, March 20, 2018, at 5:35 PM** in the Council Chambers located at Compton City Hall, 205 South Willowbrook Avenue, Compton, where all persons interested in the proposed vacation may be heard.

Section 4. The City of Compton hereby directs the City Clerk to cause notices of public hearing to be published pursuant to Section 8322 of the California Streets and Highway Code and to be posted conspicuously along the portion of the street proposed to be vacated pursuant to Section 8323 of the California Streets and Highway Code.

Section 5. That a copy of this Resolution shall be filed in the Offices of the City Clerk, City Manager, City Attorney, the Public Works and Community Development Departments.

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

ADOPTED this _____ day of _____, 2018.

MAYOR OF THE CITY OF COMPTON

Resolution No. _____
Page 3

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2018.

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



LEGEND

 AREA OF VACATION



Plotnik & Associates

Civil Engineering & Land Surveying

18626 S. Wilmington Ave., Suite 100
Rancho Dominguez, California 90220

Tel: (310) 605-6657
www.plotnik.com

STREET VACATION EXHIBIT NORTH MONA BOULEVARD

SCALE:	1" = 100'	DATE:	10/10/17
BY:	JEK	JOB NO.:	515.00

EXHIBIT 'A'

LEGAL DESCRIPTION PORTION OF NORTH MONA BOULEVARD TO BE VACATED

THAT PORTION OF NORTH MONA BOULEVARD (FORMERLY WILMINGTON STREET), 99.00 FEET WIDE AS SHOWN ON THE MAP OF THE BOLAND TRACT IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS RECORDED IN BOOK 12 PAGE 73 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

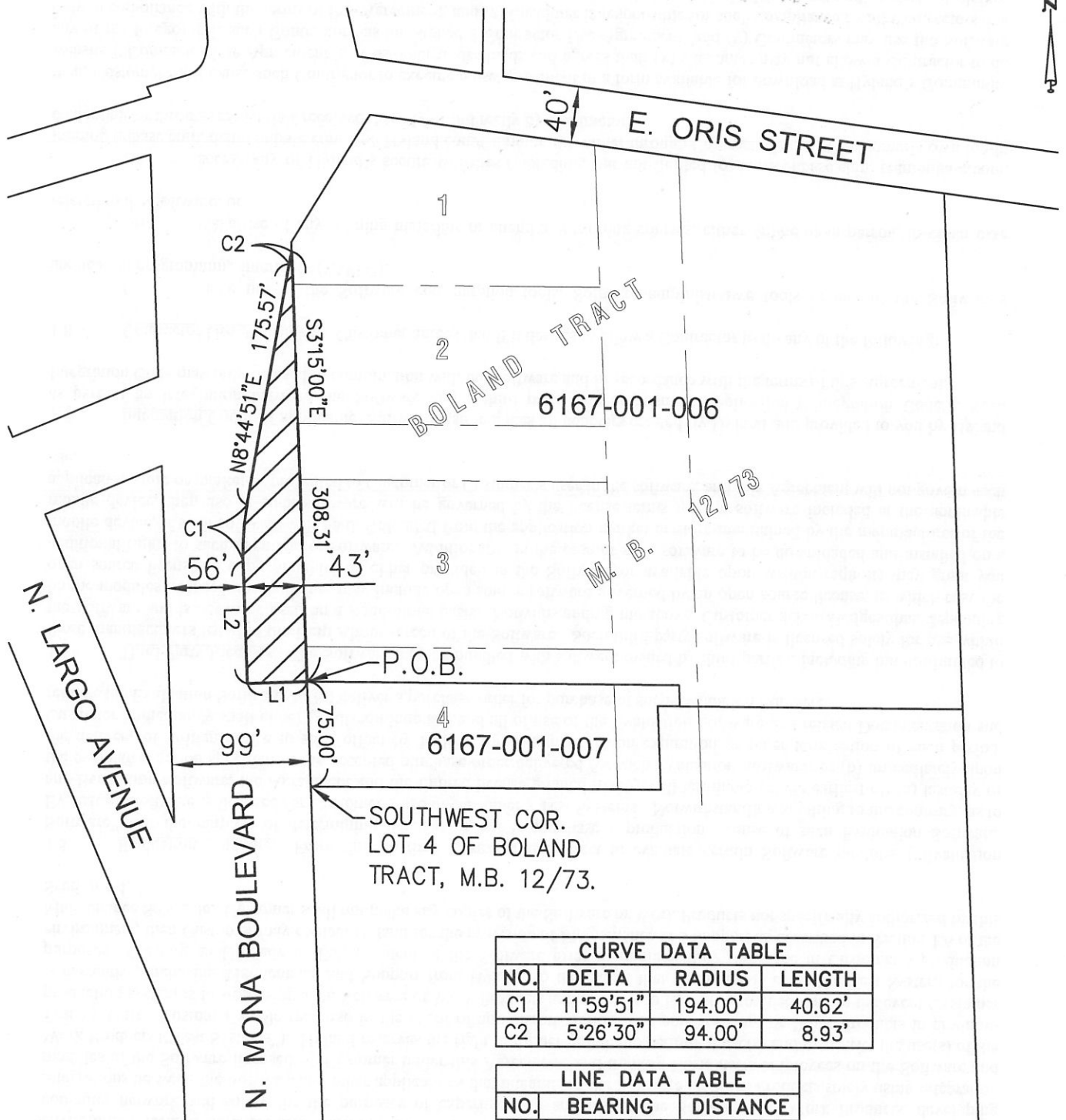
BEGINNING AT POINT IN THE WESTERLY LINE OF LOT 4 OF SAID BOLAND TRACT, SAID POINT LYING 75.00 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE WESTERLY AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LOT 4, SOUTH $86^{\circ} 45' 00''$ WEST 43.00 FEET; THENCE NORTHERLY, PARALLEL TO SAID WEST LINE OF LOT 4 NORTH $3^{\circ} 15' 00''$ WEST 87.62 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVED EASTERLY HAVING A RADIUS OF 194.00 FEET; THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $11^{\circ} 59' 51''$ AND AN ARC LENGTH OF 40.62 FEET; THENCE NORTH $8^{\circ} 44' 51''$ EAST 175.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 94.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $5^{\circ} 26' 30''$ AND AN ARC LENGTH OF 8.93 FEET TO A POINT IN THE WESTERLY LINE OF LOT 1 OF SAID BOLAND TRACT; THENCE SOUTHERLY ALONG THE WESTERLY LINES OF LOTS 1 THROUGH 4 INCLUSIVE SOUTH $3^{\circ} 15' 00''$ EAST 308.31 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINS 8,978 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



EXHIBIT 'B'



LEGEND

AREA OF VACATION

CURVE DATA TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	11°59'51"	194.00'	40.62'
C2	5°26'30"	94.00'	8.93'

LINE DATA TABLE		
NO.	BEARING	DISTANCE
L1	S86°45'00"W	43.00'
L2	N03°15'00"W	87.62'



Plotnik & Associates

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18626 S. Wilmington Ave., Suite 100
Rancho Dominguez, California 90220

Tel: (310) 605-6657
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STREET VACATION EXHIBIT NORTH MONA BOULEVARD

SCALE:	1" = 100'	DATE:	2/13/18
BY:	JEK	JOB NO.:	515.00

12-73

85-51

THE BOLAND TRACT

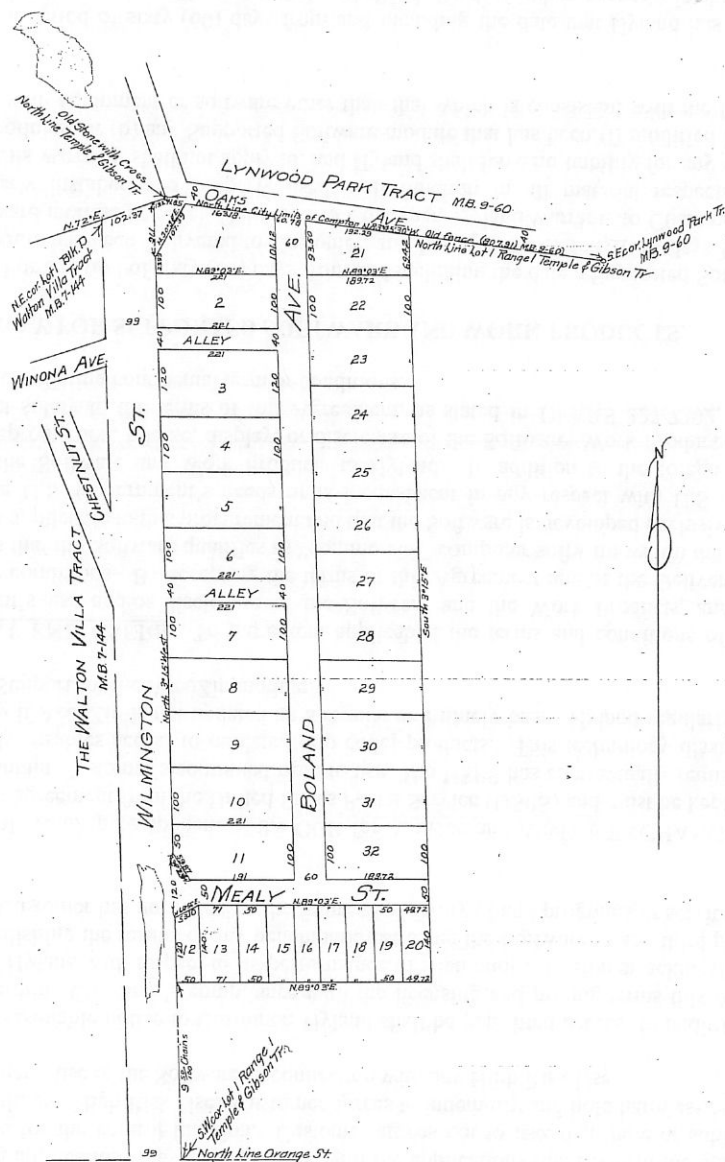
The Subdivision of a portion of Lot 1 Range 1
of the Temple and Gibson Tract M.R. 2-540
and being in the City of Compton.

Surveyed Jan. 1907

by V. W. Hayes

Scale 1 inch = 100 ft.

City Engineer.



Proprietor:- Patrick J. Boland

Recorded:- Mar. 23, 1907.

(Scale reduced to 200'=1")

Sht. 9 A. 92

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO VACATE A SECTION OF EXCESS PUBLIC RIGHT-OF-WAY, APPROXIMATELY 43 FEET BY 308 FEET, LOCATED ON THE EAST SIDE OF NORTH MONA BOULEVARD LOCATED ADJACENT TO 126 EAST ORIS STREET, IN COMPTON (STREET VACATION NO. 17-01), AND SETTING A CITY COUNCIL PUBLIC HEARING DATE, TIME AND LOCATION ON THE PROPOSED VACATION (March 20, 2018 at 5:35 p.m.)

Anita Aviles
DEPARTMENT MANAGER’S SIGNATURE

2/8/2018 3:42:05 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

2/14/2018 11:48:41 AM
DATE

Austin Okonta
CITY CONTROLLER

2/12/2018 8:46:26 AM
DATE

Cecil Rhambo
CITY MANAGER

2/8/2018 6:15:08 PM
DATE

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

February 20, 2018

TO: MAYOR AND COUNCIL MEMBERS

**FROM: RONERICK D. SIMPSON, FIRE CHIEF
FIRE DEPARTMENT**

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO CONTRACT WITH AND ISSUE A PURCHASE ORDER TO ZOLL MEDICAL CORPORATION FOR THE PURCHASE AND MAINTENANCE OF FOUR (4) CARDIAC MONITORS FOR THE FIRE DEPARTMENT (\$131,085.49)

SUMMARY

Adoption of this resolution will authorize an amendment to the 2017-2018 Fiscal Year budget to transfer One Hundred Thirty One Thousand Eighty Five Dollars and Forty-Nine Cents (\$131,085.49) in funds to the Fire Department budget, authorize the City Manager to contract with the Zoll Medical Corporation for the purchase and maintenance of four (4) cardiac monitors for the Fire Department and the issuance of a purchase order in the amount of \$131,085.49.

BACKGROUND

The Compton Fire Department ("Department") currently has three (3) Paramedic ambulances which are tasked to respond and provide continuous, efficient emergency services throughout the City. The cardiac monitors currently in use by the Department are between eight (8) to ten (10) years old and are deemed to be out of compliance by the Los Angeles County Department of Health Services. In order for the Department's Paramedic ambulances to be compliant, updated cardiac monitors are needed.

STATEMENT OF ISSUE

Three (3) informal bids were solicited for the purchase and maintenance of four (4) cardiac monitors from the following companies with the following results: Physio Control for \$123,904.33; Zoll Medical Corporation ("Zoll") for \$131,085.49. The third (3rd) company solicited was Phillips; however, Phillips no longer makes cardiac monitors and the current ones no longer meet the needs of the City in order to be compliant.

#12.

