NOTICE

COMPTON CITY COUNCIL
AGENDA
Tuesday, February 27, 2018
5:30 PM

HEARING(S)

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

1. JULIA BROWN, LA METRO - Power Point Presentation - I-710 Freeway

   ACTION PRESENTATION MADE

COMMENDATORY RESOLUTIONS/PRESENTATIONS

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

   ACTION PRESENTATION MADE

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

Consent items are routine and expected to be non-controversial. They will be acted upon by the Council at one time without discussion unless a Council Member requests an item be removed or discussed.

APPROVAL OF MINUTES

3. JANUARY 24, 2018
   JANUARY 30, 2018 - SPECIAL

   ACTION APPROVED

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

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

ACTION REC & FILED

CITY FIRE DEPARTMENT

5. 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)

ACTION RESOLUTION 24,737

CITY TREASURER

6. 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

ACTION RESOLUTION 24,739

GENERAL SERVICES

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE LEASE AGREEMENT WITH THE ASSEMBLY COMMITTEE ON RULES, CALIFORNIA STATE ASSEMBLY TO EXTEND THE TERM OF THE LEASE FOR TWELVE (12) MONTHS FOR DISTRICT OFFICE SPACE IN COMPTON CITY HALL

ACTION RESOLUTION 24,738

END CONSENT AGENDA

REGULAR AGENDA

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

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

MULTI-JURISDICTIONAL ASSOCIATION AND COMMITTEES FOR CITY OF COMPTON REPRESENTATION

ACTION APPOINTMENTS MADE

CITY MANAGER'S REPORT

9. REQUEST FOR USE OF CITY COUNCIL CHAMBERS BUILDING, CITY HALL LOBBY AREA AND FEE WAIVER FOR REPAST SERVICES FOR (FORMER) HONORABLE MAYOR DORIS DAVIS (Proposed Dates: March 8th, 9th, and 10th, 2018)

   ACTION APPROVED

10. A REQUEST TO SCHEDULE A JOINT PUBLIC HEARING - HOUSING AUTHORITY 2018 PUBLIC HOUSING AUTHORITIES (PHA) ANNUAL PLAN (APRIL 17, 2018 AT 5:50 P.M.)

    ACTION APPROVED HRG SET FOR APRIL 17, 2018

11. A REQUEST FOR FEE WAIVER FOR DOLLARHIDE COMMUNITY CENTER TO HOST REPAST FOR MICAH WILLIAMS, DAUGHTER OF MICHAEL WILLIAMS

    ACTION APPROVED

12. A REQUEST FOR FEE WAIVER FOR BURRELL MACDONALD PARK COMMUNITY CENTER TO HOST REPAST FOR THE MOTHER OF RICHARD AND CLEO DAVIS

    ACTION APPROVED

13. POWER POINT PRESENTATION - COMPTON STREET IMPROVEMENT - PUBLIC WORKS DEPARTMENT

    ACTION PRESENTATION MADE

CITY ATTORNEY'S REPORTS

CLOSED SESSION

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

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

ACTION WITHDRAWN

NO REPORTABLE ACTION

UNFINISHED BUSINESS

15. 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)

ACTION ORDINANCE 2,297

NEW BUSINESS

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR TREE MAINTENANCE SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR ~~UNITED PACIFIC SERVICES, INC.~~ TRIMMING LAND COMPANY FOR CITYWIDE TREE MAINTENANCE SERVICES ($400,000)

ACTION RESOLUTION 24,740

17. 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.)

ACTION RESOLUTION 24, 741

18. 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)

ACTION RESOLUTION 24, 742

19. 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)

ACTION RESOLUTION 24,743

20. 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

ACTION RESOLUTION 24,744

21. 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)

ACTION RESOLUTION 24,745

APPROVAL OF WARRANTS

22. Warrant # 243680 - Date - 2/20/18 - Name - Driscoll Electric - Services - Emergency electrical repair at fire station # 1 - Amount - $5,000.00 - Requested by: Fire
Warrant # 243691 - Date - 2/20/18 - Name - Jose Luis Gonzalez Tele Digital Media - Services - Spanish translation for weekly council agenda - Amount - $500.00 - Requested by: City Manager
Warrant # 243703 - Date - 2/20/18 - Name - MuniServices - Services - Utility user, SUTA, and STARS tax services - Amount - $15,851.45 - Requested by: City Manager

Total amount: $21,351.45

ACTION APPROVED

23. Warrant # - 243561 - Date - 2/8/18 - Name - Yale/Chase Equip and Srvcs 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

ACTION APPROVED

REAGENDAD

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, March 06, 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

JANUARY 24, 2018

The Compton City Council meeting was called to order at 5:45 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of silence ceremonies were also led by Mayor Aja Brown.

ROLL CALL

Council Members Present – Zurita, McCoy, Sharif, Brown
Council Members Absent – Galvan

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

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, commented on the recent election results, and noted that the citizens are united against marijuana coming into the City. Mr. Ray further expressed his observation that some of the liquors stores in the City do not have adequate lighting or security. Mr. Ray concluded by stating that the City looks dark and dismal and the traffic lines on the streets needs to be re-painted.

Bishop L. J. Guillory, Compton resident, addressed the Council regarding the recent shootings in the City and asserted that we have lost far too many babies due to gang violence. Mr. Guillory then requested that the City Attorney investigate who else was involved with the recent embezzlement of funds.

Michael Owens, Owner of a cannabis testing lab and proponent of public health, spoke before the Council and stated that the cannabis industry is rapidly developing. Mr. Owens stressed the importance of the work done in labs noting that there is scientific proof that extracted cannabinoid oils have been used to treat many ailments and illnesses such as high arthritis, high blood pressure, Alzheimer's, pain relief and many other conditions.

Prince James Reed Williams, Compton resident, addressed the Council and thanked them for their support of America's Job Center. He particularly thanked Councilpersons Zurita, Sharif and Mayor Brown for their steadfast contribution and assisting the residents in acquiring jobs from local companies. Mr. Williams then shared that he is partnering with Mark Ridley-Thomas to assist the residents of Compton in securing employment with the Los Angeles County Fire Department.

David Irons, Compton resident, spoke regarding marijuana, noting that some herbs are much more beneficial than chemical pharmaceuticals. Mr. Irons commented on Crispus Attucks and the contributions he made to Black history.

Benjamin Holifield, President-Compton Business Chamber, thanked the citizens for defeating both Measures C and I and voting against marijuana in the City.

Richard Earl, Compton resident, addressed the Council and asserted that prayer works, as evidenced by the defeat of the marijuana measures, and went further to thank the community for saving the children of Compton. Mr. Earl concluded by stating that he is in opposition to the opening of the proposed Union Rescue Mission.

James Hays, Compton resident, addressed the Council and noted that the citizens are united and standing ready for the next battle against cannabis in the City of Compton.

Charmaine Hays, Compton resident, spoke before the Council and thanked the citizens for saving the youth by voting against marijuana.

Maria Villarreal, **Latino Chamber of Commerce,** read a document detailing how people feel regarding discrimination. Ms. Villarreal then indicated that we must stop attacking one another and work together for the benefit of the community.

#3.

Kayleigh Wade, Compton resident, addressed the Council regarding the 710 Freeway Project and the community environment, noting that there are numerous health problems associated with the project and further urged Councilwoman Zurita to vote in accordance with the best interest of the City of Compton in mind.

Marie Hollis, Compton resident, praised the citizens that voted to defeat the marijuana initiative, noting that this is evidence of the strength the community has when we all come together for a common cause. Ms. Hollis also thanked City Attorney Cornwell, City Manager Rhambo and Captain Thatcher for their information and assistance to the community.

Nia Ujamaa, Compton resident, addressed the Council stating that the community is not in favor of the Union Rescue Mission at the proposed location, noting that the project would be a detriment to the surrounding residential area adding that the City is too small for this project.

Jacqueline Venters, Compton resident, spoke out against the proposed Rescue Mission and further stated that the residents of the entire community will be negatively impacted.

Melody Glisper, Compton resident, spoke out in opposition to the proposed Rescue Mission project.

Susan Adams, Compton resident, addressed the Council and thanked the voters for their community spirit by defeating the marijuana measures. Ms. Adams also thanked City Attorney Cornwell, City Manager Rhambo for their participation in the various community town hall meetings and further extended a special thank you to Councilwoman Sharif for standing firm and not wavering on the marijuana issue.

Janice Jackson, Compton resident, addressed the Council stating that she has compassion for the homeless, however, she is not in support of the Union Rescue Mission in Compton.

Mayor Brown commented that although she supports the Union Rescue Mission and their wrap-around services, she does not support the project at the proposed location.

Juan Godino, Compton resident, spoke in opposition to the Union Rescue Mission in Compton.

Floyd Smith, Compton resident, addressed the Council and spoke against the Union Rescue Mission coming to Compton. Mr. Smith asserted that Compton needs a medical center, entertainment complex and further noted that the City of Carson is taking land territory away from Compton. Mr. Smith concluded by complaining of the lack of representation from the 2nd District.

Gilda Blueford, Compton resident, spoke before the Council and thanked City Manager Rhambo, Michael Harvey and Jesse from the Water Department for correcting her water problems. Ms. Blueford also praised the citizens that voted to oppose the marijuana initiative.

Yolanda Guerrero, Compton resident, spoke in opposition to the proposed Rescue Mission, noting that the area is a residential area. Ms. Guerrero also complained of the poor condition of the schools in Compton.

Councilperson Zurita informed the Council and community that Councilman Galvan is currently hospitalized due to illness.

Craig Henry, Volunteers of America (VOA), addressed the Council indicating that there is a tremendous need for services for the homelessness; however, such a center must be in an industrialized area, not in the inner City. Mr. Henry asserted that support services are greatly need to assist homeless individuals.

Joyce Kelly, Compton resident, thanked those individuals who purchased Gospel Festival tickets. She further urged the City to invest in a properly working audio system and also requested that the white lines on City streets be re-painted.

Lynn Boone, Compton resident, expressed her pride for the citizens who voted in opposition to marijuana in Compton. Ms. Boone then noted that the City has not had a budget nor audit for the last 4 years.

Councilwoman Zurita then affirmed that the City could not operate without a budget, noting that the Council follows all the rules and guidelines associated with the adoption of the budget.

Mayor Brown commented that she does not use City funds for travel, adding that facts are tangible and available. Mayor Brown then noted that being a decent human being trumps politics, and further urged everyone to use their gifts and talents to uplift one another and work for the common good of moving Compton forward.

CONSENT AGENDA

APPROVAL OF MINUTES

1. DECEMBER 26, 2017

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

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

END CONSENT AGENDA

REGULAR AGENDA

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

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

RESIGNATION - Christopher Petit, Community Relations Commission

On motion by Zurita, seconded by McCoy the resignation of Christopher Petit was accepted by the following vote on roll call:

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

CITY MANAGER'S REPORT

3. A REQUEST TO SCHEDULE A PUBLIC HEARING TO APPROVE A GENERAL PLAN AMENDMENT TO AMEND THE EXISTING GENERAL PLAN LAND USE DESIGNATION FROM MEDIUM DENSITY RESIDENTIAL (MDR) TO GENERAL COMMERCIAL (GC) AT 961 S. WILMINGTON AVENUE, (ASSESSOR'S PARCEL NUMBER 6141-013-002)

On motion by Zurita, seconded by McCoy, the hearing was scheduled for February 6, 2018 at 5:35 p.m. by the following vote on roll call:

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

CITY ATTORNEY'S REPORTS

4. BOONE V. LOS ANGELES COUNTY REGISTRAR RECORDER - LASC CASE NO. BS163381 - DECISION ON VERIFIED PETITION

Craig Cornwell, City Attorney reported that the Judge in this matter has ruled that Lynn Boone's petition to nullify the election results for Measure P in the City of Compton on June 6, 2016, has been DENIED.

On motion by Zurita, seconded by McCoy, the report was received and filed by the following vote on roll call:

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

CLOSED SESSION

5. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: City Manager Pursuant to California Government Code Section 54957

PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: City Controller Pursuant to California Government Code Section 54957

Councilmember Zurita requested that the City Manager's Performance Evaluation be placed on next week's agenda.

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

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

UNFINISHED BUSINESS

6. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTIONS 7-21.1 THROUGH 7-25.16 (SEX OFFENDER RESIDENCY RESTRICTIONS) OF THE COMPTON MUNICIPAL CODE IN ITS ENTIRETY (Second Reading)

On motion by Zurita, seconded by Sharif, the reading of the ordinance in full was waived by the following vote on roll call:

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

On motion by McCoy, seconded by Zurita, **Ordinance Number 2,296** entitled '**A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTIONS 7-21.1 THROUGH 7-25.16 (SEX OFFENDER RESIDENCY RESTRICTIONS) OF THE COMPTON MUNICIPAL CODE IN ITS ENTIRETY'** was adopted by the following vote on roll call:

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

APPROVAL OF WARRANTS

7. Warrant #243181 - Date-1/11/18 - Name -Turner, Tonnie – Services - Dinner for Marijuana Information & Campaign Workshop - Amount-$3,100.00 - Requested by: City Manager

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

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

Warrant #243184 - Date -1/18/18 - Name-Alma's Cookies & Co. Restaurant - Services - Christmas dinner & Ole School Dickerson Holiday Luncheon Event - Amount - $5,668.25 - Requested by: City Manager

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

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

Warrant #243222 - Date - 1/18/18 - Name - Alma Pleasant dba Alma's Cookies & Co. - Services - Christmas dinner & Ole School Dickerson Holiday Luncheon Event - Amount - $3,302.00 - Requested by: City Manager

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

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

Warrant #243225 - Date - 1/18/18 - Name - Premier Mailing Services - Services - Measure “C” and “I” Information Pamphlet - Amount - $1,584.96 - Requested by: City Manager

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

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

Total Amount of Warrants - $13,655.21

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Announced that there is no petition being circulated to repair the streets in District 1, and further indicated that once again, she is under a recall attempt. She cautioned everyone to thoroughly read the documents they are signing.

  Zurita then noted that a recall election will cost the tax payers approximately $300,000, however, her seat is up for election in 2019. Councilwoman Zurita then questioned why certain forces are attempting to recall her and silence her voice, noting that she was elected by the voters of her district.

- Requested that the City Manager provide the Council with an update on the City-wide camera surveillance system.

- Requested that all the campaign signs regarding marijuana be removed.

- Adjourn in memory of **Roderick Earl** and three-year-old **Franklin Senkarana Pon-Ros.**

Councilperson McCoy offered the following communications/announcements:

- Requested an update from the City Manager regarding the liquor store ordinance.

- Invited the community to attend the Clean Compton Initiative clean-up on January 27, 2018 beginning at 7 a.m. at the MLK, Jr. Monument.

- Adjourn in memory of **Marlene Love.**

Councilperson Sharif offered the following communications/announcements:

- Invited the community to attend her 4th District Town Hall meeting which will be held on January 27, 2018 at South Park, whereby the community may provide input on certain issues and needed services at the park.

- Commented on the very successful 2nd Annual Women's March she recently attended in Los Angeles, noting that the march was very inspiring and uplifting.

- Thanked the citizens for voting in the January 23, 2018 election.

- Adjourn in memory of **Marlene Love.**

Mayor Brown offered the following communications/announcements:

- Commented on the state-of-the-art McKinley Project, noting that this is a 'Green' building and will bring many more jobs and improvements to the area.

- Commented on the wonderful Women's March held in Los Angeles, indicating that she was one of the guest speakers and emphasized that women deserve and expect the same rights as men. Mayor Brown then indicated that women and men marched across the United States and shared their voices and hopes to end violence, protect our civil rights, reproductive rights, workers' rights, disability rights, immigrant rights Indigenous people's rights and environmental justice.

- Thanked Sinetta Farley for her dedicated service in combatting human trafficking and also her work in assisting young women with transitioning into a restorative and productive life.

- Announced that applications are still being accepted for the BLOOM 2.0 Project which is a Young Ladies Empowerment Initiative. Mayor Brown urged prospective Mentees and Mentors to visit her City webpage to download and submit an application.

- Thanked the Sheriff's Department for working with the community to apprehend the alleged murderer of Baby **Franklin Senkarana Pon-Ros. Mayor Brown** indicated that the community must stand together against all violence.

- Adjourn in memory of **Ryan Richard Joseph Steward**, Worship Leader.

CLOSED SESSION

On motion by Zurita, seconded by Sharif, the Council recessed to Closed Session at 7:34 p.m. by the following vote on roll call:

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

The meeting reconvened at 10:03 p.m.

ROLL CALL

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

REPORT OUT OF CLOSED SESSION

Craig Cornwell, City Attorney reported out that all Council Members were present except for Council Member Galvan, and further indicated that there was no reportable action taken during the Closed Session.

ADJOURNMENT

On motion by Sharif, seconded by McCoy, the meeting was adjourned in memory of **Franklin Senkarana Pon-Ros, Roderick Earl, Marleen Love** and **Ryan Richard Joseph Steward** at 10:04 p.m. by the following vote on roll call:

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

_____ _____

CITY CLERK OF THE CITY OF COMPTON **MAYOR OF THE CITY OF COMPTON**

JANUARY 30, 2018

The Special Compton City Council Meeting was called to order at 3:35 p.m. in the Council Chambers of City Hall by Mayor Pro Tem Tana McCoy. The Pledge of Allegiance and Moment of silence ceremonies were also led by Mayor Pro Tem Tana McCoy.

ROLL CALL

Council Members Present – Zurita, McCoy, Sharif
Council Members Absent – Galvan (Entered at 3:51 p.m.), **Brown**

Other Officials Present: C. Cornwell, V. McDaniel, C. Rhambo, Jr.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

Robert Ray, Compton resident, noted that the timing of the resignation of the City Controller is not the best, however, he felt the City Controller should have been dismissed months ago. Mr. Ray then urged the Council to appoint a Controller on an 'interim' basis without a contract.

Benjamin Holifield, President-Compton Business Chamber, expressed his opinion that the City Controller should be seated on the dais and provide monthly financial reports to the citizens. Mr. Holifield also noted that the City Treasurer should also be required to submit monthly reports to the Council and community.

Marie Hollis, Compton resident, addressed the Council and concurred with the previous speakers and urged the Council to carefully search for a City Controller that cares for the community and will serve the people well.

Lynn Boone, Compton resident, spoke before the Council noting that the City must provide transparency to show how the tax dollars are being spent. Ms. Boone further offered that Mr. Dave Hewitt would make a very good City Controller.

CITY MANAGER'S REPORT

1. RESIGNATION OF NITA MCKAY, CITY CONTROLLER - SUBMITTED JANUARY 17, 2018 (Receive/File)

It was moved by Zurita, seconded by Sharif, that the resignation of City Controller Nita McKay be received and filed.

Councilwoman Zurita informed the viewing audience that the City Controller submitted her resignation, therefore, she is not entitled to receive the remaining financial balance of her contract.

CITY ATTORNEY'S REPORTS

CLOSED SESSION

2. PUBLIC EMPLOYEE APPOINTMENT Title: City Controller

Pursuant to California Government Code Section 54957

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

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

#3.

On motion by Zurita, seconded by Sharif, the Council recessed to Closed Session at 3:53 p.m. by the following vote on roll call:

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

The City Council re-convened at 5:55 p.m.

ROLL CALL

Councilmembers Present: Zurita, Sharif, McCoy, Brown
Councilmembers Absent: Galvan

REPORT OUT OF CLOSED SESSION - APPOINTMENT OF CITY CONTROLLER

City Attorney Craig Cornwell offered a report that all Councilmembers were in attendance and the Council unanimously decided to appoint **Rafaela T. King** as City Controller, effective February 13, 2018.

ADJOURNMENT

On motion by Zurita, seconded by Sharif, the meeting was adjourned at 6:00 p.m. by the following vote on roll call:

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

CITY CLERK OF THE CITY OF COMPTON **MAYOR OF THE CITY OF COMPTON**

FEBRUARY 27, 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

#4.

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
Current Year	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

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
December 31, 2017

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**	**1.051**	**1**	

#4.

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

February 27, 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.

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

CLOSE

Quote Details

Print

Quote Number: 234349126

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

#5.

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

Connection
PUBLIC SECTOR SOLUTIONS
we solve IT

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

#5.

Connection
PUBLIC SECTOR SOLUTIONS
we solve IT

ORDERING INFORMATION
GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address	Remittance Address
GovConnection, Inc.	GovConnection, Inc.
732 Milford Road	Box 536477
Merrimack, NH 03054	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:
SLEDOPS@connection.com
QUESTIONS: Call 800-800-0019
FAX: 603.683.0374

PCM-G THE RIGHT TECHNOLOGY, DELIVERED

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

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

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

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.:
Quote: B0598802
Date: 1/24/2018
Expires: 2/8/2018

Line	Qty.	Manufacturer	PCMG 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

Courier: UPS GROUND

Ship-to: City Controller
Accounts Payable
205 S. WILLOWBROOK

Sub-total	$ 16,200.00
Tax	$ 1,571.94
Shipping	$ -
Total	**$ 17,771.94**

Ask about our leasing Options and keep your business moving forward		
Lease Estimate (Monthly Rates)*		
	Fair Market Value	$1 Buyout
24 Months	$711.77	$803.70
36 Months	$508.95	$548.67
48 Months	$409.47	$433.78
Lease rate subject to credit approval. Special programs available for 100% software leases.		

Software quotes are only valid in the month they are issued

IMPORTANT P.O. INSTRUCTIONS

Please make P.O. out to 'PCMG'(We are not able to process PO's made out to any of the subsidiary companies such as MacMall, PCM, TigerDirect or PCME).
Include **PART #'s**, **QUOTE #**, **SIGNATURE**, and the terms **'NET 30'**. Please fax PO to fax number referenced above.
SOFTWARE LICENSING: Include **END-USER NAME**, **PHONE #**, and **E-MAIL ADDRESS** in **SHIP-TO** field on P.O.

#5.

#5.

QUOTE CONFIRMATION

PEOPLE WHO GET IT

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
HP EliteDesk 800 G3 - SFF - Core i7 7700 3.6 GHz - 8 GB - 256 GB - US Mfg. Part#: 1FZ01UT#ABA UNSPSC: 43211508 Contract: MARKET	12	4462413	$997.94	$11,975.28
Electronic HP Care Pack 4-Hour Same Business Day Hardware Support - extende Mfg. Part#: HP730E UNSPSC: 81111812 Electronic distribution - NO MEDIA Contract: MARKET	12	3062415	$86.12	$1,033.44
WD Blue 3D NAND SATA SSD WDS100T2B0B - solid state drive - 1 TB - SATA 6Gb/ 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	**SUBTOTAL**	$16,927.80
	SHIPPING	$249.18
	SALES TAX	$1,629.18
	GRAND TOTAL	**$18,806.16**
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)	**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	**2/12/2018 12:19:41 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**2/14/2018 6:06:02 PM**
CITY ATTORNEY	DATE
Austin Okonta	**2/14/2018 4:05:11 PM**
CITY CONTROLLER	DATE
Cecil Rhambo	**2/14/2018 3:10:38 PM**
CITY MANAGER	DATE

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

February 27, 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.

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.

_____
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

February 27, 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 LEASE AGREEMENT WITH THE ASSEMBLY COMMITTEE ON RULES, CALIFORNIA STATE ASSEMBLY TO EXTEND THE TERM OF THE LEASE FOR TWELVE (12) MONTHS FOR DISTRICT OFFICE SPACE IN COMPTON CITY HALL

SUMMARY

The City Council will consider a request from the Assembly Committee on Rules, California State Assembly to amend their existing lease agreement with the City for use of approximately 160 square feet of dedicated indoor office space within Compton City Hall for use as District Office space for State Assemblyman Mike A. Gipson, to extend the term of the lease agreement for an additional twelve months (i.e. March 1, 2018 through February 28, 2019).

BACKGROUND

The City of Compton owns certain real property located at 205 South Willowbrook Avenue, Compton, commonly known as "Compton City Hall." This facility is the "hub" for government functions of the City. While generally the City does not lease spaces within City Hall for use by outside agencies, organizations or individuals, in recent years, when requested, the City Council has authorized the leasing of space(s) within City Hall to federal and state legislative representatives of the City of Compton.

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 City Hall, 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).

On March 14, 2017, the Council approved Resolution No. 24,536, which authorized the City Manager to enter into a twelve (12) month (i.e. March 1, 2017 through February 28, 2018) lease agreement with the Assembly Committee on Rules, California State Assembly ("CSA") for the exclusive use of approximately 160 square feet of indoor space within Compton City Hall (adjacent to the Human Resources Department), for use as District Office space for State Assemblyman Mike A. Gipson at the rental rate of One Dollar ($1.00) per year.

STATEMENT OF THE ISSUE

The CSA has requested to extend the current lease agreement terms and provisions for an additional twelve months (i.e. March 1, 2018 through February 28, 2019). CSA believes that having a District Office within City Hall allows Compton residents to have better access to their Assembly Representative and, potentially, to become more aware of the services provided by the City of Compton. The CSA further requests that the City Council continue to waive the minimum base rent requirement of $1.97 per square foot and authorize a rental rate of One Dollar ($1.00) per year. SOM Policy 4.17(A)(1) provides that *"…only the City Council shall have the authority to reduce or waive the standard leasing rates and/or other costs required by the policy and the proposed lease agreement."* Thus, City Council approval is required for the reduction in and/or waiver of the standard leasing rate and/or other facility charges.

This current lease agreement provides CSA with exclusive use of the following indoor spaces within the City Hall facility:

One (1) Office Space	Approx. 160 sq. feet total

FINANCIAL IMPACT

If the Council finds that the public benefit received by the City and its residents is of far more value than the true cost; as reflected within the City's Leasing Policy; of providing use of City-owned property, the decision to revise, reduce or waive certain provisions of the City's Leasing Policy rests in the discretion of the City Council.

Unless the Council decides to waive the minimum lease rate requirement of Leasing Policy, the estimated fiscal impact of this proposed action is a net gain to the General Fund of a monthly lease rate of **Three Hundred Fifteen Dollars and Twenty Cents ($315.20) per month (i.e. $1.97 per square feet for 160 square feet of exclusive space)** for the twelve (12) month term of the lease.

ALTERNATIVE

The City Council has discretion to choose among a number of options.

1. Authorize the City Manager to enter into a lease agreement amendment with the Assembly Committee on Rules, California State Assembly for the 12 months requested (or offer a lesser term) as follows:

    a. For the minimally recommended City policy rates (i.e. $1.97 per square foot per month = $315.20 per month) or for some other monthly rental rate.

    b. For the requested reduced rental rate of $1.00 total for the 12-month term of the lease.

2. Reject the request to enter into a lease agreement for this space by the Assembly Committee on Rules, California State Assembly.

RECOMMENDATION

Staff is not authorized to offer to lease City-owned property wherein the terms sought by the prospective Lessee may vary from the requirements of the City's Leasing Policy, thus staff makes no recommendation other than compliance with the City's Leasing Policy in order to cover the costs of use of City-owned property, including costs incurred for provision of utilities, maintenance and repairs, custodial and general security.

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 LEASE AGREEMENT WITH THE ASSEMBLY COMMITTEE ON RULES, CALIFORNIA STATE ASSEMBLY TO EXTEND THE TERM OF THE LEASE FOR TWELVE (12) MONTHS FOR DISTRICT OFFICE SPACE IN COMPTON CITY HALL

WHEREAS, the City of Compton owns certain real property located at 205 South Willowbrook Avenue, commonly known as "Compton City Hall." This property is used as the primary location that houses the seat of Compton government functions; and

WHEREAS, the City of Compton has approximately 98,000 residents, many of which are elderly or must rely on public transportation to handle the daily business of their lives; and

WHEREAS, in an effort to provide Compton residents with greater access to their State Assembly Representative, Assemblyman Mike A. Gipson, and potentially, to become more aware of the services provided by the City of Compton, on March 14, 2017, the Council approved Resolution No. 24,536, which authorized the City Manager to enter into a twelve (12) month (i.e. March 1, 2017 through February 28, 2018) lease agreement with the Assembly Committee on Rules, California State Assembly for the exclusive use of approximately 160 square feet of indoor space within Compton City Hall (adjacent to the Human Resources Department), for use as District Office space for State Assemblyman Mike A. Gipson at the rental rate of One Dollar ($1.00) per year; and

WHEREAS, the City's Leasing Policy requires that the leasing rates for City-owned facilities and/or property shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee 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, in addition to a Ninety-Seven Cents ($0.97) per square charge to address the costs incurred by the City for providing utilities, maintenance, repairs, custodial and general security; and

WHEREAS, the current Tenant of the premises, the Assembly Committee on Rules, California State Assembly, has requested to extend the current lease agreement terms and provisions for an additional twelve months (i.e. March 1, 2018 through February 28, 2019) ; and

WHEREAS, staff is not authorized to offer to lease City-owned property wherein the terms may vary from the requirements of the City's Leasing Policy, thus staff makes no recommendation other than compliance with the City's Leasing Policy in order to cover the costs of use of City-owned property; and

WHEREAS, if the Council finds that the public benefit received by the City and its residents is of far more value than the true cost; as reflected within the City's Leasing Policy; of providing use of City-owned property, the decision to revise, reduce or waive certain provisions of the City's Leasing Policy rests in the discretion of the City Council; and

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

Section 1. That the City Manager, upon the approval of the City Attorney, is hereby authorized to amend the existing lease agreement with the Assembly Committee on Rules, California State Assembly to extend the term of the lease agreement for an additional twelve months (i.e. March 1, 2018 through February 28, 2019) for use of approximately 160 square feet of dedicated indoor office space within the Compton City Hall (adjacent to the Human Resources Department) for use as District Office space for State Assemblyman Mike A. Gipson.

Section 2. That the lease rate shall be _____ Dollars ($) per _____ for the term of the Lease.

Section 3. That Account No. 1001 000 000 3420 has been established to receive lease payments for City-owned properties.

Section 4. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, General Services, City Controller and Building & Safety Department (Security Division).

Section 5. 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
ASSEMBLY COMMITTEE ON RULES, CALIFORNIA STATE ASSEMBLY
[Compton City Hall/Assemblyman Mike A. Gipson]

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 **ASSEMBLY COMMITTEE ON RULES, CALIFORNIA STATE ASSEMBLY** (hereinafter referred to as **"TENANT"**), collectively, the "Parties."

RECITALS

WHEREAS, pursuant to Resolution No. 24,536, adopted by the City Council of the City of Compton on March 14, 2017, the Landlord and Tenant entered into a Lease Agreement for the lease of approximately 160 square feet of indoor space located at the Compton City Hall located at 205 South Willowbrook Avenue, Compton, at the yearly rental rate of One Dollar ($1.00); and

WHEREAS, it is the desire of the Tenant to amend the existing twelve (12) month lease agreement with the City to authorize the extension of the leasing terms and provisions for an additional twelve (12) months (i.e. March 1, 2018 through February 28, 2019) at the rental rate of One Dollar ($1.00) per year; and

WHEREAS, by Resolution No. _____, adopted on the ___ day of _____ 2018, the City Council gave approval to amend the Lease Agreement with the Tenant **to** extend the term of the Lease Agreement for an additional twelve (12) months, at the rental rate of _____ Dollars ($) for the term of the lease**.**

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

AMENDMENTS

1. The parties agree to amend **Section 2 – Term** of the original Lease Agreement to provide that the Lease shall be for an additional term of twelve (12) months, commencing on March 1, 2018 and shall terminate on February 28, 2019, unless extended or terminated as otherwise provided herein.

2. 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 the **ASSEMBLY COMMITTEE ON RULES, CALIFORNIA STATE ASSEMBLY.**

ASSEMBLY COMMITTEE ON RULES,
CALIFORNIA STATE ASSEMBLY
TENANT

By _____ **Dated: _____**
Debra Grevert, Chief Administrative Officer

CITY OF COMPTON/LANDLORD
Recommended for Approval:

By _____ **Dated: _____**
Van Wilson, Director
General Services Department

Approved by:

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

Approved as to form:

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

ATTEST:

Dated: _____ **By _____**
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **General Services**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE LEASE AGREEMENT WITH THE ASSEMBLY COMMITTEE ON RULES, CALIFORNIA STATE ASSEMBLY TO EXTEND THE TERM OF THE LEASE FOR TWELVE (12) MONTHS FOR DISTRICT OFFICE SPACE IN COMPTON CITY HALL**

Van Wilson	**2/12/2018 11:47:46 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**2/19/2018 4:13:11 PM**
CITY ATTORNEY	DATE
Austin Okonta	**2/15/2018 10:13:59 AM**
CITY CONTROLLER	DATE
Cecil Rhambo	**2/14/2018 7:00:27 PM**
CITY MANAGER	DATE

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

#

February 27, 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 27, 2018

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **REQUEST FOR CITY COUNCIL CHAMBERS AND CITY HALL LOBBY FEE WAIVER FOR HOME GOING AND REPAST SERVICES FOR THE HONORABLE (FORMER) MAYOR DORIS DAVIS**

SUMMARY

The Honorable Doris Davis served the City of Compton as the First African American Female Mayor. Former Mayor Davis recently passed away. The Davis family has requested the use of City resources and facilities to support the family during their time of bereavement.