Staff Report – Resolution Authorizing Contract with
Zoll Medical Corporation/Purchase & Maintenance
Four (4) Cardiac Monitors for Fire Department
February 20, 2018, page 2

While the price quoted by Physio Control is slightly less than that of Zoll, field tests were initiated by the Department from all three (3) companies and the Zoll (X Series) cardiac monitor/defibrillators were deemed to be the most up-to-date Advance Life Support systems available with the most advanced emergency response monitor/defibrillator. In addition to other features, this device offers supreme ease to the user, a lower device weight that helps to reduce injuries and fatigue and immediate feedback is being received when performing CPR. Additionally, when the Department has to renew the on-site support maintenance agreement in 4 years, Zoll's services will be \$3,000.00 a year less expensive than Physio Control's on-site support maintenance agreement. Thus, staff believes it is in the best interest of the City to accept the proposal/bid of Zoll.

FISCAL IMPACT

The Department's 2017-2018 Fiscal Year budget will need to be amended to increase revenues and expenditures from prior year fund balances and transfer funds between accounts as follow:

From:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1004-720-000-4294	Measure P Contingency	\$131,085.49

To:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4249	Special Department Expense	\$131,085.49

Funds in the amount of \$131,085.49 will be available in the Department's 2017-2018 Fiscal Year budget in Account Number 1001-690-000-4249.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO CONTRACT WITH AND ISSUE A PURCHASE ORDER TO ZOLL MEDICAL CORPORATION FOR THE PURCHASE AND MAINTENANCE OF FOUR (4) CARDIAC MONITORS FOR THE FIRE DEPARTMENT (\$131,085.49)

WHEREAS, the Compton Fire Department (“Department”) currently has three (3) Paramedic ambulances which are tasked to respond and provide continuous, efficient emergency services throughout the City; and

WHEREAS, the cardiac monitors currently in use by the Department are between eight (8) to ten (10) years old and are deemed to be out of compliance by the Los Angeles County Department of Health Services; thus, in order to be compliant new cardiac monitors are needed; and

WHEREAS, three (3) informal bids were solicited for the purchase and maintenance of four (4) cardiac monitors from the following companies with the following results: Physio Control for \$123,904.33; Zoll Medical Corporation (“Zoll”) for \$131,085.49. The third (3rd) company solicited was Phillips; however, Phillips no longer makes cardiac monitors and the current ones no longer meet the needs of the City in order to be compliant; and

WHEREAS, while the price quoted by Physio Control is slightly less than that of Zoll, field tests were initiated by the Department from all three (3) companies and the Zoll (X Series) cardiac monitor/defibrillators were deemed to be the most up-to-date Advance Life Support systems available with the most advanced emergency response monitor/defibrillator; and

WHEREAS, in addition to other features, the Zoll device offers supreme ease to the user, a lower device weight that helps to reduce injuries and fatigue and immediate feedback is being received when performing CPR, plus when the Department has to renew the on-site support maintenance agreement in 4 years, Zoll’s services will be \$3,000.00 a year less expensive than its competitor; and

WHEREAS, staff recommends the purchase of four (4) cardiac monitors from the Zoll Medical Corporation; and

WHEREAS, the Fire 2017-2018 Fiscal Year budget will need to be amended to increase revenues and expenditures from prior year fund balances and transfer funds between accounts.

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

SECTION 1. That the bid/proposal of Zoll Medical Corporation in the amount of \$131,085.49 is hereby accepted and all other bids/proposals rejected.

SECTION 2. That the City Manager, on the advice and approval of the City Attorney is authorized to contract with Zoll Medical Corporation for the purchase, technical support and on-site servicing of four (4) cardiac monitors.

SECTION 3. That the Fire Department’s 2017-2018 Fiscal Year budget shall be amended to increase revenues and expenditures from prior year fund balances and transfer funds between accounts as follows:

Resolution No. _____
Page 2

<u>From:</u>		
<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1004-720-000-4294	Measure P Contingency	\$131,085.49
<u>To:</u>		
<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4249	Special Department Expense	\$131,085.49

SECTION 4. That a purchase order in the amount of \$131,085.49 is authorized to be issued for Zoll Medical Corporation.

SECTION 5. That funds in the amount of \$131,085.49 are available in the Fire Department's 2017-2018 Fiscal Year budget for this expenditure in Account No. 1001-690-0000-4249.

SECTION 6. That a copy of this Resolution shall be forwarded to the City Clerk, City Manager, City Controller, City Attorney and the Fire Department.

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

ADOPTED this ____ day of _____ 2018.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2018.

That the 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



TO: City of Compton Fire Department

1133 West Rosecrans Avenue
Compton, CA 90222

Attn: **Captain Richard Roman**

email: rroman@comptoncity.org

Tel: (310) 605-5657

ZOLL Medical Corporation

Worldwide HeadQuarters

269 Mill Rd

Chelmsford, Massachusetts 01824-4105

(978) 421-9655 Main

(800) 348-9011

(978) 421-0015 Customer Support

FEDERAL ID#: 04-2711626

QUOTATION 262664 V:5

DATE: January 24, 2018

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231011-01	X Series® Manual Monitor/Defibrillator \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5" (16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. Accessories Included: • Six (6) foot 3- Lead ECG cable • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide • One (1)-year EMS warranty Advanced Options: Real CPR Help Expansion Pack \$995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering ZOLL Noninvasive Pacing Technology: \$2,550	4	\$40,020.00	\$28,014.00	\$112,056.00 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which accompany this quote. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions shall have no force or effect except to the extent agreed in writing by ZOLL.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.

2. PRICES QUOTED ARE VALID UNTIL MARCH 31, 2018.

3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.

4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.

5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015
OR EMAIL TO ESALES@ZOLL.COM.

6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.

7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Bryan Pank

Sr. EMS Account Executive

800-242-9150, x9218

#12.

ZOLL®**TO: City of Compton Fire Department**1133 West Rosecrans Avenue
Compton, CA 90222Attn: **Captain Richard Roman**email: rroman@comptoncity.org

Tel: (310) 605-5657

ZOLL Medical CorporationWorldwide Headquarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626**QUOTATION 262664 V:5**

DATE: January 24, 2018

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		Masimo Pulse Oximetry SP02 & SpCO \$4,540 • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn includes: \$3495 • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) \$4,995 Oridion Microstream Technology: Order required Microstream tubing sets separately Interpretative 12- Lead ECG: \$8,450 • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8 000 - 0341	SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)	4	\$245.00	\$171.50	\$686.00 *
3	8 000 - 000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	4	\$845.00	\$591.50	\$2,366.00 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which accompany this quote. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions shall have no force or effect except to the extent agreed in writing by ZOLL.

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6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Bryan Pank
Sr. EMS Account Executive
800-242-9150, x9218



TO: City of Compton Fire Department

1133 West Rosecrans Avenue
Compton, CA 90222

Attn: **Captain Richard Roman**

email: rroman@comptoncity.org

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QUOTATION 262664 V:5

DATE: January 24, 2018

TERMS: Net 30 Days

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
4	8000-0580-01	Six hour rechargeable Smart battery	6	\$495.00	\$346.50	\$2,079.00 *
5	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	3	\$2,583.00	\$1,808.10	\$5,424.30 *
6	8778-100044	On-Site Support at Time of Sale, 4 Years	4	\$3,900.00	\$3,900.00	\$15,600.00
7	7800-0312	LifePak 12 Biphasic w/Pacing, 12 lead + 3 parameters or more Trade-In	4		(\$5,000.00)	(\$20,000.00) **
8		Estimated Sales Tax at 10.5%				\$12,874.19

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Bryan Pank
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#12.



TO: City of Compton Fire Department

1133 West Rosecrans Avenue
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Attn: **Captain Richard Roman**

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DATE: January 24, 2018

TERMS: Net 30 Days

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		*Reflects Proposed LACFD Contract Pricing based off of Bid quote #179210.2 RFB-IS-15200475." "Because of fluctuations of trade values in the market, the trade value on this quote is guaranteed on purchases made through March 31, 2018." **Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.				
TOTAL						\$131,085.49

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which accompany this quote. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions shall have no force or effect except to the extent agreed in writing by ZOLL.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID UNTIL MARCH 31, 2018.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Bryan Pank
Sr. EMS Account Executive
800-242-9150, x9218

ZOLL QUOTATION GENERAL TERMS & CONDITIONS

1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

3. TERMS OF PAYMENT. Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

5. TAXES & FEES. The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

6. WARRANTY. (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. SOFTWARE LICENSE. (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth. (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein. (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation. (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

9. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATION'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

10. PATENT INDEMNITY. ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

12. RETURNS AND CANCELLATION. (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

13. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

16. ASSIGNMENT. This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

17. TITLE TO PRODUCTS. Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

VETERAN'S EMPLOYMENT - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

EMPLOYMENT OF HANDICAPPED - if this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

EQUAL OPPORTUNITY EMPLOYMENT - if this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

19. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

20. GENERAL. Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.

CITY OF COMPTON FIRE DEPARTMENT **TECHNICAL SUPPORT AND ON-SITE SERVICE**

ZOLL Medical Corporation provides technical assistance through our Technical Support Department. Should the ZOLL equipment require service, contact the Technical Support Department directly.

Technical Support Hours of Coverage

Technical Support is available to all ZOLL Customers free of charge through our Technical Support Help Desk by calling **1- 800-348-9011**, Monday through Friday from **8:30 AM to 6:00 PM EST.**

The Technical Support Representative will require the following pertinent information to open a Service Request:

- Unit Serial Number
- Description of the complaint
- Department where the equipment is being used
- Patient information if applicable
- ECG strips if available
- Purchase Order number if the device is out of warranty

This information will assist us in performing a full evaluation when the product is received at our Depot. You will be given an RMA number to track the return of your product.

Emergency Service

Outside the coverage identified above, Technical Support is available to all ZOLL Customers on an emergency basis 7 days a week. Emergency Support is available by calling **1-800-348-9011.**

On-Site Service

ZOLL On-Site is specifically designed for customers that require an on-site service plan. In addition to our standard free service, ZOLL On-Site provides the expertise of our factory trained ZOLL Field Support Technicians.

Terms

Within 48 hours of contact to Technical Support, a Field Support Representative will be on-site during normal business hours to respond to the customers needs.

If the On-Site contract covers multiple devices, located in multiple stations, you must provide one or two primary centrally located stations. In the event of a device problem, the device should be made available to the ZOLL Field Support Technician during the scheduled on-site visit at one of the two centrally located stations.

A primary and back-up contact must be provided to the ZOLL Field Support Technician for all communication.

Only closed box repairs can be completed on-site (i.e. software updates, software reloading, handle replacement, external cable replacement).

Technical Support Help Desk will dispatch a service loaner to your facility. A Service Loaner is available at no charge during the repair analysis process and is shipped to arrive before 10 AM the next business day.

Service Provided by On-Site Service

The following services will be provided by a ZOLL field technician during the scheduled on-site visit:

- Troubleshoot device(s) and/or accessories under contract.
- Place calls with the Technical Support Help Desk to open Service Requests and obtain a Return Authorization Number for devices requiring ZOLL Depot repair/evaluation.
- Coordinate service loaner deployments with ZOLL's Technical Support Help Desk.
- Functionally test and assist in the deployment of service loaners or customer devices, including:
 - loading custom device configurations;
 - attaching carrying cases/ bags;
 - attaching mounting brackets;
 - connecting accessories; and
 - establishing communications (pairing BT, Wi-Fi, etc...).
- Perform authorized on-site device repairs.
- Package (or un-package) service loaners and customer units under contract for shipment to (or returned from) ZOLL.
- Provide answers or guidance to assure that any issues or questions you or your staff may have are addressed.
- Provide product training as required.
- Perform device software updates with the permission of the customer.
- Review battery chargers and battery management. Cycle batteries as required.

Depot Repairs

Repairs are performed in the Service Depot located at ZOLL Corporate in Chelmsford, MA.

ZOLL Service Technicians are highly skilled individuals that are trained in accordance with the Technical Service Standard Operating Procedures. Training is required to be completed prior to evaluating and repairing any device. Technicians are also required to be trained on any updates to these procedures as they occur.

Training requirements, procedures and records are retained electronically in the ZOLL Training System (ZTS) database. ZOLL is committed to providing the highest level of quality in the servicing of all ZOLL products.

#12.

All repaired products go through an integral recertification process prior to being returned to you. This includes devices that undergo a repair or an evaluation which determines that a repair is not required, as the evaluation may include disassembly of the product. This process recertifies your device for clinical use.

On-Site Service for Preventive Maintenance (Not included as part of this contract)

The Preventive Maintenance inspection of ZOLL manufactured devices must be purchased separately from the On-Site Service program. ZOLL recommends that Preventive Maintenance be performed on most devices (refer to the devices Operator's Manual). A Preventive Maintenance program through ZOLL verifies that your ZOLL Defibrillators are operating to specification.

Should the Preventive Maintenance service be purchased, a ZOLL factory trained PM and Deployment Technician will be scheduled to provide annual on-site preventive maintenance at one or two centrally located stations. A primary and back-up PM contact must be provided to the ZOLL Field Support Technician for all communication and scheduling. ZOLL will work with a PM Contact provided to coordinate the Preventive Maintenance.