BACKGROUND

The City received a request to utilize the City Council Chambers and City Hall Lobby for the Home going Celebration of our beloved Mayor Doris Davis. She became the second African American mayor of Compton after defeating the incumbent, Douglas Dollarhide, the city's first black mayor. Doris Davis served as mayor of Compton from 1973 to 1977. She entered politics in 1965 when she beat 28-year incumbent Clyde Harland to become the first African American city clerk of Compton. She won re-election in 1969 with over 80 percent of the vote. With her election Davis became the first black woman mayor of a city of more than 50,000 residents, which is recorded as a Black History first and a milestone. She graduated from Northwestern University in Illinois with a B.A. and M.A. in Education (and later earned her doctorate in Education), which led to a teaching career in Los Angeles Unified School District and her own child development centers (Daisy Child Development Centers) in Compton. She is survived by her two sons, Shedrick O. Davis, II and John K. Davis.

STATEMENT OF THE ISSUE

City Council approval is needed to waive fees associated with the request to conduct the service and repast for Mayor Doris Davis.

REQUEST FOR FEE WAIVER
HOME GOING SERVICES FOR DORIS DAVIS
PAGE 2

The family has requested the following:

- Use of the City Council Chambers on Thursday March 8, 2018 to lay in state:
  - Time: 6:00 p.m. – 8:00 p.m.

- Use of the City Council chambers on Friday March 9, 2018 to lay in state:
  - Time: 3:00 p.m. – 5:00 p.m.

- Use of the City Council Chambers on Saturday March 10, 2018 for Home Going Celebration:
  - Time: 11:00 a.m. – 2:00 p.m.

- Use of City Hall Lobby on Saturday March 10, 2018 for Family Repast:
  - Time: 2:00 p.m. – 5:00 p.m.

FINANCIAL IMPACT

The costs to provide these services are as follows:

DEPARTMENT	**COST**
City Council Chamber Fees	
10 hours x $20.00/hour = $200.00 - Facility 10 hours x $30.00/hour (2) = $600.00 - General Services 10 hours x $30.00/hour (1) = $300.00 - Security	$1100.00

The Council has the right to waive fees associated with this type of event.

RECOMMENDATION

That the Mayor and City Council waive all fees associated with the above events for the family of the Honorable Mayor Doris Davis.

CECIL W. RHAMBO JR.
CITY MANAGER

February 27, 2018

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: DELMONSHA GREEN, DIRECTOR
COMPTON LOCAL HOUSING AUTHORITY

SUBJECT: A REQUEST TO SCHEDULE A JOINT PUBLIC HEARING – HOUSING AUTHORITY 2018 PUBLIC HOUSING AUTHORITIES (PHA) ANNUAL PLAN (APRIL 17, 2018 @ 5:50 P.M.)

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

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

The Compton Local Housing Authority is requesting that a joint public hearing be scheduled for **Tuesday, April 17, 2018, at 5:50 p.m.** in the Council Chambers, located at 205 South Willowbrook Avenue, Compton.

DELMONSHA GREEN, DIRECTOR
COMPTON LOCAL HOUSING AUTHORITY

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Housing Authority**

RESOLUTION TITLE: **A REQUEST TO SCHEDULE A JOINT PUBLIC HEARING – HOUSING AUTHORITY 2018 PUBLIC HOUSING AUTHORITIES (PHA) ANNUAL PLAN (APRIL 17, 2018 AT 5:50 P.M.)**

Delmonsha Green **2/12/2018 4:56:06 PM**
DEPARTMENT MANAGER'S SIGNATURE DATE

REVIEW / APPROVAL

Ruth Rugley **2/19/2018 4:13:54 PM**
CITY ATTORNEY DATE

Austin Okonta **2/15/2018 10:29:53 AM**
CITY CONTROLLER DATE

Cecil Rhambo **2/14/2018 7:10:42 PM**
CITY MANAGER DATE

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

February 27, 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.

BACKGROUND

The subject repast program took place on February 24, 2018 at Dollarhide Community Center. The request for a facility fee waiver was scheduled for the City Council Agenda on February 20, 2018; however, due to the lack of a quorum and meeting cancellation, the repast was completed with full anticipation of City Council approval for a facility fee waiver at the next scheduled Council meeting.

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 27, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL

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

SUBJECT: FACILITY FEE WAIVER REQUEST FOR THE BURRELL-MACDONALD PARK COMMUNITY CENTER TO HOST REPAST SERVICES FOR THE MOTHER OF RICHARD TYRONE DAVIS, CLEO DAVIS, THURSDAY, FEBRUARY 22, 2018, FROM 1:00 P.M. TO 5:00 P.M.

BACKGROUND

The subject repast program took place on February 22, 2018 at Burrell-MacDonald Park Community Center. The request for a facility fee waiver was scheduled for the City Council Agenda on February 20, 2018; however, due to the lack of a quorum and meeting cancellation, the repast was completed with full anticipation of City Council approval for a facility fee waiver at the next scheduled Council meeting.

SUMMARY

Richard Tyrone Davis, longstanding Compton resident would like to host their repast program at the Burrell-MacDonald Park Community Center following the Funereal 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**

#12.

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 27, 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

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 — **2/8/2018 9:27:03 AM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **2/13/2018 9:44:35 PM**
CITY ATTORNEY — DATE

Austin Okonta — **2/12/2018 8:44:32 AM**
CITY CONTROLLER — DATE

Cecil Rhambo — **2/8/2018 6:09:48 PM**
CITY MANAGER — DATE

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

February 27, 2018

TO: **MAYOR AND CITY COUNCIL**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR TREE MAINTENANCE SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR UNITED PACIFIC SERVICES, INC. FOR CITYWIDE TREE MAINTENANCE SERVICES ($400,000)**

SUMMARY

The City Council will consider adopting a resolution that will authorize the City Manager to accept the proposal/bid of United Pacific Services, Inc. for the provision of City-wide tree trimming, maintenance and other services, enter into a three (3) year service agreement, with an option to renew the agreement for two (2) one- year extensions and establish a purchase order in the amount of Four Hundred Thousand Dollars ($400,000.00) for services rendered during the first (1st) year (i.e. March 1, 2018 through February 28, 2019) of the agreement.

BACKGROUND

On September 6, 2017, the Public Works Department ("Department") solicited Requests for Quotations ("RFQ") from qualified tree maintenance companies to provide annual maintenance of trees as part of the City's urban forestry. Companies provided the cost for tree trimming, removal, recommended schedule planting, clean-up/disposal, root pruning/root barrier, tree inventory by species, tree care, and emergency on-call services City-wide. The City intends to trim trees throughout the entire City within 4 years. This equates to approximately 5,000 trees being trimmed per year (approximately 20,000 trees total).

Companies responding to the Request for Quotations (RFQ) must hold a valid and current State of California C-27, license for pesticide application and C-61/D-49 Contractor's License, in addition to identifying at least two (2) ISA Certified Arborists for providing project management, a list of staff qualifications including certifications, specialist, and licenses, technical ability and experience, statement of past project disqualifications and litigation, and letters of references.

Additionally, companies were required to complete a Schedule of Compensation (Exhibit A), a written description of the company's plans to report green waste generated and the method of disposal, a written statement describing the

company's ability to acquire and purchase trees for the City's planting program, as well as describe the facility where the trees are to be stored.

On October 5, 2017, a total of three (3) proposals were received from the following tree maintenance companies: Economy Tree Care (Long Beach, CA), Trimming Land Company (South Gate, CA) and United Pacific Services (South Gate, CA).

STATEMENT OF ISSUE

A selection committee comprised of Department staff was appointed to review the proposals submitted by the three (3) qualified companies. The committee reviewed the materials in the responses to the RFQ submitted by the companies and ranked the most qualified proposals. The evaluations used by the selection committee for ranking the proposals were based upon the completeness of the proposal, company's demonstrated understanding of the scope of services, quality of similar work previously performed by the company, personnel assigned, resources required to perform the required services, and the proposed schedule of work. The ranking order is as follow:

Rank	Company
1	United Pacific Services
2	Trimming Land Company
3	Economy Tree Care

As a result, the proposal submitted by United Pacific Services, Inc. ("UPS") was deemed the best qualified and most cost efficient company to manage the tree maintenance services for the City.

UPS is a state licensed contractor and holds both the C27 (Landscape) and C61 D49 (Tree) state contractors licenses. UPS also possesses a State of California Pest Control License, Agricultural Pest Control Registration number and the Pest Control Advisor License.

UPS has completed numerous contracts for many municipalities, counties and state agencies. During the past forty years, UPS has supervised the completion of over $100,000,000 in contracts for 105 California municipalities. Additionally, UPS has supervised and completed numerous contracts for the counties of San Bernardino, Riverside, Ventura, Orange, San Diego and Los Angeles.

Based upon the City's desired criteria, staff is recommending that the City award a three (3) year service agreement, with an option to renew the agreement for

two (2) one-year extensions and establish a purchase order in the amount of Four Hundred Thousand Dollars ($400,000.00) for services rendered during the first (1st) year of the agreement to UPS to provide City-wide tree trimming, maintenance and other services.

FISCAL IMPACT

Staff is requesting that City Council approve an annual budget amount of $400,000 – 1st Year, $400,000 – 2nd Year, and $400,000 – 3rd Year. Should the extension options be exercised, the costs of each extension are as follows: Option Year 1 -$400,000 and Option Year 2 - $400,000.

Funds in the amount of $400,000 for the 1st Year will be available in the Public Works Department Fiscal Years 2017-2018 and 2018-2019 budgets in Account No. 2502-720-000-4269 to pay for services rendered in the first year (effective March 1, 2018 – February 28, 2019) of the agreement as follows:

FY 2017-2018

Contractor	**Account No.**	**Amount**
United Pacific Services	2502-720-000-4269	$250,000

FY 2018-2019

Contractor	**Account No.**	Amount
United Pacific Services	2502-720-000-4269	$150,000

Funds for the remaining years of the agreement shall be appropriated in future City budgets (i.e. 2018-2019, 2019-2020, 2020-2021) and for the two (2) one-year extensions, if exercised.

RECOMMENDATION

Staff recommends 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 AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR TREE MAINTENANCE SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR ~~UNITED PACIFIC SERVICES, INC.~~ TRIMMING LAND COMPANY FOR CITYWIDE TREE MAINTENANCE SERVICES ($400,000)

WHEREAS, on September 6, 2017, the Public Works Department ("Department") solicited Requests for Quotations ("RFQ") from qualified tree maintenance companies to provide annual maintenance of trees as part of the City's urban forestry. Companies provided the cost for tree trimming, removal, recommended schedule planting, clean-up/disposal, root pruning/root barrier, tree inventory by species, tree care, and emergency on-call services City-wide; and

WHEREAS, on October 5, 2017, a total of three (3) proposals were received from the following tree maintenance companies: Economy Tree Care (Long Beach, CA), Trimming Land Company (South Gate, CA) and United Pacific Services, Inc. (South Gate, CA); and

WHEREAS, a selection committee comprised of Department staff was appointed to review the proposals submitted by the three (3) qualified companies reviewing the materials in the responses to the RFQ submitted by the companies and ranked the most qualified proposals/bids, ranking the proposals based upon the completeness of the proposal, company's demonstrated understanding of the scope of services, quality of similar work previously performed by the company, personnel assigned, resources required to perform the required services, the proposed schedule of work and costs. The ranking order is as follow:

Rank	**Company**
1	United Pacific Services
2	Trimming Land Company
3	Economy Tree Care

WHEREAS, as a result, the proposal submitted by United Pacific Services, Inc. ("UPS") was deemed the best qualified and most cost efficient company to manage the tree maintenance services for the City; and

WHEREAS, based upon the City's desired criteria, staff is recommending that the City award a three (3) year service agreement, with an option to renew the agreement for two (2) one-year extensions at an anticipated cost of Four Hundred Thousand Dollars ($400,000.00) per contract year to UPS; and

WHEREAS, funds in the amount of $400,000 for the 1st Year will be available in the Public Works Department Fiscal Years 2017-2018 and 2018-2019 budgets in Account No. 2502-720-000-4269 to pay for services rendered in the first year (effective March 1, 2018 – February 28, 2019) of the agreement as follows:

FY 2017-2018

Contractor	**Account No.**	**Amount**
United Pacific Services	2502-720-000-4269	$250,000

FY 2018-2019

Contractor	**Account No.**	Amount
United Pacific Services	2502-720-000-4269	$150,000

WHEREAS, funds for the remaining years of the agreement shall be appropriated in future City budgets (i.e. 2019-2020, 2020-2021) and for the two (2) one-year extensions, if exercised; and

WHEREAS, after public discussion, through an amending motion, the City Council voted unanimously to select the lowest most qualified bid of Trimming Land Company for Citywide Tree Maintenance Services.

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

SECTION 1. That the proposal submitted by Trimming Land Company is hereby accepted and all other proposals are rejected.

SECTION 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a three (3) year services agreement (i.e. March 1, 2018 – February 28, 2021) with Trimming Land Company with an option for the City Manager to renew the agreement thereafter for two (2) one-year extensions, to provide City-wide tree trimming, maintenance and other services.

SECTION 3. That funds in the amount of $400,000 are and will be available in the Public Works Department Fiscal Years 2017-2018 and 2018-2019 budgets in Account No. 2502-720-000-4269 to pay for services rendered in the first (1st) year (i.e. March 1, 2018 – February 28, 2019) of the agreement as follows:

FY 2017-2018

Contractor	**Account No.**	**Amount**
Trimming Land Company	2502-720-000-4269	$250,000

FY 2018-2019

Contractor	**Account No.**	Amount
Trimming Land Company	2502-720-000-4269	$150,000

SECTION 4. That a purchase order in the amount of $400,000.00 is authorized to be established for Trimming Land Company.

SECTION 5. That funds for the remaining years of the agreement shall be appropriated in future City budgets (i.e. 2018-2019, 2019-2020, 2020-2021) and for the two (2) one-year extensions, if exercised.

SECTION 6. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works 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 passed and 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-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

EXHIBIT A- TREE TRIMMING REQUEST FOR QUOTATION SCHEDULE OF COMPENSATION ANALYSIS

		Economy Tree Care	Trimming Land Company	United Pacific Services
	UNIT	**UNIT PRICE**	**UNIT PRICE**	**UNIT PRICE**
ANNUAL GRID TREE TRIMMING (Minimum 500 Trees)	On Are Basis - Per Tree	$ 65.00	$ 49.00	$ 59.00
AESTHETIC STREET TREE TRIMMING				
0-6" dbh	Per Tree	$ 15.00	$ 52.00	$ 75.00
7-12" dbh	Per Tree	$ 45.00	$ 52.00	$ 115.00
13-18" dbh	Per Tree	$ 115.00	$ 62.00	$ 195.00
19-24" dbh	Per Tree	$ 150.00	$ 85.00	$ 245.00
25-30" dbh	Per Tree	$ 190.00	$ 95.00	$ 265.00
31-36" dbh	Per Tree	$ 190.00	$ 175.00	$ 270.00
37-42" dbh	Per Tree	$ 190.00	$ 200.00	$ 275.00
43-48" dbh	Per Tree	$ 190.00	$ 300.00	$ 280.00
48" dbh & over	Per Tree	$ 190.00	$ 350.00	$ 285.00
PALM TREE TRIMMING				
Coco Palm	Per Tree	$ 50.00	$ 65.00	$ 45.00
Washingtonia Palm	Per Tree	$ 60.00	$ 105.00	$ 65.00
Canary Island Date Palm	Per Tree	$ 275.00	$ 205.00	$ 135.00
*Based on palms being pruned annually				
TREE REMOVAL				
Tree and Stump Removal	Per Diameter Inch	$ 27.00	$ 25.00	$ 29.00
Tree Removal over 36" dbh	Per Diameter Inch	$ 20.00	$ 40.00	$ 34.00
Stump Only Removal	Per Diameter Inch	$ 15.00	$ 9.50	$ 15.00
PLANTING				
15 Gallon Tree	Per Tree	$ 100.00	$ 135.00	$ 135.00
24 Inch Box Tree	Per Tree	$ 370.00	$ 285.00	$ 315.00
36 Inch Box Tree	Per Tree	$ 750.00	$ 865.00	$ 750.00
ROOT BARRIER INSTALLATION WITH TREE PLANTING	Per Foot	$ 22.00	$ 3.75	$ 20.00
WATER TUBE INSTALLATION	Per Tree	$ 10.50	$ 35.00	$ 25.00
TREE WATERING	Per Day	$ 750.00	$ 560.00	$ 600.00

#16.

		Economy Tree Care	Trimming Land Company	United Pacific Services
	UNIT	**UNIT PRICE**	**UNIT PRICE**	**UNIT PRICE**
CREW RENTAL				
3 Man Crew with Equipment	Per Hour	$ 370.00	$ 225.00	$ 225.00
2 Man Crew with Equipment	Per Hour	$ 270.00	$ 150.00	$ 150.00
1 man crew with Equipment	Per Hour	$ 250.00	$ 75.00	$ 75.00
EMERGENCY RESPONSE 3 Man Crew with Equipment (Evening, Weekend, or Holiday Call Out)	Per Hour	$ 450.00	$ 285.00	$ 290.00
TREE INVENTORY AND SOFTWARE PACKAGE	Per Tree Site	$ 1.70	$ 3.00	$ 3.75
GPS INVENTORY (OPTIONAL)	Per Tree Site	$ 1.15	$ -	$ 1.50
GPS SOFTWARE PACKAGE (OPTIONAL)	Unit Price	$ 1,750.00	$ -	$ 1.00
TREE INVENTORY UPDATES	Per Tree Site	$ 1.05	$ -	$ 2.00
TREE MASTER PLAN	Per Tree	$ 1.70	$ 7.00	$ 1.00
ROOT PRUNING	Per Foot	$ 115.00	$ 12.00	$ 20.00
PARK AND SLOPE TREE PRUNING (3-man crew)	Per Hour	$ 370.00	$ 225.00	$ 225.00

ECONOMY TREE CARE

#16.

SCHEDULE OF COMPENSATION

In conformity with the terms and conditions of

The RFQ.

	UNIT	UNIT PRICE
ANNUAL GRID TREE TRIMMING		
(Minimum 500 trees)	On area basis – Per tree	$ 65.00
AESTHETIC STREET TREE TRIMMING		
0-6" dbh	Per tree	$ 15.00
7-12" dbh	Per tree	$ 45.00
13-18" dbh	Per tree	$ 115.00
19-24" dbh	Per tree	$ 150.00
25-30" dbh	Per tree	$ 190.00
31-36" dbh	Per tree	$ 190.00
37-42" dbh	Per tree	$ 190.00
43-48" dbh	Per tree	$ 190.00
48" dbh & over	Per tree	$ 190.00
PALM TREE TRIMMING		
Coco Palm	Per tree	$ 50.00
Washingtonia Palm	Per tree	$ 60.00
Canary Island Date Palm	Per tree	$ 275.00
* Price based on palms being pruned annually		
TREE REMOVAL		
Tree and stump removal	Per diameter inch	$ 27.00
Tree removal over 36" dbh	Per diameter inch	$ 20.00
Stump only removal	Per diameter inch	$ 15.00
PLANTING		
15 gallon tree	Per tree	$ 100.00
24 inch box tree	Per tree	$ 370.00
36 inch box tree	Per tree	$ 750.00
ROOT BARRIER INSTALLATION WITH TREE PLANTING	Per foot	$ 22.00
WATER TUBE INSTALLATION	Per tree	$ 10.50
TREE WATERING	Per day	$ 750.00

CREW RENTAL		
3 man crew with equipment	Per hour	$ 370.00
2 man crew with equipment	Per hour	$ 270.00
1 man crew with equipment	Per hour	$ 250.00
EMERGENCY RESPONSE		
3 man crew with equipment (Evening, weekend, or holiday call out)	Per hour	$ 450.00
TREE INVENTORY AND SOFTWARE PACKAGE	Per tree site	$ 1.70
GPS INVENTORY (OPTIONAL	Per tree site	$ 1.15
GPS SOFTWARE PACKAGE (OPTIONAL)	Unit Price	$ 1,750.00
TREE INVENTORY UPDATES	Per tree site	$ 1.05
TREE MASTER PLAN	Per tree	$ 1.70
ROOT PRUNING	Per foot	$ 115.00
PARK AND SLOPE TREE PRUNING (3 –man crew)	Per hour	$ 370.00

Signature (Company Representative)

Economy Tree Care, Inc.
Name of Company

10-05-2017
Date Submitted

#16.

TRIMMING LAND COMPANY

SCHEDULE OF COMPENSATION

In conformity with the terms and conditions of the RFQ.

	UNIT	UNIT PRICE
ANNUAL GRID TREE TRIMMING		
(Minimum 500 trees)	On area basis -- Per tree	$ 49.00
AESTHETIC STREET TREE TRIMMING		
0-6" dbh	Per tree	$ 52.00
7-12" dbh	Per tree	$ 52.00
13-18" dbh	Per tree	$ 62.00
19-24" dbh	Per tree	$ 85.00
25-30" dbh	Per tree	$ 95.00
31-36" dbh	Per tree	$ 175.00
37-42" dbh	Per tree	$ 200.00
43-48" dbh	Per tree	$ 300.00
48" dbh & over	Per tree	$ 350.00
PALM TREE TRIMMING		
Coco Palm	Per tree	$ 65.00
Washingtonia palm	Per tree	$ 105.00
Canary Island Date Palm	Per tree	$ 205.00
* Price based on palms being pruned annually		
TREE REMOVAL		
Tree and stump removal	Per diameter inch	$ 25.00
Tree removals over 36" dbh	Per diameter inch	$ 40.00
Stump only removal	Per diameter inch	$ 9.50
PLANTING		
15 gallon tree	Per tree	$ 135.00
24 inch box tree	Per tree	$ 285.00
36 inch box tree	Per tree	$ 865.00
ROOT BARRIER INSTALLATION	Per foot	$ 3.75

#16.

WITH TREE PLANTING

WATER TUBE INSTALLATION	Per tree	$ 35.00
TREE WATERING	Per day	$ 560.00
CREW RENTAL		
3 man crew with equipment	Per hour	$ 225.00
2 man crew with equipment	Per hour	$ 150
1 man crew with equipment	Per hour	$ 75.00
EMERGENCY RESPONSE		
3 man crew with equipment (Evening, weekend, or holiday call-out)	Per hour	$ 285.00
TREE INVENTORY AND SOFTWARE PACKAGE	Per tree site	$ 3.00
GPS INVENTORY (Optional)	Per tree site	$ 0.00
GPS SOFTWARE PACKAGE (Optional)	Unit Price	$ 0.00
TREE INVENTORY UPDATES	Per tree site	$ 0.00
TREE MASTER PLAN	Per tree	$ 7.00
ROOT PRUNING	Per foot	$ 12.00
PARK AND SLOPE TREE PRUNING (3-man crew)	Per hour	$ 225.00

Signature (Company Representative)	TLC TRIMMING LAND COMPANY INC Name of Company	10.05.17 Date Submitted

UNITED PACIFIC SERVICES

#16.

CITY OF COMPTON

SCHEDULE OF COMPENSATION

In conformity with the terms and conditions of the RFQ.

	UNIT	UNIT PRICE
ANNUAL GRID TREE TRIMMING		
(Minimum 500 trees)	On area basis -- Per tree	$ 59.00
AESTHETIC STREET TREE TRIMMING		
0-6" dbh	Per tree	$ 75.00
7-12" dbh	Per tree	$ 115.00
13-18" dbh	Per tree	$ 195.00
19-24" dbh	Per tree	$ 245.00
25-30" dbh	Per tree	$ 265.00
31-36" dbh	Per tree	$ 270.00
37-42" dbh	Per tree	$ 275.00
43-48" dbh	Per tree	$ 280.00
48" dbh & over	Per tree	$ 285.00
PALM TREE TRIMMING		
Coco Palm	Per tree	$ 45.00
Washingtonia palm	Per tree	$ 65.00
Canary Island Date Palm	Per tree	$ 135.00
* Price based on palms being pruned annually		
TREE REMOVAL		
Tree and stump removal	Per diameter inch	$ 29.00
Tree removals over 36" dbh	Per diameter inch	$ 34.00
Stump only removal	Per diameter inch	$ 15.00
PLANTING		
15 gallon tree	Per tree	$ 135.00
24 inch box tree	Per tree	$ 315.00
36 inch box tree	Per tree	$ 750.00
ROOT BARRIER INSTALLATION	Per foot	$ 20.00

WITH TREE PLANTING

WATER TUBE INSTALLATION	Per tree	$ 25.00
TREE WATERING	Per day	$ 600.00
CREW RENTAL		
3 man crew with equipment	Per hour	$ 225.00
2 man crew with equipment	Per hour	$ 150.00
1 man crew with equipment	Per hour	$ 75.00
EMERGENCY RESPONSE		
3 man crew with equipment (Evening, weekend, or holiday call-out)	Per hour	$ 290.00
TREE INVENTORY AND SOFTWARE PACKAGE	Per tree site	$ 3.75
GPS INVENTORY (Optional)	Per tree site	$ 1.50
GPS SOFTWARE PACKAGE (Optional)	Unit Price	$ 1.00
TREE INVENTORY UPDATES	Per tree site	$ 2.00
TREE MASTER PLAN	Per tree	$ 1.00
ROOT PRUNING	Per foot	$ 20.00
PARK AND SLOPE TREE PRUNING (3-man crew)	Per hour	$ 225.00

Signature (Company Representative)

United Pacific Services, Inc.
Name of Company

10/05/2017
Date Submitted

Gus K. Franklin, President
5529 Leeds Street
South Gate, CA 90280
Office: 562.691.4600, ext. 225, Fax: 562.691.8839, Cell 562.254.0749
gus@unitedpac.com

#16.

Additional Fee Schedule:

In addition to the city's SCHEDULE OF COMPENSATION United Pacific Services would also like to offer to the city some additional services not included in the bid pages.

1.	**Crown Reduction**	Per dbh	$ 8.00 dbh

*Crown reduction would be used to lower the height of a tree no more then 25% that needed height reduction for safety reasons and the health of the tree. This would be done to I.S.A. Specifications/Standards and only with the approval of the city's representative. It would be an additional charge to the grid pruning and aesthetic unit prices submitted in our proposal.

2.	**Wood Splitter rental**	(Hourly rate includes operator)	$ 85.00 / hr
3.	**Steam Cleaner rental**	(Hourly rate includes operator)	$ 85.00 / hr
4.	**Palm Skinning**	(Per foot)	$ 10.00
5.	**Palm Removal**		(Same price as Tree Removal)
6.	**Large Tree Trimming**	(Main Arterial Streets)	

*Done on main arterial streets with necessary traffic control including arrow-boards and 28" cones. All work will be done to I.S.A. Trimming Standards. This will include from 5% up to 25% height reduction and would also include an Aesthetic trim.

0-15'	(Per Tree height)	$ 75.00
16'-25'		$ 115.00
26'-50'		$ 195.00
51'-65'		$ 245.00
66'-75'		$ 265.00
76'+		$ 285.00

7.	**Service Requests**	(Per tree)	$ 225.00

*Doing tree work scattered throughout the city at different locations based on as-needed service request calls by Residents of the city.

8.	**Certified Arborist Reports**	(Per hour)	$ 120.00

*Tree evaluations, written reports and color pictures

9.	**2,000 gallon water truck**	(Hourly rate includes operator)	$ 95.00 / hr

Gus K. Franklin, President
United Pacific Services, Inc.

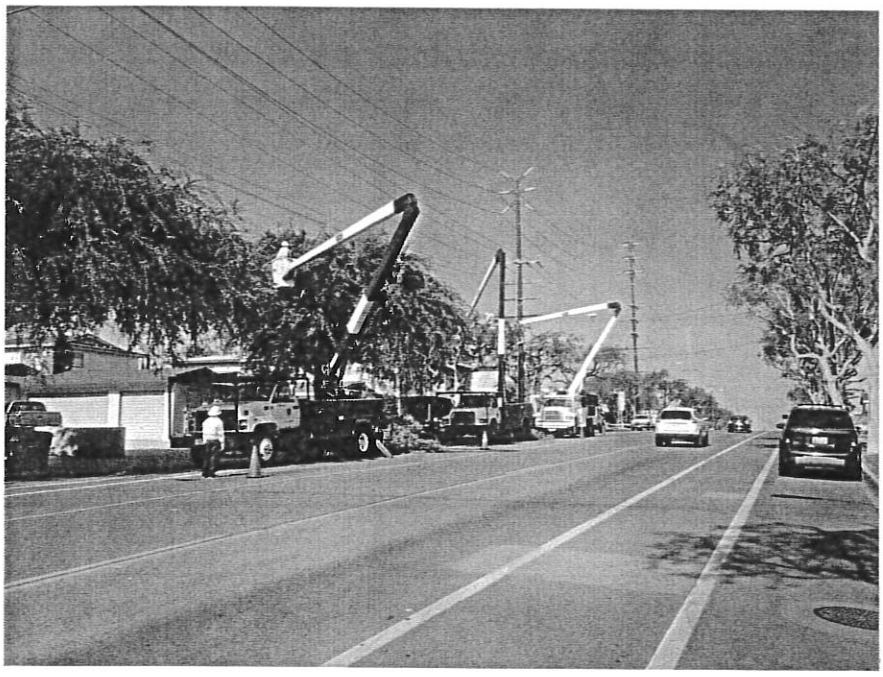
Date: 10/5/2017

CITY OF COMPTON

REQUEST FOR QUOTATIONS FOR
TREE MAINTENANCE SERVICES

CITY OF COMPTON
PUBLIC WORKS DEPARTMENT
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220
ATTN: Mr. Glen W. C. Kau, P.E.
Public Works Director/City Engineer

Due Date: October 5, 2017
Time: Before 5:00 PM



submitted by:

UNITED PACIFIC SERVICES, INC.
5529 Leeds Street
South Gate, CA 90280
(562) 691-4600 x225 Office (562) 691-8839 Fax

COPY 1

#16.

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A. **A statement to have their RFQ proposals considered for this project must submit the Following:**

- a. Mayor's Certificate of Appreciation, page 1
- b. 1984 Olympic Committee Award of Appreciation, page 2
- c. City and County references, page 3
- d. Local Compton Crew, page 4
- e. Cover Letter/Introduction, pages 5 & 6
- f. Communications - 24/7 Business Cards, page 7
- g. Organizational Chart, page 8
- h. Assigned Crew to contract, page 9
- i. List of Employees 10+ years, page 10
- j. Thirty-four (34) City & County & State Endorsement Signatures, pages 11 to 13
- k. Work Plan / Quality Control Plan, pages 14 to 39

1. State of California Contractors License number and expiration date, for example C-27, C61/D49.

   a. C-27 and C61/D49 Contractors License, page 40

2. Names and qualifications and proposed duties of staff to be assigned to this contract. The firm shall identify at least two (2) ISA Certified Arborists who will be responsible for providing project management for the duration of the contract as well as a full-time English speaking Site Supervisor, who is an ISA Certified Arborist, capable of communicating with any City representative and be authorized to act on behalf of the firm.

   a. I.S.A. Certified Tree Workers Certificate, pages 41 to 44
   b. I.S.A. Certified Arborist Municipal Specialists, pages 48 & 50
   c. I.S.A. Certified Arborist, pages 45, 47, 49
   d. I.S.A. Certified Arborist Utility Specialist, page 46
   e. Employee Qualifications / Experience, page 51

3. List of staff qualifications including certifications, specialists, and licenses.

   a. TLC Wildlife Certificates, page 52 & 53
   b. Wildlife Protector Certificates, page 54
   c. ISA Board-Certified Master Arborist Certification, page 55
   e. See I.S.A. Certified Arborist, pages 41 to 50
   f. Line Clearance Arborist Certifications, pages 56 to 65
   g. Certified Crane Operators Permit, page 66
   h. Agricultural Pest Control Adviser License, page 67
   i. QAL Qualified Applicator License, page 68
   j. County of Los Angeles Agricultural Pest Control Registration, page 69
   k. California Department of Pesticide Regulation License, see page 70

4. Technical ability and experience similar in the scope of this project.

   a. List of Key Personnel - Certifications 71
   b. Resume of Key Staff, page 72
   c. Fifty (50) Letters of Recommendation, pages 73 to 85

5. Statement of past project disqualification's and litigation

   a. None

6. Letters of Reference. References are to include contact names and telephone numbers.

   a. See Reference List for 2017 with contact names and phone numbers, page 3
   b. Nine (9) City Letters of Recommendation, pages 87 to 95

#16.

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B. Completed RFQ Sheet

a. See white envelope

C. A written description of the firm's plans to report green waste generated and the method for its disposal

a. All green waste generated from the city of Compton contract will be transported to GreenCycle Certified Green Waste transfer site located at 12815 Imperial Highway in the City of Santa Fe Springs. All loads will be weighed and certified weight tickets will be given to the city at the end of each fiscal year or monthly for AB 939 credit, page 25 (K.)

D. A written statement describing the firm's ability to acquire and purchase trees for the City's planting program. Also describe the facility where the trees are to be stored.

a. United Pacific purchases trees from various wholesale growers throughout southern California. Trees will be stored and watered at our office and equipment yard located at 5529 Leeds Street, South Gate, Ca 90280 which is only three miles from the city of Compton, pages 96 to 103

E. Annual Pruning Program / Community Forest Study (Master Plan)

a. See pages 104 & 105

F. ADDITIONAL INFORMATION

a. Tree Inventory Software - ArborPro and Treekeeper, pages 106 to 134
b. List of Equipment, pages 135 to 137
c. Aerial Certifications, pages 138 to 154
d. Truck DOT Certifications, pages 138 to 154
e. Caution - No-Parking signs, page 155
f. Door Hangers, see page 156
g. List of 74 County of Los Angeles contracts awarded, pages 157 & 158
h. Color pictures of crew(s) working on city contracts, pages 159 to 170

Certificate of Merit

City of Los Angeles

Mayor's Certificate of Appreciation

AS MAYOR of the CITY OF LOS ANGELES I am pleased to recognize the outstanding activities of the

United Pacific Corporation

THIS MAYORS CERTIFICATE of APPRECIATION is awarded to your organization for out-standing efforts and accomplishments which have been of great benefit to your community and particularly to the CITY of LOS ANGELES.

Date: February 8, 1991

Tom Bradley
Mayor

#16.

Arbor Age

Magazine

May, 1984



SELECTED BY THE LOS ANGELES OLYMPIC ORGANIZING COMMITTEE TO TRIM AND PRUNE ALL OF EXPOSITION PARK FEATURING OVER 1400 TREES REPRESENTING 36 DISTINCT SPECIES SITUATED ON 130 ACRES IN THE HEART OF LOS ANGELES, HEADQUARTERS AND SITE FOR THE OPENING CEREMONIES OF THE 1984 SUMMER OLYMPIC GAMES.

Peridian Group

June 22, 1984

United Pacific Corporation
12815 E. Imperial Highway
Suite A
Santa Fe Springs, CA 90670

Reference: Exposition Park, Olympics 1984

I want you to know how pleased the Los Angeles Olympic Organizing Committee and Peridian Group are with your extensive tree trimming at Exposition Park in preparation for the 1984 Summer Olympiad.

As you know, the park was in a sad state of neglect. Over 1,100 trees had not been trimmed or maintained for years and so after your crews moved through in record time under the able supervision of Gus Franklin, a transformation occurred. Now the historic park and former site of the 1932 Olympics is complete for the eyes of the world to see.

As president of United Pacific Corporation you can be proud of a job well done.

Best personal regards,

PERIDIAN GROUP

Vincent Rie Takeuchi
Project Manager

VT:jk

Landscape Architecture/Planning
12848 Skyline Boulevard, Irvine, California 92714 (714) 261-1120
Broward Exit, Fort Lauderdale, Florida 33301 (305) 462-1962 3195 Las Vegas Boulevard South, Las Vegas, Nevada 89119 (702) 798-3237
principals Courtland Paul, Arthur Berge, Shane Nakagawa, Gerald Pearson, Bar L. Pyle, Donna M. Taylor, Dennis Anderson, Donald Hemer, Barry Jessee
Associates Ronald Wong, Dennis R. Longe, Michael McKay, Frank R. Mazzeyski, Robert Clark, John H. Van Berkum, Michael A. Green

Certificate of Merit

This Certificate of Merit was presented to Gus K. Franklin by Peter V. Ueberroth, President of the Los Angeles Olympic Organizing Committee, in recognition and appreciation to United Pacific Corporation for our contribution to the success of the Games of the XXIII Olympiad held in Los Angeles, in 1984.

In 1984 I supervised the trimming of Over 1400 trees in preparation for the Opening Ceremonies of the 1984 Summer Olympic Games of the XXIII Olympiad held in the City of Los Angeles. In Recognition and appreciation for our Contribution to the success of the Games, I received the Certificate of Merit from Los Angeles Olympic Organizing Committee.

Sincerely,

Gus K. Franklin
President

IN RECOGNITION AND APPRECIATION TO

United Pacific

FOR YOUR CONTRIBUTION TO THE SUCCESS OF THE GAMES OF THE XXIII OLYMPIAD LOS ANGELES 1984

United Pacific Services - Current References 2017

	Name of Contract	Name and Address of Governmental Agency	Contact Persons Name and Telephone Number	Description of Work	Total Amount of Contract
1.	LMD - Annual contract from 2014 to 2022 includes option years (8-years)	City of Simi Valley 500 W. Los Angeles Avenue Simi Valley, CA 93065	Emilio Blanco (805) 583-6437	Tree trimming and removal Tree planting and watering Emergency work	3,200,000 (eight years)
2.	Street - Annual contract from 2008 to 2016 includes option years (8-years)	City of Simi Valley 500 W. Los Angeles Avenue Simi Valley, CA 93065	Emilio Blanco (805) 583-6437	Tree trimming and removal Tree planting and watering Emergency work	2,800,000 (eight years)
3.	Annual Contract from 2011 to 2016 includes option years (5-years)	County of Riverside 4080 Lemon Street, 8th floor Riverside, CA 92501	Mark Hughes (951) 830-6860	Tree trimming and removal Tree planting and watering Emergency work	1,250,000 (five years)
4.	Annual Contract from 2015 to 2021 includes option years (6-years)	City of Fountain Valley 10200 Slater Avenue Fountain Valley, CA 92708	Marco Garcia (714) 742-9499	Tree trimming and removal Tree planting Emergency work	1,470,000 (six years)
5.	Annual Contract from 2015 to 2020 includes option years (5-years)	County of Los Angeles 5525 East Imperial Highway South Gate, CA 90280	Del Ortega (562) 861-0316	Tree trimming and removal Landscape maintenance Emergency work	4,000,000 (five years)
6.	2- Three Year Contracts 2016 to 2018	City of Los Angeles 200 N. Spring Street, Rm 355 Los Angeles, CA 90012	Hector Banuelos (213) 847-3110	Tree trimming	3,600,000 (2 - option years)
7.	Annual Contract 2015 to 2020 five year contract	City of Highland 27215 Base Line Highland, CA 92346	Jim Richardson (909) 863-0284	Tree trimming and removal Emergency work Tree planting	325,000 (five years)
8.	Annual Contract 2015 to 2020 five years	City of Downey 11111 Brookshire Avenue Downey, CA 90241	Giovanni Amador (562) 904-7192	Tree trimming and removal Emergency / planting work	2,500,000 per year (five years)
				TOTAL	**$19,145,000**

#16.



City of La Habra

Circa 1976

The owner of United Pacific has completed over 110 million in government contracts since 1972 for 102 cities and counties in southern California.

LOCAL CREW

The following employees have worked for United Pacific for many years and live in the City of Compton. They are very experienced in providing tree and landscape maintenance work for the County of Los Angeles and various cities throughout southern California from 2000 to 2017.

Johnny Atkins (Supervisor)
2515 E. 127 th Street
Compton, CA 90222
(562) 254-3160
(25 years experience)

Juan Melchor (Supervisor)
425 S Northwood Ave
Compton, CA 90220
(562) 448-4729
(22 years experience)

Bertha Luna (Crew Foreman)
4216 E Myrrth St
Compton, CA 90221
(15 years experience)

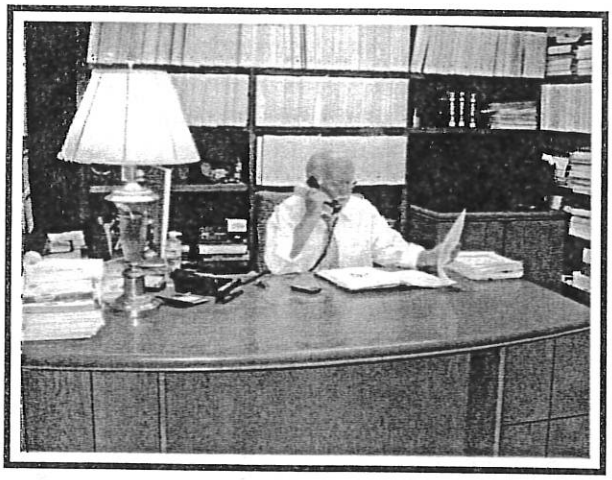
Saul Reynoso (Groundman)
108 S Holly Ave
Compton, CA 90221
(10 years experience)

Alonso Reynoso (Tree Trimmer)
108 S Holly Ave
Compton, CA 90221
(7 years experience)

UNITED PACIFIC SERVICE, INC.

5529 Leeds Street
South Gate, CA 90280
(562) 691-4600 office, ext 225 (562) 691-8839 fax
gus@unitedpac.com

COVER LETTER / INTRODUCTION



Mr. Glen Kau
Director of Public Works
Public Works Department

October 4, 2017

Street Maintenance Division
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220
(310) 605-5691

RE: INVITATION FOR BID - Tree Maintenance Services
Bid Opening Date: October 5, 2017

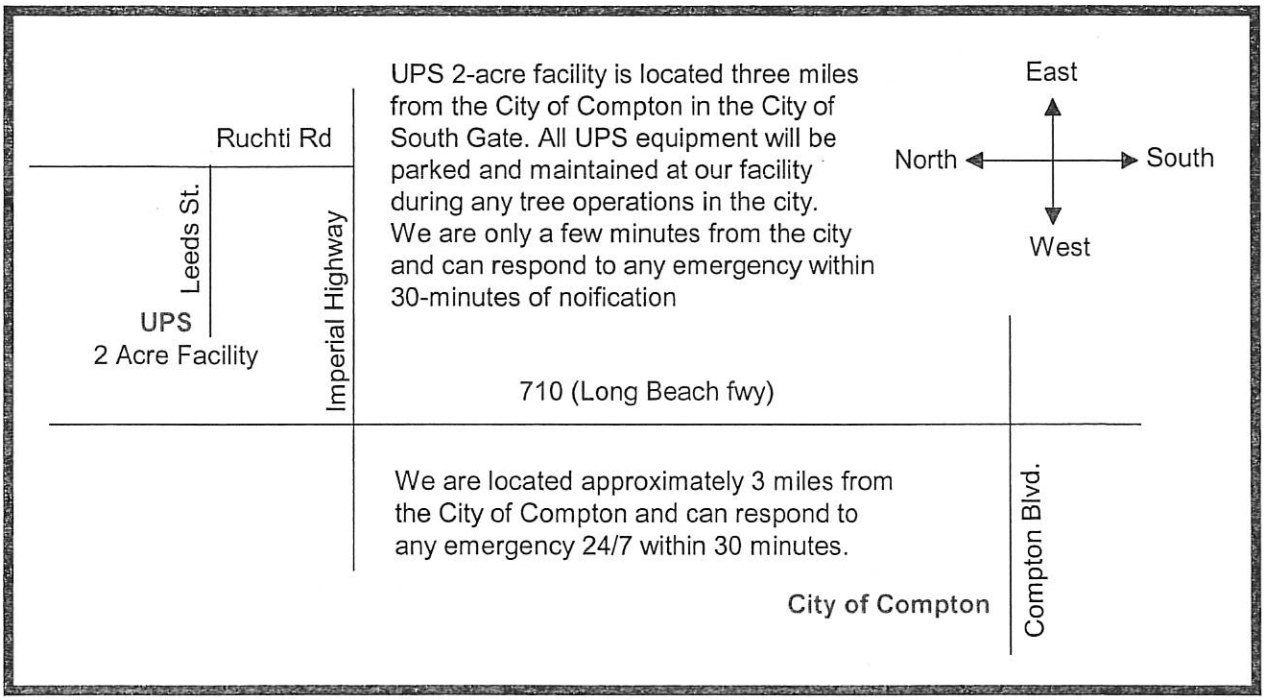
Dear Mr. Glen Kau,

United Pacific Services, Inc. (UPS) has completed numerous contracts for many Municipalities, Counties and State agencies. During the past forty years I have supervised the completion of over $100,000,000 in contracts for 105 California municipalities. During this same period of time I supervised and completed numerous contracts for the counties of San Bernardino, Riverside, Ventura, Orange, San Diego and Los Angeles. All contracts were completed on time and to specifications. We have never been assessed liquidated damages for failure to complete a contract on time or to specifications, nor have we ever had a complaint filed with the Contractors State Licensing Board against the company or the owners.

From July of 2016 to June of 2020 we have been awarded annual and renewable contracts in the amount of $5,300,000 per year with a total value of $20,000,000 which includes the option years with the Cities of Los Angeles, Simi Valley, Rancho Cucamonga, Highland, Fountain Valley, Downey and four contracts with the County of Los Angeles. These contracts include tree trimming, tree planting, tree removal, landscape maintenance and tree inventory using the ArborPro and TreeKeeper software. If selected by the City of Compton, we will provide the city with crews that have equipment that has been certified and meets all state safety and air quality requirements to complete the tree maintenance work in a timely and professional manner. Our crews will be supervised by an ISA Certified Arborist and tree trimming will be done by certified I.S.A. Tree Trimmers. UPS is a state licensed contractor and holds both the C27 (Landscape) and C61 D49 (Tree) state contractors licenses. Both licenses are in good standing with the State of California and bonds have been posted with the State. We have also included in our proposal our QAL license, State of California Pest Control License, Agricultural Pest Control Registration number and our Pest Control Advisor License.

In our proposal I have included Thirty-four Government Endorsement Signatures, Ten Government Endorsement Signatures in 2012, Ten Governmental Endorsement Signatures rating our company's performance as Excellent in 2004 and Fourteen City Endorsement Signatures in 1981. Please review our list of Fifty letters of Recommendation from 1977 to 2008 and seven letters of Recommendation from various Municipalities and County agencies from 2004 to 2016.

In addition to our list of current government contracts I would like to highlight that we have two long term contracts with the City of Simi Valley in the amount of $400,000 and $575,000 per year for the city's street trees and Landscape Maintenance District (LMD) trees. Our Tree Maintenance contract is for eight years which includes the option years and our LMD contract is for eight years which also includes the option years for a total of $5,360,000. Also in the month of April of 2011 the County of Los Angeles awarded us a $2,000,000 dollar bonded contract to trim and remove trees in north L.A. County. Please contact Mr. Nathan Birdwell, Field Supervisor with the County of Los Angeles at (626) 695-8191 for information concerning our tree maintenance program especially the emergency work we did for the county during the Station Fire in the amount of $375,000 in 2009. We have worked for the County of Los Angeles since the year 2000 and we are currently under contract with four contracts that total to $800,000 per year. From the year 2000 to 2016 we have successfully completed 79 contracts for the County of Los Angeles totaling $17,420,072. In addition we have also been awarded a four year contract with the City of Downey for 500,000 per year for a total value of 2,000,000.



We look forward to adding the City of Compton to our current and on-going contracts and believe our proven track record of accomplishments and experience in the performance of current and past contracts will provide the City with a level of confidence in our ability to successfully pursue this contract with the skills and experience you require and expect. If you have any questions or need additional information, upon review of our bid submittal, please do not hesitate to call me at (562) 691-4600 ext. 225.

Sincerely,

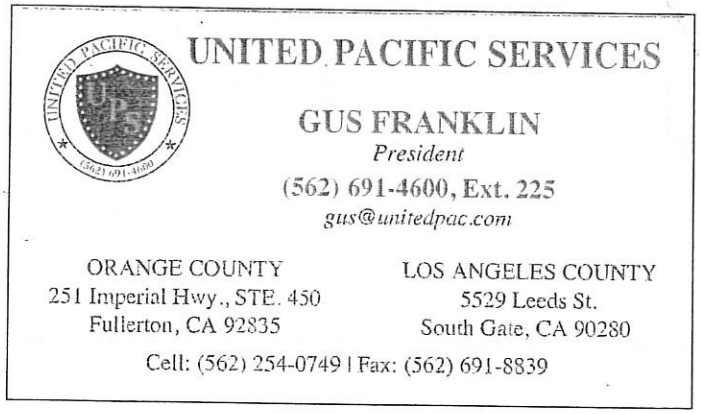
Gus K. Franklin
President

COMMUNICATIONS

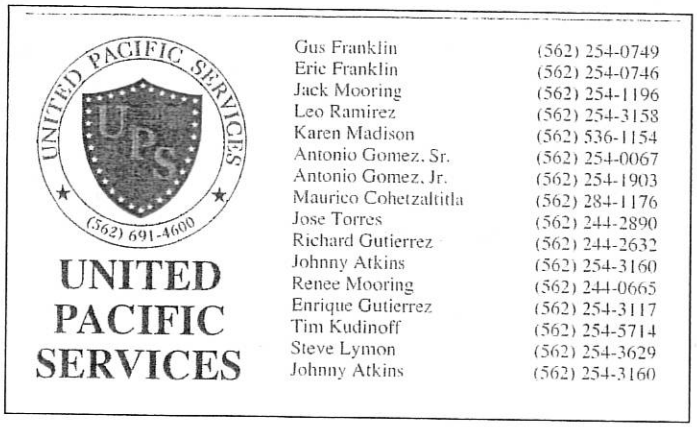
Business Cards - 24/7

United Pacific Services (UPS) gives business cards to all of our supervisors. On the back of their business card it list the cell phone numbers of all of the Supervisors including the President, Vice President, General Manager and various Crew Foremans. We did this in the event the city or county representative had any problems in contacting their assigned UPS representative. We believe that communication is extremely important and listing our cell phone numbers gives a government agency the ability to not only contact their immediate UPS representive but they can also contact the other employees of UPS. ***"We can be reached 24-hours per day 7-days per week".***

Front of Card

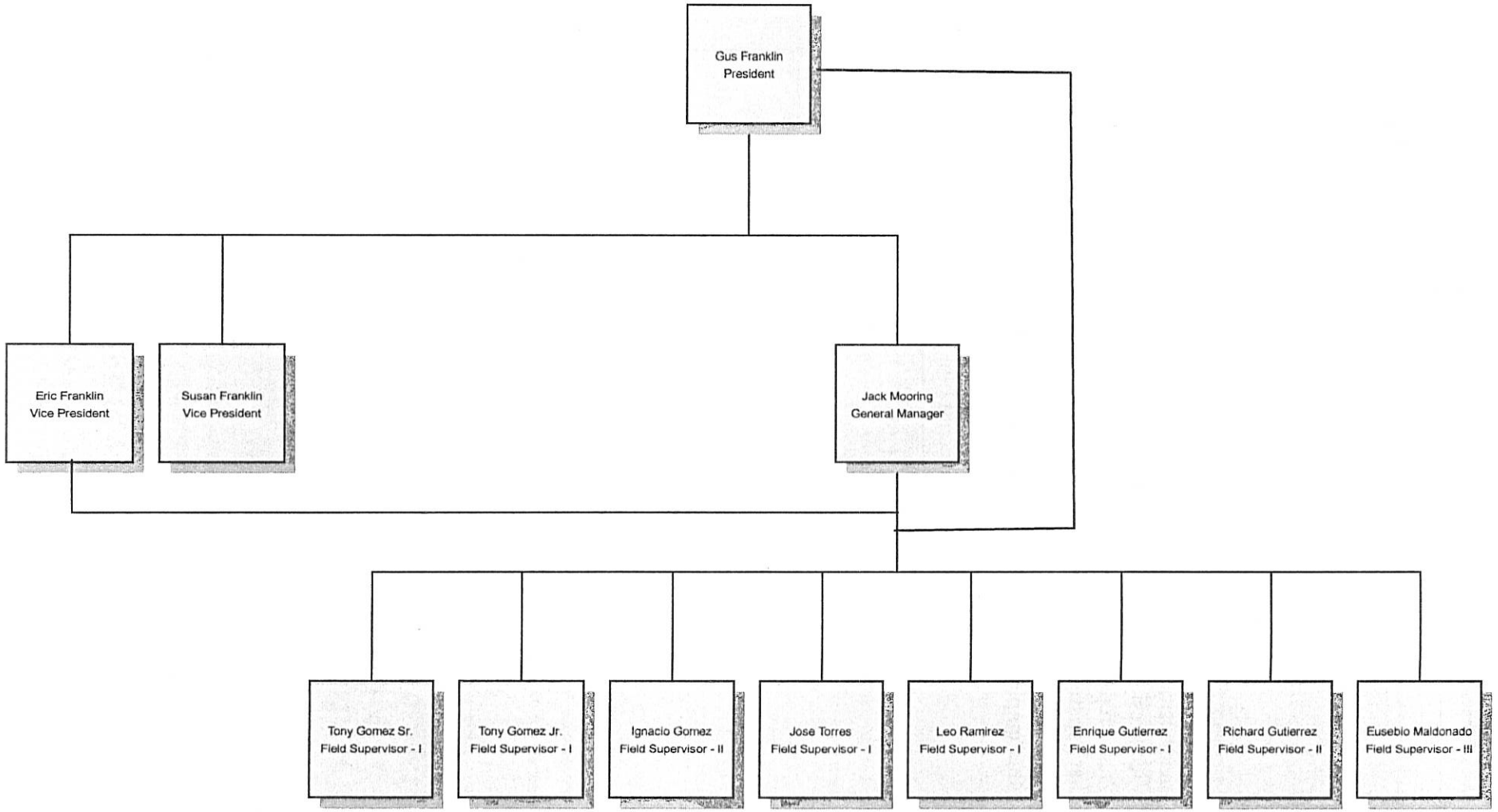


Back of Card



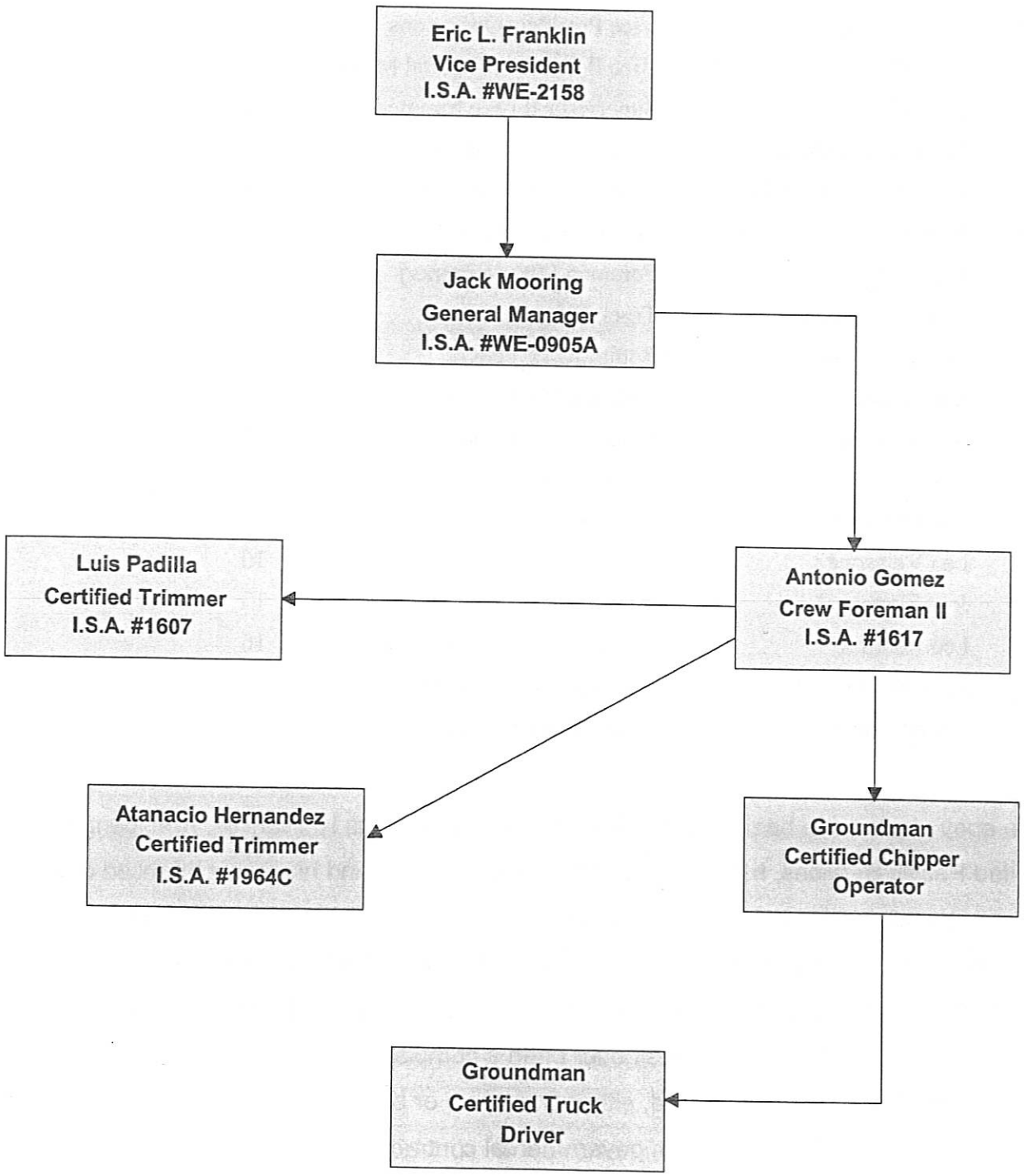
United Pacific Services, Inc.

Organizational Chart



City of Compton

Assigned Crew - Urban Forestry



UNITED PACIFIC SERVICES, INC.

List of Employees - 10+ years

LENGTH OF EMPLOYMENT

	Name	Position	Number of Years
1.)	Eric Franklin	Vice President Operations	18
2.)	Jack Mooring	Vice President / General Manager	17
3.)	Tony Gomez	Supervisor II (tree trimmer)	14
4.)	Enrique Gutierrez	Supervisor II (tree trimmer)	17
5.)	Esteban Cohetzaltitla	Foreman I (tree trimmer)	15
6.)	Herb Shaw	Supervisor II (truck driver)	22
7.)	Ignacio Gomez	Foreman I (tree trimmer)	17
8.)	Charles Alexander	Truck Driver	15
9.)	Filemon Chavez	Equipment Operator	14
10.)	Luis Gaona	Equipment Operator	22
11.)	Jorge Gaona	Equipment Operator	12
12.)	Procoro Cohetzaltitla	Tree Trimmer	10
13.)	Walter Ponce	Mechanic	15
14.)	Leo Velasquez	Chipper operator	10
15.)	Jose Torres	Supervisor II (tree trimmer)	13
16.)	Leo Ramirez	Supervisor I (tree trimmer)	16
17.)	Jesus Hernandez	Shop mechanic (welder)	13
18.)	Johnny Atkins	Tree Trimmer / Mechanic	17

The above men have been employed for many years by Gus K. Franklin, President of United Pacific Services, Inc. (UPS) and represent his core and highly experienced crew. Most of these men have been employed by Gus from 10 to 22 years and have been involved in the completion of Municipal, State and County contracts during the past years. UPS has the ability to complete any contract on time and to specifications. During the past 30 years there has never been a complaint filed with the California Contractors State Licensing Board, either Corporate or personal against Mr. Franklin. Over $50,000,000 in governmental contracts have been completed on time and to the satisfaction of all governmental agencies.

UNITED PACIFIC SERVICES, INC.

Gus K. Franklin, President.



I have been contracting with various cities and counties for tree maintenance work since 1971. For over forty years I have successfully supervised the completion of contracts for 85 municipalities and county agencies at a value exceeding $92,000,000 dollars. During this time period all contracts were completed on time and to specifications. I have never been charged liquidated damages nor have any claims been filed against my General Liability Insurance. We look forward to adding new clients to our list of satisfied government agencies. Please review the following partial list of our municipal and county clients for 2012 below. I have also received 10 Government Endorsement Signatures rating United Pacific as excellent in 2004 and 14 City Endorsement Signatures in 1981 (see historical information).

GOVERNMENT RECOMMENDATIONS - *Year 2012*

The following Government Employees certify that United Pacific Services, Inc. (UPS) has completed all contracts on time and to specifications. They recommend our company as a qualified and knowledgeable firm in the execution of GOVERNMENT tree trimming and removal contracts. We have all the necessary equipment to complete the work in a timely manner and meet contract deadlines. For additional information please contact the listed phone numbers below.

Municipalities and County Agencies

1.) City of Long Beach
(562) 577-8490
Theresa Maceyka, Park Maint. Supervisor

2.) City of Rancho Cucamonga
(909) 477-2730 ext. 4137
Dean P. Rodia, Parks & Landscape Maint. Superintendent

3.) City of Hawthorne
(310) 349-1662
Corrine Strege, Park Maintenance Supervisor

4.) County of Riverside
(951) 955-6899
Matt Sayre, Contract Supervisor

5.) City of Fountain Valley
(714) 593-4605
Dale A. Schuck, General Services Manager

6.) County of Riverside
(951) 830-6860
Mark Hughes, Landscape Maint. District (LMD) Supervisor

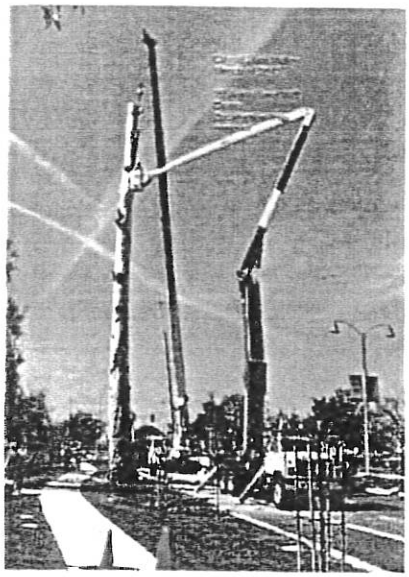
7.) City of Long Beach
(562) 577-8437
Oscar Deleon, Contract Monitor

8.) County of Los Angeles
(562) 861-0316
Del Ortega, Contract Supervisor

9.) City of Jurupa Valley
(951) 332-6464
Richard Bagley, Street Superintendent

10.) City of Goleta
(805) 968-6848
Bill Millar, Public Works Manager

#16.



UNITED PACIFIC SERVICES, INC.
EVALUATION REPORT

The following Government agencies were asked to evaluate United Pacific Services overall performance. This evaluation is based on past and current contracts either completed or in progress. It is based on the following:

Poor - Fair - Satisfactory - Good - Excellent

Ten Government Endorsement Signatures
January of 2004

Signed Signatures:		2 Poor	4 Fair	6 Satisfactory	8 Good	10 Excellent
1.)	Oscar De Leon, (562) 570-4886 — *City of Long Beach*	☐	☐	☐	☐	☑
2.)	Rene Sanchez, (562) 861-0316 — *County of Los Angeles*	☐	☐	☐	☐	☑
3.)	Gary Striker, (310) 732-3890 — *City of Los Angeles*	☐	☐	☐	☐	☒
4.)	Larry Williams, (909) 864-8732 — *City of Highland*	☐	☐	☐	☐	☑
5.)	Tony Tajalli, (626) 695-7292 — *County of Los Angeles*	☐	☐	☐	☐	☑
6.)	Dave Brackin, (909) 387-4043 — *County of San Bernardino*	☐	☐	☐	☐	☑
7.)	Del Ortega, (626) 445-7630 — *County of Los Angeles*	☐	☐	☐	☐	☒
8.)	John Osollo, (310) 732-3946 — *City of Los Angeles*	☐	☐	☐	☐	☑
9.)	Saced Samie, (805) 857-7072 — *State of California*	☐	☐	☐	☐	☑
10.)	Jose Ontiveros, (626) 458-3122 — *County of Los Angele*	☐	☐	☐	☐	☒

City Endorsement Signatures

Gus K. Franklin

1981

To Whom it May Concern:

During the past twenty-five years I supervised the completion of over $50,000,000 in contracts for more than 70 southern California municipalities. All contracts were completed on time and to specifications. There has never been a claim on our Liability Insurance, nor has any complaint been filed against our State Contractors License. During this same period of time I supervised and completed numerous contracts for the counties of San Bernardino, Riverside, Ventura, Orange, Kern, San Diego and Los Angeles. I am recognized in California as one of the foremost contractors in the performance and completion of Governmental maintenance Contracts. Upon my request the following city officials recognized by accomplishments and Outstanding performance in the Organization, Direction, Supervision, Safety Programs and Completion of their contracts by their signed endorsements below.