Physio-Control, Inc
 11811 Willows Road NE
 P.O. Box 97006
 Redmond, WA 98073-9706 U.S.A.
 www.physio-control.com
 tel 800.442.1142
 Sales Order fax 800.732.0956
 Service Plan fax 800.772.3340

To CITY OF COMPTON Attn: Richard Roman 205 S WILLOWBROOK COMPTON, CA 90221 (310) 605-6278 rroman@comptoncity.org	Quote Number 00108895 Revision # 1 Created Date 1/12/2018 Sales Consultant Brandon A. Brien (760) 207-6626 brandon.brien@stryker.com FOB Destination Terms All quotes subject to credit approval and the following terms and conditions NET Terms NET 45
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Contract	State of CA	Expiration Date	2/17/2018
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Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	4.00	34,960.00	-8,324.00	26,636.00	106,544.00
11577-000004	Station Battery Charger - For the LP15	3.00	1,860.00	-705.00	1,155.00	3,465.00
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	12.00	469.00	-176.50	292.50	3,510.00
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	4.00	640.00	-172.80	467.20	1,868.80
11160-000013	NIBP Cuff-Reusable, Child	4.00	24.00	-7.50	16.50	66.00
11160-000017	NIBP CUFF-REUSEABLE, LARGE ADULT, BAYONET	4.00	33.00	-10.50	22.50	90.00
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	4.00	57.00	-15.39	41.61	166.44
11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	4.00	320.00	-86.40	233.60	934.40
11260-000039	LIFEPAK 15 Carry case back pouch	4.00	82.00	-22.14	59.86	239.44
	LIFEPAK 15 Service - 4 YEAR. On-site Comprehensive Coverage. Annual Payments. Includes: -Services performed at customer's location by a Physio-Control Technical Specialist					

#12.

LIFEPAK 15-OSCOMP-4-POS	-Parts and labor necessary to restore device to original specifications	4.00	6,912.00	-1,036.80	5,875.20	23,500.80
	-Annual Preventive Maintenance and inspections including quality assurance documentation					
	-Discounts on accessories, disposables, and upgrades					
	-Updates to the latest software version					
	-Preconfigured loaner device provided if needed					
	-Battery Replacement Service					
Trade-in product	Trade in of LIFEPAK 12 Biphasic - 3 Feature towards the purchase of Lifepak 15	4.00	0.00	0.00	-7,000.00	-28,000.00

Subtotal USD 112,384.88

Estimated Tax USD 11,519.45

Estimated Shipping & Handling USD 0.00

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

Grand Total USD 123,904.33

Pricing Summary Totals

List Price Total USD 183,320.00

Total Contract Discounts Amount USD -41,748.20

Total Discount USD -1,186.92

Trade In Discounts USD -28,000.00

Tax + S&H USD 11,519.45

GRAND TOTAL FOR THIS QUOTE

USD 123,904.33

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

Billing Address ☐ same as address on quote	Shipping Address ☐ same as Billing Address
Account Name	Account Name
Address	Address
City	City
State	State
Zip Code	Zip Code
Accounts Payable Contact Information	
Accounts Payable Contact	Accounts Payable Phone Number
Accounts Payable Email	Customer is Tax Exempt? ☐ Yes ☐ No
Authorized Customer Signature	
Name	Signature
Title	Date

Optional information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

To update any customer information, please complete form at www.physio-control.com/account/

Reference Number LT/16621802/6482

Terms for all Products, Services and Subscriptions.

Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio's inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be prorated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO CONTRACT WITH AND ISSUE A PURCHASE ORDER TO ZOLL MEDICAL CORPORATION FOR THE PURCHASE AND MAINTENANCE OF FOUR (4) CARDIAC MONITORS FOR THE FIRE DEPARTMENT (\$131,085.49)

Ronerick Simpson
DEPARTMENT MANAGER’S SIGNATURE

1/17/2018 4:53:49 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

2/13/2018 8:28:37 PM
DATE

Nita McKay
CITY CONTROLLER

1/18/2018 4:36:03 PM
DATE

Cecil Rhambo
CITY MANAGER

1/18/2018 1:15:47 PM
DATE

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

February 20, 2018

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 THREE (3)
YEAR AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER
FOR GENERAL PUMP COMPANY FOR PROVISION OF WELL AND
BOOSTER PUMP TECHNICAL AND MAINTENANCE SERVICES
(\$77,000)**

SUMMARY

Adoption of this resolution will authorize the City Manager to accept the qualifications/bid submitted by General Pump Company, enter into a three (3) year services agreement, with an option to extend the contract for two (2) one-year periods, for the provision of technical and maintenance services for the City's eight (8) water wells and two (2) booster pump stations facilities and establish a purchase order in the amount of Seventy Seven Thousand Dollars (\$77,000.00) for the first (1st) contract year and \$77,000.00 for each of the remaining two (2) years of the contract for a total of Two Hundred Thirty One Thousand Dollars (\$231,000.00) over three (3) years.

BACKGROUND

The Compton Municipal Water Department's ("Department") water system serves approximately 58,000 people in the City. The City currently has seven (7) active water wells, one (1) inactive well, one (1) inactive booster pump station and one (1) new booster pump station (scheduled for completion in the 2nd quarter of 2018). All of these facilities require routine maintenance, repairs and/or rehabilitation to assure adequate flow to customers as well as fire protection.

STATEMENT OF ISSUE

It is incumbent on the City to engage the services of a qualified and experienced contractor to provide annual technical and maintenance services for the City's water wells and booster pump facilities. Thus, on September 25, 2017, staff released a Request for Qualifications (inclusive of fees) for provision of well and booster pump station facilities maintenance over a three (3) year period, with an option to extend the contract for two (2) one-year periods, which will save staff and administrative time and obtain a firm price for each year of service.

#13.

**Staff Report – Resolution Authorizing 3-Year
Services Agreement with General Pump Company
Wells & Booster Pump Stations Maintenance
February 20, 2018, page 2**

On October 19, 2017, responses to the Request for Qualifications were received from the following companies:

<u>Company</u>	<u>Proposed Costs</u>
General Pump Company	\$231,400.00 (3-year contract)
Weber Water Resources	\$356,800.00 (3-year contract)

Staff reviewed the qualifications/proposals presented, and based on experience, qualifications and costs, recommends that the City contract the services of General Pump Company (“General Pump”).

The City has satisfactorily contracted the services of General Pump in the past. They not only have records of the City’s wells and pumps, but in many instances they have performed the maintenance of the City’s pumping systems. General Pump has a staff of experienced civil and mechanical engineers specializing in well and pump-related services and proposes to provide engineering work at no cost to the City, which could save the City thousands of dollars per project.

FISCAL IMPACT

Funds in the amount of \$77,000.00 are available for the first (1st) year of the proposed contract in the Department’s 2017-2018 Fiscal Year budget in Account No. 5000 860 000 4734. Funds for the remaining contract years shall be allocated in future City budgets.

RECOMMENDATION

Staff recommends that the Council adopt the attached Resolution.

**KENNETH HOLCOMB, (INTERIM) GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT**

APPROVED FOR FORWARDING:

**CECIL W. RAMBO, 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
AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR GENERAL
PUMP COMPANY FOR PROVISION OF WELL AND BOOSTER PUMP TECHNICAL
AND MAINTENANCE SERVICES (\$77,000)**

WHEREAS, the Compton Municipal Water Department's ("Department") water system serves approximately 58,000 people in the City; and

WHEREAS, the City currently has seven (7) active water wells, one (1) inactive well, one (1) inactive booster pump station and one (1) new booster pump station (scheduled for completion in the 2nd quarter of 2018), and all of these facilities require routine maintenance, repairs and/or rehabilitation to assure adequate flow to customers as well as fire protection; and

WHEREAS, it is incumbent on the City to engage the services of a qualified and experienced contractor to provide annual technical and maintenance services for the City's water wells and booster pump facilities; thus, on September 25, 2017, staff released a Request for Qualifications (inclusive of fees) for provision of well and booster pump station facilities maintenance over a three (3) year period, with an option to extend the contract for two (2) one-year periods; and

WHEREAS, on October 19, 2017, responses to the Request for Qualifications were received from the following companies:

<u>Company</u>	<u>Proposed Costs</u>
General Pump Company	\$231,400.00 (3-year contract)
Weber Water Resources	\$356,800.00 (3-year contract)

WHEREAS, staff reviewed the qualifications/proposals presented, and based on experience, qualifications and costs, recommends that the City contract the services of General Pump Company; and

WHEREAS, for the provision of annual technical and maintenance services for eight (8) water wells and two (2) booster pump stations facilities, the costs will be Seventy Seven Thousand Dollars (\$77,000.00) for the first (1st) contract year and \$77,000.00 for each of the remaining two (2) years of the contract for a total of Two Hundred Thirty One Thousand Dollars (\$231,000.00) over three (3) years; and

WHEREAS, funds in the amount of \$77,000.00 are available for the first (1st) year of the proposed contract in the Department's 2017-2018 Fiscal Year budget. Funds for the remaining contract years shall be allocated in future City budgets.

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

Section 1. That the proposal/bid of General Pump Company is hereby accepted and all other proposals/bids are rejected.

Section 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter a three (3) year services agreement, with an option to extend the contract for two (2) one-year periods, for the provision of technical and maintenance services for the City's eight (8) water wells and two (2) booster pump stations facilities at a cost of Seventy Seven Thousand Dollars (\$77,000.00) per contract year.

Section 3. That funding in the amount of \$77,000.00 are available for the first (1st) year of the contract in the Department's 2017-2018 Fiscal Year budget in Account No. 5000 860 000 4734. Funds for the remaining contract years shall be allocated in future City budgets.

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

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

ADOPTED this _____ day of _____, 2018.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2018.

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
CITY OF COMPTON
AND
GENERAL PUMP COMPANY**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220 and **GENERAL PUMP COMPANY** (hereinafter referred to as "**CONTRACTOR**") located at 159 North Acacia Street, San Dimas, California 91773, (each a "Party" and collectively, the "Parties").

RECITALS

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

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

C. City does not have available personnel specifically trained and experienced to perform the services required and requires the services of a contractor trained, certified and experienced with the providing professional engineering and maintenance services for the City's water-related well and booster pump infrastructure.

D. Authorization to enter into this Agreement is pursuant to Resolution No. _____, adopted by the City Council on _____, 2018.

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

1.0 Services to be Performed by Contractor:

Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all professional, technical, clerical services, labor, materials, tools, equipment, transportation, utilities, telephone, etc., used by Contractor in connection with providing professional engineering and maintenance services for the City's wells and booster pump infrastructure.

The City currently has seven (7) active water wells, one (1) inactive well, one (1) inactive booster pump station and one (1) new booster pump station (scheduled for completion in the 2nd quarter of 2018), more specifically:

Sibrie Park Booster Pump Station
Tank-Farm Booster Station
Well No. 11
Well No. 13
Well No. 15

1300 El Segundo Boulevard
18604 South Wilmington Avenue
841 West Greenleaf Boulevard
730 East Caldwell Street
345 West Glencoe Street

Services Agreement – General Pump Company
Technical/Maintenance Services – Water Wells & Booster Pump Facilities
Resolution No. _____

Well No. 16	525 East Weber Avenue
Well No. 17	480 West Compton Boulevard
Well No. 18	1824 North Santa Fe Avenue
Well No. 19	1119 East Tucker Street
Well No. 20	1300 El Segundo Boulevard

Project types, including oversight of all work performed include, but may not be limited to:

- Well pump/motor maintenance, repair, rehabilitation and/or replacement
- Well test pumping and video logging
- Booster pump/motor maintenance, repair, rehabilitation and/or replacement
- Engineering and hydrogeology support
- Well chemical treatment
- Well and booster pump control and instrumentation

As more fully discussed and specified with the City's "Request for Qualifications to Provide Well and Booster Pump Maintenance Services," any "Instructions to Bidders," any "Supplementary Instructions to Bidders," and any addendum(s) and supplements thereto issued by the City, the "Qualifications/Proposal" and any "Bid/Unit Price Proposal" submitted by the Contractor, all of which are incorporated herein.

Contractor will be responsible for the professional quality, technical accuracy and coordination of the services. Contractor will, without additional compensation, correct or revise any errors or deficiencies in the services.

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.

2.0 Term of the Contract:

The Contractor shall commence performance of the work upon Notification to Proceed from the City and continue in a diligent and professional manner to perform and execute the assigned tasks and agreed services are completed, unless this Agreement is extended or terminated as provided herein.

3.0 Compensation:

The method of payment for this Contract shall be on a equipment, labor and unit amount basis, as more specifically provided in Contractor's Proposal "**Bid Schedule for Well and Booster Pump Maintenance Services,**" which is incorporated herein. The fees charged by the Contractor shall include compensation for all work and labor, 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 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 Contractor and the City. Adjustment in the total compensation will not be effective until authorized and approved by the City.

Services Agreement – General Pump Company
 Technical/Maintenance Services – Water Wells & Booster Pump Facilities
 Resolution No. _____

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoice(s) for all services completed. Invoice(s) shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoice(s) shall be delivered or mailed to the **General Manager, Compton Municipal Water 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.

For the work agreed to be performed pursuant to this Agreement, it is understood between the Parties that the maximum compensation payable to the Contractor for all services to be performed pursuant to this Agreement over the three (3) year term of this Agreement is limited to **Two Hundred Thirty One Thousand Dollars (\$231,000.00).**

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, including any noncancellable obligations incurred prior to 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 and materials associated with the performance of this Agreement.

4.0 Key Personnel:

4.1 Contractor's Representative. Contractor hereby designates _____, _____ of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

4.2 City's Representative. City hereby designates the **General Manager** of the **Compton Municipal Water Department** or his/her designee as City's Representative for this Agreement.

5.0 Supervision of Work:

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

6.0 Safety:

6.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the work.