Respectively:

1. **CITY OF GARDEN GROVE** — Lou Herz, *Park Supervisor*
2. **CITY OF YORBA LINDA** — Louie Gomez, *Street Superintendant*
3. **CITY OF CARSON** — Howard Homan, *Park Director*
4. **CITY OF SANTA ANA** — Clint Jones, *Tree Supervisor*
5. **CITY OF LYNWOOD** — Don Snavely, *Park Director*
6. **CITY OF FOUNTAIN VALLEY** — Dave Christenson, *Tree Supervisor*
7. **CITY OF LA HABRA** — Manuel Torrez, *Tree Supervisor*
8. **CITY OF LOS ANGELES** — Neil Denering, *Street Tree Superintendant*
9. **CITY OF FULLERTON** — Kathy Greco, *Park Co-ordinator*
10. **CITY OF WHITTIER** — Emmitt May, *Tree Supervisor*
11. **CITY OF PARAMOUNT** — Roger Kretzer, *Tree Supervisor*
12. **CITY OF SAN FERNANDO** — Dave Salabar, *Street Superintendent*
13. **CITY OF SO. EL MONTE** — Ike Ito, *Park Supervisor*
14. **CITY OF BUENA PARK** — Gordon Smith, *Tree Supervisor*

CITY OF COMPTON

WORK PLAN / QUALITY CONTROL PLAN

REQUEST FOR PROPOSAL

For

Tree Maintenance Services
Due: Thursday, October 5, 2017

Submitted by:

United Pacific Services, Inc.

Quality Control Plan
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CITY OF COMPTON

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39. √ Proposed Program	KK.
40. √ Ability to Recommend and Meet Project Schedules	LL.
41. √ Capability to Perform all Proposed Services	MM.
42. √ Communications / Cell Phones	NN.
43. √ Certified Crew Assigned to Contract	OO.

#16.

QUALITY CONTROL PLAN

Management Team

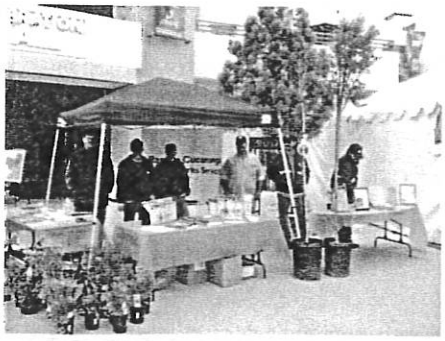


United Pacific Services, Inc. (UPS), has assigned Jack Mooring and Tony Gomez as Supervisors to the tree maintenance project for the **City of Compton (Governmental Agency).** Overseeing the project will be Eric Franklin, Vice President of Operations.

1.) **Mr. Jack Mooring**, Vice President / General Manager has over 20 years experience in Tree maintenance projects and is a *I.S.A.Certified Arborist (# WC-0905), I.S.A. Certified Tree Worker (#WC-403), Certified by the National Arborist Association (#NAA-03268) and Certified in Cardio-Pulmonary Resuscitation (#AHA-24194).* Currently he is supervising various contracts with the County of Los Angeles, County of Riverside, City of Fountain Valley, and the City of Long Beach.

2.) **Mr. Tony Gomez** is are current on-site Crew Manager/Foreman for our current contract with the City of Simi Valley and has many years experience of supervising the completion of numerous governmental tree maintenance contracts including the City of Simi Valley. Mr. Gomez is an *I.S.A. Certified Tree Worker (#1617).* Mr. Gomez will be overseeing the project and will also be actively involved in the city's tree inventory program. Mr. Gomez has supervised the completion of tree and landscape maintenance contracts for over 35 municipalities and two counties in Southern California. Currently he his in charge of our contract with the City of Simi Valley, City of Long Beach and the County of Riverside.

3.) **Mr. Eric L. Franklin**, Executive Vice President will be overseeing the project. Mr. Franklin has supervised the completion of landscape and tree maintenance contracts for over 45 municipalities in Southern California. Mr. Franklin is a *I.S.A. Certified Arborist (#WC-2158), Certified by the National Arborist Association (#NAA-03265), and Certified in Cardio-Pulmonary Resuscitation (#AHA-24191). Mr. Franklin is also a Certified Arborist/Utility Specialist by the I.S.A.*



Mr. Franklin, Mr. Mooring, and Mr. Gomez have full authority to make any and all decisions concerning additional tree work and represent United Pacific in all decisions concerning this project. They can immediately make decisions on the job site and have the authority to execute any agreement concerning additional tree work or changing a work order or responding to any type of service request call.

MANAGEMENT TEAM

PROJECT SUPERVISORS: **Jack Mooring** - **Tony Gomez**

PROJECT DIRECTORS: **Eric Franklin** - **Gus Franklin** (owner)

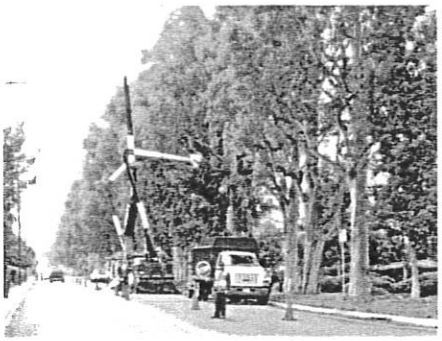
PERFORMANCE OF WORK

A. Daily - Weekly - Monthly Supervision:

1. Report to Government representative on a daily basis if performing work on the contract.
2. Supervise tree maintenance crews to maintain quality control.
3. Supervise planting crew to maintain proper quality control.
4. Supervise tree removal crew to maintain proper quality control.
5. Supervise traffic control.
6. Report any damages or injuries within one hour of occurrence.
7. Immediately respond to any public complaints or questions concerning project within one hour of occurance or as directed by Staff.
8. Final inspection of work to insure proper clean-up on a daily basis.
9. Maintain daily records of hours worked by each employee and work completed.
10. UPS's authorized representative shall meet with the **City of Compton** representative for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job. Also UPS shall on each Friday submit to the **City of Compton** a weekly copy of daily work reports throughout the term of the contract or as directed by staff. In addition, UPS shall advise the representative of

the following Week's schedule. Daily work records shall be formatted for easy translation in the Government's program or computer software or as directed by staff.

11. UPS will notify the Governmental Agency of any changes in start date of each maintenance operation at least 24 hours in advance. Should UPS discontinue work for any reason, the Governmental Agency must be notified immediately as to the rationale behind the shut-down and the restarting date of operations.



B. Work Schedule:

1. UPS will start the tree maintenance project within ten (10) working days of award of contract or as directed by staff. UPS will, prior to commencing work, submit and gain approval of a weekly work schedule indicating the order, location, and completion of work based on the information provided by the **City of Compton.**
2. UPS will notify the Governmental Agency of the work schedule on a daily and weekly basis. This schedule will be submitted for approval in writing at least 72 hours prior to the commencement of any work on the contract or as directed by the Agency representative.
3. UPS must notify the public 24 to 72 hours in advance prior to restricting street parking or access to work area. UPS will post No-Parking signs with date of work to be performed including notification of tree trimming, tree planting, or tree removal on each sign only with authorization by the Agency.
4. As soon as notified by the **City of Compton** of award of contract UPS will meet with the Agency Representative to develop a preliminary work schedule for accomplishing the work on a weekly and monthly basis or as directed by the Agency staff. Tree maintenance-schedule will be modified, as necessary, during the course of the contract, based on the tree maintenance needs.

C. Tree Work Performed:

1. Tree work performed will be according to the latest edition of the Pruning Standards of the Western Chapter ISA and to the International Society of Arboriculture Tree Pruning Guidelines, 1995 and to the American National Standards Institute (ANSI) A300-1995 and any Governmental Agency specifications.
2. Trees shall be trimmed, shaped and thinned. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of (13) feet over the roadway and/or adjacent curb and nine (9) feet over walkways and/or pavement or as required by the Governmental Agency. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights and/or adjacent structures by 5 feet in all directions. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, 1/2 inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs to distribute the foliage evenly.



3. UPS will maintain a written log of all complaints including the date,



time of occurrence, location, problem, and action to be taken pursuant thereto or reasoning for non-action. Log is to be reviewed by the **City of Compton** at the end of each day or as directed by the Agency. Pictures are to be taken at time of incident.

4. UPS will maintain good public relations at all times. Work will be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed with employees that are experienced in tree work and supervised by a Certified Arborists.
5. Hazardous Tree Notifications: UPS will report to the **City of Compton** Arborist / representative any tree defects or hazardous trees within 2 hours.
6. Any activities found by the Governmental Agency to be unacceptable will be rectified immediately. All other complaints shall be abated within 24 hours of occurrence by UPS.
7. UPS will be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work. The **City of Compton's** authorized representative will serve as mediator between the contractor and public if property or vehicular damage should occur during the course of work. Sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.
8. UPS will exercise precaution as necessary when working adjacent to aerial utilities. In the event that aerial utility wires present a hazard to UPS's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified by UPS. UPS will only employ employees that are certified in electrical line clearing thru the ACRT, Inc. Institute of Arboriculture and Urban Forestry under their Electrical Awareness Program. This certification is recognized by the National Arborist Association and meets all Federal Cal-OSHA regulations.
9. Sprinkler repair will be made immediately. All UPS Supervisor's trucks are equipped to handle most sprinkler repairs as they occur.

10. No hooks, gaffs, spurs or climbers will be used by anyone employed by UPS for tree trimming without the express written approval by the **City of Compton**. Plants or other material growing on the trees shall be removed at ground level at time of tree trimming.



11. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

12. When trimming fungus, diseased or fire blight-infested limbs or palm fronds, all pruning tools shall be cleaned after each cut with an approved disinfectant especially palm trees within the work area. All palm trees trimmed shall be to I.S.A. Specifications and as directed in Bid Proposal.

13. UPS will not top any tree in the work area except by specific direction from the Agency's department representative.

D. Hours of work :

1. UPS will observe all holidays recognized in the contract specifications and shall provide inspection for a 40 hour workshift (7:00 a.m. to 4:00 p.m.or as directed by the contract) Monday through Friday. No maintenance functions that generate excessive noise which would cause annoyance or interference to public of the area shall not be commenced before 7:00 a.m. UPS shall reimburse the Governmental Agency at rates established by the Contract for inspection in excess of the foregoing, including legal holidays. This shall be a deduction from final payment.

2. Night, Saturday, Sunday, and Holiday Work: No work shall be performed at night, on Saturdays, Sundays, or on the eleven legal holidays, to wit: New Years Day, President's Day, Dr. Martin Luther King Day, Memorial day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve, and Christmas. This does

not apply to emergency work or special conditions and/or events or as directed by the Agency Representative. UPS will schedule operations in accordance with the business hours and Representative. NO WORK SHALL BE PERFORMED WITHOUT THE PERMISSION OF THE PUBLIC WORKS DIRECTOR OR THE FACILITIES AND LANDSCAPE / TREE DIVISION OR HIS/HER REPRESENTATIVE FOR All WORK PERFORMED IN THE **CITY OF COMPTON**.

3. Before performing any work at said times, UPS shall give notice to the Governmental Agency so that proper inspection may be provided and so that appropriate noise and lighting standards may be imposed. "Night," as used in this paragraph, shall be deemed to include the hours from 5:00 p.m. to 7:00 a.m. of the next succeeding day.



4. No maintenance functions that generate excess noise which would cause annoyance to the public in the area shall be commenced before 7:00 a.m. A noise level limit of 75 decibels at a distance of twenty-five feet applies to all tree equipment on or related to the job operated by UPS crews.

5. The general hours of operation shall be 9:00 AM to 2:00 PM on major streets and 7:00 AM to 4:00 PM on residential streets with respect to any chipping, cutting, or other operations generating harsh or unusual noise. The days of operation shall be Monday through Friday under the guidelines established in the Bid Proposal. The Governmental Agency's authorized representative shall determine the work hours for each area based on the possibility of changing or special conditions.

E. Clean - up:

1. UPS shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

2. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, grass, leaves, debris or equipment be left on the street overnight unless authorized by the Agency's Representative, her/his designee.

3. Agency's authorized representative, shall be the sole judge as to the adequacy of the clean up.

F. Equipment on job site:

1. Aerial equipment will be certified. Said test and / or examination will be met with the requirements of the State of California, Division of Occupational Safety and Health, G.I.S.O. Title 8, G.I.S.O. Title 8, Article 24-3636 through 3648 and all referenced applicable A.N.S.I. Standards contained therein.
2. UPS employees are enrolled in the Department of Motor Vehicles Employee Pull Notice Program.
3. Equipment is inspected daily with full maintenance every 12 weeks.

G. Labor / Pay Scale:

1. Pay scale is based on the Prevailing Wage Rates as required in the State of California under Section Titled: Tree Trimmer / Groundmen of labor code section 1771. Only if required by the Governmental Agency
2. UPS employs a well balanced ethnic crew (85% minority) and firmly believes in equal employment opportunities for all employees.
3. UPS cross trains its employees and offers opportunities in all phases of the work during the tree maintenance project.



4. UPS shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him/her in connection with the tree maintenance project.

H. Safety Requirements:

1. UPS will observe all applicable Cal/OSHA and Public Works safety requirements while working on the contract.
2. UPS employees shall be required to wear safety equipment such as glasses, gloves, head gear, skin creams, respirators, etc.

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3. UPS crews / employees shall be uniformed with safety orange shirts or safety orange reflective vests with dark blue pants while performing tree maintenance operations on the contract. Gang attire, gang affiliation symbols, loose clothing, etc., shall not be permitted.



4. UPS crews / employees shall be prohibited from any type of horseplay, shoving, pushing, etc. This type of behavior will not be tolerated by UPS. All UPS crews / employees must conduct themselves in such a way that creates a good public image. All contact with the public and Public Works employees shall be made in a courteous and businesslike Manner.

I. Best Management Practices:

1. UPS shall implement the following BMP's for the prevention of storm water pollution in conjunction with all its activities and operations while working on the contract.
2. Waste Management
   a. Solid Waste Management
   b. Hazardous Waste Management
   c. Sanitary / Septic Waste Management
3. Vehicle and Equipment Management
   a. Vehicle and Equipment Cleaning
   b. Vehicle and Equipment Fueling
   c. Vehicle and Equipment Maintenance
4. Training
   a. Employee / Subcontractor Training

J. Project Safety Official:

1. UPS shall designate in writing a Project Safety Official who shall be thoroughly familiar with the UPS Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP).

2. UPS shall make available at all times its Project Safety Official to abate any potential safety hazards and he will have the authority to shut down an operation, if necessary.

K. **Disposal of Materials:**

1. All tree branches, grass, limbs, and any type of greenwaste produced as a result of UPS's operations will be recycled into a soil amendment.
2. Weight slips or load slips for all material removed from the tree maintenance project will be submitted once a month as proof of final disposal to a recycling facility for documenting reusage per AB 939
3. All tree branches chipped and/or mulched shall be made available free of charge to the Governmental Agency.



4. All tree trimming material shall be disposed of at the Greencycle greenwaste recycling facility site located at 12815 E. Imperial Hwy., in the City of Santa Fe Springs. UPS shall pay the cost for all debris removed from the project.

L. **Compliance with Laws and Regulations:**

1. UPS shall keep employees fully informed of and shall observe and comply with, and shall cause any and all persons employed to observe and comply with, all State, Federal, County and City, laws, ordinances, regulations, orders, and decrees which in any manner affect the conduct of the work.

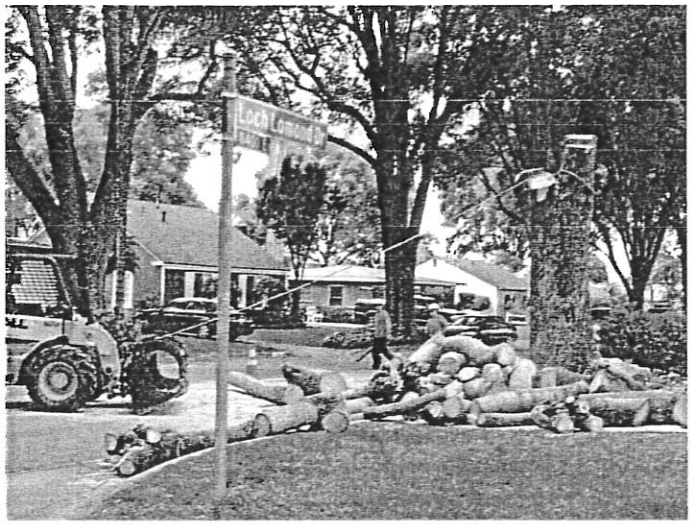
M. **Drug Free Workplace:**

1. UPS will publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibitions.
2. UPS has established a Drug-Free Awareness Program to inform employees about the dangers of drug abuse in the workplace.
3. UPS's existing policy of maintaining a drug-free workplace and the penalties that will be imposed upon employees for drug abuse violations

occurring in the workplace. Taking appropriate personnel action against such an employee, up to and including termination.

N. **Public Safety / Traffic Control:**

1. UPS shall furnish, erect and maintain such lights, barricades, bridges and other devices as required by the City, State, Federal, and County "Public Safety" of the Standard Specifications. Should the Governmental Agency point out the inadequacy of warning devices or should the City approve the location of warning devices, such action shall not relieve UPS of responsibility for public safety, nor abrogate UPS's obligation to furnish and pay for these devices.
2. All construction signs to be used on the job site and on the approaches to the job site shall conform to those standards set forth by the State of California, Business and Transportation Agency, Department of Transportation, Manual of Traffic Controls, latest edition and WATCH Work Area Traffic Control Handbook.



3. Barricades shall be effectively reflectorized by having not less than one-half of the top board of the barricade covered with reflectorized sheeting surface or two 3-inch diameter reflector units. All other types of delineators shall have reflectorized sheeting, other reflective surfacing, or 3-inch unit reflectors.
4. All warning flashers shall be kept in good working order and each flasher shall have some type of reflective surface.
5. No material or equipment shall be stored where it will interfere with the safe passage of public traffic, and at the end of each day's work and at other times when tree operations are suspended for any reason, UPS shall remove all equipment and other obstructions from that portion of the roadway open for use by the public traffic.
6. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately.
7. Whenever UPS's operations require one-way traffic or create a condition

hazardous to the public traffic, UPS shall provide and station competent flagmen whose sole duties shall consist of directing the movement of traffic through or around the work. UPS shall also furnish such flaggers as are necessary to give adequate warning to traffic or public of any dangerous conditions as included in the various items bid.

8. Under no circumstances will any street be closed to thru traffic unless authorized by the Agency Representative.

O. Payment/Monthly Reports:

1. United Pacific will submit all bills to the **City of Compton** by location, work type, additional work, special work, work completion date, pricing, and other appropriate data determined by the contract.
2. Information will be submitted on computer disk format along with hard copies to the appropriate Agency Inspector or as directed by Agency staff.

P. Computer Database:

1. United Pacific shall develop and provide electronic media of relational database of the tree inventory in Microsoft Access 2000 or higher and provide front-end Graphical User Interface (GUI) application to display, query and generate reports of the tree data on the ArborPro Software.



2. Tree inventory system database shall be capable of linking to the existing database or to ArborPro tree inventory software.
3. UPS shall incorporate a tree inventory system database, tree inventory software utilizing the ArborPro Database into the Government's database.

4. UPS shall provide not less than two training session in the use and manipulation of the street tree database, with staff to include hands-on demonstrations.

5. As trees are trimmed, removed or replaced under this Contract, UPS shall update the computer database records indicating the date of the most recent service provided and vital statistics of the individual tree. UPS shall update the database on a weekly basis and furnish both a hard copy and a digital copy of the database on a weekly basis.



Q. **Additional Services:**

1. UPS shall perform unscheduled tree trimming/maintenance services of trees not already included in this contract include, but not limited to general tree trimming, aesthetic tree trimming, palm tree trimming, high-voltage line clearance, tree removal, stump removal, root pruning, root barrier installation, and planting of 24-inch and 36-inch box trees or larger, with or without root barriers, removal and disposal of waste materials, and all appurtenant work thereto necessary for the satisfactory completion of the required services.

2. UPS shall transport and dispose of all tree wastes in accordance with all City, County, State and Federal requirements. The disposal site(s) and the procedures to report the total tonnage of the tree wastes shall be the same as those listed for AB 939 requirements.

R. **Emergency Services During Work Hours:**

1. UPS shall respond to any emergency situation that requires immediate tree trimming/maintenance services. These situations may include, but not limited to tree trimming/removal due to damage inflicted by high winds, storms, floods, traffic collisions, and other emergency call outs. UPS shall respond to these emergency requests within two (2) hours of notification time or as directed by the terms of the contract.

2. Regular Work hours are Monday to Friday from 7:00 a.m. To 4:00 p.m. or to contract specifications. Payment for any emergency services during work

hours shall be made at the contract unit price for the total actual work hours required to complete the assigned tasks and shall include full compensation for all materials, labor, equipment, tools, and incidentals as stated in the bid proposal under section Cost Sheet.

S. **Emergency Services After Hours:**

1. Emergency after hours outside of regular hours, include weekends, holidays And evenings (Monday to Friday, 7:00 p.m. To 7:00 a.m.). The **City of Compton** may call upon UPS to respond to an emergency situation that requires immediate tree trimming/maintenance services.
2. Emergency situations may include, but not limited to tree trimming/removal due to damage inflicted by high winds, storms, floods, traffic collisions, and others emergency call outs. UPS is required to respond to these emergency services requests within two (2) hours of notification time or to the contract specifications.
3. Payment for any emergency services required outside regular working hours shall be made at the Contract Price or at an agreed to price with the Governmental Agency for the total work hours required to complete the assigned tasks and shall include full compensation for all materials, labor, equipment, tools, and incidentals.

T. **Brochure/letter:**

1. If necessary, UPS will provide the Governmental Agency with a "Public Notice of any Tree Trimming work" for approval before starting any work on the contract. These brochures will be available in both English and Spanish.



U. **Photographs:**

1. UPS will supply the Governmental Agency Representative photographs of "Before and After" tree trimming and/or tree removal or planting that are suitable for reproduction if requested by the Agency.
2. UPS will supply the Governmental Agency representative photographs of any damages that occur to public and or private property or persons within 24 hours of occurance.

V. Complaint Log:

1. UPS will keep a manual complaint log with the locations and names of any and all complaints that could occur in the performance of this contract.
2. The complaint log will have the address, name, time, date, type of complaint, action taken, remarks and any other information required to properly document the complaint



W. The City of Compton, Special Provisions:
REQUEST FOR PROPOSALS for TREE MAINTENANCE/SERVICES AGREEMENT
Note :
The City of Compton has special provisions in regards to tree trimming, emergency tree work, tree planting, tree inventory and tree removal within the contract. United Pacific Services has incorporated these special provisions into our proposal with the understanding that all tree maintenance work performed for the City by any and all crews of United Pacific will be govern and directed under and by these special provisions.

X. Crews/Equipment:

1. United Pacific will maintain a minimum of a 4 to 6 man crew while working on the contract. Each crew will have a minimum of 2 aerial bucket trucks, 1 to 2 chipper trucks, 1 to 2 tree chippers and 1 to 2 pick-up trucks. Additional equipment includes a roll-off truck, stump grinder, tractor loader, brush chipper, and root prunner.
2. UPS will provide a 24 hour emergency crew(s) ready to respond to any and all related work 7 days per week while under contract within two hours of notification by the Agency.
3. UPS will provide a Certified Arborists to assist the Agency on any and all matters concerning tree maintenance issues.
4. UPS will provide Certified Tree Workers to the Governmental Agency while work is being performed on the contract..
5. UPS will provide experience personnel certified to do Electrical Line work as specified in the contract.

Y. **Certified Arborist / Certified Pesticide Advisor:**

1. UPS will provide a Certified Arborist to assist the Governmental Agency on any and all matters concerning tree maintenance and tree related issues including planting, irrigation repair, slope maintenance, tree and hedge maintenance and ground cover maintenance.
2. UPS will provide a Certified Pesticide Advisor / Agricultural Pest Control Adviser to assist and advise the Agency on any and all matters concerning the use of any herbicide and pesticide in the performance of this contract.

Z. **Traffic Control Plan:**

1. UPS shall prepare and submit a Traffic Control Plan for project work on the contract. The Traffic Control Plan shall be submitted to the appropriate Government Department.



2. UPS shall obtain and pay for all Traffic Control Permits. In addition UPS shall obtain all other permits incidental to the work, or made necessary by its operation, including but not limited to, those permits required for night work and demolition (tree removal).

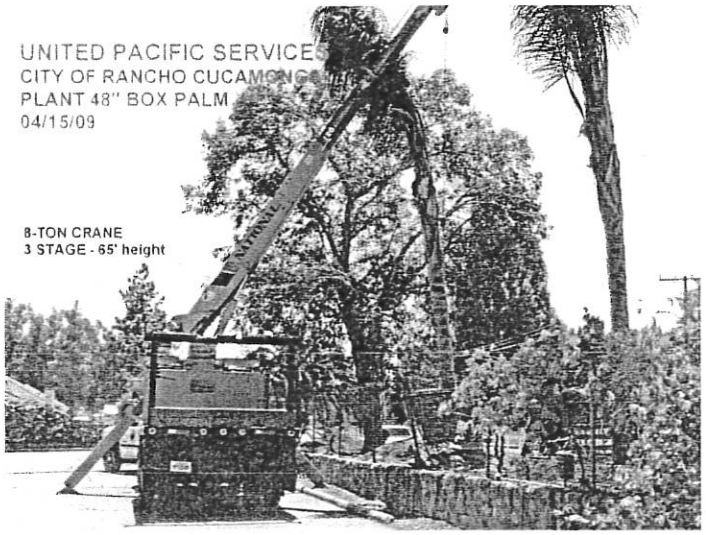
AA. **"On Call" Messages - Cell Phone Communication:**

1. "On Call" Messages shall be telephonic messages transmitted by the Governmental Agency's authorized representative to UPS describing tree maintenance or other work to be accomplished under this Contract. All such telephonic messages will be followed by confirming facsimile (fax) and/or electronic mail (e-mail) messages.
2. UPS's authorized representative shall be personally available to receive such telephonic, fax, and e-mail messages from the Government's Project Inspector or his authorized representative seven days per week during regular daytime work shifts, and shall have an answering service and/or equipment to receive and record such messages at all other times, 24 hours a day 7 days a week.

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3. UPS shall submit a written response, via fax and/or e-mail, and a telephonic response to each "On Call" message no later than the working day following the day the telephonic "On Call" message was received. The UPS response shall include confirmation of schedule or proposal of alternate schedule.

4. UPS shall provide a Mobil Cell phone to the Authorized Project Inspector in order to communicate with UPS staff. This Cell phone will be linked and be able to communicate with 15 cell phones to all UPS Managers and crew foreman 24 hours per day 7 days per week.



BB. Emergency phone and cell numbers:

United Pacific Services	**Office**	**(562) 691-4600**
	Fax	**(562) 691-8839**
Gus Franklin, *President*	**Home**	**(562) 691-1844**
	Cell	**(562) 254-0749**
Eric Franklin, *Vice President*	**Home**	**(714) 637-5125**
	Cell	**(562) 254-0746**
Jack Mooring, *Vice President / General Manager*	**Home**	**(714) 525-8821**
	Cell	**(562) 254-1196**
Tony Gomez, *Field Supervisor*	**Home**	**(323) 566-2127**
	Cell	**(562) 254-0067**

CC. WORK / BUSINESS STATEMENT:

United Pacific Services, Inc. (UPS) provides municipal tree maintenance for various cities and county agencies in southern California. We have a long history of completing municipal contracts that started with the City of La Habra in 1976. Since that period of time the owner and President of UPS, Gus K. Franklin has supervised the completion of more then $92,000,000 in government contracts. All contracts were completed on time and to specifications. We currently have long term and renewable contracts with the Counties of Los Angeles, Riverside, San Bernardino and various municipalities. We have a proven track record and have invested over $3,000,000 in specialized tree maintenance equipment since the year 2000. We are committed to completing each contract to specifications with certified I.S.A. Arborists and I.S.A. Certified Tree Workers. In addition all of our equipment shall be certified and meet safety standards set by the State of California. Please review the list below that gives you an overview of our ability to meet contract specifications and deadlines.

- Completed over $92,000,000 in government contracts during the past 40 years
- Business line of Credit with Citibank since 2007
- UPS has invested $3,000,000 in specialized tree maintenance equipment since the year 2000.
- UPS Employs I.S.A. Certified Arborists and I.S.A. Certified Tree Workers
- President of UPS received 65 letters of recommendation from various governmental agencies.
- UPS received 20 municipal, county and state endorsement signatures from 2004 to 2012
- President of UPS received 14 municipal endorsement signatures in 1982
- UPS has a 2 acre maintenance facility located in the City of South Gate
- UPS has 22 aerial bucket trucks from 55' to 95' in height
- UPS has 5 roll-off trucks and 8 roll-off containers
- UPS has a C61/D49 and C27 California Contractors State License
- UPS has 10 large dump/chipper trucks
- UPS has over 85 trucks and trailers that support our daily crew operations
- UPS has General Liability and Auto Insurance for up to $5,000,000 per contract
- UPS has completed 64-contracts for $15,259,072 for the County of Los Angeles
- UPS has successfully completed over 200 governments contracts for tree maintenance work
- Our main office is over 2.0 acres (over 90,000 square feet) located in the City of South Gate
- UPS has never been terminated from any government contract (county, state and city) and has completed all contracts on schedule and to specifications.
- UPS is bonded by United Fire an A+ rated company
- During the past 40 years the President of UPS has successfully supervised the completion of municipal, county and state contracts for over 100 governmental agencies
- UPS maintains a Drug Free work place
- UPS employs 15 Certified Utility Line Clearance Arborists
- UPS has a State of California Pest Control Business License
- UPS has a Agricultural Pest Control Registration number
- UPS has a QAL-Qualified Applicators License
- UPS uses trained personnel with a Pest Control Advisor License.

DD. INTERNAL AND SUPPORT STAFF:

United Pacific Services (UPS) maintains support staff for doing routine office functions from monitoring daily crew production and doing routine reports generated from our tree inventory software programs for each of our contract cities. We are in constant contact with city staff in order to update their software system(s). In addition we employ backup personnel in order to meet contract deadlines and to provide daily services to our client governmental agencies. We can always be reached 24/7 and have the support of a well balanced and trained office staff. We continue to explore new and innovative ideas that will enhance our operations and support our client cities. This has enabled us to become very competitive in bidding contracts and has given our field crew(s) and city staff the support necessary to maintain a well balanced tree maintenance program.

EE. INTERNAL TRAINING PROGRAM FOR EMPLOYEES:

United Pacific Services (UPS) offers all of our employees a continuing training program to enhance their overall abilities in the field. This includes the proper techniques in the trimming of over 100 different species of trees found in California. We have on going safety training in the proper use of aerial equipment, chippers, dump trucks, stump grinders, root pruners, tractor loaders, aerial cranes, chain saws and other specialized tree maintenance equipment. We continually promote safety training for all of our employees including the training necessary to become a I.S.A. Certified Arborist, a I.S.A. Certified Tree worker and a Certified Crane operator. We also have on-going training for our employees to become Certified and obtain a QAL license in the proper techniques of using, mixing and spraying agricultural and horticultural pesticide chemicals. In addition we offer an extensive training program using home study programs / videos in communication and dealing with property owners and the public while working in the field. Our employees are also trained and certified by CAL-Osha regulations and they are also certified and trained in Electrical Hazard Awareness and Emergency Response / Aerial Rescue Certifications.

FF. SAFETY TRAINING PROGRAMS:

- Safety Incentive Programs
- Aerial certification
- Crane operation certification
- Chipper operation certification
- Dump truck operation certification
- Certified Electrical training - certification
- Video training - ISA, TCIA and Landscape Association of Southern California
- Safety Incentive Programs
- Bonus Programs
- CAL-OSHA safety training
- Tailgate Safety Meetings
- Irrigation certification / videos
- Tree planting certification / videos

GG. FIRM' CUSTOMER SERVICE PROGRAM:

United Pacific Services, Inc. (UPS) has a full staff of full time employees who have been trained in dealing with the public. If any residence or property owners have questions concerning our tree maintenance program they can call our direct number at 562.691.4600, ext. 201 and ask for Ms. Karen Madison. Ms. Madison has the experience of dealing with the public and can answer any questions concerning our tree maintenance program. In addition any property owner can also call our General Manager who is in charge of setting up our crews in the field for additional information. Mr. Jack Mooring can be reached on his cell phone at 562.254.0749 or they can call Jack at our main office at 562.691.4600, ext. 106. We firmly believe that communication with the public is extremely important and having a first class Customer Service Program is very important to UPS.

HH. PUBLIC COMPLAINTS OR DAMAGE TO PROPERTY:

United Pacific Services, Inc. (UPS) can respond to any complaint within one hour of notification and most of the time immediately. Any property damages and/or claims will be handled within 24 hours of notification with full resolution most of the time the same day. We believe that working for the city also entails developing a good public relations with the citizens / residence of the city to resolve any claims or misunderstanding of the work being performed. We realize and understand that developing good public relations is very important as we work with and for the city in completing our tree maintenance contract. Therefore we have set up a 24/7 phone numbers for the public and residence of the city to call in case any question need to be answered. They can call 562.691.4600, ext. 225, President, ext. 224, Vice President, ext. 226, Operations Vice President and finally ext. 206, Vice President / General Manager of Field Operations and ext. 201, Office Administrator and Assistant to the President.

II. EMERGENCY RESPONSE CAPABILITIES

United Pacific Services Inc. (UPS) can respond to any emergency within one hour of notification 24 hours per day seven days per week. We have support equipment and backup equipment parked at our main office facility and in addition we have equipment parked at various county facilities and city yards ready to respond to any emergency seven days per week 24 hours per day. All emergencies should be directed to our field Supervisors that can be reached on their cell phones at Gus Franklin at. 562.254.0749, Jack Mooring at 562.254.1196, Eric Franklin at 562.254.0746, Leo Ramirez at 562.2543158, Karen Madison at 562.536.1154, Antonio Gomez at 562.254.0067, Antonio Gomez Jr. At 562.254.1963, Ignacio Gomez at 562.254.3446, Jose Torres at 562.244.2890, Richard Gutierrez at 562.244.2632, Enrique Gutierrez at 562.254.3117.

JJ. EQUIPMENT MAINTENANCE FACILITY:

United Pacific Services, Inc. Maintains a full service equipment maintenance facility at 5529 Leeds Street in the City of South Gate. This is a 2 acre yard with buildings and all necessary repair equipment to maintain over 100 vehicles and specialized tree equipment.

KK. PROPOSED PROGRAM:

Gus K. Franklin President of United Pacific Services, Inc. (UPS) has successfully supervised the completion of over $105,000,000 in government contracts for over 85 cities 8 counties and the State of California during the past 40 years. In 1982 fourteen cities highly endorsed Mr. Franklin followed by ten governmental agencies in 2004 and again 10 governmental agencies in 2012. In addition Mr. Franklin has received sixty-five letters of recommendations from various cities, county and state agencies. The leadership of UPS is based on successfully completing millions of dollars in bonded contracts without any penalities or liquadated damages for failue to complete a contract on time or to specifications. With this extensive background UPS has the ability and knowledge to create a well balanced tree maintenance program for any city or county agency. If awarded the contract Mr. Franklin along with highly trained staff will evaluate the condition of the trees and make a recommendation that is based on the condition of the cities and/or counties Urban Forestry. Our evaluation will be done by I.S.A. Certified Arborists with over 25 years of experience in completing government contracts. Our recommended program will be based on the condition of the trees and the annual budget. Working with city staff and UPS staff we will create a tree maintenance plan that meets the requirements of the city and the community. UPS believes in developing a close working relationship with city staff while developing a Urban Forestry maintenance plan that meets the needs of the city and at the same time concentrates on targeting the removal of dangerous dead trees and split and broken limbs for safety reasons.

LL. ABILITY TO RECOMMEND AND MEET PROJECT SCHEDULES:

In order to meet project schedules UPS proposes to meet with city staff prior to starting the contract to develop a tree maintenance program together that meets the maintenance needs of the city. Our recommendations will be based on doing a complete tree evaluation throughout the city in order to determine the condition of the city's urban forest. Our survey will include locating any broken limbs throughout the city and any dead trees that could cause a potential liability to the city. Our survey and evaluation of the city's street and park trees will be a joint effort between our staff at UPS with input from city staff. Upon completion of our field inspection of each tree we will make recommendations to the city based on the city's annual tree maintenance budget. Our survey and recommendation will be completed by an I.S.A. Certified Arborists with over 25 years of experience in government contracts and will include target trimming of potentially dangerous trees throughout the city. After we complete our recommendation and with city authorization and approval we will employ an eight man crew with three aerial bucket trucks, two chipper dump trucks, two chippers, a one-ton pickup and a one-ton crew cab with all necessary support equipment including stump grinders, root pruners, crane trucks, tractor loaders, roll-off trucks and additional specialized tree equipment. Once we start the contract we will keep our crew working full time forty hours per week until all tree work is completed. Our crew will also be supported with an additional crew, if necessary, of equal size that can be moved into the city on a twenty-four notice. Our ability to meet contract deadlines is based on successfully completing over $105,000,000 in city, county and state contracts during the past forty years for 85 governmental agencies.

MM. CAPABILITY TO PERFORM ALL PROPOSED SERVICES:

United Pacific Services, Inc. (UPS) has invested over $5,000,000 in specialized tree equipment during the past ten years. In addition we have successfully completed over $105,000,000 in government contracts over the past forty years. We have received 65 letters of recommendation from various city, county and state agencies and have also received 34 endorsement signatures from various cities, counties and state agencies starting with fourteen (14) city endorsement signatures in 1981, ten (10) endorsement signatures in 2004 and finally ten (10) endorsement signatures in 2012.

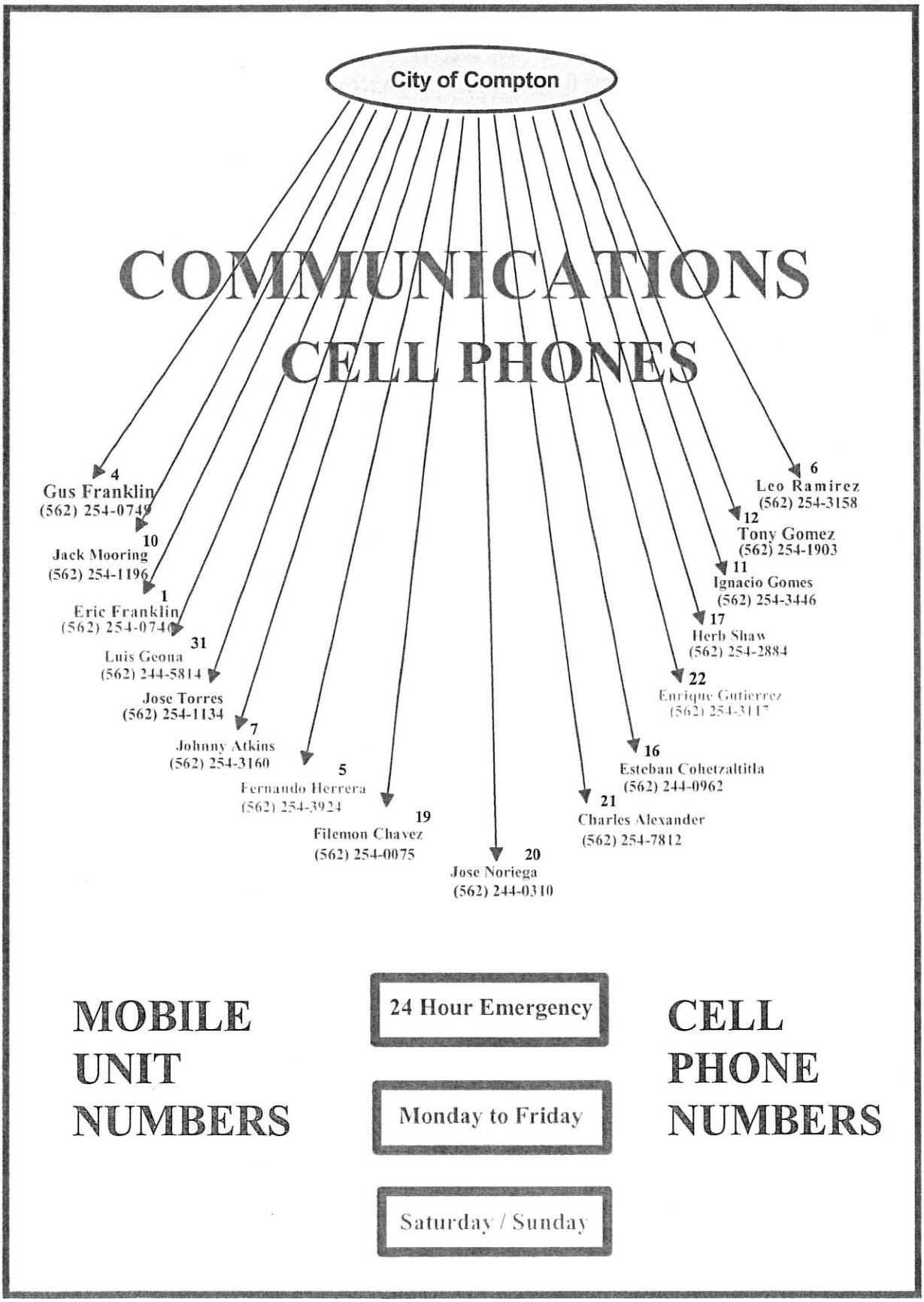
We are currently under long term and renewable contracts with six cities and have been awarded four long term and renewable contracts with the County of Los Angeles. We have a long history of successfully completing all government contracts on time and to specifications. Therefore we have a proven track record and can meet all contract deadlines on time and to specifications. We have received various awards for outstanding excellence in completing tree trimming contracts including our award for the 1984 Summer Olympic Games for trimming 1,400 trees in preparation for the opening Ceremonies of the 1984 Summer Olympic Games of the XXIII Olympaid held in the City of Los Angeles. Please review our proposal to better understand our background in the tree maintenance industry. We specialize in doing municipal and county contracts and can provide a first class operation that has a long history of completing contracts in southern California.

#16.

NN.

UNITED PACIFIC SERVICES

Mobile Radio Contact



OO. CERTIFIED CREW ASSIGNED TO CONTRACT

I.S.A. Certified Employees

I.S.A. Certified Arborist

1.)	Eric Franklin	WE-2158AU
2.)	Jack Mooring	WE-0905A
3.)	Renee Mooring	WE-10452A

Certified Line Clearance Arborist - Electrical Hazard Awareness Training

1.)	Wilfredo M. Guevara	7.)	Estaban Cohetzaltitia
2.)	Juan Carlos Ruiz	8.)	Leo Ramirez
3.)	Jack Mooring	9.)	Ignacio Gomez
4.)	Enrique Munoz	10.)	Juan Manzo
5.)	Salvadore Padilla	11.)	Luis Gaona
6.)	Antonio Gomez	12.)	Jorge Gaona

I.S.A. Certified Tree Workers

1.)	Antonio Gomez	CTW-1817
2.)	Jose Torres	CTW-1601
3.)	Ignacio Gomez	CTW-1904
4.)	Luis Padilla	CTW-1607
5.)	Atanacio Hernandez	CTW-1964
6.)	Evan Whitmarsh	CTW-2021

The above crew(s) have been assigned to the City of Compton contract. They have many years of experience in doing contracts for various cities and the County of Los Angeles during the past twenty years. Currently they are working on our Contract with the City of Los Angeles, City of Downey, City of Highland, City of Rancho Cucamonga, City of Fountain Valley and the City of Simi Valley and four county of Los Angeles contracts.

#16.

UNITED PACIFIC SERVICES, INC.

CALIFORNIA

STATE CONTRACTORS LICENSE



STATE OF CALIFORNIA
DCA
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number 790590 Entity CORP

Business Name UNITED PACIFIC SERVICES INC

Classification(s) C27 C61/D49

Expiration Date 01/31/2019 www.cslb.ca.gov

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED TREE WORKER CLIMBER SPECIALIST™

Antonio Gomez, Jr.

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Tree Worker Climber Specialist®

Jim Skiera, Executive Director
International Society of Arboriculture

Kevin Martlage
Director of Professional Development
International Society of Arboriculture

WE-11181T	16 Apr 2005	30 Jun 2020
Certification Number	Certified Since	Expiration Date

41

#16.

#16.

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED TREE WORKER CLIMBER SPECIALIST™

Luis H. Padilla

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Tree Worker Climber Specialist®

Jim Skiera, Executive Director
International Society of Arboriculture

Kevin Martlage
Director of Professional Development
International Society of Arboriculture

WE-11045T	15 Jan 2005	30 Jun 2020
Certification Number	Certified Since	Expiration Date

42

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED TREE WORKER CLIMBER SPECIALIST™

Atanacio Hernandez

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Tree Worker Climber Specialist®

Jim Skiera, Executive Director
International Society of Arboriculture

Certification Board, Chair
International Society of Arboriculture

Certification Number	Certified Since	Expiration Date
WE-11099T	Nov 21, 2009	Dec 31, 2018

43

#16.

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED TREE WORKER CLIMBER SPECIALIST™

Jose L. Torres

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Tree Worker Climber Specialist®

Jim Skiera, Executive Director
International Society of Arboriculture

Skip Kincaid

Certification Board, Chair
International Society of Arboriculture

WE-11070T	20 Nov 2004	31 Dec 2019
Certification Number	Certified Since	Expiration Date

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

Eric Franklin

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®

Jim Skiera, Executive Director
International Society of Arboriculture

Skip Kincar
Certification Board, Chair
International Society of Arboriculture

WE-2158AU	May 14, 1998	Jun 30, 2019
Certification Number	Certified Since	Expiration Date

45

#16.

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST UTILITY SPECIALIST™

Eric Franklin

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist Utility Specialist®

Jim Skiera, Executive Director
International Society of Arboriculture

Skip Kincaid
Certification Board, Chair
International Society of Arboriculture

WE-2158AU	Sep 18, 1999	Jun 30, 2019
Certification Number	Certified Since	Expiration Date

INTERNATIONAL SOCIETY OF ARBORICULTURE
CERTIFIED ARBORIST™

Jack Durwood Mooring

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®

Jim Skiera, Executive Director
International Society of Arboriculture

Skip Kincaid

Certification Board, Chair
International Society of Arboriculture

WE-0905A	29 Jul 1995	30 Jun 2019
Certification Number	Certified Since	Expiration Date

47

#16.

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST MUNICIPAL SPECIALIST™

Jack Durwood Mooring

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist Municipal Specialist®

Jim Skiera, Executive Director
International Society of Arboriculture

Skip Kincar

Certification Board, Chair
International Society of Arboriculture

WE-0905AM	1 Aug 2016	30 Jun 2019
Certification Number	Certified Since	Expiration Date

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

Renee Lucille Mooring

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®

Jim Skiera, Executive Director
International Society of Arboriculture

Skip Kincaid

Certification Board, Chair
International Society of Arboriculture

WE-10452A	Jun 26, 2014	Jun 30, 2017
Certification Number	Certified Since	Expiration Date

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST MUNICIPAL SPECIALIST™

Renee Lucille Mooring

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist Municipal Specialist®

Jim Skiera, Executive Director
International Society of Arboriculture

Certification Board, Chair
International Society of Arboriculture

WE-10452AM	15 Aug 2016	30 Jun 2017
Certification Number	Certified Since	Expiration Date

EMPLOYEE QUALIFICATIONS / EXPERIENCE

UNITED PACIFIC SERVICES, INC.

City of Compton - Assigned Crew, Urban Forestry

NAME OF CONTRACT: REQUEST FOR QUOTATIONS for Tree Maintenance Services

Proposal Due: Thursday, October 5, 2017

	NAME OF EMPLOYEE	TITLE	YEARS OF EXPERIENCE	NAME OF CONTRACT	AMOUNT OF CONTRACT	TYPE OF WORK	YEAR
1.	**Eric L. Franklin** Cell # 562-254-0746 I.S.A. #WE-2158AU - Utility Specialist I.S.A. WE-2158 - Certified Arborist ACRT. #03268 - Electrical	Vice President	22	1. City of Long Beach Queensway Bay 2. County of Los Angeles - As- Needed Tree Maintenance 3. Orange County Sanitation District 4. City of Simi Valley 5. San Diego Port District Tree Maintenance County of Riverside	475,000 per year for three (3) years total 1,425,000 377,000 for 2009 Emergency Tree Work 200,000 per year total 1,000,000 400,000 per year total 800,000 225,000 per year total 1,350,000	Landscape & Tree maintenance Tree maintenance Landscape & Tree maintenance Tree maintenance Tree maintenance	2002 to 2010 (7 years) 2002 to 2010 (8 years) 2004 to 2009 (5 years) 2008 to 2010 (2 years) 2005 to 2010 (5 years0
2.	**Jack Mooring** Cell # 562-254-1196 ACRT #03266 - Electrical I.S.A.WE-0905A - Certified Arborist I.S.A. #403 - Certified Tree Worker Confined Space 07-15-03 TLC Wildlife Aware Certificate I.S.A. Municipal Arborists	General Manager	35	1. County of Riverside - Tree Maintenance 2. Port of San Diego Tree Maintenance 3. City of Simi Valley Tree Maintenance 4. City of Santa Clarita Tree Maintenance	375,000 per year for six (6) years total 1,125,000 225,000 per year for six (6) years total 1,350,000 400,000 per year Total 800,000 550,000 per year for three (3) years total 1,650,000	Tree maintenance Tree maintenance Tree maintenance Tree maintenance	2005 to 2011 (6 years) 2004 to 2010 (6 years) 2008 to 2010 (2 years) 2007 to 2010 (3 years)
3.	**Luis Padilla** I.S.A. #1607 Certified Tree Worker CPR 06-10-2004 First Aid 04-10-2004	Crew Foreman I Certified Trimmer	24	1. Orange County Sanitation District 2. Landscape Maintenance L.A. River/Compton Creek/ Rio Hondo - County L.A. 3. Landscape Maintenance L.A. River/Rio Hondo County of Los Angeles	200,000 per year for five (5) years total 1,000,000 363,200 per year for three (3) years total 1,089,600 353,175 per year for three (3) years total 1,059,525	Landscape & Tree maintenance Landscape & Tree maintenance Landscape & Tree maintenance	2004 to 2009 (5 years) 2001 to 2004 (3 years) 2001 to 2004 (3 years)
4.	**Antonio Gomez** I.S.A. #1617 Certified Tree Worker CPR 06-14-2008 First Aid 06-14-2008	Crew Foreman II Certified Trimmer	28	1. County of Los Angeles As-needed Tree maintenance 2. City of Simi Valley Tree maintenance 3. City of Santa Clarita Tree maintenance 4. County Riverside Tree maintenance	377,000 for 2009 Emergency Tree work 400,000 per year total 800,000 550,000 per year total 1,650,000 375,000 per year	Tree maintenance Tree maintenance Tree maintenance Tree maintenance	2002 to 2010 (8 years) 2008 to 2010 (2 years) 2007 to 2010 (3 years) 2005 to 2010 (5 years)
5.	**Renee Morning** I.S.A.WE-10452A Certified Arborist I.S.A. Certified Municipal Arborist Tree Inventory Specialists ArborPro and TreeKeeper Board-Certified Master Arborist Wildlife Protector Certified TLC Wildlife Aware Certificate	Vice President Tree Inventory	15	1. City of Simi Valley 2. City of Downey 3. City of Fountain Valley 4. City of Highland	No charge No charge 3.00 per tree 4.00 per tree	Tree Inventory Tree Inventory Tree Inventory Tree Inventory	2009 to 2017 (8 years) 2015 to 2017 (2 years) 2010 to 2017 (7 years) 2014 to 2017 (3 years)
6.	**Atanacio Hernandez** I.S.A. #1964C Certified Tree Worker CPR 06-14-2008 First Aid 06-14-2008	Certified Trimmer	14	1. County of Los Angeles As-needed Tree maintenance 2. City of Simi Valley Tree maintenance 3. City of Santa Clarita Tree maintenance 4. County Riverside Tree maintenance	377,000 for 2009 Emergency Tree work 400,000 per year total 800,000 550,000 per year total 1,650,000 375,000 per year	Tree maintenance Tree maintenance Tree maintenance Tree maintenance	2002 to 2010 (8 years) 2008 to 2010 (2 years) 2007 to 2010 (3 years) 2005 to 2010 (5 years)

#16.

Diploma

TLC Wildlife Aware

This award is proudly presented to:

Jack Mooring

By Sims Tree Learning Center, for successfully completing all of the requirements to become a Wildlife Aware Graduate.

Susan M. Sims
Signed

May 11, 2016
Awarded On

52

Diploma

TLC Wildlife Aware

This award is proudly presented to:

Renee Mooring

By Sims Tree Learning Center, for successfully completing all of the requirements to become a Wildlife Aware Graduate.

Susan M. Sims
Signed

May 11, 2016
Awarded On

53

#16.

Wildlife Protector Certification

is hereby awarded to:

Renee L. Mooring

for training in wildlife awareness and protection

Wildlife Training Institute
Certification Number: 705
Valid Through May 8, 2017

Megan A. Morris, Program Director



ISA
International Society of Arboriculture

Renee Mooring

has completed

Tree Identification & Selection

IDENTIFICATION PRINCIPLES

COMPUTER-BASED TRAINING MODULE
for
Arborist, Tree Worker, or Board-Certified Master Arborist Certification

WE10452A	1/15/2016
arborist certification number	date

55

#16.

#16.

CERTIFICATE OF TRAINING

This Certificate recognizes

Jack Mooring

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach Distance Training

Scott Prophett

Scott Prophett - President
North American Training Solutions

November 16 2012
Date of Issue

TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Enrique Munoz

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach Distance Training

Scott Prophett

Scott Prophett - President
North American Training Solutions

November 16 2012
Date of Issue

TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Wilfredo M. Guevara

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach Distance Training

Scott Prophett
Scott Prophett - President
North American Training Solutions

November 16 2012
Date of Issue

TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Juan Carlos Ruiz

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach Distance Training

Scott Prophett
Scott Prophett - President
North American Training Solutions

November 16 2012
Date of Issue

TRAINING SOLUTIONS

#16.

CERTIFICATE OF TRAINING

This Certificate recognizes

Salvadore Padilla

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach Distance Training

Scott Prophett
Scott Prophett - President
North American Training Solutions

November 16 2012
Date of Issue

TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Antonio Gomez

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach Distance Training

Scott Prophett
Scott Prophett - President
North American Training Solutions

November 16 2012
Date of Issue

TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Esteban Cohetzaltitia

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training

Scott Prophett
Scott Prophett - President
North American Training Solutions

November 16 2012
Date of Issue

TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Leo Ramirez

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training

Scott Prophett
Scott Prophett - President
North American Training Solutions

November 16 2012
Date of Issue

TRAINING SOLUTIONS

#16.

CERTIFICATE OF TRAINING

This Certificate recognizes

Juan Carlos Manzo

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach Distance Training

Scott Prophett - President
North American Training Solutions

November 16 2012
Date of Issue

TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Ignacio Gomez

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach Distance Training

Scott Prophett - President
North American Training Solutions

November 16 2012
Date of Issue

TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Luis Gaona

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach Distance Training

Scott Prophett
Scott Prophett - President
North American Training Solutions

November 16 2012
Date of Issue

TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Jorge Gaona

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach Distance Training

Scott Prophett
Scott Prophett - President
North American Training Solutions

November 16 2012
Date of Issue

TRAINING SOLUTIONS

#16.

CERTIFICATE OF TRAINING

This Certificate recognizes

Jorge Gaona

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach Distance Training

Scott Prophett
Scott Prophett - President
North American Training Solutions

November 16 2012
Date of Issue

TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Eloy Zuniga

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach Distance Training

Scott Prophett
Scott Prophett - President
North American Training Solutions

November 16 2012
Date of Issue

TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Jorge Torres

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach Distance Training

Scott Prophett
Scott Prophett - President
North American Training Solutions

November 16 2012
Date of Issue

TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Felix Marcos

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach Distance Training

Scott Prophett
Scott Prophett - President
North American Training Solutions

November 16 2012
Date of Issue

TRAINING SOLUTIONS

#16.

CERTIFICATE OF TRAINING

This Certificate recognizes

Jack Mooring

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Emergency Response and Aerial Rescue Training

Scott Prophett
Scott Prophett - President
North American Training Solutions

November 16th 2012
Date of Issue

TRAINING SOLUTIONS

ACRT, Inc. Institute of Arboriculture and Urban Forestry
certifies that
Gus K. Franklin
has satisfactorily completed the prescribed
requirements of the
ELECTRICAL HAZARD AWARENESS PROGRAM
training and is granted this certificate of completion.
March 20, 1995
No. 03263
Lynn Kindervatter
Training Administrator
Richard Elliott
Instructor

ACRT, Inc. Institute of Arboriculture and Urban Forestry
certifies that
Eric Franklin
has satisfactorily completed the prescribed
requirements of the
ELECTRICAL HAZARD AWARENESS PROGRAM
training and is granted this certificate of completion.
March 20, 1995
No. 03265
Lynn Kindervatter
Training Administrator
Richard Elliott
Instructor

#16.

Certified Crane Operators Permit

OECP

Operating Engineers Certification Program

Labor Omnia Vincit



Robin P. Ryti

Certified for the following Crane Types:

BT | | | TB | |

Expiration Date: 4/30/2020

Labor Representative

Nationally Accredited

Management Representative



NCCCO CERTIFIED

Crane Operator

Certification Number:
060325311R

Certification Designations
TSS,TLL

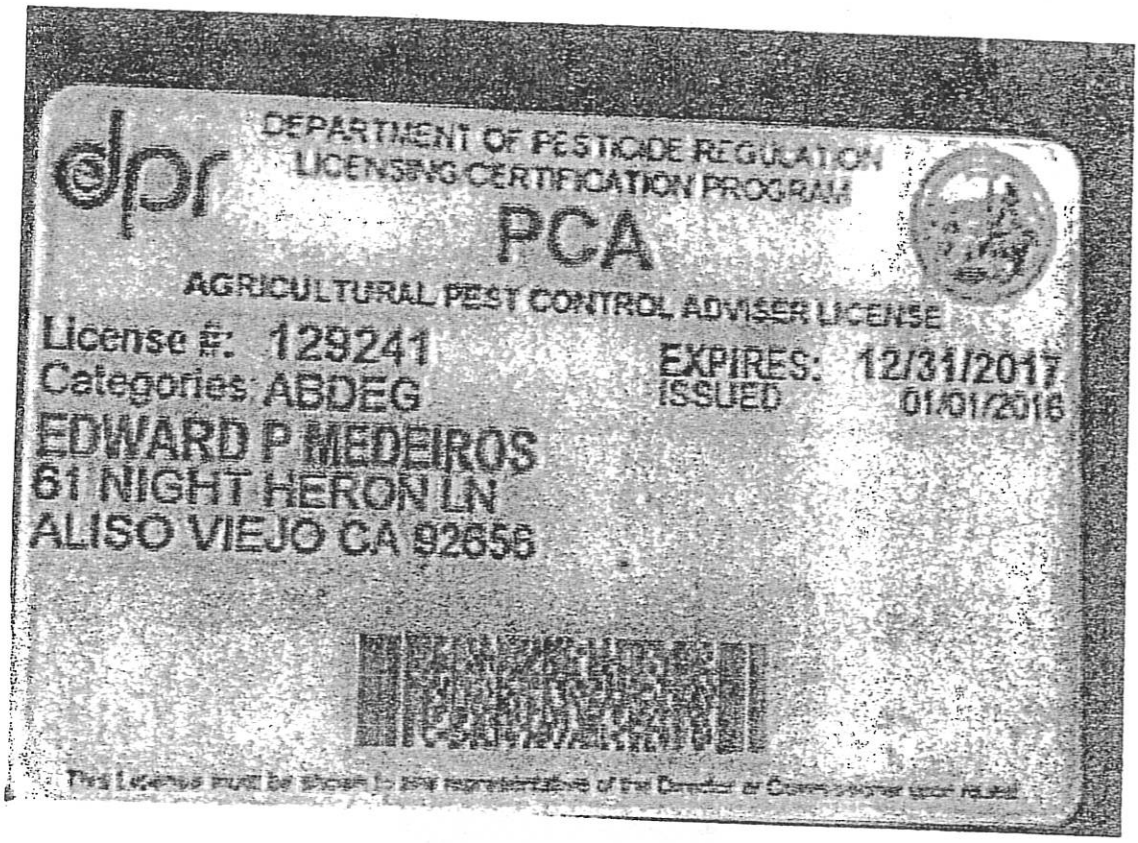
Issue Date: 03/31/2011 Expiration Date: 03/31/2016.
Issued To: JAVIER NUNEZ

John M. Kennedy, President, NCCCO Board of Directors

Graham J. Brent, Executive Director, NCCCO

For identification purposes only. Subject to provisions of suspension or revocation.

National Commission for the Certification of Crane Operators



DEPARTMENT OF PESTICIDE REGULATION
LICENSING CERTIFICATION PROGRAM

dpr

PCA

AGRICULTURAL PEST CONTROL ADVISER LICENSE

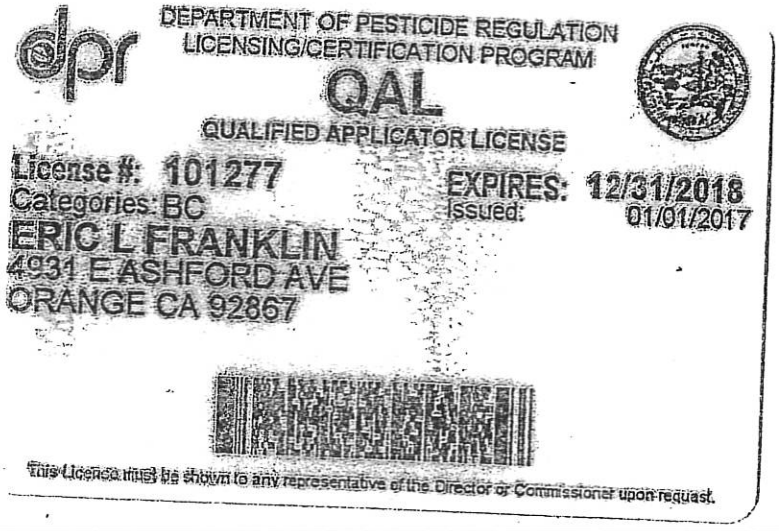
License #: 129241
Categories: ABDEG

EXPIRES: 12/31/2017
ISSUED 01/01/2016

EDWARD P MEDEIROS
61 NIGHT HERON LN
ALISO VIEJO CA 92656

This License must be shown to any representative of the Director or Commissioner upon request

#16.



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QAL

QUALIFIED APPLICATOR LICENSE

License #: 101277
Categories: BC
EXPIRES: 12/31/2018
Issued: 01/01/2017

ERIC L FRANKLIN
4931 E ASHFORD AVE
ORANGE CA 92867

This License must be shown to any representative of the Director or Commissioner upon request.

County of Los Angeles

No. 8000154

AGRICULTURAL PEST CONTROL REGISTRATION

For Calendar Year Ending December 31, 2017

Name: UNITED PACIFIC SERVICES, INC. 562-691-4600 (TELEPHONE)

Address: 5529 LEEDS STREET (STREET) SOUTH GATE (CITY) CA (STATE) 90280 (ZIP)

THIS CERTIFIES that the above named individual or firm has been duly registered in accordance with Section 11732 of the California Food and Agricultural Code, and is entitled to engage for hire in the County of Los Angeles in the business of pest control of the types listed below:

___	(A) *Residential, Industrial and Institutional*	___	(I) *Animal Agriculture*
X	(B) *Landscape Maintenance*	___	(J) *Demonstration and Research*
X	(C) *Right-of-Way*	___	(K) *Health Related*
___	(D) *Plant Agriculture*	___	(L) *Wood Preservatives (Subcategory of A and C)*
___	(E) *Forest*	___	(M) *Antifouling Paints or Coatings Containing Tributyltin (Subcategory of A)*
___	(F) *Aquatic*	___	(N) *Sewer Line Root Control (Subcategory of A)*
___	(G) *Regulatory*	___	(O) *Field Fumigation*
___	(H) *Seed Treatment*	___	(Q) *Maintenance Gardener*
___	(P) *Microbial Pest Control*		

Agricultural Commissioner/Director of Weights and Measures
County of Los Angeles
Date: December 27, 2016

Agent: ERIC L FRANKLIN
State Business License No. 32512

Revised PUEG-05 (2-08)

69

#16.