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

.a Employees and all other persons at any of the wells and booster pump facilities (i.e. "Site" or "Sites") subject to this Agreement;

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

.c The property located at the Site, whether or not said property or structures are part of the services or involved in the work.

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

6.1.4 Losses not insured under property insurance which may arise from the performance of the work, to the extent of the negligence attributed to such acts or omissions of Contractor or anyone for whose acts Contractor may be liable, shall be promptly remedied by Contractor at Contractor's cost and without reimbursement by City as a cost of work, or in any other manner.

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

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

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

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

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

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

7.0 Indemnity:

Contractor shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereafter the "CITY") against any and all damages to

Services Agreement – General Pump Company
 Technical/Maintenance Services – Water Wells & Booster Pump Facilities
 Resolution No. _____

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 or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Contract, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

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

8.0 Insurance:

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

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City.

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

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

8.2.1 Commercial General Liability. Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 11 88, with minimum limits of at least **One Million Dollars (\$1,000,000.00)** per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. Products and completed operations coverage shall be maintained for a minimum of two years after completion of the Work.

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

8.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 06 92 covering "Any Auto" (Symbol 1) with minimum limits of **One Million Dollars (\$1,000,000.00)** each accident. If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle (as specified in the following paragraph); and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees). Independent Contractors may not be able to purchase a Business Automobile policy and consideration may be given to accepting a Personal Automobile Liability policy. Requirements should stipulate "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident."

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

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

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

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

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

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

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

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

8.3.3 The policy or policies of insurance required by Section 8.2.3 (Workers' Compensation) shall be endorsed to provide the following:

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

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

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

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

8.6 Evidence of Insurance. *The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies on forms approved by the City.* The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

9.0 Non-Discriminatory Employment Practices:

During the performance of this Contract, 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. The 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. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to

post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part.

10.0 Successors and Assigns:

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.

11.0 Warranties:

The Contractor guarantees all equipment, materials, supplies and work furnished on the job against defective construction or workmanship for a period of one (1) year following completion of the project.

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

12.0 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 of Compton. 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.

13.0 Permits and Licenses:

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

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

14.0 Termination:

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

14.1 If 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 five (5) days written notice, terminate this Agreement.

14.2 If 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 five (5) days written notice, terminate this Agreement.

14.3 If 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 five (5) days written notice, terminate this Agreement.

If the City gives notice of termination, Contractor shall cease immediately all work in progress unless otherwise directed in writing by the City. Upon termination Contractor shall furnish to the City a final invoice for work performed.

15.0 Ownership of Documents/Equipment:

All electronic and hardcopy data, reports, documents, records, plans, discs, diskettes or other material ("Documents") prepared, developed or discovered by or provided to Contractor during the course of providing services pursuant to this Agreement shall be the property of the City, whether or not the services are completed.

16.0 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 Contractor or any of Contractor's subcontractors), 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 Contract upon any event that renders performance impossible. In such case, City shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

17.0 Waivers:

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

18.0 Amendments:

This Agreement may be modified or amended only by 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.

19.0 Notice:

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

To Contractor:

General Pump Company
159 North Acacia Street
San Dimas, California 91773
Attn: Michael Bodart, President
(909) 599-9606
(909) 599-6238 – fax.

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: General Manager, Compton
Municipal Water Department
(310) 605-5524
(310) 763-4567 – fax.

With copy to:

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

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

20.0 Contractors' 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, services,

Services Agreement – General Pump Company
Technical/Maintenance Services – Water Wells & Booster Pump Facilities
Resolution No. _____

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, at its expenses, 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.

21.0 Examination and Audit:

This Contract shall be subject to examination and audit of the City, State Auditor of the State of California and/or 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.

22.0 Covenants Against Contingent Fees:

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor 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.

23.0 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.

24.0 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.

25.0 Governing Law and Severability:

This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

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

26.0 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. Contractor shall be responsible for paying all federal and state income withholding taxes for all earning under this Agreement.

27.0 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.

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.

GENERAL PUMP COMPANY/CONTRACTOR

Dated: _____

By _____
Michael Bodart, President/Director of Engineering

Services Agreement – General Pump Company
Technical/Maintenance Services – Water Wells & Booster Pump Facilities
Resolution No. _____

CITY OF COMPTON

Recommended for Approval by:

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Water Department

RESOLUTION TITLE: A RESOLUTON OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR GENERAL PUMP COMPANY FOR PROVISION OF WELL AND BOOSTER PUMP TECHNICAL AND MAINTENANCE SERVICES (\$77,000)

Kenneth Holcomb
DEPARTMENT MANAGER’S SIGNATURE

2/8/2018 9:41:52 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

2/13/2018 1:24:07 PM
DATE

Austin Okonta
CITY CONTROLLER

2/12/2017 8:31:02 AM
DATE

Cecil Rhambo
CITY MANAGER

2/8/2018 6:08:01 PM
DATE

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

February 20, 2018

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM: VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO AMEND
THE EXISTING LEASE AGREEMENT BETWEEN THE CITY OF
COMPTON AND VOLUNTEERS OF AMERICA OF LOS
ANGELES FOR ADDITIONAL OFFICE SPACE AT THE
NEIGHBORHOOD CENTER - 600 NORTH ALAMEDA STREET**

SUMMARY

The City Council will consider a request by the Volunteers of America of Los Angeles ("Volunteers of America") to amend their existing three (3) year lease agreement with the City of Compton of City-owned property located at 600 North Alameda Street, Compton, to authorize the leasing of an additional 922 square feet of space in the northern end of the building at the rental rate of One Dollar (\$1.00) per square foot for the remainder of the lease agreement term (i.e. June 30, 2020).

BACKGROUND

The City of Compton owns certain real property located at 600 North Alameda Street, Compton, commonly known as the "Neighborhood Center" facility. This property is used as a "shared occupancy" facility, offering indoor and outside space for leasing to outside agencies, organizations, and individuals. Current tenants at this location include the Volunteers of America and Shields for Families.

In November 2012, the City implemented a City-wide leasing policy which specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the tenant and that the standard leasing rate for indoor floor space in a City-owned facility shall be **at least One Dollar (\$1.00) per square foot**. Additionally, proposed lease agreements are to address the costs incurred by the City for utilities, maintenance, repairs, security, etc. At the Neighborhood Center location, staff has identified that cost to be ninety-seven cents (\$0.97) per square foot. Thus, the cost to the City will be recovered in a recommended minimal monthly rental rate based on a square footage charge of \$1.97 (i.e. \$1.00 per square foot base rental rate plus \$0.97 per square foot for utilities, maintenance, custodial and security).

**Staff Report – Resolution Authorize Amend 36 Month
Lease Agreement with Volunteers of America
Neighborhood Center Facility – 600 North Alameda
February 20, 2018, page 2 of 4**

On June 20, 2017, the Council approved Resolution No. 24,590, which authorized the City Manager to enter into a thirty six (36) month (i.e. July 1, 2017 through June 30, 2020) lease agreement with Volunteers of America for the exclusive use of approximately 2,057 square feet of indoor space located at the northern end of the Neighborhood Center building at the monthly rental rate of One Dollar (\$1.00) per square foot - \$2,057.00 per month, waiving the City's cost recovery. Volunteers of America utilizes this space for offices for their support services staff.

STATEMENT OF THE ISSUE

Volunteers of America is a non-profit human services organization with a broad scope of support and services for all regardless of race, gender, age or religious preference.

Volunteers of America desires to provide more office space(s) for their staff and has requested that the City consider their request to amend the current lease agreement to provide an additional 922 square feet of indoor space at the current rental rate of One Dollar (\$1.00) per square foot for the remainder of the lease term. The current lease agreement provides the Volunteers of America with the exclusive use of the following indoor spaces within the Neighborhood Center facility (northern end of building):

LOCATION	USE	SIZE	SQUARE FEET
Room 1	Office	11' x 24'	264 S.F.
Room 3	Office	6' x 24'	144 S.F.
Room 6	Office	17' x 25'	425 S.F.
Room 7	Office	17' x 28'	476 S.F.
Room 9	Office	17' x 21'	357 S.F.
Room 10	Office	17' x 23'	391 S.F.

Total Current Exclusive Square Footage

2057 Square Feet

**Staff Report – Resolution Authorize Amend 36 Month
Lease Agreement with Volunteers of America
Neighborhood Center Facility – 600 North Alameda
February 20, 2018, page 3 of 4**

Below are the proposed square footage lease agreement changes:

LOCATION	USE	SIZE	SQUARE FEET	CHANGE
Room 1	Office	11' x 24'	264 S.F.	
Room 2	Office	10' x 12'	120 S.F.	ADD
Room 3	Office	6' x 24'	144 S.F.	
Room 4	Office	10' x 11'	110 S.F.	ADD
Room 5	Office	17' x 31'	527 S.F.	ADD
Room 6	Office	17' x 25'	425 S.F.	
Room 7	Office	17' x 28'	476 S.F.	
Room 9	Office	17' x 21'	357 S.F.	
Room 10	Office	17' x 23'	391 S.F.	
Break Room		15' x 11'	165 S.F.	ADD

Total Exclusive Square Footage after Lease Amendment - 2979 Square Feet

It should be noted that the proposed additional square footage identified as Rooms 2, 4 and 5, above, are currently leased by tenant Shields for Families, however, Shields for Families desires to amend their current lease agreement to remove this square footage and add other spaces. Shields for Families request to the City Council will be presented by a separation resolution.

FINANCIAL IMPACT

Approval of the amendment to the current lease agreement at the requested \$1.00 per square foot for occupation of approximately 2,979 square feet of indoor office space will total \$2,979.00 per month in rental fees for use of the City's facilities.

#14.

Staff Report – Resolution Authorize Amend 36 Month
Lease Agreement with Volunteers of America
Neighborhood Center Facility – 600 North Alameda
February 20, 2018, page 4 of 4

RECOMMENDATION

Staff has no objection to Volunteers of America's request to rent additional square footage; however, staff is not authorized to offer to lease City-owned property wherein the terms sought by the prospective Tenant may vary from the requirements of the City's Leasing Policy; that is, waiver of City costs for maintenance, custodial, security, etc.; thus, staff makes no recommendation concerning this request. The decision is at the discretion of the City Council.

**VAN WILSON, DIRECTOR
GENERAL SERVICES 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 EXISTING LEASE
AGREEMENT BETWEEN THE CITY OF COMPTON AND VOLUNTEERS OF
AMERICA OF LOS ANGELES FOR ADDITIONAL OFFICE SPACE AT THE
NEIGHBORHOOD CENTER - 600 NORTH ALAMEDA STREET**

WHEREAS, the City of Compton owns certain real property located at 600 North Alameda Street, commonly known as the “Neighborhood Center” facility, which is used as a “shared occupancy” facility, offering indoor and outside space for leasing to outside agencies, organizations, and individuals; and

WHEREAS, in November 2012, the City implemented a City-wide leasing policy which specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the tenant and that the standard leasing rate for indoor floor space in a City-owned facility shall be *at least* One Dollar (\$1.00) *per square foot*; and

WHEREAS, additionally, proposed lease agreements are to address the costs incurred by the City for utilities, maintenance, repairs, security, etc. and at the Neighborhood Center location, staff has identified that cost to be ninety-seven cents (\$0.97) per square foot; thus, the cost to the City will be recovered in a recommended minimal monthly rental rate based on a square footage charge of \$1.97 for exclusive indoor spaces; and

WHEREAS, on June 20, 2017, the Council approved Resolution No. 24,590, which authorized the City Manager to enter into a thirty six (36) month (i.e. July 1, 2017 through June 30, 2020) lease agreement with Volunteers of America of Los Angeles (“Volunteers of America”) for the exclusive use of approximately 2,057 square feet of indoor space located at the northern end of the Neighborhood Center building at the monthly rental rate of One Dollar (\$1.00) per square foot - \$2,057.00 per month, waiving the City’s cost recovery; and

WHEREAS, Volunteers of America desires to provide more office space(s) for their staff and has requested that the City consider their request to amend the current lease agreement to provide an additional 922 square feet of indoor space at the current rental rate of One Dollar (\$1.00) per square foot for the remainder of the lease term.

**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 amend the existing three (3) year lease agreement between the City of Compton and Volunteers of America of Los Angeles to authorize the leasing of an additional 922 square feet of indoor space in the northern end of the Neighborhood Center facility (600 North Alameda Street, Compton) at the rental rate of One Dollar (\$1.00) per square foot for the remainder of the current lease agreement term (i.e. July 1, 2017 through June 30, 2020).

Section 2. That leasing of the additional 922 square feet of indoor space at the Neighborhood Center facility by Volunteers of America of Los Angeles is authorized to commence on February 1, 2018 and continue through June 30, 2020.

Section 3. That commencing February 1, 2018, the monthly lease rate shall be Two Thousand Nine Hundred Seventy Nine Dollars (\$2,979.00) – i.e. One Dollar (\$1.00) per square foot for the total 2,979 square feet in the northern end of the facility leased to Volunteers of America of Los Angeles.

Section 4. That Account No. 1001-000-000-3420 has been established to receive all facility lease payments.

Section 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager (Security Division), City Clerk, City Controller, General Services and the City Attorney.

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

ADOPTED this ____ day of _____, 2018.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this ____ day of _____, 2018.

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

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

CITY CLERK OF THE CITY OF COMPTON

**AMENDMENT TO LEASE AGREEMENT
BETWEEN
CITY OF COMPTON AND
VOLUNTEERS OF AMERICA OF LOS ANGELES
[Neighborhood Center Facility – Northern End]**

This **AMENDMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**LANDLORD**”) and the **VOLUNTEERS OF AMERICA OF LOS ANGELES** (hereinafter referred to as “**TENANT**”), collectively, the “Parties.”

RECITALS

WHEREAS, pursuant to Resolution No. 23,362, adopted by the City Council of the City of Compton on June 20, 2017, the Landlord and Tenant entered into a Lease Agreement for the lease of approximately 2,057 square feet of indoor space located at the northern end of the Neighborhood Center facility located at 600 North Alameda Street, Compton, at the monthly rental rate of One Dollar (\$1.00) per square foot; and

WHEREAS, it is the desire of the Tenant to amend the current three (3) year lease agreement with the City to authorize the leasing of an additional 922 square feet of space in the northern end of the building at the rental rate of One Dollar (\$1.00) per square foot for the remainder of the lease agreement term (i.e. June 30, 2020); and

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____ 2018, the City Council gave approval to amend the Lease Agreement with the Tenant add 922 square feet of indoor space, at the rental rate of One Dollar (\$1.00) per square foot, to the provisions of the current lease agreement.

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

AMENDMENTS

1. The parties agree to amend **Section 1 – Premises** of the original Lease Agreement to provide an additional 922 square feet of indoor space for exclusive use by the Tenant. Commencing February 1, 2018 through June 30, 2020, the Tenant shall lease the following indoor square footage within the Site, located at the northern end of the building:

LOCATION	USE	SIZE	SQUARE FEET	CHANGE
Room 1	Office	11' x 24'	264 S.F.	
Room 2	Office	10' x 12'	120 S.F.	ADD
Room 3	Office	6' x 24'	144 S.F.	
Room 4	Office	10' x 11'	110 S.F.	ADD

Amendment to Lease Agreement – Volunteer of America of Los Angeles
 Neighborhood Center Facility – Northern End of Building
 Resolution No. _____

LOCATION	USE	SIZE	SQUARE FEET	CHANGE
Room 6	Office	17' x 25'	425 S.F.	
Room 7	Office	17' x 28'	476 S.F.	
Room 9	Office	17' x 21'	357 S.F.	
Room 10	Office	17' x 23'	391 S.F.	
Break Room		15' x 11'	165 S.F.	ADD

Amended Total Exclusive Square Footage - 2979 Square Feet

2. The parties agree to amend **Section 3 – Rent** of the original Lease Agreement to provide that effective February 1, 2018 through June 30, 2020, the Tenant shall pay to Landlord as rent for said Premises hereof the sum of **Two Thousand Nine Hundred Seventy Nine Dollars (\$2,979.00)** per month, based on a rental rate of **One Dollar (\$1.00) per square foot** for each square foot of exclusive use of the above-identified indoor space. Lease payments shall be due in advance on the first day of each and every month of the term hereof. Any lease payment not received by the Landlord by the tenth (10th) day of the month will be deemed late and a late fee (penalty) in the amount of **Five Percent (5%)** will be charged.

3. Except as provided for above, all other terms and conditions of the original Lease Agreement and any amendments thereto between the Landlord and the Tenant all remain in effect.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **AMENDMENT** to the **LEASE AGREEMENT** between the **CITY OF COMPTON** and **VOLUNTEERS OF AMERICA OF LOS ANGELES**.

**VOLUNTEERS OF AMERICA OF LOS ANGELES
 TENANT**

By _____
 Veronica Lara, Chief Operating Officer

Dated: _____

CITY OF COMPTON/LANDLORD
 Recommended for Approval:

By _____
 Van Wilson, Director
 General Services Department

Dated: _____

Amendment to Lease Agreement – Volunteer of America of Los Angeles
Neighborhood Center Facility – Northern End of Building
Resolution No. _____

Approved by:

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

Dated: _____

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

Attachments: Resolution No. _____
Diagram of Premises

RESOLUTION SIGN-OFF FORM

DEPARTMENT: General Services

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE EXISTING LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND VOLUNTEERS OF AMERICA OF LOS ANGELES FOR ADDITIONAL OFFICE SPACE AT THE NEIGHBORHOOD CENTER - 600 NORTH ALAMEDA STREET

Van Wilson
DEPARTMENT MANAGER’S SIGNATURE

1/18/2018 4:26:06 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

1/30/2018 10:35:32 AM
DATE

Nita McKay
CITY CONTROLLER

1/29/2018 7:39:53 PM
DATE

Cecil Rhambo
CITY MANAGER

1/29/2018 12:29:03 PM
DATE

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

February 20, 2018

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: WENDELL E. JOHNSON, P.E., (INTERIM) DIRECTOR
PUBLIC WORKS DEPARTMENT**

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR PALP, INC. DBA EXCEL PAVING COMPANY FOR THE STREET REHABILITATION PROJECT CDBG #13-01 (\$1,775,400)

SUMMARY

Adoption of this resolution will authorize an amendment to the 2017-2018 Fiscal Year budget to transfer funds within the Public Works Department budget, authorize the City Manager to enter into a construction contract with and establish a purchase order in the amount of One Million Six Hundred Fourteen Thousand Dollars (\$1,614,000.00) for Palp, Inc. dba Excel Paving Company and One Hundred Sixty One Thousand Four Hundred Dollars (\$161,400.00) contingency amount for the "Street Rehabilitation Project, CDBG #13-01."

BACKGROUND

The Street Rehabilitation Project ("Project") provides improvements to the below-specified streets within Community Development Block Grant ("CDBG") areas and other streets throughout the City:

No.	Street Name	Limits
1	Salinas Avenue	134 th Street to City Limits
2	Dern Avenue	134 th Street to 132 nd Street
3	Riddle Avenue	134 th Street to 132 nd Street
4	Grandee Avenue	El Segundo Blvd. to 127 th Street
5	151 st Street	Tajauta Avenue to Dwight Avenue
6	152 nd Street	Tajauta Avenue to Dwight Avenue
7	Wilmington Avenue (Frontage)	Stockwell Street to 131 st Street
8	Nord Street	Wilmington Avenue to Paulsen Avenue
9	Stockwell Street	Wilmington Avenue to Paulsen Avenue

#15.

Staff Report – Resolution Authorizing Construction Contract
Palp, Inc. dba Excel Paving
Street Rehabilitation Project, CDBG #13-01
February 20, 2018, Page 2 of 3

10	Carlin Avenue	Alameda Street to Santa Fe Avenue
11	Euclid Avenue	Alameda Street to Santa Fe Avenue
12	Saunders Street	Essey Avenue to East of Pannes Avenue
13	Pixley Street	Essey Avenue to Thorson Avenue
14	Thorson Avenue	Bales Street to Saunders Street
15	Bales Street	Bradfield Avenue to Holly Avenue
16	Holly Avenue	San Vincente Street to Bales Street
17	San Vincente Street	Holly Avenue to West of Harris Avenue
18	Locust Avenue	Compton Blvd. to San Vincente Street
19	San Mateo Street	West end to Harris Avenue
20	San Marcus Street	West end to Harris Avenue
21	San Luis Street	West end to Harris Avenue

The project will be performed in accordance with the plans, specifications and other contract documents and shall consist of: the installation of asphalt concrete; the installation of ADA compliant curb ramps; curb; gutter and sidewalk improvements; driveway improvements; striping and traffic loop replacement; street sign replacement; and, other minor associated work.

STATEMENT OF ISSUE

The Project was advertised for competitive bids on December 21, 2017. Bids were received and opened on January 18, 2018. Seven (7) bids were received as follows:

<u>Contractors</u>	<u>Amount</u>
Palp, Inc. dba Excel Paving	\$1,614,000.00
All American Asphalt	\$1,633,513.94
Hardy & Harper, Inc.	\$1,661,000.00
COPP Contracting, Inc.	\$1,707,410.25
Sully-Miller Contracting	\$1,713,845.00
Toro Enterprises	\$1,729,185.00
Shawnan	\$2,840,116.42

Based upon review of submitted bid documents, it has been determined that Palp, Inc. dba Excel Paving submitted the lowest responsive bid. Accordingly, staff recommends City Council award the construction contract to Palp, Inc. dba Excel Paving in the amount of \$1,614,000.00. Additionally, staff recommends that a ten percent (10%) contingency in the amount of \$161,400.00 for any unforeseen costs be authorized for this Project. The Engineer's estimate for this Project is \$2,019,631. The project is estimated to be completed within 90 working days.

Therefore, in order to award the construction contract to Palp, Inc. dba Excel Paving, City Council's authorization is necessary.

FISCAL IMPACT

The Public Works 2017-2018 Fiscal Year budget will need to be amended to transfer funds between accounts as follows:

From:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1004-720-000-4294	Contingency	\$731,920.00

To:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1004-720-000-4269	Other Contract Services	\$731,920.00

Subsequent to the transfer of the above-noted funds between account, funds in the amount of \$1,775,400.00 will be available in the Public Works 2017-2018 Fiscal Year budget as follows:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2818-720-000-4269	Other Contract Services	\$1,043,480.00
1004-720-000-4269	Other Contract Services	<u>\$ 731,920.00</u>
TOTAL AMOUNT		\$1,775,400.00

ALTERNATIVE

Council can reject all bids and instruct staff to re-advertise, however, due to the desire of the City to move forward with this project, no other alternative is being proposed at this time.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

WENDELL E. JOHNSON, P.E., (INTERIM) 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 AMENDING THE 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR PALP, INC. DBA EXCEL PAVING COMPANY FOR THE STREET REHABILITATION PROJECT CDBG #13-01 (\$1,775,400)

WHEREAS, the Street Rehabilitation Project (“Project”) provides improvements to specified streets within Community Development Block Grant (“CDBG”) areas and other streets throughout the City; and

WHEREAS the project will be performed in accordance with the plans, specifications and other contract documents and shall consist of: the installation of asphalt concrete; the installation of ADA compliant curb ramps; curb; gutter and sidewalk improvements; driveway improvements; striping and traffic loop replacement; street sign replacement; and, other minor associated work; and

WHEREAS, the Project was advertised for competitive bids on December 21, 2017 with seven (7) bids received and opened on January 18, 2018:

<u>Contractors</u>	<u>Amount</u>
Palp, Inc. dba Excel Paving	\$1,614,000.00
All American Asphalt	\$1,633,513.94
Hardy & Harper, Inc.	\$1,661,000.00
COPP Contracting, Inc.	\$1,707,410.25
Sully-Miller Contracting	\$1,713,845.00
Toro Enterprises	\$1,729,185.00
Shawnan	\$2,840,116.42

WHEREAS, based upon review of submitted bid documents, it has been determined that Palp, Inc. dba Excel Paving submitted the lowest responsive bid; and

WHEREAS, staff recommends City Council award the construction contract to Palp, Inc. dba Excel Paving in the amount of \$1,614,000.00 and authorize a ten percent (10%) contingency in the amount of \$161,400.00 for any unforeseen costs be authorized for this Project; and

WHEREAS, the Public Works 2017-2018 Fiscal Year budget should be amended to transfer \$731,920.00 in funds between accounts.

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

SECTION 1. That the bid of Palp, Inc. dba Excel Paving in the amount of One Million Six Hundred Fourteen Thousand Dollars (\$1,614,000.00) is hereby accepted and all other bids rejected.

SECTION 2. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a construction contract with Palp, Inc. dba Excel Paving for services performed on the Street Rehabilitation Project, CDBG #13-01.

SECTION 3. That the Public Works 2017-2018 Fiscal Year budget shall be amended to transfer funds between accounts as follows:

<u>From:</u>		
<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1004-720-000-4294	Contingency	\$731,920.00
<u>To:</u>		
<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1004-720-000-4269	Other Contract Services	\$731,920.00

SECTION 4. That funds in the amount of \$1,775,400.00 will be available in the Public Works 2017-2018 Fiscal Year budget as follows:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2818-720-000-4269	Other Contract Services	\$1,043,480.00
1004-720-000-4269	Other Contract Services	<u>\$ 731,920.00</u>
TOTAL AMOUNT		<u>\$1,775,400.00</u>

SECTION 5. That a purchase order in the amount of \$1,614,000.00 is authorized to be established for Palp, Inc. dba Excel Paving for services to be rendered on the Street Rehabilitation Project.

SECTION 6. That a project contingency amount of One Hundred Sixty One Thousand Four Hundred Dollars (\$161,400.00) is hereby authorized.

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

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

ADOPTED this _____ day of _____, 2018.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

Resolution No. _____
Page 3

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 _____, 2018.