#16.

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2016
EXPIRES: December 31, 2017

Pest Control Business - Main
LICENSE
LICENSE NO. 32512

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address

UNITED PACIFIC SERVICES, INC.
5529 LEEDS ST
SOUTH GATE, CA 90280

Business Location

UNITED PACIFIC SERVICES, INC.
5529 LEEDS ST
SOUTH GATE, CA 90280

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE – ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

1. Please make sure the information on your license is correct.
2. Notify us immediately of any changes to your business (e.g., name, address, insurance carrier or qualified person).
3. If you lose your license, then you may request a new one for a $20 fee.
4. Please refer to the license number located in the middle of the page when contacting us.
5. For more information, please contact us at (916) 445-4038 or at <licensemail@cdpr.ca.gov>. Or you may write to

Department of Pesticide Regulation
Pest Management and Licensing Branch
Licensing and Certification Program
P.O. Box 4015
Sacramento, California 95812-4015

UNITED PACIFIC SERVICES, INC.

KEY PERSONNEL - CERTIFICATIONS

NO.	EMPLOYEE	MUNICIPAL - COUNTY - STATE YEARS OF EXPERIENCE	CERTIFICATIONS	POSITION
1.	ERIC FRANKLIN	20	I.S.A. CERTIFIED ARBORIST LICENSE NO. # WC-2158 I.S.A. CERTIFIED UTILITY SPECIALIST LICENSE NO. # WC-2158 ACRT,LINE CLEARING - CERTIFICATION NO. # 03268 QAL LICENSE NO. # 35200	Vice President Field Supervisor
2.	JACK MOORING	25	I.S.A. CERTIFIED ARBORIST LICENSE NO. #W3-0905A I.S.A. CERTIFIED TREE WORKER LICENSE NO. #403 ACRT,LINE CLEARING - CERTIFICATION NO. #03268	Vice President General Manager
3.	GUS FRANKLIN	40	STATE CONTRACTOR LICENSE QUALIFIER # C61-D49 ACRT, LINE CLEARING - CERTIFICATION # 03263	President
4	RENEE MOORING	15	I.S.A. CERTIFIED ARBORIST LICENSE NO. #WE-10452A	AREA SUPERVISOR
5	ROBERT PILZ	20	I.S.A. CERTIFIED LICENSE NO. #WE-9676A	AREA SUPERVISOR
6	JOSE TORRES	15	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1601	Crew foreman - Tree trimmer
7	EVAN WHITMARSH	12	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 2021L	Tree trimmer
8	JULIAN JIMENEZ	21	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 446	Tree trimmer
9	SANTOS RIVERA	18	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 645	Tree trimmer
10	ATANACIO HERNANDEZ	12	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1964C	Tree trimmer
11	TONY GOMEZ	13	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1617	Crew foreman - Tree trimmer
12	LUIS PADILLA	5	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1607	Tree trimmer
13	IGNAGIO GOMEZ	18	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1904	Crew foreman - Tree trimmer
14	ANTONIO GOMEZ	12	ACRT, LINE CLEARING - CERTIFICATION NO. 03031 AMERICAN RED CROSS CERTIFICATION CPR 04-10-2004 AMERICAN RED CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Crew foreman - Tree trimmer
15	JOSE TORRES	16	ACRT, LINE CLEARING - CERTIFICATION NO. 03031 AMERICAN RED CROSS CERTIFICATION CPR 04-10-2004 AMERICAN RED CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Crew foreman - Tree trimmer
16	ENRIQUE GUTIERREZ	17	ACRT, LINE CLEARING - CERTIFICATION NO. 03033 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Tree trimmer/crew foreman/gardener
17	JOHNNY ATKINS	10	IRRIGATION/TURF SPECIALIST CERTIFICATION NO. 4519	Turf and Irrigation repair/maintenance
18	LEO RAMIREZ	16	ACRT, LINE CLEARING - CERTIFICATION NO. 03034 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Truck driver/crew foreman/gardener
19.	FILEMON CHAVEZ	19	ACRT, LINE CLEARING - CERTIFICATION NO. 03037 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Root pruner operator/loader operator
20.	OSCAR DELEON	27	Park Maintenance Supervisor for the City of Long Beach from 1987 to 2014. Certified Landscape Maintenance Specialists	On-site crew manager for South Area Contract
21.	ESTABAN COHETZALTITLA	16	ACRT, LINE CLEARING - CERTIFICATION NO. 03038 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Tree trimmer/truck driver

#16.

UNITED PACIFIC SERVICES, INC.

RESUME OF KEY STAFF

A.) NAME OF EMPLOYEE: Jack Mooring

*** Certifications:**

1.) I.S.A. Certified Arborist # WE-0905A and I.S.A. Municipal Arborist
2.) I.S.A. Certified Tree Worker # 403
3.) Certified Line Clearing Aborist

*** Work supervised:**

1.) City of Long Beach from 2001 to 2014 ($175,000 per year - 14 years)
2.) City of Simi Valley from 2008 to 2015 ($650,000 per year - 7 years)
3.) City of Fountain Valley from 2009 to 2015 ($245,000 per year - 6 years)
4.) County of Riversider from 2001 to 2015 ($250,000 per year - 4 years)
5.) City of Los Angeles from 2013 to 2014 ($875,000 per year - 1 year)
6.) City of Los Angeles current work 2015 ($1,100,000 per year - 1 year)

Over thirty-five years of experience of supervising contracts for thirty-two municipalities and four counties in Southern California. In addition supervised the United Pacific contract(s) with the City of Long Beach for the Parks, Recreation and Marine including the Queensway Bay and Tidelands for thirteen years from 2001 to 2014.

B.) NAME OF EMPLOYEE: Eric Franklin

*** Certifications:**

1.) I.S.A. Certified Arborist # WE-2158AU
2.) I.S.A. Certified Utility Specialist # WE-2158AU
3.) QAL Qualified Applicatior License # 101277
4.) C27 State Contractors License Qualifier

*** Work supervised:**

1.) County of Los Angeles from 2006 to 2011, emergency work ($500,000 per year - 5 years)
2.) City of Santa Clarita from 2006 to 2009 ($400,000 per year - 3 years)
3.) County of Los Angeles from 2008 to 2015, landscape / tree maintenance work ($800,000 per year)

*** Tree Inventory Software supervised:**

1.) City of Fountain Valley
2.) City of Simi Valley

Over twenty-five years of experience of supervising municipal and county contracts for various cities and counties throughout Southern California. In addition supervised tree inventories for various cities

C.) NAME OF EMPLOYEE: Renee Mooring

*** Certifications:**

1.) I.S.A. Certified Arborist # WE-10452A and I.S.A. Municipal Arborist

*** Tree Inventory Software supervised:**

1.) City of Simi Valley
2.) City of Fountain Valley
3.) City of Vernon
4.) City of Goleta
5.) City of Downey
6.) City of Highland

Over seven years of experience of doing tree inventories / software for various cities throughout Southern California.

D.) NAME OF EMPLOYEE: Antonio Gomez

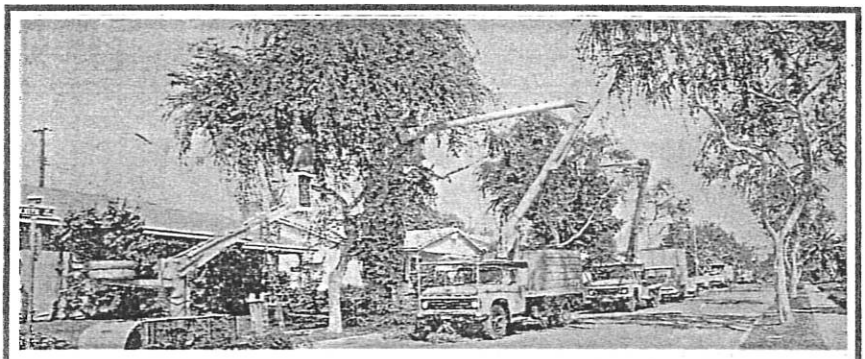
*** Certifications:**

1.) I.S.A. Certified Tree Worker # 1617
2.) Line Clearance Arborist - Electrical Hazard Awareness
3.) Line Clearance Arborist - Emergency Response and Aerial Rescue Training

*** Work supervised:**

1.) City of Highland
2.) City of Long Beach
3.) City of Goleta
4.) City of Downey
5.) County of Riverside
6.) County of Los Angeles
7.) City of Los Angeles
8.) City of Santa Clarita

Over twenty years of experience of supervising various tree maintenance contracts for cities and counties in Southern California. In addition does emergency tree work for various cities throughout southern California.



Circa 1976 City of La Habra - Gus K. Franklin's Tree Company

UNITED PACIFIC SERVICES, INC.
FIFTY (50) LETTERS
OF RECOMMENDATION
GUS K. FRANKLIN
31 YEAR PERIOD
(1977 to 2008)

The following letters of recommendation cover a 31 year period of completing over $60,000,000 in governmental contracts for 70 Municipalities, 7 California Counties and the State of California (Caltrans). From 1977 to 2008 all governmental contracts were completed under the direction and supervision of Gus K. Franklin and represents an excellent past record of accomplishments of completing Tree, Landscape and Weed Abatement maintenance contracts on time and to specifications in the State of California. Upon request these letters will be made available.

	AGENCY	RECOMMENDATION BY:	YEAR
1.)	Alliant Driver Commercial Group / Bonding	Jay P. Freeman, CPCU	2008
2.)	City of Santa Clarita	Robert Sartain, Urban Forestry Supervisor	2007
3.)	Orange County Sanitation District	James D. Ruth, Interim General Manager	2006
4.)	County of Los Angeles	Raymond Low, Internal Audit Group	2006
5.)	City of Highland	Sam Racadio, City Manager	2005
6.)	Department of Transportation	Jeff Morales, Director	2004
7.)	City of Long Beach	Oscar De Leon - Contract Monitor	2004
8.)	City of Highland	Larry M. Williams - Public Works Manager	2004
9.)	County of San Bernardino	David Brakin - Abatement Supervisor	2004
10.)	City of Los Angeles	Gary Striker - Park Maintenance Supervisor	2004
11.)	City of Pico Rivera	Steven Castellanos - Asst. Deputy Director	1998
12.)	City of Highland	Larry M. Williams - Public Works Manager	1998
13.)	Averbeck Company / Bonding	Jay P. Freeman - Account Executive	1998
14.)	State of California - Caltrans	Jeff C. Morgan - Superintendent II	1998
15.)	City of Norco	Christopher L. Sorensen - Mayor	1998
16.)	Kellogg Supply, Inc.	H. Clay Kellogg IV - President	1998
17.)	City of Norco	Joesph S. Schenk - Director	1996
18.)	City of Arcadia	Robert A. Lang - Park Supertindent	1996
19.)	City of Simi Valley	City Council Meeting	1996
20.)	City of Santa Fe Springs	Luis F. Collazo - Planning and Development	1995
21.)	Union Bank	Kelly J. Cooke - Assistant Vice President	1994
22.)	Amwest Surety / Bonding	Pat Dolan - Branch Manager	1994
23.)	City of Santa Fe Springs	Ronald S. Kernes - Mayor	1993
24.)	Congress of the United States	Estaban E. Torres - Member of Congress	1991
25.)	City of Garden Grove	Walt E. Donovan - Mayor	1990
26.)	UltraPower Malaga-Fresno	R.C. Rodenbach - Fuel Manager	1990
27.)	Sequoia Forest Industries	El Kessler - Fuel Procurement	1990
28.)	City of West Hollywood	John Heilman - Mayor	1985
29.)	S.O.S. Coral Tree Society	James A. Thomas - President	1985
30.)	Peridian Group	Vincent Rie Takeuchi - Project Manager	1984
31.)	Los Angeles Olympic Committee	Tak Fujii - Associate Vice President	1984
32.)	Veterans Administration	Juanita D. Walker - Director	1983
33.)	United States District Court	Terry J. Hatter Jr. - Federal Judge	1983
34.)	City of Newport Beach	Jack Brooks - Park Superintendent	1982
35.)	City of Beverly Hills	Don Boynton - Public Works Inspector	1981
36.)	City of Yorba Linda	Louie Gomez - Street Supertindent	1981
37.)	City of Carson	Howard B. Homan	1981
38.)	City of La Habra	Manuel Torres - Tree Maintence Foreman	1981
39.)	City of Buena Park	Gordon Smith - Supervisor/Street Trees	1981
40.)	Surety Insurance Company / Bonding	Madelaine Gentry - Assistant Manager	1981
41.)	City of Garden Grove	Lou Hertz - Park Superintendent	1981
42.)	City of Fountain Valley	David L. Christensen - Supervisor / Parkway Maintenance	1981
43.)	City of Whittier	Emmett A. May - Tree Maintenance Supervisor	1981
44.)	City of Fullerton	Kathy A Greco - Development Coordinator	1981
45.)	City of San Fernando	Fred L. Morgan - Director	1980
46.)	City of Lynwood	Don V. Snavely - Director of Parks	1980
47.)	City of Lynwood	Don V. Snavely - Director of Parks	1978
48.)	City of Santa Ana	Robert E. Gresham - Director	1978
49.)	City of Los Angeles	Joseph L. Louthan - Supertendent	1977
50.)	City of La Habra	Manuel F. Torres - Tree Maintenance Foreman	1977

The above letters of recommendations are from the following:

1.	Mayors (4)	10.	Tree Supervisors (3)	19.	Branch Managers (2)
2.	Director of Public Works (3)	11.	Park & Tree Superintendent (1)	20.	Park Maint. Supervisor (1)
3.	Vice Presidents (3)	12.	Project Manager (1)	21.	Public Works Manager (1)
4.	Presidents (2)	13.	Public Works Inspector (1)	22.	Contract Monitor (1)
5.	Congressmen (1)	14.	Planning Coordinator (1)	23.	City Manager (1)
6.	Federal Judge (1)	15.	Community Coordinator (1)	24.	Other (4)
7.	Fuel Managers (2)	16.	Asst. Director of Public Works (1)		
8.	Parks & Grounds Superintendent (3)	17.	Street 7 3 intendents (4)		
9.	Field Supervisors (2)	18.	Dire rks (3)		

#16.

Gus K. Franklin
Fifty Letters of Recommendation
31 year period - 1977 to 2008



The following quotations have been taken from letters of recommendation that are on file and can be made available upon request. They demonstrate a long history of performing and completing governmental contracts for Cities, Counties, and State agencies in the State of California from 1977 to 2008. I have also included letters of recommendation that I have received from various Bonding Companies, Banks, a Federal Judge, Congressmen, Los Angeles Olympic Organizing Committee, Veterans Administration, S.O.S. Coral Tree Society, and other Businesses and Organizations over a 31 year period from 1977 to 2008. In the last thirty-one years I have successfully directed, supervised and completed contracts of over $75,000,000 dollars for 75 municipalities, the State of California, and 7 California Counties.

Sincerely,

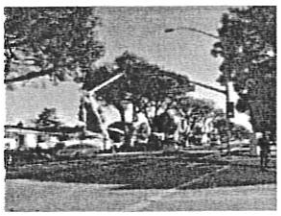
Gus K. Franklin, President



1. **Alliant Driver Commercial Group - Bonding, January 12, 2008**

"We have provided bonding for United Pacific Services for over 4 years. They have exhibited an excellent track record as well as maintained a high credit rating during that time. United Pacific has obtained bonding support for up to $750,000 per project and if need be they could qualify for a larger amount. They are able to get close to $2,000,000 in aggregate bonding as well".

Jay P. Freeman, CPCU, *Jay P. Freeman*



2. **City of Santa Clarita, June 28, 2007**

"I would like to take this opportunity to thank you for your participation in our 18th Annual Arbor Day celebration held at Central Park, on Saturday, May 19th, 2007. All of your efforts assisted the City in celebrating the environmental benefits of trees and helped to make our event a great success. Gus, thanks to you our mission to deliver a fun-filled day of activities and exhibits for the whole family was accomplished. Many thanks for all your help and contributions to our event, especially the free donations and free mulch. All of your support staff and the volunteer time they contributed are greatly appreciated".

Robert Sartain, Urban Forestry Supervisor *Robert Sartian*



3. **Orange County Sanitation District, November 7, 2006**

"On behalf of the Orange County Sanitation District I would like to extend my gratitude to you and your staff for the safe and professional manner in which you addressed the potentially explosive device incident on Wednesday, October 18, 2006. Given the probable danger of such a device, the response you and your staff provided mitigated the risk of possible loss of property and most importantly protected staff in the area. Your actions served as a model for those who find themselves in a similar situation with impending danger and set a good example for others to follow".

James D. Ruth, Interim General Manager *James D. Ruth*

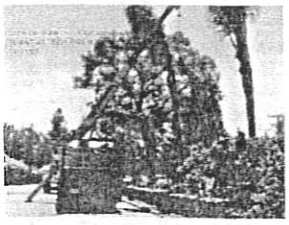
4 County of Los Angeles, Department of Public Works, October 25, 2006



"Living Wage Compliance Review; The objective of the review was to ensure that the contractor's employees working on Public Works contracts were paid the living wage and to validate the accuracy of the payroll report submitted. The review includes examining, on a test basis, payroll and other related documents provided by the Contractor. For the period reviewed we did not find any material discrepancies concerning living wage".

Raymond Low, Head, Internal Audit Group *Raymond Low*

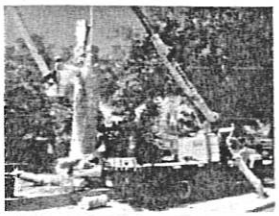
5. City of Highland, January 17, 2005



"On behalf of the City of Highland residents and staff, I would like to extend our sincere appreciation to United Pacific for the excellent work they have done in weed abatement and tree trimming services for the City. Also, for the services at no cost performed at City Hall and on City owned properties totaling over $6,000.00 in value. Thanks again for your generous gift and we are proud to have you as part of our team".

Sam Racadio, City Manager, *Sam Racadio*

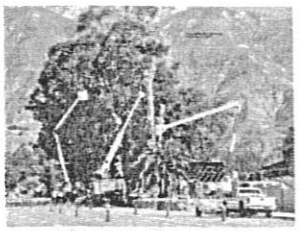
6. Department of Transportation, January 23, 2004



"I would like to take this opportunity to thank you for your efforts to consistently include Disabled Veteran Business Enterprises (DVBEs) as subcontractors on State-funded highway contracts. Your efforts to include DVBEs in contracting activities has helped the California Department of Transportation (Department) meet and exceed the mandated three percent DVBE participation goal. The Department appreciates and salutes you in supporting the DVBE Program. The Department looks forward to your partnership as we "Build California" and deliver record levels of highway improvements in 2004".

Jeff Morales, Director *Jeff Morales*

7. City of Long Beach, January 12, 2004



"United Pacific Services has been the tree-trimming contractor for Queensway Bay, the Jewel of Long Beach, for the last 3 years. They are very professional, working safely and leaving the job site clean. I have no problem recommending them fully".

Oscar De Leon, Contract Monitor, Queensway Bay *Oscar De Leon*

8. County of San Bernardino, January 12, 2004



"This letter is intended to affirm the excellent service that United Pacific Services provided under a Request for Proposal process for the County of San Bernardino on the range of the various fire hazard abatement activities. Their length of service was from September 2000 to August 2002. During this period their responsiveness to inquiry and provision of the men and materials needed to efficiently and effectively address all work assignments was exemplary. Their professionalism was of such high caliber that we utilize their performance as a yardstick to measure others that have followed in the same form of work provision. I highly recommend this firm, with no reservations."

David Brackin, Abatement Supervisor *David Brakin*

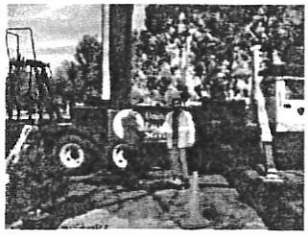
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9 City of Los Angeles - Harbor Department, January 12, 2004

"United Pacific Services, Inc. Is currently under contract to the City of Los Angeles, Harbor Department for tree trimming, removal, and planting. Because of the excellent service received from this company, we renewed their agreement for a second year. The employees at all levels have been responsive and professional. As a result of their knowledge and experience, our trees are in better condition than they ever have been".

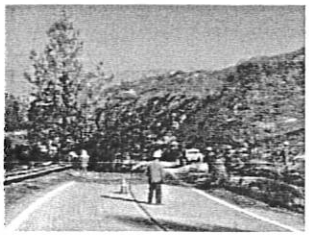
Gary Striker, Park Maintenance Supervisor *Gary Striker*



10. City of Pico Rivera, May 13, 1998

"On behalf of the City of Pico Rivera Public Works and Recreation and Community Services Department, I would like to take this opportunity to thank your company for the excellent performance demonstrated during the 1997/98 Fiscal Year Tree Trimming Project. The project was completed on time, with no damage to City property and resulted in many favorable reports from the public. It is always a pleasure to work with people who keep commitments and who maintain high standards and let the work speak for itself".

Steven Castellanos, Asst. Deputy Director of P.W. *Steven Castellanos*



11. City of Highland, January 9, 2004

"United Pacific Services, Inc. Has provided contract tree trimming/removal services for the City of Highland since April 2001. Mr. Gus Franklin, owner of United Pacific Services has been affiliated with the City and its tree trimming program since March of 1995. Mr. Franklin was very instrumental in assisting the City with our tree trimming orders, recommendations on removals, and has excellent public relations skills with residents. The City has had a very positive working relationship with Mr. Gus Franklin and his staff for several years."

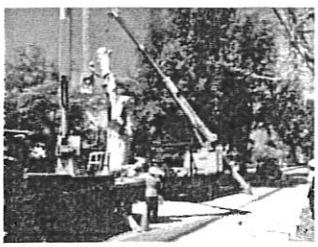
Larry M. Williams, Public Works Manager *Larry M. Williams*



12. Averbeck Company, Insurance Brokers/Bonds, June 23, 1998

"We have provided surety credit for this account for several years. They have exhibited a tremendous track record to date and have excellent credit. They currently bond through Redland Insurance Company. Redland has provided surety credit up to the low seven figures per project. Please feel free to give a call if you should have any questions relative to the qualifications and/or bondability of this fine construction contractor".

Jay P. Freeman, Account Executive *Jay P. Freeman*



13. Department of Transportation - Caltrans, October 1, 1998

"It has been a while since completion of Contract 11-S881. But, I would like to take this opportunity thank you and your employees for the assistance in helping us to reduce our backlog of tree trimming work. This effort was a new experience for both of us and I was most pleased in your willingness in making adjustments and amendments to the contract to better meet our needs. These changes allowed us a more efficient mix of personnel and equipment to meet our needs as job requirements and work locations changed".

Jeff C. Morgan, Superintendent II *Jeff C. Morgan*

14. City of Norco, October 12, 1998



"On behalf of the City of Norco, we wish to thank you for participating in the Annual Country Jamboree. More than 8,000 people enjoyed the activities held at the Community Center along with the spectacular fireworks show held that evening. This year's Jamboree would not be possible without the generous support of organizations such as yourselves. Once again, thank you for your endless support. Your donation was truly appreciated".

Christopher L. Sorensen, Mayor *Christopher L. Sorensen*

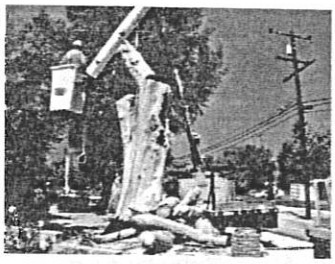
15. Kellogg Supply, Inc., April 14, 1998



"I am glad that you are back in the industry and contemplating the thought of manufacturing product for us again. It appears that a relationship could benefit both organizations. I enjoyed the tour last week and am hopeful that a working relationship can develop".

H. Clay Kellogg IV, President *H. Clay Kellogg IV*

16. City of Highland, May 27, 1998



"Mr. Franklin's personnel have been exceptional. They are very organized when they arrive in the City, get the job done, communicate well with property owners when necessary, and if there are any complaints' make every effort to get them promptly resolved. They also communicate well with City staff and make suggestions where they feel it is in the best interest of the City to do work other then requested. I would strongly recommend Mr. Franklin's Company to any agency for tree trimming and removal services".

Larry M. Williams, Public Works Manager *Larry M. Williams*

17. City of Norco, March 22, 1996



"In discussing you company's performance with Buddy Snipes, our Public Works Supervisor, I hear nothing but praise and gratitude for the professional and efficient manner with which you and your workers handle the City's tree maintenance needs. Buddy has advised me that of the companies that have performed tree maintenance services for the City of Norco previously, Mr. Franklin's is by far the best. We greatly appreciate your approach to performing the tree maintenance service, and it is a testimony to that approach that no claims for damages or resident complaints have been received by City Staff. Again, thank you for a job well done, and it is a pleasure to be able to work with your firm for an additional year".

Joseph S. Schenk, Director of Public Works *Joseph S. Schenk*

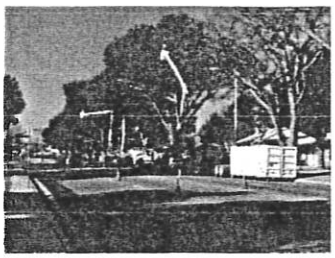
18. City of Arcadia, June 3, 1996



"I am pleased to write this letter for your file. Your crews have just finished our annual tree contract in May, 1996. More than 4,000 trees were trimmed and the overwhelming opinion of the Arcadia residents and myself was of a job well done. At all times you had one or two foremen on the job sites. Their appearance in white shirts and their knowledge was a great help to our residents who had many questions to ask. The traffic control and cleanup lived up to contract specifications and the daily worksheets you fixed, showing the cubic yards of debris removed, were a great help with my reports. In summary, it was a pleasure doing business with you".

Robert A. Lang, Parks & Grounds Superintendent *Robert A. Lang*

#16.



19. City of Simi Valley - Award of Contract on November 18, 1996

"Total points were determined for each firm's proposal and a ranking was established. The top-rated proposal from Mr. Franklin's Company received 331 of the 360 total possible rating points. The proposal submitted by the firm rated as second place earned 279 points. Based on the points its proposal earned, Mr. Franklin's proposal was selected as the most qualified firm with the best cost proposal".

Agenda Summary, City Council Meeting of November 18, 1996



20. City of Santa Fe Springs, November 29, 1995

"In behalf of the City of Santa Fe Springs, I would like to express the City's appreciation for your participation in this year's Christmas tree recycling program. Consolidated Disposal has agreed to provide the roll-off bins needed. With this combined effort, we feel certain that the program will again become a success. I want to thank you in advance for your generosity and participation in this years program".

Luis F. Collazo, Department of Planning and Development *Luis F. Collazo*



21. Union Bank, Priority Banking, December 8, 1994

"As of October 1994, Mr. Franklin has at his disposal, a $175,000 line of credit with this institution. Union Bank/Priority Banking is happy to be working with you and Susan. We look forward to a long and mutually rewarding relationship together".

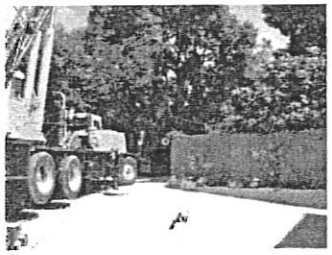
Kelly J. Cooke, Assistant Vice President *Kelly J. Cooke*

22. Amwest Insurance Company - Bond Division, September 27, 1994



"Mr. Franklin's company has been a client of Amwest Surety Insurance Company since their reentry into the Public Project Bidding Arena. Our research on the account shows it to be of the highest quality. Our research also shows that they have successfully performed all projects to date. They have performed well on Annual Maintenance Service Contracts to the $ 1 million + Job Size. I would look favorably on issuing Bid and Final Bonds in the $ 1 million + area if requested by Mr. Franklin".

Pat Dolan, Branch Manager *Pat Dolan*



23. City of Santa Fe Springs, February 11, 1993.

"Dear Mr. Franklin, On behalf of Santa Fe Springs City Council, please accept our gratitude for your contribution to the City's Christmas Tree Recycling Program. The program would not be possible without your support. Your continuing contributions and efforts toward this program helped preserve precious landfill space. Thank you again from the Santa Fe Springs City Council and residents".

Ronald S. Kernes, Mayor *Ronald S. Kernes*

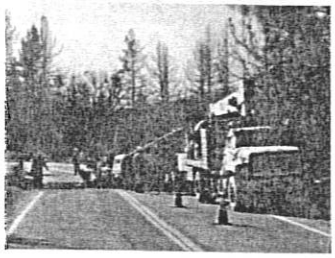
24. Congress of the United States, May 17, 1991.



"Thank you for contacting me to ask that I co-sponsor H.J.Res. 69, to designate the Oak Tree as our national arboreal symbol. Because you have asked, you'll be happy to know that I have signed on as a co-sponsor. If I may be of any further assistance, please let me know".

Estaban E. Torres, Member of Congress *Estaban E. Torres*

25. City of Garden Grove, November 12, 1990.



"On Sunday, September 16, hundreds of Garden Grove employees, along with their families and friends, enjoyed the annual City of Garden Grove Employee Picnic at Garden Grove Park. On behalf of these employees, our City Council and residents, I would like to personally thank United Pacific Corporation for its donation which helped to make our event such a success. Please accept the enclosed plaque as a symbol of our sincere thanks. Your generosity and community spirit are greatly appreciated by all who participated".

Walt E. Donovan, Mayor *Walt E. Donovan*

26. UltraPower Malaga-Fresno, February 9, 1990.



"United Pacific Corporation has exhibited a level of professionalism rarely found in this business. The company principals have been extremely forthright and honest in all their dealings with us. We have shared data and ideas which have helped both parties achieve more efficient operating levels. Their equipment is up-to-date and well-maintained which, in addition to their highly honed management skills, contributes to their consistency. United Pacific Corporation has been a valuable addition to our biomass fuel supply organization and we're looking forward to many more years of this mutually beneficial business relationship".

R.C. Rodenbach, Fuel Procurement Manager *R.C. Rodenbach*

27. Sequoia Forest Industries, February 12, 1990.

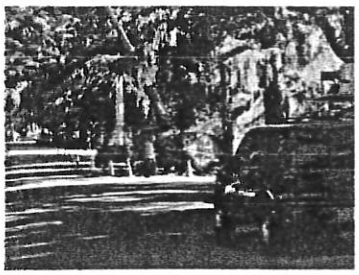


"United Pacific's state-of-the-are equipment and product processes are ranked at the top of other competitive processing plants now in operation. Their volumes have continued to increase and the product quality has been excellent. In addition to United Pacific's ability to procure and process fuel materials, their relationship with the co-generation personnel and with the truck carriers has also been excellent. United Pacific has always responded quickly and with concern in solving any problems that may occasionally appear. I would judge their performance to date as being exceptional and hope to continue our current relationship into the future".

El Kessler, Fuel Procurement *El Kessler*

#16.

28. City of West Hollywood, October 14, 1985.



"The purpose of this communication is to share with you our sincere pleasure in the manner United Pacific is executing this contract. The modern equipment, uniformed personnel, and attention to community relations, indicates a dedicated commitment to excellence in municipal street tree trimming and tree removal. Without reservation, I commend their services and professionalism to your attention and consideration".

John Heilman, Mayor *John Heilman*

29. S.O.S. Coral Trees, September 26, 1985.



"On behalf of S.O.S. CORAL TREES, I would like to express our gratitude for the fine job that your firm did in trimming the coral trees on San Viciente Boulevard. It is my understanding that Gus, himself, directed the effort and thus deserves a large share of the credit. Again, we thank you and all of the community thanks you for your good work".

James A. Thomas, President S.O.S. CORAL TREES *James A. Thomas*

30. Peridian Group, June 22, 1984.



"I want you to know how pleased the Los Angeles Olympic Organizing Committee and Peridian Group are with your extensive tree trimming at Exposition Park in preparation for the 1984 Summer Olympiad. As you know, the park was in a sad state of neglect. Over 1,100 trees had not been trimmed or maintained for years and so after your crews moved through in record time under the able supervision of Gus Franklin, a transformation occurred. Now the historic park and former site of the 1932 Olympics is complete for the eyes of the world to see. As president of United Pacific Corporation you can be proud of a job well done".