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

Attachment 1, Street Segment Listing – CDBG 13-01

DIST	STREET NAME	FROM	TO	WIDE	LENGTH	AREA
1	127TH PLACE	DALHART AVENUE	WEST END	28	1790	50120
1	127TH STREET	KENESAW AVENUE	WEST END	27	1200	32400
1	DALHART AVENUE	EL SEGUNDO BOULEVARD	NORTH END	31	425	13175
1	DERN AVENUE	132ND STREET	134TH STREET	28	950	26600
1	GRANDEE AVENUE	EL ESGUNDO BOULEVARD	127TH STREET	27	500	13500
1	KENESAW AVENUE	127TH PALCE	127TH STREET	28	2000	56000
1	NORD STREET	WILMINGTON AVENUE	EAST CITY LIMIT	28	840	23520
1	RIDDLE AVENUE	132ND STREET	134TH STREET	28	940	26320
1	SALINAS AVENUE	132ND STREET	134TH STREET	35	920	32200
1	STOCKWELL STREET	WILMINGTON AVENUE	EAST CITY LIMIT	54	940	50760
1	WILMINGTON AVENUE	STOCKWELL STREET	131ST STREET	30	1000	30000
2	BALES STREET	BRADFIELD AVENUE	HOLLY AVENUE	26	570	14820
2	CARLIN STREET	ALAMEDA STREET	SANTA FE AVENUE	34	625	21250
2	EUCLID AVENUE	ALAMEDA STREET	SANTA FE AVENUE	32	1620	51840
2	HOLLY AVENUE	BALES STREET	SAN VINCENTE STREET	17	300	5100
2	LOCUST AVENUE	COMPTON BOULEVARD	SAN VINCENTE STREET	27	1190	32130
2	OAK STREET	ALAMEDA STREET	SANTA FE AVENUE	32	1620	51840
2	PIXLEY STREET	ESSEY AVENUE	THORSON AVENUE	30	1317	39510
2	QUEENSDALE STREET	BULLIS ROAD	PANNES AVENUE	27	1270	34290
2	SAN LUIS STREET	WEST END	EAST CITY LIMIT	28	290	8120
2	SAN MARCUS STREET	WEST END	EAST CITY LIMIT	28	290	8120
2	SAN MATEO STREET	WEST END	EAST CITY LIMIT	26	290	7540
2	SAN VICENTE STREET	500' W/O BRADFIELD AVENUE	WEST CITY LIMITS	31	1600	49600
2	SAUNDERS STREET	ESSEY AVENUE	PANNES AVENUE	27	750	20250
2	THORSON AVENUE	BALES STREET	SAUNDERS STREET	27	1130	30510
3	151TH STREET	DWIGHT AVENUE	TAJAUTA AVENUE	32	1440	46080
3	152ND STREET	DWIGHT AVENUE	TAJAUTA AVENUE	29	1400	40600

Street Rehabilitation Project CIP # 13-01				Engineering Estimate		COPP Contracting		All American Asphalt		Hardy & Harper		Palp	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization and Demobilization	1	LS	\$87,144.20	\$87,144.20	\$65,200.00	\$65,200.00	\$67,000.00	\$67,000.00	\$76,000.00	\$76,000.00	\$98,000.00	\$98,000.00
2	Unclassified Excavation and Install CMB (Allowance Item Only)	100	CY	\$60.00	\$6,000.00	\$275.00	\$27,500.00	\$165.00	\$16,500.00	\$370.00	\$37,000.00	\$120.00	\$12,000.00
3	Traffic Control	1	LS	\$59,000.00	\$59,000.00	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00	\$40,000.00	\$40,000.00	\$51,861.76	\$51,861.76
4	Clearing and Grubbing	1	LS	\$37,500.00	\$37,500.00	\$32,000.00	\$32,000.00	\$50,000.00	\$50,000.00	\$96,000.00	\$96,000.00	\$10,000.00	\$10,000.00
5	Cold Mill AC Pavement (1.5" thick)	221,600	SF	\$0.20	\$44,320.00	\$0.24	\$53,184.00	\$0.15	\$33,240.00	\$0.18	\$39,888.00	\$0.17	\$37,672.00
6	Cold mill AC Pavement (2" thick)	115,000	SF	\$0.25	\$28,750.00	\$0.28	\$32,200.00	\$0.20	\$23,000.00	\$0.21	\$24,150.00	\$0.22	\$25,300.00
7	Roadway Excavation (Approximate 2")	70,050	SF	\$0.25	\$17,512.50	\$0.52	\$36,426.00	\$0.45	\$31,522.50	\$0.30	\$21,015.00	\$0.22	\$15,411.00
8	Roadway Excavation (Approximate 2.5")	20,300	SF	\$0.30	\$6,090.00	\$0.57	\$11,571.00	\$0.55	\$11,165.00	\$0.37	\$7,511.00	\$0.26	\$5,278.00
9	Roadway Excavation (Approximate 3")	59,100	SF	\$0.35	\$20,685.00	\$0.75	\$44,325.00	\$0.65	\$38,415.00	\$0.44	\$26,004.00	\$0.33	\$19,503.00
	Roadway Excavation (Approximate 3.5")	10600	SF	\$0.40	\$4,240.00	\$0.78	\$8,268.00	\$0.75	\$7,950.00	\$0.96	\$10,176.00	\$0.61	\$6,466.00
11	Application of Crack Seal	332,506	SF	\$0.25	\$83,126.50	\$0.06	\$19,950.36	\$0.04	\$13,300.24	\$0.03	\$9,975.18	\$0.04	\$13,300.24
12	Construct 1.5" Thick Asphalt Concrete Pavement (PG 70-10-B)	3,037	TN	\$70.00	\$212,590.00	\$70.22	\$213,258.14	\$66.00	\$200,442.00	\$69.00	\$209,553.00	\$63.00	\$191,331.00
13	Construct 1.5" Thick Leveling Course (PG 70-10-C2)	640	TN	\$70.00	\$44,800.00	\$70.22	\$44,940.80	\$66.00	\$42,240.00	\$69.00	\$44,160.00	\$61.00	\$39,040.00
14	Construct 2" Thick Asphalt Concrete Pavement (PG 70-10-B)	2,835	TN	\$70.00	\$198,450.00	\$70.22	\$199,073.70	\$66.00	\$187,110.00	\$69.00	\$195,615.00	\$63.00	\$178,605.00
15	Construct 2.5 " Thick Asphalt Concrete Pavement (PG 70-10-B)	370	TN	\$70.00	\$25,900.00	\$70.22	\$25,981.40	\$66.00	\$24,420.00	\$69.00	\$25,530.00	\$63.00	\$23,310.00
16	Construct 3.5" Thick Asphalt Concrete Pavement (PG 70-10-B)	280	TN	\$70.00	\$19,600.00	\$70.22	\$19,661.60	\$66.00	\$18,480.00	\$69.00	\$19,320.00	\$63.00	\$17,640.00
17	Remove & Replace 2" to 2.5" thick AC Pavement after cold milling (total 4 " thick where overlay occurs)	30,854	SF	\$2.50	\$77,135.00	\$2.70	\$83,305.80	\$3.80	\$117,245.20	\$2.50	\$77,135.00	\$3.00	\$92,562.00
18	Construct 4" Driveway Approach and Gutter per Std. Plan 110-2	745	SF	\$12.00	\$8,940.00	\$12.50	\$9,312.50	\$9.00	\$6,705.00	\$9.50	\$7,077.50	\$12.00	\$8,940.00
19	Construct 6" Driveway Approach and Gutter per Std. Plan 110-2	7,280	SF	\$15.00	\$109,200.00	\$13.00	\$94,640.00	\$11.00	\$80,080.00	\$11.00	\$80,080.00	\$14.25	\$103,740.00
20	Construct PCC Curb Ramp per SPPWC Std. Plan No. 111-5	69	EA	\$3,500.00	\$241,500.00	\$3,975.00	\$274,275.00	\$4,200.00	\$289,800.00	\$3,300.00	\$227,700.00	\$4,000.00	\$276,00

21	Install Truncated Dome	35	EA	\$500.00	\$17,500.00	\$550.00	\$19,250.00	\$575.00	\$20,125.00	\$555.00	\$19,425.00	\$660.00	\$23,10
22	Construct PCC Sidewalk, 4 inches thick per Std. Plan No. 112-2	12,605	SF	\$15.00	\$189,075.00	\$8.50	\$107,142.50	\$4.00	\$50,420.00	\$7.65	\$96,428.25	\$9.40	\$118,487.00
23	Construct PCC Spandrel per Std. Plan No. 122-2, including excavation and crushed aggregate base	73	SF	\$20.00	\$1,460.00	\$28.00	\$2,044.00	\$19.00	\$1,387.00	\$40.00	\$2,920.00	\$27.00	\$1,971.00
24	Construct PCC Curb & Gutter per SPPWC Std. Plan No. 120-2 Type A2-6	186	LF	\$45.00	\$8,370.00	\$59.00	\$10,974.00	\$48.00	\$8,928.00	\$44.00	\$8,184.00	\$53.00	\$9,858.00
25	SPPWC Std. Plan No. 120-2 Type A2-8	1,881	LF	\$50.00	\$94,050.00	\$55.00	\$103,455.00	\$50.00	\$94,050.00	\$45.00	\$84,645.00	\$53.00	\$99,693.00
26	Construct Asphalt Concrete Dike	251	LF	\$30.00	\$7,530.00	\$39.90	\$10,014.90	\$18.00	\$4,518.00	\$24.00	\$6,024.00	\$12.00	\$3,012.00
27	Construct 6" Alley Intersection per Std. Plan No. 130-2	529	SF	\$20.00	\$10,580.00	\$13.95	\$7,379.55	\$19.00	\$10,051.00	\$24.00	\$12,696.00	\$21.00	\$11,109.00
28	Plan No. 523-2 including root and tree pruning	188	LF	\$35.00	\$6,580.00	\$77.25	\$14,523.00	\$75.00	\$14,100.00	\$100.00	\$18,800.00	\$75.00	\$14,100.00
29	Remove Existing Tree Stump. Stump Grind to a Depth of 24"	5	EA	\$1,000.00	\$5,000.00	\$535.00	\$2,675.00	\$520.00	\$2,600.00	\$1,000.00	\$5,000.00	\$525.00	\$2,625.00
30	Construct Speed Bump	14	EA	\$3,000.00	\$42,000.00	\$3,000.00	\$42,000.00	\$1,600.00	\$22,400.00	\$1,500.00	\$21,000.00	\$1,250.00	\$17,500.00
31	Adjust Water Valve Box and Cover	46	EA	\$400.00	\$18,400.00	\$325.00	\$14,950.00	\$520.00	\$23,920.00	\$400.00	\$18,400.00	\$475.00	\$21,850.00
32	Adjust Gas Valve and Cover	5	EA	\$400.00	\$2,000.00	\$325.00	\$1,625.00	\$520.00	\$2,600.00	\$400.00	\$2,000.00	\$375.00	\$1,875.00
33	Adjust Manhole Frame and Cover to surface	39	EA	\$500.00	\$19,500.00	\$425.00	\$16,575.00	\$785.00	\$30,615.00	\$1,200.00	\$46,800.00	\$650.00	\$25,350.00
34	Remove and Construct Pullbox	2	EA	\$200.00	\$400.00	\$1,100.00	\$2,200.00	\$1,100.00	\$2,200.00	\$1,500.00	\$3,000.00	\$1,100.00	\$2,200.00
35	Install Type "E" Traffic Loop Detector	6	EA	\$600.00	\$3,600.00	\$420.00	\$2,520.00	\$625.00	\$3,750.00	\$1,000.00	\$6,000.00	\$400.00	\$2,400.00
36	Install New Sign and Post	13	EA	\$500.00	\$6,500.00	\$181.00	\$2,353.00	\$175.00	\$2,275.00	\$300.00	\$3,900.00	\$170.00	\$2,210.00
37	Install New Street Name Sign	44	EA	\$400.00	\$17,600.00	\$184.00	\$8,096.00	\$180.00	\$7,920.00	\$177.00	\$7,788.00	\$175.00	\$7,700.00
38	Install New Street Name Sign with Post	4	EA	\$600.00	\$2,400.00	\$265.00	\$1,060.00	\$260.00	\$1,040.00	\$400.00	\$1,600.00	\$250.00	\$1,000.00
39	Traffic Signing, Striping, Legen and Markings	1	LS	\$51,000.00	\$51,000.00	\$23,500.00	\$23,500.00	\$22,000.00	\$22,000.00	\$22,500.07	\$22,500.07	\$22,000.00	\$22,000.00
	TOTAL				\$1,836,028.20	4	\$1,707,410.25	2	\$1,633,513.94	3	\$1,661,000.00	1	\$1,614,000.00

Shawnan		Sully-Miller		Toro	
UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
\$167,200.00	\$167,200.00	\$72,400.00	\$72,400.00	\$197,000.00	\$197,000.00
\$70.00	\$7,000.00	\$220.00	\$22,000.00	\$135.00	\$13,500.00
\$87,000.00	\$87,000.00	\$55,815.86	\$55,815.86	\$50,000.00	\$50,000.00
\$892,000.00	\$892,000.00	\$8,330.00	\$8,330.00	\$20,000.00	\$20,000.00
\$0.40	\$88,640.00	\$0.21	\$46,536.00	\$0.25	\$55,400.00
\$0.60	\$69,000.00	\$0.27	\$31,050.00	\$0.35	\$40,250.00
\$0.70	\$49,035.00	\$0.71	\$49,735.50	\$0.35	\$24,517.50
\$0.80	\$16,240.00	\$1.20	\$24,360.00	\$0.55	\$11,165.00
\$0.90	\$53,190.00	\$1.00	\$59,100.00	\$0.60	\$35,460.00
\$1.30	\$13,780.00	\$1.20	\$12,720.00	\$1.00	\$10,600.00
\$0.07	\$23,275.42	\$0.04	\$13,300.24	\$0.05	\$16,625.30
\$74.00	\$224,738.00	\$69.85	\$212,134.45	\$70.35	\$213,652.95
\$86.00	\$55,040.00	\$70.15	\$44,896.00	\$83.50	\$53,440.00
\$84.00	\$238,140.00	\$70.50	\$199,867.50	\$70.10	\$198,733.50
\$84.00	\$31,080.00	\$78.50	\$29,045.00	\$72.00	\$26,640.00
\$84.00	\$23,520.00	\$83.00	\$23,240.00	\$76.50	\$21,420.00
\$4.00	\$123,416.00	\$2.30	\$70,964.20	\$2.00	\$61,708.00
\$21.00	\$15,645.00	\$15.60	\$11,622.00	\$9.00	\$6,705.00
\$8.00	\$58,240.00	\$18.00	\$131,040.00	\$14.00	\$101,920.00
\$3,000.00	\$207,000.00	\$3,330.00	\$229,770.00	\$3,300.00	\$227,700.00

\$700.00	\$24,500.00	\$485.00	\$16,975.00	\$330.00	\$11,550.00
\$7.00	\$88,235.00	\$8.75	\$110,293.75	\$6.95	\$87,604.75
\$67.00	\$4,891.00	\$23.80	\$1,737.40	\$35.00	\$2,555.00
\$39.00	\$7,254.00	\$58.00	\$10,788.00	\$40.00	\$7,440.00
\$41.00	\$77,121.00	\$48.60	\$91,416.60	\$46.00	\$86,526.00
\$17.00	\$4,267.00	\$8.10	\$2,033.10	\$28.00	\$7,028.00
\$21.00	\$11,109.00	\$19.60	\$10,368.40	\$12.00	\$6,348.00
\$30.00	\$5,640.00	\$81.00	\$15,228.00	\$48.00	\$9,024.00
\$400.00	\$2,000.00	\$563.00	\$2,815.00	\$1,000.00	\$5,000.00
,700.00	\$23,800.00	\$975.00	\$13,650.00	\$1,500.00	\$21,000.00
\$370.00	\$17,020.00	\$104.00	\$4,784.00	\$610.00	\$28,060.00
\$400.00	\$2,000.00	\$703.00	\$3,515.00	\$165.00	\$825.00
\$1,000.00	\$39,000.00	\$844.00	\$32,916.00	\$700.00	\$27,300.00
\$1,000.00	\$2,000.00	\$1,125.00	\$2,250.00	\$645.00	\$1,290.00
\$1,000.00	\$6,000.00	\$675.00	\$4,050.00	\$485.00	\$2,910.00
\$700.00	\$9,100.00	\$282.00	\$3,666.00	\$295.00	\$3,835.00
\$700.00	\$30,800.00	\$338.00	\$14,872.00	\$188.00	\$8,272.00
\$800.00	\$3,200.00	\$535.00	\$2,140.00	\$295.00	\$1,180.00
\$39,000.00	\$39,000.00	\$22,420.00	\$22,420.00	\$25,000.00	\$25,000.00
7	\$2,840,116.42	5	\$1,713,845.00	6	\$1,729,185.00

**CONSTRUCTION SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
PALP, INC. DBA EXCEL PAVING COMPANY
[Street Rehabilitation Project– CDBG #13-01]**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**CITY**”) located at 205 South Willowbrook Avenue, Compton, California 90220, and **PALP, INC. DBA EXCEL PAVING COMPANY** (hereinafter referred to as “**CONTRACTOR**”) located at 2230 Lemon Avenue, Long Beach, California 90806, (each a “**Party**” and collectively, the “**Parties**”).

RECITALS:

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

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

C. City and Contractor enter into this Agreement for the purpose of retaining Palp, Inc. dba Excel Paving Company (Contractor) to perform that work required pursuant to the Street Rehabilitation Project CDBG# 13-01 (“**Project**”).

D. Authorization to enter into this Agreement is pursuant to Resolution No. _____ adopted by the City Council on _____, 2018.

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

1.0 GENERAL PROVISIONS

1.1 Definitions.

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

1.1.2 “Contract Documents” consists of this Agreement (interchangeably “**Contract**”) (including all exhibits and schedules), any amendments and clarifications issued thereto, the “**Notice Inviting Bids**,” “**Instructions to Bidders**,” any “**Supplementary Instructions to Bidders**,” and any addendum(s) and supplements thereto issued by the City, the “**Proposal**” and any “**Bid/Unit Price Proposal**” submitted by the Contractor, the plans, general conditions, special provisions, standard and technical specifications, schedules, exhibits, drawings, designation of subcontractors, information required of bidder, all required bonds, insurance policies, endorsements, certificates, permits, notices and affidavits, notice to proceed, notice of completion, any Change Orders, the provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition (except as modified), Standard Specifications of the State of California Department of Transportation (CalTrans), latest Edition (except as modified), Work Area Traffic Control Handbook (WATCH), latest Edition, CalTrans Standard Drawings, latest edition, Manual on Uniform Traffic Control Devices (MUTCD), latest Edition, MUTCD Latest

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California Supplement, and any and all other documents identified in the Contract Documents which together form the agreement between the City and the Contractor.

1.2 Public Work of Improvement.

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

1.3 Trust and Confidence.

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

1.4 Standard of Care.

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

1.5 Compliance with Applicable Laws.

Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project, and shall give all notices and comply with all applicable laws and lawful orders of any governmental authorities (including, without limitation, those laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage, Hazardous Substances, and equal employment opportunities); pay all local, state and federal taxes; and pay all benefits, insurance, taxes and contributions for Social Security and Unemployment Insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. Contractor shall be liable for all violations of such laws and regulations in connection with the Contractor's obligations on this Project. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a Charter city are a part of this Agreement to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents (hereinafter "City") free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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This Agreement is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If the compensation under this Agreement is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

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

1.5.1 Prohibition Against Employment Discrimination. During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, gender, marital status, ethnicity, religion, age or medical condition as set forth in the California Labor Code Section 177.6, Government Code, Title VII of the Civil Rights Act and the Civil Rights Act of 1991 and any amendments to the above. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, gender, marital status, ethnicity, religion, age or medical condition.

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

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

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

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

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1.5.5 Prevailing Wage Requirements. This Project is funded in whole or in part with Federal Housing and Community Development funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced.

This Project is a public work in the State of California, which may be funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. Contractor's duty to pay State prevailing wages can be found under California Labor Code Section 1770 et seq. and the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment can be found in California Labor Code Sections 1775 and 1777.7, as such wage rates are amended from time to time. It is the Contractor's responsibility to ensure payment of prevailing wages and inform all subcontractors that prevailing wage requirements apply to this construction project from commencement of the Contract through completion of the Work.

.a Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work. Contractor shall forfeit to the City, as penalty, **Fifty Dollars (\$50.00)** for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the Work provided for in this Agreement, all in accordance with the State Labor Code and be subject to debarment from future public works projects with the City for a period not to exceed three (3) years. The Contractor shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code. The Contractor shall conform to the State Labor Code and it is agreed that the Contractor shall forfeit to the City, as penalty, the sum of **Twenty Five Dollars (\$25.00)** for each worker employed in the execution of this Contract by the Contractor or any subcontractors for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in one day or 40 hours in one week in violation of said article. The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, employees and agents from any and all liability including, but not limited to wages, overtime pay, liquidated damages, penalties, court costs, and attorneys fees arising under any wage and hour law including, but not limited to the Federal Fair Labor Standards Act, as amended, for work performed by the Contractor's employees for which the City may be found jointly or solely liable.

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

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

1.5.7 Certified Payrolls. Pursuant to California Labor Code Section 1776, Contractor shall keep weekly payroll records, which shall be certified under penalty of perjury to record the proper payment of prevailing wages for this Project. City shall accept computer printouts (which are then certified) in lieu of the standard form as long as the computer printout provides all of the same information as required on the certified payroll form. Failure of Contractor to provide the certified payrolls within ten (10) days of a written deficiency notice from the City shall result in a penalty of **Twenty Five Dollars (\$25.00)** per day per worker for each day of violation. City maintains the right to withhold any and

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all funds due the Contractor and/or his/her subcontractors in the event that certified payrolls are not maintained and provided to the City upon request.

1.5.8 Employment Eligibility. Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to the Immigration Reform and Control Act of 1986, as may be amended from time to time. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of this Agreement. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors performing any work relating to this Project or this Agreement to make the verifications and comply with all requirements and restrictions provided herein. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in this Section 1.5.8. Should Contractor employ undocumented aliens for the performance of Work covered by this Agreement, and should any liability or sanctions be imposed against the City for such use of undocumented aliens, Contractor hereby agrees to and shall reimburse City for the cost of all liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

1.5.9 Water Pollution Control.

1.5.9.1 Best Management Practices (BMPs). Contractor, without limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System ("NPDES") standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. Contractor shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor and its surety shall fully indemnify the City for any pollution damage and/or cleaning costs. All construction of off-site and on-site improvements shall adhere to NPDES Best Management Practices to prevent deleterious materials or pollutants from entering the City or County storm drain systems. Best Management Practices shall be defined as any program, technology, process, site criteria, operating method, measure or device which controls, prevents, removes or reduces pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

The City, as permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency and private citizens. The City may assess the Contractor a penalty of **One thousand Dollars (\$1,000.00)** for each calendar day that the Contractor has not fully implemented the BMPs specified for the contract and/or is otherwise in noncompliance with these provisions. In addition, the City will deduct, from the final payment due the contractor, the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

1.5.10 Upon City's request, Contractor shall furnish evidence satisfactory to City that any and all of the foregoing obligations have been fulfilled. Without limiting the foregoing, Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work.

1.6 Key Personnel.

1.6.1 Contractor's Representative. Contractor hereby designates **Curtis P. Brown**

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III, President of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

1.6.2 City's Representative. City hereby designates **Wendell E. Johnson, P.E., Director of Public Works** or his/her designee as City's Representative for this Project.

1.7 Independent Contractor.

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

1.7.1 Contractor verifies that it possesses a "**Class A**" Contractor's License(s) adequate to perform the Work herein described and that all subcontractors of Contractor have equivalent licenses for their specific trades. Contractor further verifies that it and its subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under the Labor Code.

1.8 Permits.

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

Prior to or at the time of execution of this Agreement, the Contractor, and all Contractor's subcontractors, shall purchase a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code* and obtain applicable no-fee construction permits.

2.0 SCOPE OF SERVICES

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

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STREET REHABILITATION PROJECT (CDBG #13-01)

The Street Rehabilitation Project (CDBG #13-01) project shall be performed in accordance with the plans, specification and other contract documents as specified herein and shall consist of the installation of asphalt concrete, the installation of ADA compliant curb ramps, curb gutter and sidewalk improvements, driveway improvements, striping and traffic loop replacement, street sign replacement and other minor associated work. More specifically, the locations of Work for this Project are as follows:

No.	Street Name	Limits
1	Salinas Avenue	134 th Street to City Limits
2	Dern Avenue	134 th Street to 132 nd Street
3	Riddle Avenue	134 th Street to 132 nd Street
4	Grandee Avenue	El Segundo Blvd. to 127 th Street
5	151 st Street	Tajauta Avenue to Dwight Avenue
6	152 nd Street	Tajauta Avenue to Dwight Avenue
7	Wilmington Avenue (Frontage)	Stockwell Street to 131 st Street
8	Nord Street	Wilmington Avenue to Paulsen Avenue
9	Stockwell Street	Wilmington Avenue to Paulsen Avenue
10	Carlin Avenue	Alameda Street to Santa Fe Avenue
11	Euclid Avenue	Alameda Street to Santa Fe Avenue
12	Saunders Street	Essey Avenue to East of Pannes Avenue
13	Pixley Street	Essey Avenue to Thorson Avenue
14	Thorson Avenue	Bales Street to Saunders Street
15	Bales Street	Bradfield Avenue to Holly Avenue
16	Holly Avenue	San Vincente Street to Bales Street
17	San Vincente Street	Holly Avenue to West of Harris Avenue
18	Locust Avenue	Compton Blvd. to San Vincente Street
19	San Mateo Street	West end to Harris Avenue
20	San Marcus Street	West end to Harris Avenue
21	San Luis Street	West end to Harris Avenue

2.2 Management of Construction Work.

In addition to the Construction Work, Contractor shall cooperate with the City, City's Engineer and/or any construction management firm it may utilize as concerns and is incidental to construction projects of the nature and scope of this Project. The services required are not intended in

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any manner to diminish the overall responsibility of Contractor for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract.

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

3.0 CONTRACT PRICE

3.1 Total Compensation.

As full and complete compensation for the faithful performance of all of the Work hereunder performed by Contractor in accordance with the Contract Documents, City shall pay, and Contractor agrees to accept, a not-to-exceed maximum sum of **One Million Six Hundred Fourteen Thousand Dollars (\$1,614,000.00)** ("Contract Price"), subject to adjustments for changes in the Work as may be agreed to in writing by the City and Contractor.

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

3.3 Payments.

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

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

3.4 Retention.

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

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

-Or-

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

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

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

3.5 Contractor's Warranty of Contract Price.

Contractor warrants and represents that the Contract Price, includes without Limitation:

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

4.0 TIME

4.1 Time of Essence.

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

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4.2 Commencement.