Vincent Rie Takeuchi, Project Manager *Vincent Rie Takeuchi*

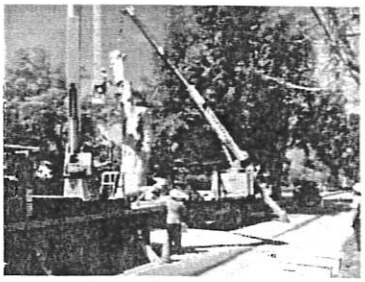
31. Los Angeles Olympic Organizing Committee, August 12, 1984.



"On behalf of the LAOOC Architecture and Construction Department, Ed Keen, Dan Stewart and I want you to know how grateful we are for your contribution in creating the biggest event in our lifetime. Because we all worked together as a team, we succeeded. All of our efforts have resulted in each of us becoming a part of history. Congratulations to each of you. Be proud of your contribution. As an expression of our gratitude, we are presenting you with this certificate. Display it with pride for you have earned it. Thank You and farewell. It was truly a great Olympics".

Tak Fujii, Associate Vice President *Tak Fujii*

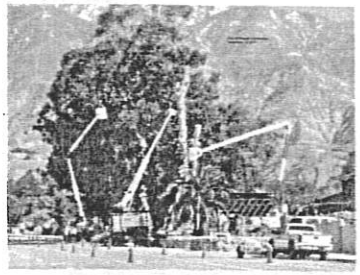
32. Veterans Administration, October 25, 1983.



"I wish to thank and commend you on the very fine job you did pruning, thinning, and shaping the trees at the Los Angeles National Cemetery. Work was accomplished in a very short time and everything was done in a professional manner; it seemed everyone knew his job and did it with the expertise of a professional".

Juanita D. Walker, Director *Juanita D. Walker*

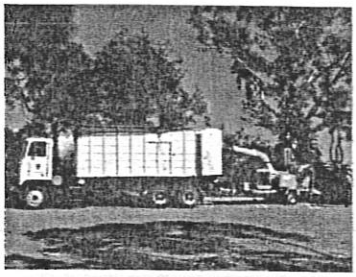
33. United States District Court, Chambers of Terry J. Hatter, Jr., October 4, 1983.



"Not only was the work the best we have seen with our palm trees in more than ten (10) years, but it was easily the most integrated group of workers that I have ever seen performing a city project".

Terry J. Hatter, Jr., Judge United States District Court *Terry J. Hatter, Jr.*

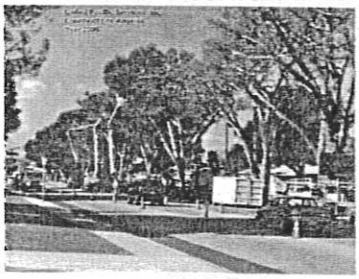
34. City of Newport Beach, January 22, 1982.



"I would like thank you and your crews for the excellent performance during your tree trimming contract with the City of Newport Beach. The contract was completed very quickly and efficiently. Your crews worked very hard and demonstrated a high regard for public safety and private property"

Jack Brooks, Park Superintendent *Jack Brooks*

35. City of Beverly Hills, October 2, 1981.



"Mr. Franklin has a first-class operation which has exceeded my expectations in all areas, including trimming, traffic safety and clean-up. The mobil sweeper puts the finishing touch on an already superb job".

Don Boynton, Public Works Inspector *Don Boynton*

36. City of Yorba Linda, September 8, 1981.



"The City of Yorba Linda, Public Works Department, entered into a contractual agreement with Mr. Franklin's Tree Company in 1975, and the City has been very fortunate in being able to extend their present contract to this date. Their regard for the public safety and protection of private property adjacent to work sites is apparent and excellent".

Louie Gomez, Street Superintendent *Louie Gomez*

#16.



37. City of Carson, September 2, 1981.

"During the past several years Mr. Franklin's Tree Company has been selected by the City of Carson to perform a variety of tree trimming services totaling approximately Three-hundred and Fifty-Thousand ($350,000.00) dollars. During that period of time, I am pleased to state that their work was performed most satisfactory and in accordance with the Plans and Specifications. The City of Carson found the firm to be most efficient and diligent in the prosecution of their responsibility".

Howard B. Homan, Director Parks and Recreation Department *Howard B. Homan*



38. City of La Habra, September 1, 1981.

"The work performed by this company has been superior in quality and quantity. Mr. Franklin has always been cooperative and very pleasant to do business with. I have found him to be highly reliable and honest, and do not hesitate to recommend his company to anyone inquiring about tree trimming contractors".

Manuel Torres, Tree Maintenance Foreman *Manuel Torres*



39. City of Buena Park, September 3, 1981.

"Mr. Franklin's Tree Company performed all of their work in a very professional and workmanlike manner, showing a high degree of experience and knowledge in arboriculture".

Gordon Smith, Supervisor/Street Trees *Gordon Smith*

40. Surety Insurance Company of California, May 5, 1981.



"Our Company is presently bonding Mr. Franklin, and we are prepared to extend credit to the extent of $1,000,000 in the aggregate. It is our opinion that Mr. Franklin is a capable contractor with adequate resources to finance the work he undertakes".

Madelaine Gentry, Assistant Manager, Surety Bond Department *Madeline Gentry*

41. City of Garden Grove, June 8, 1981.



"In the first phase, which called for trimming nearly 800 trees (Elms, Peppers, and Ficus) dispersed throughout several zones, the specifications were fully met. We had only one citizen call on a damaged sprinkler which you had repaired to the satisfaction of the property owner. One of our Council Persons publicly complimented the work performed by your crews. A copy of the minutes is enclosed. Overall, the price was unbelievable and quality of work, excellent. I am confident that the second phase, calling for trimming an additional 1,500 trees, will be equally satisfactory to all concerned".

Lou Herz, Parks Superintendent *Lou Herz*

42. City of Fountain Valley, September 4, 1981.



"The manner in which Mr. Franklin coordinated the scheduling, performed the trimming and clean-up was very satisfactory. Mr. Franklin's method of utilizing a street sweeper after trimming both expedited the clean-up and made a good impression for public relations. In addition, their efficient method of operation created no citizen complaints".

David L. Christensen, Field Supervisor/Parkway Maintenance *David L. Christensen*

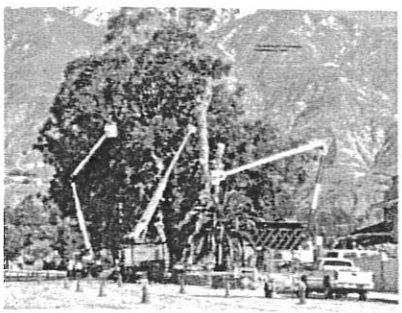
43. City of Whittier, September 2, 1981.



"During the time that they have been under contract, they have handled the public contacts well. The company has always had the necessary bonding. The jobs have been completed in the required time. The specification for trimming has been followed as required in the contracts".

Emmett A. May, Tree Maintenance Supervisor *Emmett A May*

44. City of Fullerton, September 8, 1981.



"The work was done in difficult terrain and included a large variety of mature trees. Both the Community Services Department and Landscape Maintenance Department were satisfied with the quality of the work. The pruning operation, under the direction of foreman Chuck Patana, was very professional. The job was completed well within the contract time limit".

Kathy A. Greco, Community Services, Development Coordinator *Kathy A. Greco*

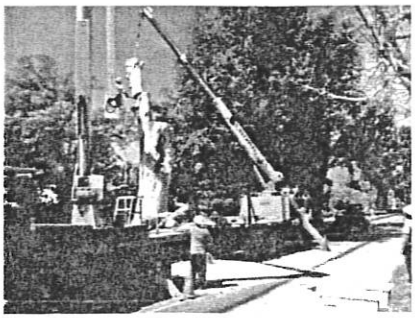
#16.



45. City of San Fernando, April 16, 1980

"The first phase in the initial year of your contract with the City of San Fernando is now completed and in behalf of the City, and myself, I wish to thank you for not only the thoughtful and courteous conduct that you and your staff displayed to all our citizenry, but also the expeditious and highly professional manner in which you completed the work. To trim, and this is predominantly a major trim, some 2,006 trees in less than six weeks, in a season of rainfall that was most intense and record breaking, must be and is considered the mark of a professional who is fully knowledgeable of every aspect of his job. It is a pleasure to have this working relationship with you and your excellent company".

Fred L. Morgan, P.E., Director *Fred L. Morgan*

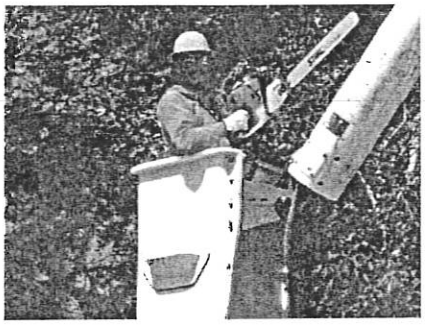


46. City of Lynwood, June 10, 1980.

"Thank you for assisting this department in continuing its efforts to inform and serve the residents of Lynwood more efficiently".

Don V. Snavely, Director of Recreation & Parks *Don V. Snavely*

47. City of Lynwood, November 21, 1978.



"This Company has the capability of the most sophisticated and efficient street tree maintenance program. They maintain and operate a wide range of the most modern street tree equipment and vehicles with well trained crews. Mr. Gus Franklin personally supervises their operation and he has been extremely understanding and cooperative in his relationships with city employees and officials. The City of Lynwood is very pleased with the past performance of this Company and does not hesitate to endorse their services".

Don V. Snavely, Director of Recreation & Parks *Don V. Snavely*

48. City of Santa Ana, April 10, 1978.



"Your tree maintenance contract with the City of Santa Ana has now been accomplished and at this time I would like to congratulate your Company on a job well done. Regard for public safety and protection of private property adjacent to the work sites was apparent. Citizen comment while work was in progress was of a positive nature. Excellent communications were established and maintained with our tree Supervisor, Jess Standridge, and when on several occasions it was necessary to return for additional work at a specific location your response was immediate. In all aspects this contract was executed in a highly professional manner. It's been a pleasure to have worked with you".

Robert E. Gresham, Director *Robert E. Gresham*

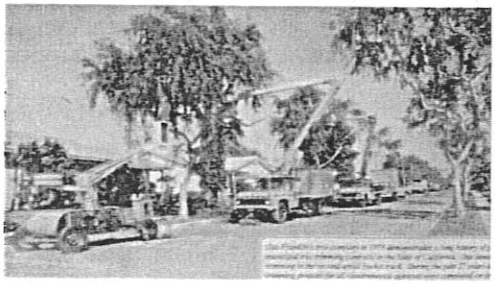
49. City of Los Angeles, December 6, 1977.



"All tree work performed by Mr. Gus Franklin was most satisfactory, and completed well within the time called for in the contracts".

Joseph L. Louthan, Superintendent *Joseph L. Louthan*

50. City of La Habra, December 5, 1977.



"This is to verify that the Tree Company under the ownership of Gus Franklin has done (2) contracts for us this year, consisting of a total of 640 trees, trimmed to our specification. All work performed by this Company was done to our specifications and to our satisfaction".

Manuel F. Torres, Tree Maint. Foreman *Manuel F. Torres*

United Pacific Services - Current References 2017

	Name of Contract	Name and Address of Governmental Agency	Contact Persons Name and Telephone Number	Description of Work	Total Amount of Contract
1.	LMD - Annual contract from 2014 to 2022 includes option years (8-years)	City of Simi Valley 500 W. Los Angeles Avenue Simi Valley, CA 93065	Emilio Blanco (805) 583-6437	Tree trimming and removal Tree planting and watering Emergency work	3,200,000 (eight years)
2.	Street - Annual contract from 2008 to 2016 includes option years (8-years)	City of Simi Valley 500 W. Los Angeles Avenue Simi Valley, CA 93065	Emilio Blanco (805) 583-6437	Tree trimming and removal Tree planting and watering Emergency work	2,800,000 (eight years)
3.	Annual Contract from 2011 to 2016 includes option years (5-years)	County of Riverside 4080 Lemon Street, 8th floor Riverside, CA 92501	Mark Hughes (951) 830-6860	Tree trimming and removal Tree planting and watering Emergency work	1,250,000 (five years)
4.	Annual Contract from 2015 to 2021 includes option years (6-years)	City of Fountain Valley 10200 Slater Avenue Fountain Valley, CA 92708	Marco Garcia (714) 742-9499	Tree trimming and removal Tree planting Emergency work	1,470,000 (six years)
5.	Annual Contract from 2015 to 2020 includes option years (5-years)	County of Los Angeles 5525 East Imperial Highway South Gate, CA 90280	Del Ortega (562) 861-0316	Tree trimming and removal Landscape maintenance Emergency work	4,000,000 (five years)
6.	2- Three Year Contracts 2016 to 2018	City of Los Angeles 200 N. Spring Street, Rm 355 Los Angeles, CA 90012	Hector Banuelos (213) 847-3110	Tree trimming	3,600,000 (2 - option years)
7.	Annual Contract 2015 to 2020 five year contract	City of Highland 27215 Base Line Highland, CA 92346	Jim Richardson (909) 863-0284	Tree trimming and removal Emergency work Tree planting	325,000 (five years)
8.	Annual Contract 2015 to 2020 five years	City of Downey 11111 Brookshire Avenue Downey, CA 90241	Giovanni Amador (562) 904-7192	Tree trimming and removal Emergency / planting work	2,500,000 per year (five years)
				TOTAL	**$19,145,000**

CITY OF FOUNTAIN VALLEY

10200 SLATER AVENUE * FOUNTAIN VALLEY, CA 92708-4736 * (714) 593-4400, FAX: (714) 593-4498

5/26/16

Re: Reference Letter
Gus Franklin

United Pacific Services Tree Service has maintained all of the trees in the City of Fountain Valley for the last 7 years. They provide quality staff including foreman, tree trimmers, grounds men, and certified Arborists. They have maintained the high standards of service throughout their contract. They provide ISA Standard pruning methods, and many of the tree trimmers are certified tree workers.

The crews are polite and professional and we receive many compliments from the residents after they have left the area clean and manicured. They will also work with residents who may have unusual requests.
United Pacific Services uses reliable and well maintained equipment giving them a professional look, and they provided employees with the proper safety equipment needed to complete their job safely.

United Pacific Services is quick to respond to any emergency at any hour of the day which is valuable to the City as it shows the level of commitment they have for us.

United Pacific Services keeps our inventory up to date with the Arbor Pro Management Software. This information is updated on a monthly basis by their staff.

Overall, we are very pleased with the service we have receive from United Pacific Services and look forward to continuing with them for the next 5 years of this contract.

Sincerely,

Tom Eynon
Landscape Inspector/Arborist WE-10196-A
17300 Mt. Herrmann St.
Fountain Valley, CA. 92708

City of HIGHLAND Inc. 1987

12-8-2016

United Pacific Services, Inc.
251 Imperial Hwy., Suite 450
Fullerton, CA 92835

Regarding: Contract Assessment

Gentlemen: In reply to your request for an assessment of your contract, please find the following comments.

United Pacific Services Inc. was awarded a contract by the City in 2014 for the City's annual tree trimming maintenance and arborist services. Based on your performance the City Council elected to renew your contract in 2015 and again in 2016. Your company is currently serving its third one year term of a possible six one year terms. Thank you for your inquiry and your interest in monitoring the performance of your company.

If you have any further questions, please do not hesitate to call me.

Regards,

Jim Richardson
Public Works Manager
909-863-0284, ext 101

Mayor
Mayor Pro Tem
City Council
City Council
City Council
City Manager
Sam J. Racadio
Judy Scott
City Manager

City of
SANTA CLARITA

23920 Valencia Boulevard • Suite 300 • Santa Clarita, California 91355-2196
Phone: (661) 259-2489 • FAX: (661) 259-8125
www.santa-clarita.com

May 13, 2010

Mr. Gus Franklin
United Pacific Services
120 E. La Habra Boulevard, Suite 107
La Habra, CA 90631

Dear Mr. Franklin:

Subject: City of Santa Clarita Event Sponsorship

On behalf of the City of Santa Clarita, our staff, and volunteers, I would like to take this opportunity to thank you for your support of the 2010 Earth Arbor Day Festival. Your support is very much appreciated and greatly contributed to the overall success of our event. The City's invaluable partnerships with companies like United Pacific Services allow us to continue to produce great events in our community.

If you have any questions about sponsoring additional events, please feel free to contact Russell Sypowicz in our Economic Development Division at (661) 286-4079.

For your records, your donation is tax deductible. Please note the City's Federal Identification number as 95-4133918. Thank you again for your contribution. We look forward to working with you in the future regarding upcoming events.

Sincerely,

Ken Pulskamp
City Manager

KP:RS:ms
S:\ECONDEV\EVENTS Earth Day 2010 Earth Day Thank You Letter

cc: Ken Striplin, Assistant City Manager
Russell Sypowicz, Administrative Analyst, Sponsorship

#16.

Mayor
DONALD J. KURTH, M.D.
Mayor Pro Tem
L. DENNIS MICHAEL
Councilmembers
REX GUTIERREZ
SAM SPAGNOLO
DIANE WILLIAMS
City Manager
JACK LAM, AICP

RANCHO CUCAMONGA

THE CITY OF RANCHO CUCAMONGA

August 13, 2009

To Whom It May Concern:

Subject: Letter of Recommendation for United Pacific Services Inc., La Habra, CA

United Pacific Services has been with the City of Rancho Cucamonga since January 2009. During this period they have proved themselves as remarkably professional and proficient tree care providers. This is attributed to their high standards and commitment to providing excellent customer service. The maintenance crew supervisor is given a variety of tasks to be completed including pruning, removals, stump grinding and planting. They have modern vehicles and equipment at their disposal and use them efficiently and safely. Pruning is done in accordance with the International Society of Arboriculture's standards; removals are completed quickly and safely and stumps are completely ground out with the area brought to original grade. The maintenance crews are always courteous to residents, handling any of their questions politely and professionally.

United Pacific Services is a company that will follow maintenance specifications or special provisions in detail. As a twenty-one year employee of the City of Rancho Cucamonga, with eighteen of those years involved in tree maintenance, I am proud to recommend this company.

Sincerely,

Anthony Albano
Tree Maintenance Coordinator
909-477-2730 ext. 4115

City of
SANTA CLARITA

23920 Valencia Boulevard • Suite 300 • Santa Clarita, California 91355-2196
Phone: (661) 259-2489 • FAX: (661) 259-8125
www.santa-clarita.com

July 8, 2008

Mr. Gus K. Franklin
United Pacific Services Inc.
120 East La Habra Boulevard, Suite 107
La Habra, CA 90631

Dear Mr. Franklin:

Subject: Letter of Recommendation

The Urban Forestry Division is pleased to offer its recommendation of United Pacific Services Inc., for outstanding execution of its tree maintenance contract with the City of Santa Clarita. United Pacific Services' experienced staff provides excellent customer service and responds quickly to tree maintenance issues and emergencies. The company's equipment is in good condition and is able to perform the needs of our contract.

United Pacific Services has fostered a successful business relationship with the City through its annual participation in the City's Arbor Day celebration. The company donates screened mulch or free trees, and provides staff to help with tree plantings performed at the event. Further, United Pacific Services offered the City monetary discounts for major emergency work they performed during the October 2007 Buckweed Fire and Wind incident.

United Pacific Services has offered quality service in a timely and courteous manner, and we are pleased to recommend their services.

Sincerely,

Robert Sartain
Urban Forestry Supervisor

RS:ll
S:\URBFORST\Contract\United Pacific Services\Ltr of Recommendation.doc

cc: Robert Newman, Director of Public Works
Byron Moline, General Services Manager

#16.

CITY OF SIMI VALLEY

Home of The Ronald Reagan Presidential Library

August 4, 2008

Mr. Gus Franklin
United Pacific Services, Inc.
120 East La Habra Boulevard, Suite 107
La Habra, CA 90631

SUBJECT: LETTER OF RECOMMENDATION FOR STREET TREE RELATED CONTRACTUAL SERVICES

Dear Mr. Franklin:

We are pleased to recommend United Pacific Services, Inc., for street tree related contract services.

United Pacific Services has performed extensive tree trimming, tree removal, tree planting, young tree watering and emergency work for the City of Simi Valley. We have awarded United Pacific Services several City contracts, which have spanned several fiscal years. In FY 2007-08, United Pacific Services was awarded a multi-year contract, approximately $350,000, with the option to extend the contract. They have the resources, the management ability, the dedication and desire to complete work on time and meet very firm contract specifications. The exceptional management, coordination, and overall professionalism this company and staff consistently provide are a tremendous benefit to the City and community. They operate modern, clean equipment; provide prompt service and the ability to handle any tree-related work assignments, or customer service issues that arise.

We are very pleased with United Pacific Services performance and courteous working relationship. We look forward to working with United Pacific Services for several years and continuing a strong working relationship in the future.

If you have any questions, please feel free to contact me at (805) 583-6418, or e-mail at kdahlgre@simivalley.org.

Sincerely,

Kurt L. Dahlgren
Maintenance Superintendent

Construction & Maintenance Division

Berth 161

1500 Pier 'A' Street

Post Office Box 798

Wilmington, CA 90748-0798

Tel 310 732-3550

Fax 310 864-8246

www.portoflosangeles.org

January 12, 2004

To Whom It May Concern

RE: LETTER OF RECOMMENDATION – UNITED PACIFIC SERVICES, INC.

United Pacific Services, Inc. is currently under contract to the City of Los Angeles, Harbor Department, for tree trimming, removal, and planting. Because of the excellent service received from this company, we renewed their agreement for a second year.

The employees at all levels have been responsive and professional. As a result of their knowledge and experience, our trees are in better condition than they ever have been.

If you have any question, please feel free to contact me at (310) 732-3399.

Very truly yours,

GARY STRIKER
Park Maintenance Supervisor
Port Construction and Maintenance

GS:sh

James K. Hahn, *Mayor*
City of Los Angeles

Board of Harbor Commissioners

Nicholas G. Tonsich, *President*

Elwood Lui, *Vice President*

James E. Acevedo

Camilla T. Kocol

Thomas H. Warren

Larry A. Keller
Executive Director

An Affirmative Action/
Equal Opportunity Employer

Recycled and Recyclable

#16.

CITY OF LONG BEACH

DEPARTMENT OF PARKS, RECREATION AND MARINE
2760 Studebaker Rd. Long Beach Ca. 90815 (562) 570-3100 Fax (562) 570-3109
MAINTENANCE OPERATIONS

January 12, 2004

Matt Earle
Contract Administrator
City of San Diego
P.O. Box 120488
San Diego California 92112-0488

Dear Mr. Earl
United Pacific Services has been the tree-trimming contractor for Queensway Bay, the "Jewel" of Long Beach, for the last 3 years. They are very professional, working safely and leaving the job site clean. I have no problem recommending them fully.

If you have any further questions feel free to call me at 562-570-1592.

Sincerely,

Oscar De Leon
Contract Monitor
Queensway Bay

City of HIGHLAND Inc. 1987

27215 Base Line
Highland, CA 92346
(909) 864-6861
(909) 862-3180 FAX
www.ci.highland.ca.us

City Council

Mayor
Brad Sundquist

Mayor Pro-Team
Ray Rucker, Jr.

Steve Graves
Larry McCallon
John Timmer

City Manager
Sam J. Racadio

January 9, 2004

To Whom It May Concern:

United Pacific Services, Inc. has provided contract tree trimming/removal services for the City of Highland since April 2001. Mr. Gus Franklin, owner of United Pacific Services has been affiliated with the City and its tree trimming program since March of 1995. Mr. Franklin was very instrumental in assisting the City with our tree trimming orders, recommendations on removals, and has excellent public relations skills with residents.

The City competitively bids its tree trimming services on an annual contract with five one-year renewal clauses. In 2001 the City rebid the contract and Mr. Franklin, d.b.a. United Pacific Services, Inc. was again awarded the contract and the City has subsequently renewed it annually. The City has had a very positive working relationship with Mr. Gus Franklin and his staff for several years.

If you need any additional information please feel free to contact me at (909)864-8732 extension 216.