4.2.1 Construction Services. Contractor agrees to commence the Work provided for herein within **10 calendar days** after receipt of the **Notification to Proceed** or as otherwise agreed in writing with the Director of his/her designee, and continue in a diligent, professional and worker-like manner as directed by the City without interruption until the each of the requested segment(s) and/or location(s) identified by the City for repairs and work is completed or within a total of **90 working days** (this period is inclusive of time to procure needed materials, mobilization, etc.), whichever occurs first, unless this Agreement is extended, suspended or terminated as provided herein.

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

4.3 Extensions.

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

4.4 Compensation for Delay.

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

4.5 Liquidated Damages.

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

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FOREGOING LIQUIDATED DAMAGES PROVISION:

City of Compton – City Manager

Contractor – Palp dba Excel Paving Company

4.6 Construction Schedule.

Contractor shall prepare and submit to City a detailed Construction Baseline Schedule (showing all milestones with critical activities on the Baseline Schedule) for each street segment(s) and/or location(s) identified and requested for repairs and Work prior to commencing construction. No Work shall be started until the Schedule has been approved in writing by the City. The Construction Schedule shall be prepared, utilizing a time-scaled bar chart showing continuous flow from left to right and major milestones which are critical to the completion of the construction of the project and a clearly highlighted critical path. Durations and specific calendar dates shall be clearly and legibly shown for the start and finish of each activity. Activities shall be in sufficient detail to demonstrate a practical plan to complete the construction within the Contract Time. There shall be no extension of time granted due to delay caused by inability to obtain materials without the advance written approval of the Public Workers Director or his/her designee.

4.7 City Review Periods.

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

4.8 Governmental Authority Review Periods.

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

5.0 CONSTRUCTION PHASE

5.1 General.

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

5.1.2 Unless otherwise provided in the Contract Documents, Contractor shall furnish, or cause to be furnished, and shall pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper

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execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

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

5.2 Supervision of Work.

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

5.3 Permits, Approvals, Licenses and Notices.

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

5.4 Safety.

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

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

- .a** Employees and all other persons at the Site;
- .b** Materials and equipment stored on the Site or off the Site at locations for use in performance of the Work; and
- .c** The Project and all property located at the Site, whether or not said property or structures are part of the Project or involved in the Work.

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

5.4.4 Losses not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of Contractor or anyone for whose acts Contractor may be liable, shall be promptly remedied by Contractor at Contractor's cost and without reimbursement by City as a cost of work, or in any other manner.

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

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

- .a** Material the Contractor believes may be material that is hazardous

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

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

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

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

5.5 Substitutions.

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

5.6 Trade Contractors.

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

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

5.7 Separate Contractors.

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

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

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6.0 ACCOUNTING RECORDS

6.1 Access.

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

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

6.2 Enforcement.

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

7.0 INDEMNITY, BONDS

7.1 Indemnity.

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

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negligence or willful misconduct. Contractor shall pay City for any costs incurred in enforcing the defense and/or indemnity obligations under this provision. Nothing in this Section 7.1 shall be construed to give rise to any implied right of indemnity in favor of Contractor against the City.

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

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

7.2 Bonds.

7.2.1 Bond Forms. Prior to commencing any construction of the Work, Contractor shall file with City good and sufficient "Labor and Material Payment" and "Performance" bonds in the amount of one hundred percent (100%) of the Contract Price for each. Contractor shall take steps to assure that the penal sum of the bonds shall be increased by the amount of any additive adjustments to the Contract Price due to Change Orders. The bonds shall be on forms satisfactory to and approved by City, signed by both Contractor and surety and properly notarized. Should any bond required hereunder or any surety on such bond become or be determined by City to be insufficient, it shall be replaced within ten (10) days by a bond that fully complies with the requirements of this Paragraph 7.2.1. No further payments to Contractor for work performed shall be made or become due until Contractor has fully complied with the requirements of this Section 7.2.

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

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

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

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

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

8.0 INSURANCE

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

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As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

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

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

8.2.1 Commercial General Liability. Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 11 88, with minimum limits of at least **One Million Dollars (\$1,000,000.00)** per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. Products and completed operations coverage shall be maintained for a minimum of two years after completion of the Work.

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

8.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 06 92 covering "Any Auto" (Symbol 1) with minimum limits of **One Million Dollars (\$1,000,000.00)** each accident. If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle (as specified in the following paragraph); and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees). Independent Contractors may not be able to purchase a Business Automobile policy and consideration may be given to accepting a Personal Automobile Liability policy. Requirements should stipulate "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident."

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

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

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

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

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

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

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

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

8.3.3 The policy or policies of insurance required by Section 8.2.3 (Workers' Compensation) shall be endorsed to provide the following:

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

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

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

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

8.6 Evidence of Insurance. The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

8.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

9.0 CHANGE ORDERS

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

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

10.0 CERTIFICATIONS

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

10.2 Debarment and Suspension Certification. The Contractor, under penalty of perjury, certifies that, except as noted below, he/she/it or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

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

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

Curtis P. Brown III, President

(Date)

11.0 DEFAULT AND TERMINATION

11.1 Default by Contractor.

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

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

11.2 City's Rights and Remedies Upon Default.

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

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

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

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

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

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

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

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

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

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

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11.2.6 Damages to City.

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

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

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

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

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

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

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

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

.a Immediately discontinue performance to the extent specified in the

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notice;

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

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

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

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

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

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

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

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

11.5 Contractor's Rights and Remedies.

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

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

.b City fails to make payment of sums that are not in good faith disputed by

**Construction Services Agreement – Palp, Inc. dba Excel Paving Company
Street Rehabilitation Project (CDBG #13-01)
Resolution No. _____/Public Works Department**

City and fails to cure such default within (i) ninety (90) days after receipt of notice from Contractor notifying City of the default; and (ii) an additional thirty (30) days notice to City notifying it of its intention to terminate this Agreement.

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

12.0 MISCELLANEOUS PROVISIONS

12.1 Warranties. Contractor warrants and guarantees all Work under this Contract (which for purposes of this section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one (1) year (or period of time specified elsewhere in this Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) following completion and the date of final acceptance of the Project, Contractor shall, within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year, commencing with the date of acceptance of such corrected Work. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. This obligation shall survive completion or termination of the Contract.

12.2 Non-Liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Contract.

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

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

**Construction Services Agreement – Palp, Inc. dba Excel Paving Company
Street Rehabilitation Project (CDBG #13-01)
Resolution No. _____/Public Works Department**

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

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

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

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

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

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

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

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

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

12.14 Waivers. A waiver by either party to this Agreement of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of

**Construction Services Agreement – Palp, Inc. dba Excel Paving Company
Street Rehabilitation Project (CDBG #13-01)
Resolution No. _____/Public Works Department**

the same or any other term, covenant or condition contained herein, whether of the same or a different character.

12.15 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.

12.16 Entire Agreement. The Contract Documents represent the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by Change Order. Nothing contained in the Contract Documents shall be for the benefit of, create any contractual relationship with, or give rise to a cause of action in favor of any third party.

12.17 Execution Authority. The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

13.0 NOTICES

13.1 Delivery. All notices, demands or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth (5th) day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one (1) business day after send by facsimile transmission.

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

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

with copies to:

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

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

Palp, Inc. dba Excel Paving Company
2230 Lemon Avenue
Long Beach, California 90806
Attn: Curtis P. Brown III, President
(562) 599-5841
(562) 591-7485 - Fax

Construction Services Agreement – Palp, Inc. dba Excel Paving Company
Street Rehabilitation Project (CDBG #13-01)
Resolution No. _____/Public Works Department

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

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

**PALP, INC. DBA EXCEL PAVING COMPANY
CONTRACTOR**

Dated: _____

By _____
Curtis P. Brown III, President

**CITY OF COMPTON
Recommended for Approval:**

By _____
Wendell E. Johnson, P.E., (Interim) Director
Department of Public Works

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR PALP, INC. DBA EXCEL PAVING COMPANY FOR THE STREET REHABILITATION PROJECT CDBG #13-01 (\$1,775,400)

Wendell Johnson
DEPARTMENT MANAGER’S SIGNATURE

1/25/2018 6:15:33 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

2/15/2018 5:20:21 PM
DATE

Austin Okonta
CITY CONTROLLER

2/6/2018 12:12:29 PM
DATE

Cecil Rhambo
CITY MANAGER

2/3/2018 3:06:49 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.

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>
243649	2/15/18	First American Title CO	Payment for First time homebuyer program	\$80,000.00	\$80,000.00
Requested by City Manager					
243561	2/8/18	Yale/Chase Equip & Servs	Maintenance, repair, and replacement of fuel level gauge	\$3,231.69	\$102,187.54
Requested by Water					

I hereby certify that the above demands in the amount of **\$83,231.69** were approved at a regular meeting of the City Council or reject _____ as of February 20, 2018.

Council Member

Council Member

City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on February 20, 2018 allowed the above demands.

Alita Godwin
City Clerk



Yale/Chase Equipment and Services, Inc.
P.O. Box 1231
Industry, CA 91749-1231
Phone No. (562) 463-8000 Fax No. (562) 463-8093

Service Invoice #16.

Invoice Number PSV417870
Invoice Date 12/21/2017
Due Date 12/31/2017
Order Number SVO511635
Contract Number
Purchase Order 3CX-14
Make JCB
Model 3CX-14
Serial Number 2446556
Customer Unit Number
Meter Reading 117
Invoice Total: \$854.12

7159 1 AB 0.403 E0012X I0024 D3162804335 S2 P4941345 0001:0002



CITY OF COMPTON
205 S WILLOWBROOK AVE
COMPTON CA 90220-3134

REMIT TO: Yale/Chase Equipment and Services, Inc.
P.O. Box 848905
Los Angeles, CA 90084-8905

Ship To CITY OF COMPTON WATER YARD
322 S ALAMEDA ST
Compton, CA 90220

Customer No	PO	Called in By	FOB	Acct. Mgr.	Ship Date	Terms
115802	3CX-14		Destination	Ron Ellison		Net 10 Days

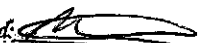
Our Unit No. EQ67096

Repair Type: Operational Maintenance -100 hr Service Perform Equipment

Description	Quantity	UOM	Unit Price	Extended Total
ELEMENT FILTER	2	Each	\$73.25	\$146.50
Hydraulic Element	1	Each	\$53.56	\$53.56
JCB DEF key	1	Each	\$11.84	\$11.84
CUS - Travel	50	Each	\$1.25	\$62.50
Total Labor				\$558.00

Segment Total. . . . \$832.40

Amount Subject to Sales Tax	Amount Exempt from Sales Tax	Subtotal:	\$832.40
\$211.90	\$620.50		
		Total Sales Tax:	\$21.72
		Total:	\$854.12

Approved: 
for Payment by the Water Department

Go Paperless. To receive your invoices electronically, please visit our website at yalechase.com

Balance is due and payable within 10 days of invoice date. If payment is not received within said 10-day period, customer may be assessed a late charge equal to 1 1/2 percent of the unpaid amount per month

0001:0002

TO VIEW AND PAY ONLINE GO TO:

yalechase.billtrust.com

USE THIS ENROLLMENT TOKEN:

QRX HMS PQB

#16.



Yale/Chase Equipment and Services, Inc.
P.O. Box 1231
Industry, CA 91749-1231
Phone No. (562) 463-8000 Fax No. (562) 463-8093

Service Invoice

Invoice Number	PSV417871
Invoice Date	12/21/2017
Due Date	12/31/2017
Order Number	SVO527378
Contract Number	
Purchase Order	3CX-14
Make	JCB
Model	3CX-14
Serial Number	2446556
Customer Unit Number	
Meter Reading	117
Invoice Total:	\$2,377.57

7159 1 AB 0.403 E0012 I0025 D3162804435 S2 P4941345 0002:0002



CITY OF COMPTON
205 S WILLOWBROOK AVE
COMPTON CA 90220-3134

REMIT TO:

Yale/Chase Equipment and Services, Inc.
P.O. Box 848905
Los Angeles, CA 90084-8905

Ship
To

CITY OF COMPTON WATER YARD
322 S ALAMEDA ST
Compton, CA 90220

Customer No	PO	Called in By	FOB	Acct. Mgr.	Ship Date	Terms
115802	3CX-14		Destination	Ron Ellison		Net 10 Days

Our Unit No. EQ67096

Repair Type: General Repair Remove and Replace Fuel Level Guage

Description	Quantity	UOM	Unit Price	Extended Total
TEL S2 M 46 - 5 PL	25	Each	\$28.96	\$724.00
Hydraulic Element	1	Each	\$53.56	\$53.56
ELEMENT FILTER	1	Each	\$73.25	\$73.25
JCB DEF key	1	Each	\$11.84	\$11.84
CUS - Travel	50	Each	\$1.25	\$62.50
Total Labor				\$1,364.00

Segment Total. . . . \$2,289.15

Amount Subject to
Sales Tax
\$862.65

Amount Exempt
from Sales Tax
\$1,426.50

Subtotal: \$2,289.15

Total Sales Tax: \$88.42

Total: \$2,377.57

Approved: 
for Payment by the Water Department

 Go Paperless. To receive your invoices electronically, please visit our website at yalechase.com

Balance is due and payable within 10 days of invoice date. If payment is not received within said 10-day period, customer may be assessed a late charge equal to 1 1/2 percent of the unpaid amount per month

0002:0002

TO VIEW AND PAY ONLINE GO TO:

yalechase.billtrust.com

USE THIS ENROLLMENT TOKEN:

QRX HMS PQB