Sincerely,

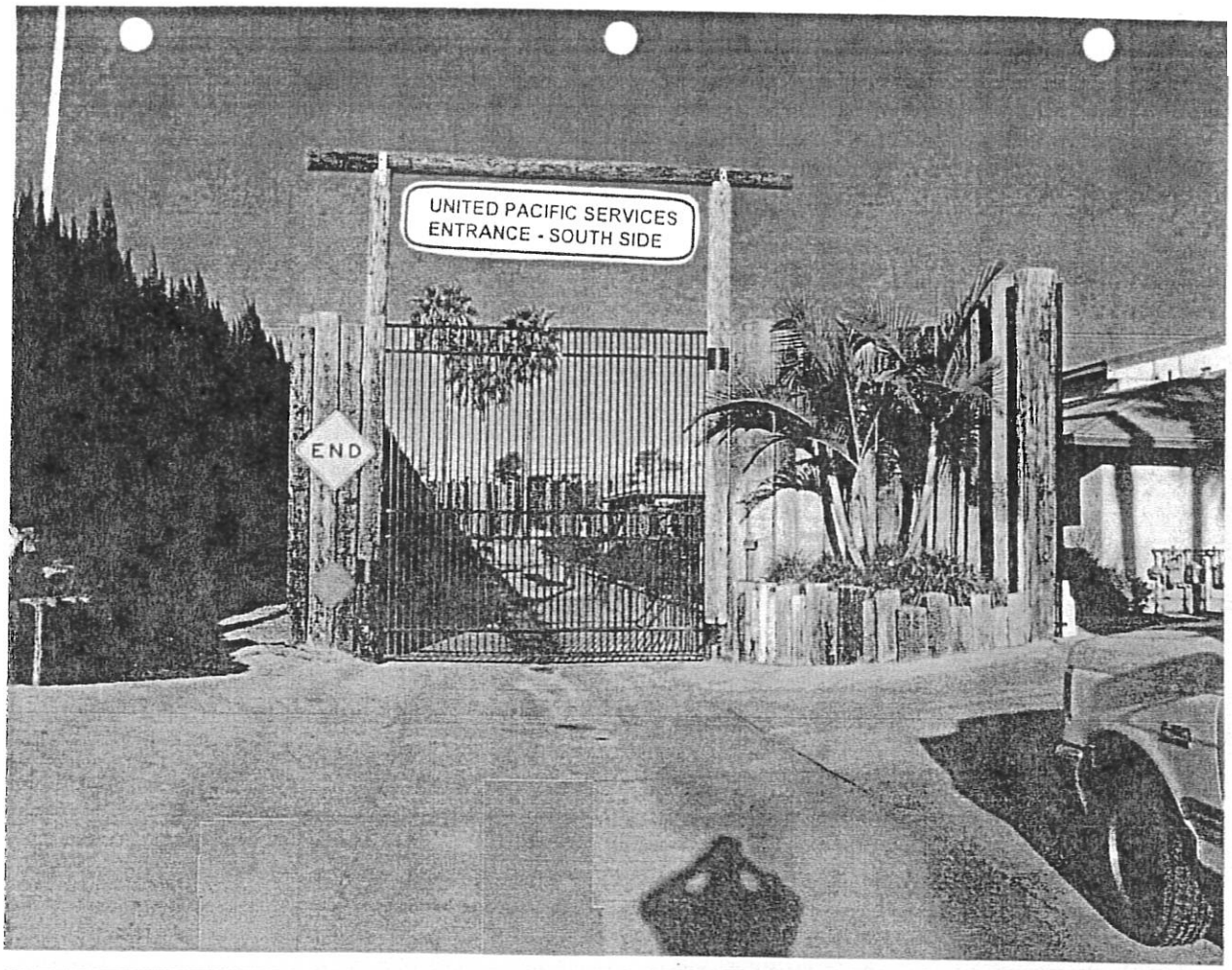
Larry M Williams

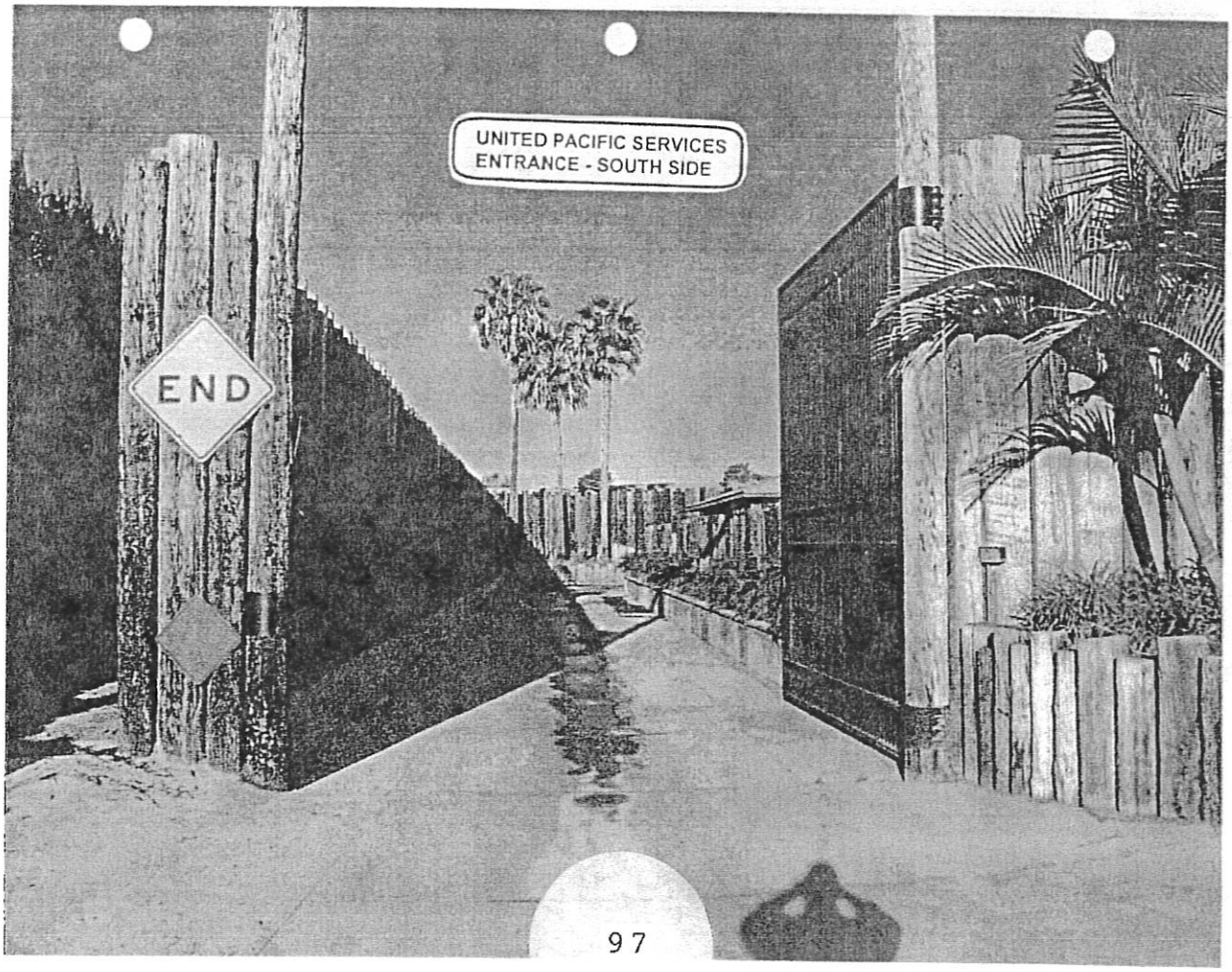
Larry M Williams
Public Works Manager

United Pacific Services, Inc.
Operational Facility

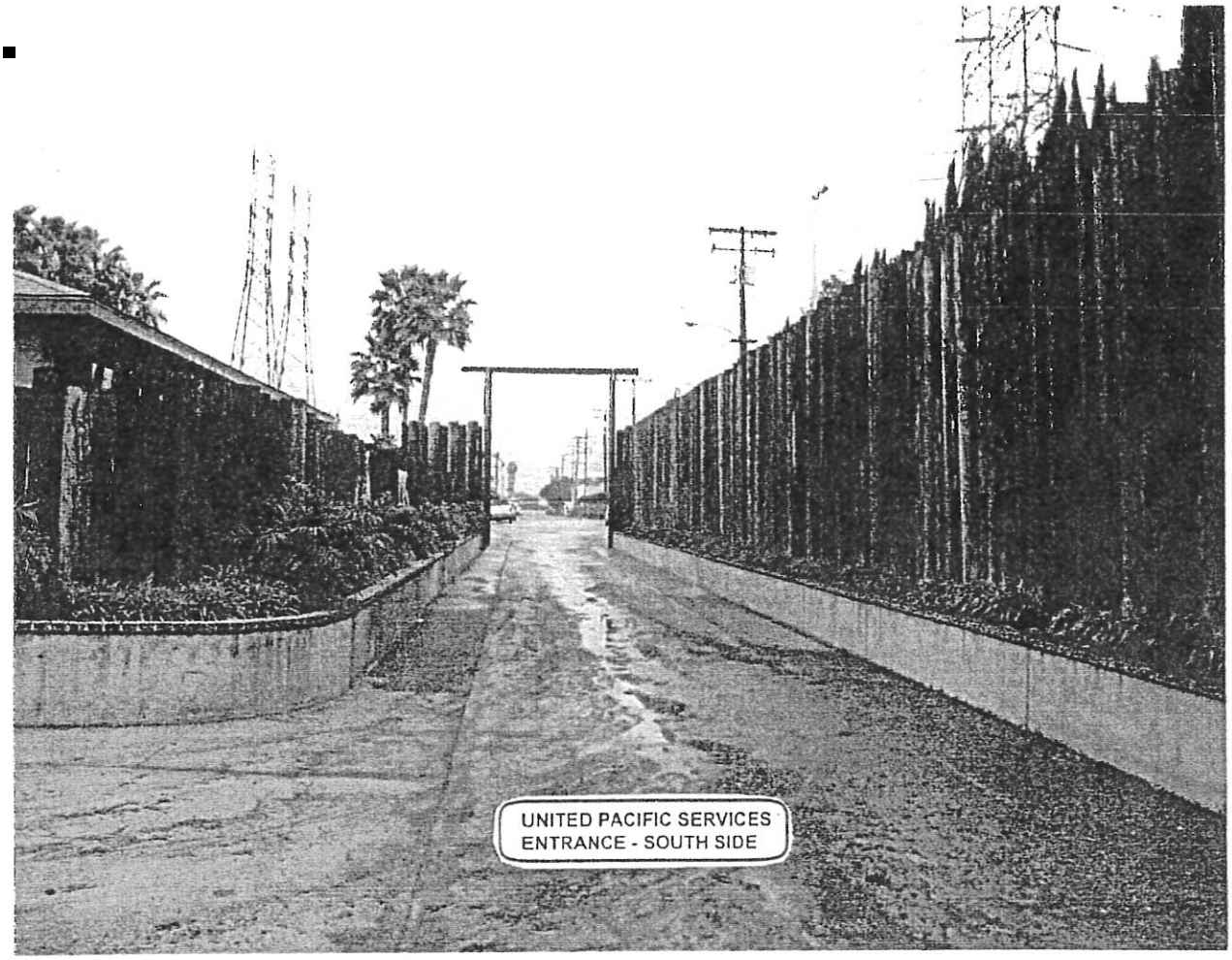
5529 Leeds Street
South Gate, CA 90280

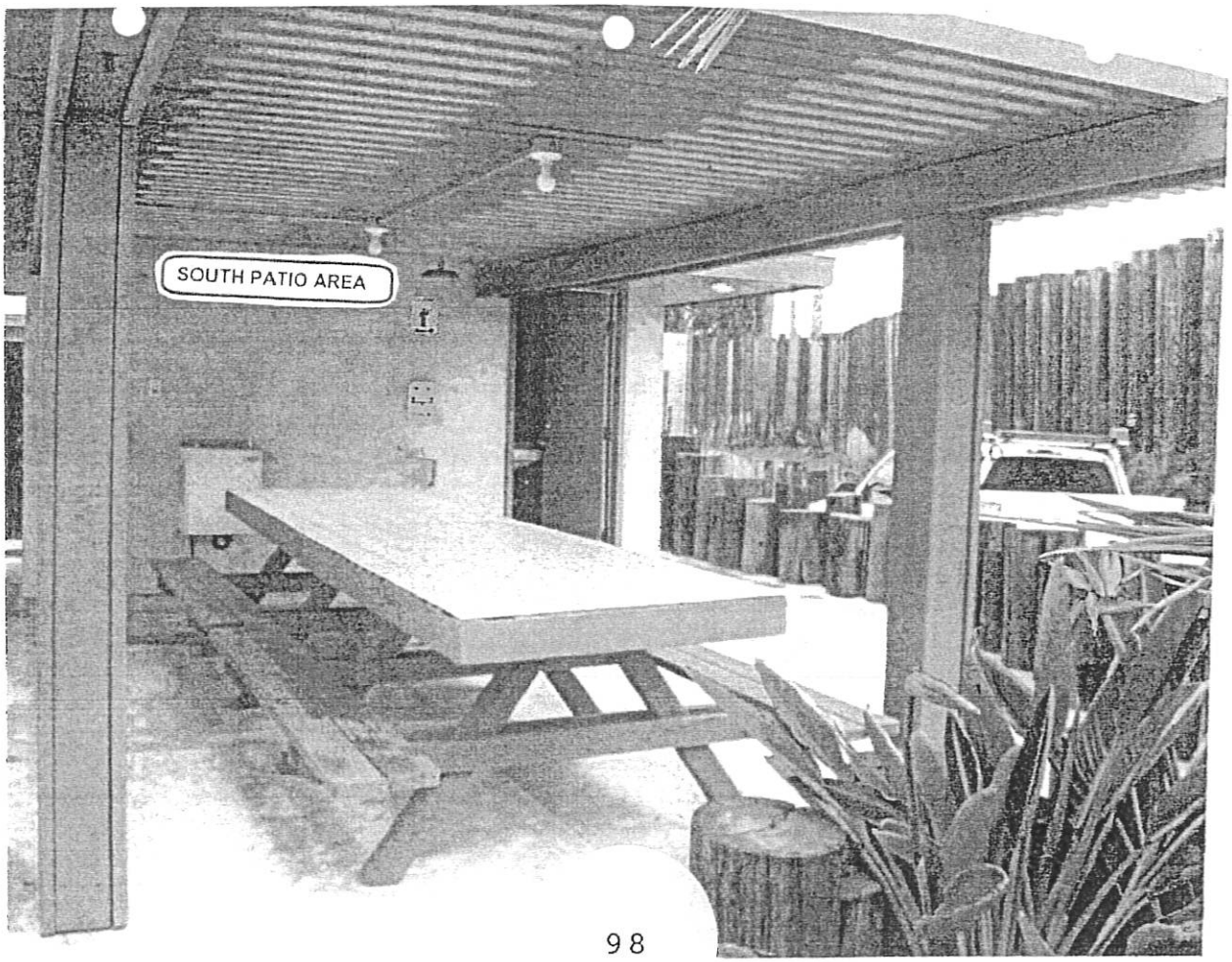
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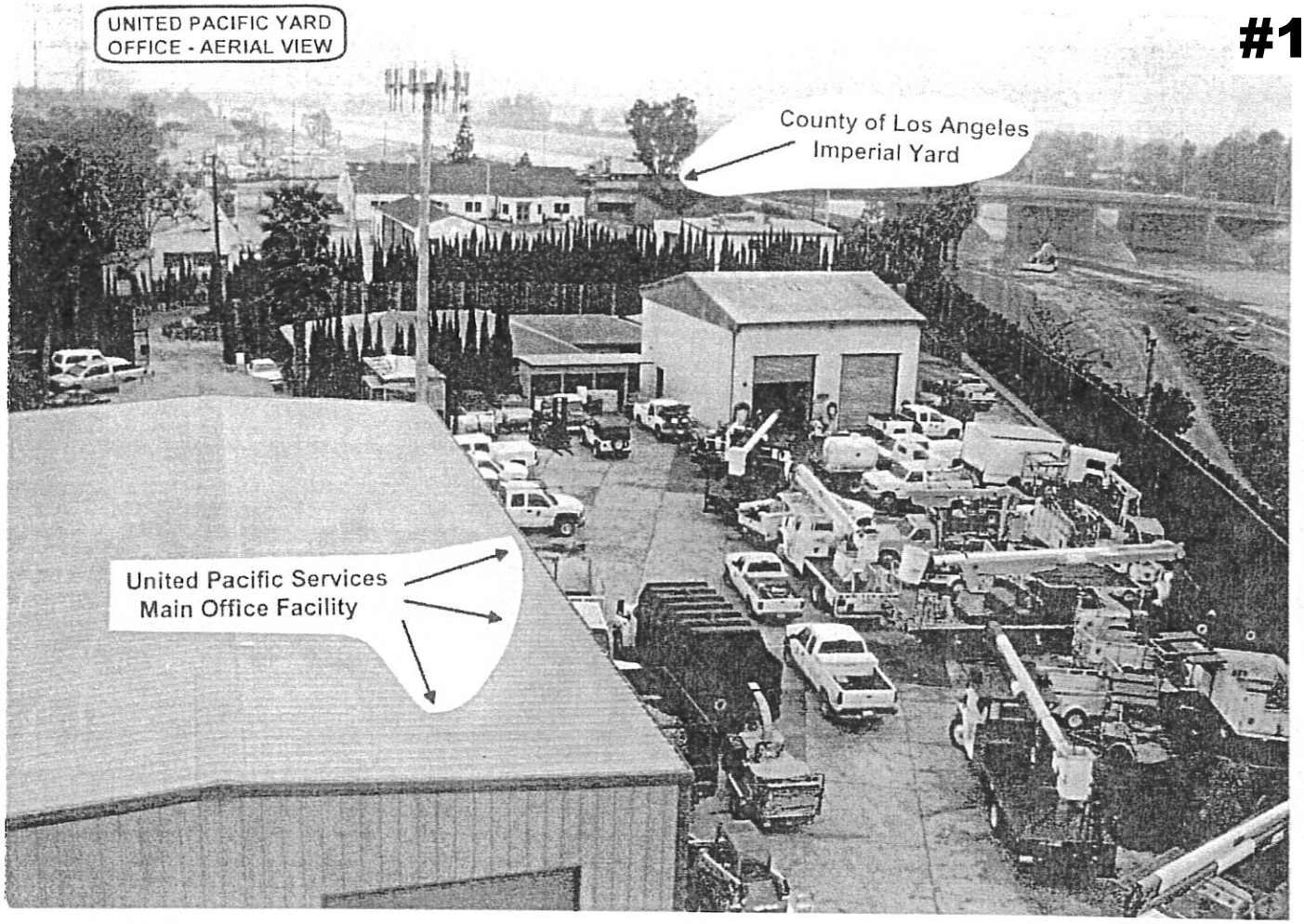

UNITED PACIFIC SERVICES
ENTRANCE - SOUTH SIDE
END


UNITED PACIFIC SERVICES
ENTRANCE - SOUTH SIDE
END

#16.


UNITED PACIFIC SERVICES
ENTRANCE - SOUTH SIDE

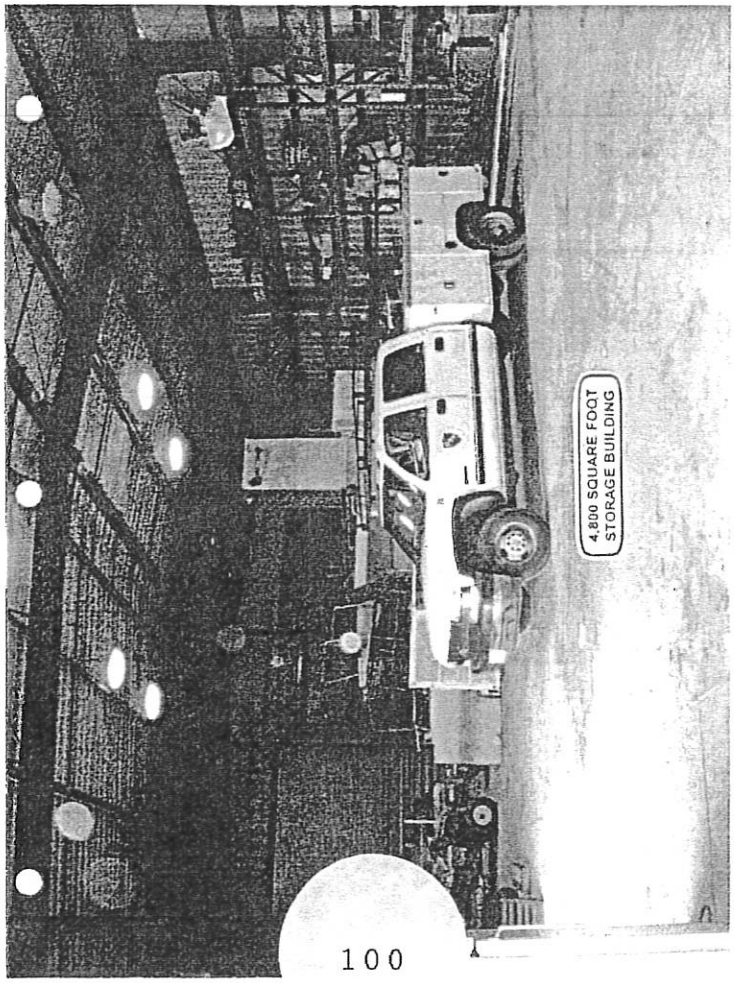

SOUTH PATIO AREA


UNITED PACIFIC YARD
OFFICE - AERIAL VIEW
County of Los Angeles
Imperial Yard
United Pacific Services
Main Office Facility

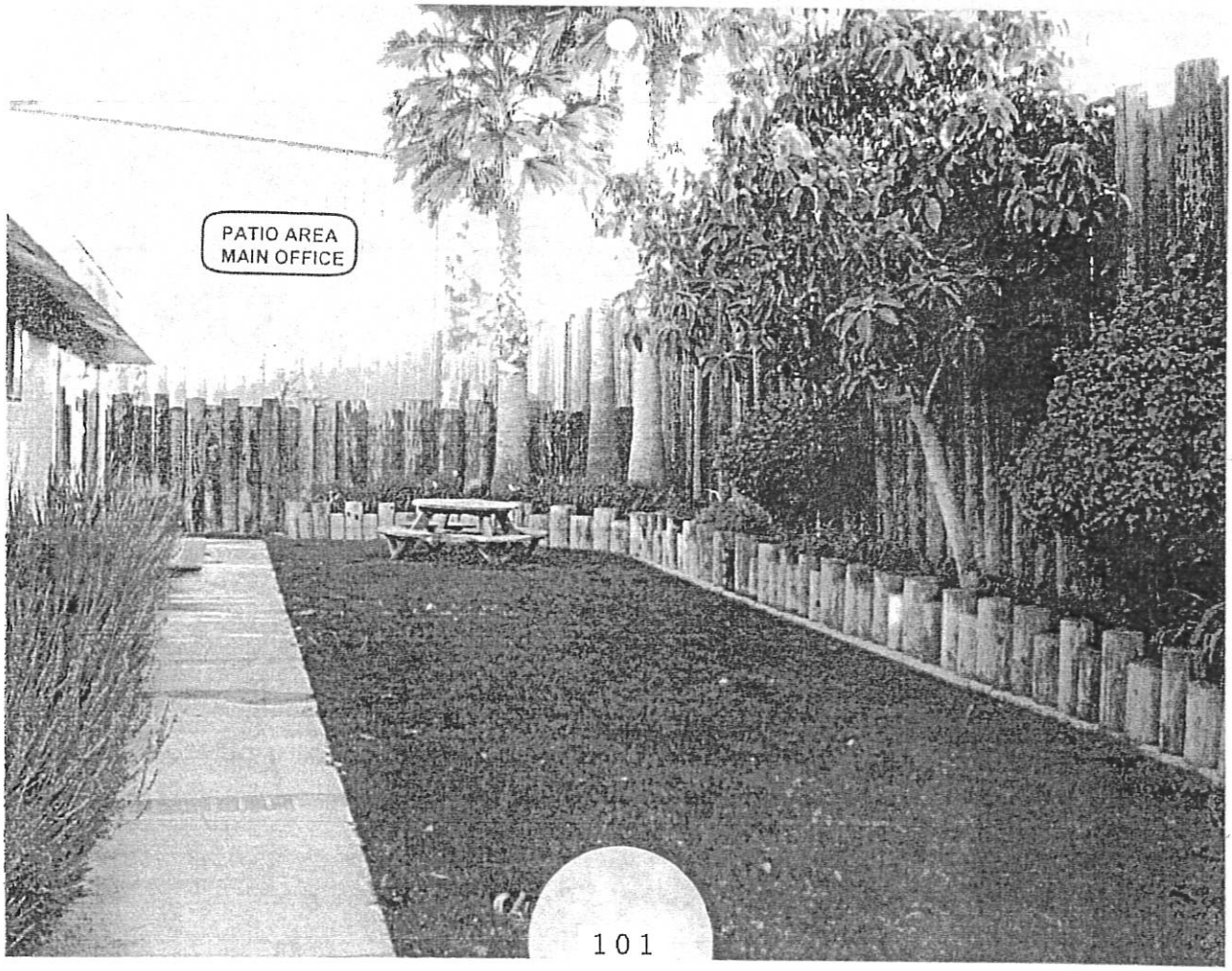

UNITED PACIFIC YARD

#16.

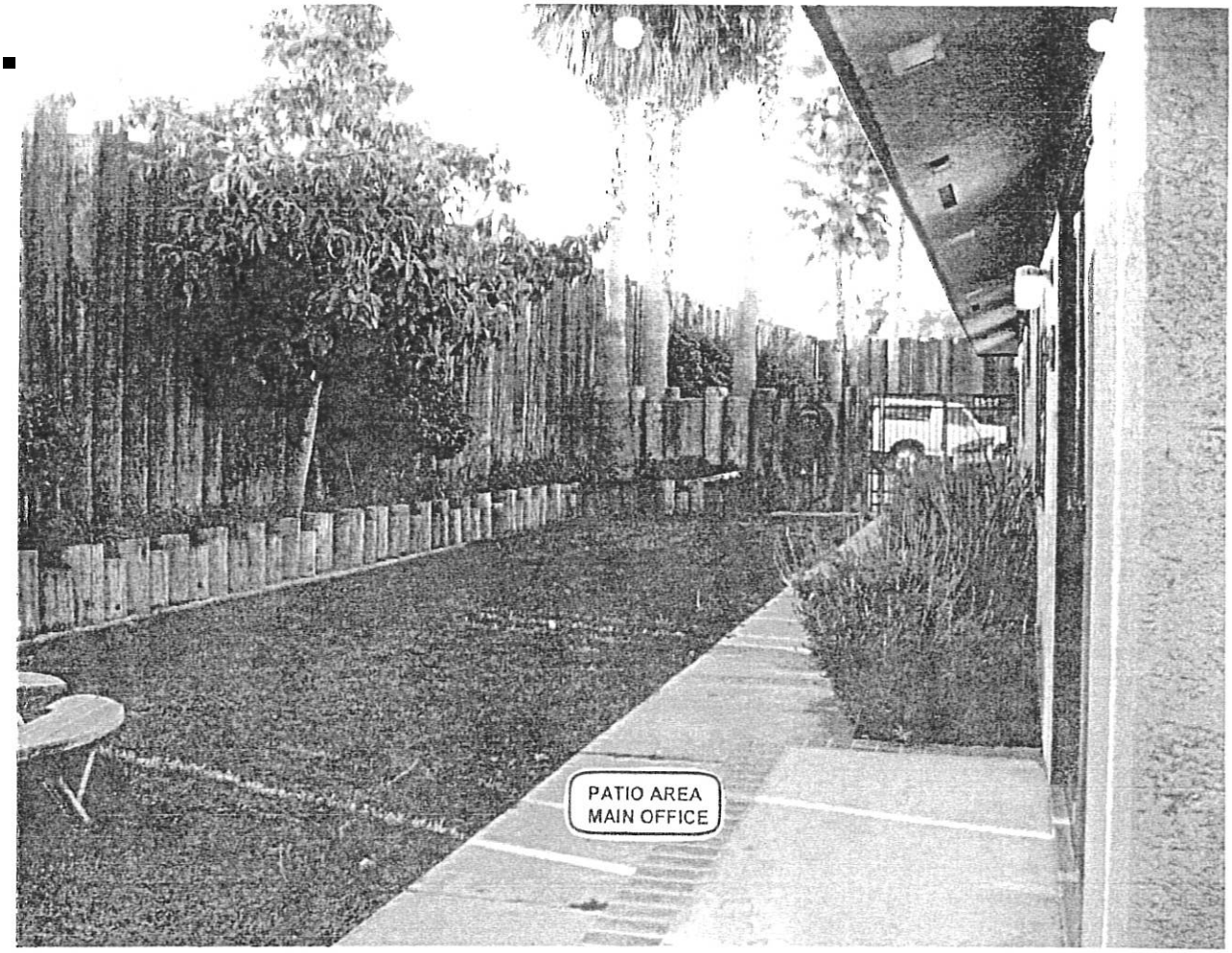


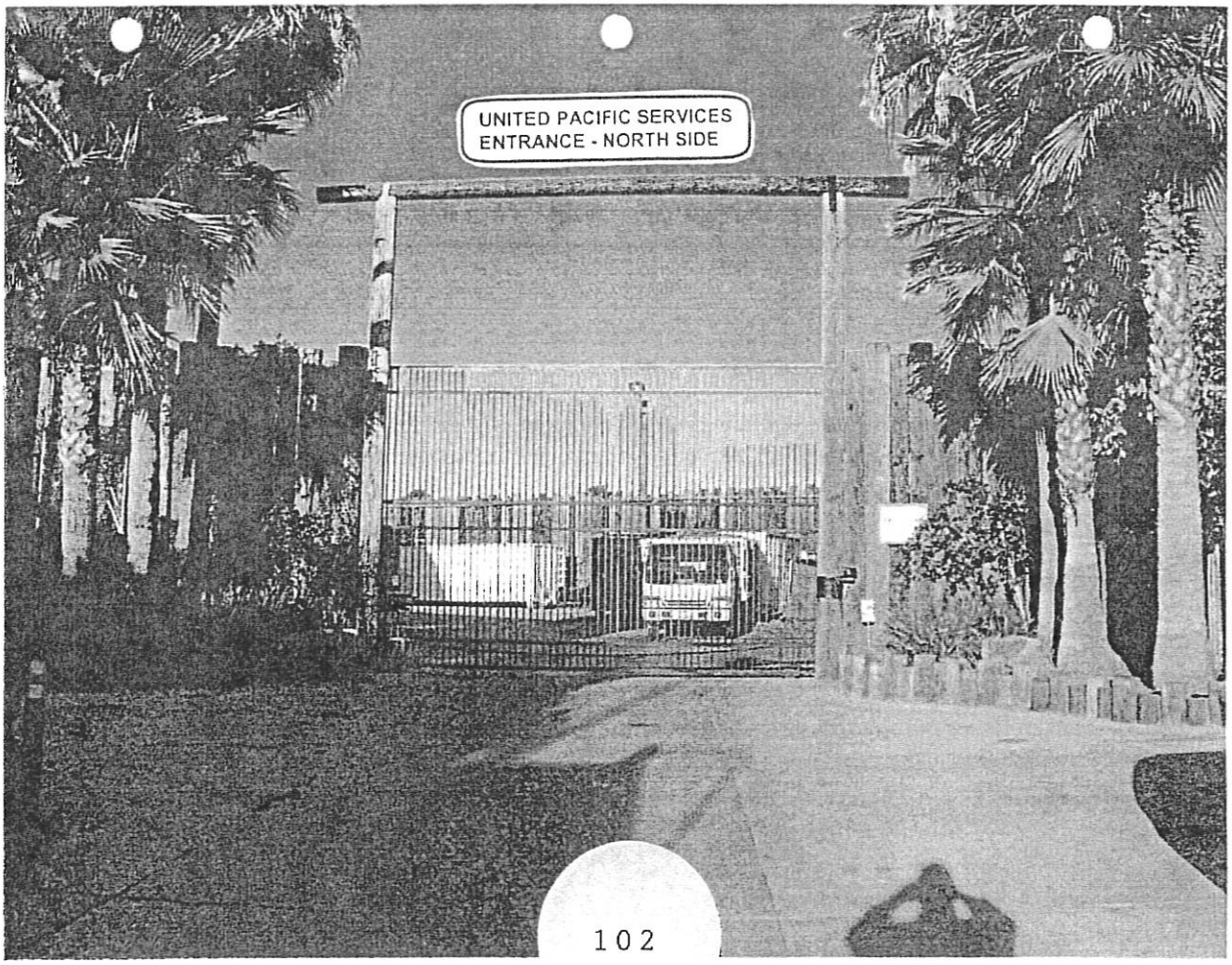



OFF-STREET PARKING
MAIN OFFICE

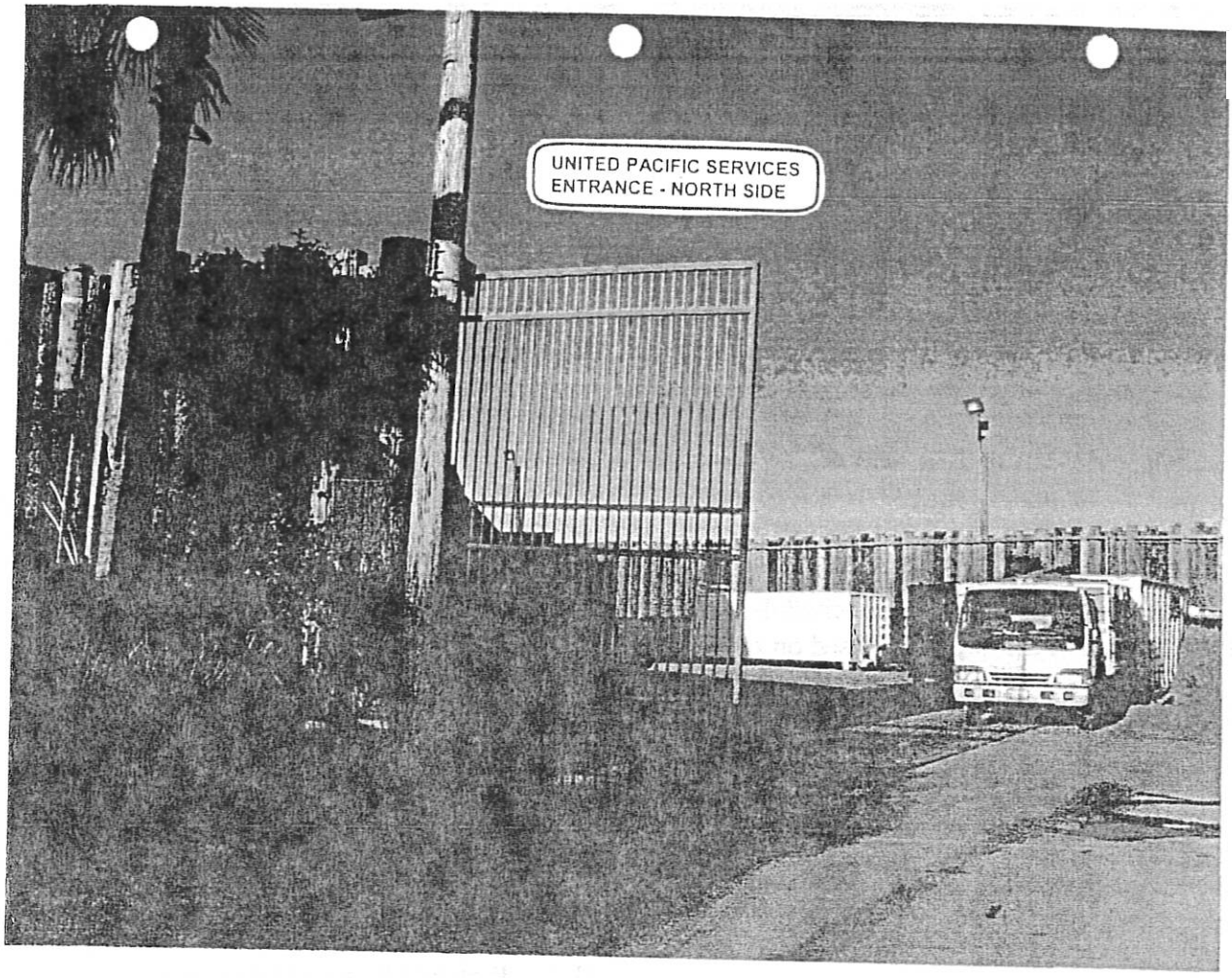

PATIO AREA
MAIN OFFICE

#16.


PATIO AREA
MAIN OFFICE


UNITED PACIFIC SERVICES
ENTRANCE - NORTH SIDE

#16.



Annual Pruning Program / Community Forest Study

CITY OF COMPTON

In order to develop the best possible Annual Pruning Program for the City of Compton we must first do a comprehensive evaluation of the city's Urban Forest. If we are awarded the annual tree maintenance contract we will provide the following staff to accomplish this task:

1.) Eric L. Franklin, Certified Arborist / Utility Specialist #WE-2158AU
2.) Jack Mooring, Certified Arborist #WE-0905A and Municipal Arborist
3.) Renee Mooring, Certified Arborist #WE-10452A and Municipal Arborist

The frequency of our trimming schedule will be based on available funds during each fiscal year and the condition of the trees and based on a schedule that is approved by the city. Each July we will meet with city staff to determine the city's annual tree maintenance schedule based on the following:

1.) Grid Trimming
2.) Aesthetic Trimming
3.) Palm trimming
4.) Tree removal
5.) Planting
6.) Root Barrier Installation
7.) Tree watering
8.) Crew rental
9.) Tree inventory
10.) Root pruning
11.) Park and Slope tree pruning

We will also determine which trees are to be Aesthetic trimmed, trees to be removed, trees to be planted, watering of trees schedule, root pruning and installing root barrier and trimming palm trees throughout the city. Our trimming schedule will always be flexible to accommodate any short falls in the city's annual budget and target work that best meets the city's priorities

UPON AWARD OF CONTRACT WE WILL DO THE FOLLOWING:

MASTER PLAN

1.) Meet with the City's Authorized Representative to discuss a comprehensive trimming program for the City's Urban Forest. Our recommendation will be based on our inspection of the city's Urban Forest and the condition of the city's trees in various areas of the city.

2.) Schedule a crew to start the trimming program based on a schedule that is developed between our staff and the city's Urban Forestry staff. We recommend the following schedule subject to city approval.

A. Prioritize the trimming of the major streets throughout the city.
B. Prioritize the trimming of any dangerous trees in the city.
C. Prioritize the removal of dead trees and dangerous limbs/branches throughout the city.
D. Prioritize the next grid area to trimmed

3.) Within the first year of award of contract perform a ultra-sound test on the city's palms to determine their health/condition. This test will be done every two to three years at no charge to the city.

4.) Install a new tree inventory software package to start a new GPS tree data base when we do the actual trimming/removal/planting of trees throughout the city. This will either be a net-work or web based system.

IN CLOSING:

Our 1.5 acre shop and office is located at 5529 Leeds Street in the City of South Gate. We are three miles from the City of Compton that will enable us to respond to any emergency situation that might occur within 30 minutes to one hour seven days per week. We are a local company that has invested over $5 million in specialized tree meantenance equipment from our 95' aerial truck to our tractor loaders and heavy roll-off trucks we have the equipment to support our field crews.

Our crew(s) size will be determined by a joint meeting with city staff and our staff as we outline a schedule that is best suited for the City's Urban Forest based on the City's annual budget. United Pacific will always be flexable in scheduling both a small and a large crew(s) that meets and exceeds the requirements of the contract.

Our goal is to work with city staff as their partner as we structure a sound business plan that incorporates the needs of the city's residents while meeting the requirements of the contract.

COMMUNICATION CELL PHONE NUMBERS - 24/7:

1.)	Gus K. Franklin	562.254.0749	President/CEO
2.)	Eric Franklin	562.254.0746	Executive Vice President
3.)	Jack Mooring	562.254.1196	Vice President/General Manager
4.)	Renee Mooring	562.244.0665	Vice President/Tree Inventory
5.)	Antonio Gomez	562.254.1903	Field Supervisor
6.)	Jose Torres	562.244.2890	Field Supervisor
7.)	Leo Ramirez	562.254.3158	Field Supervisor
8.)	Johnny Atkins	562.254.3160	Field Supervisor

It is extremly important to United Pacific that the city can reach us 24 hours per day seven days a week. All of our business cards essued to our employees list 16 employees with their cell phone numbers in case of an emergency situation. Communication and reachability with our staff is vital in creating a working relationship at all times with city staff. If you have any questions concerning our proposal please call me at 562.691.4600, ext 225 or call my cell phone at 562.254.0749.

Very Truly Yours,

Gus K. Franklin
President

#16.

UNITED PACIFIC SERVICES
WEB BASED TREE INVENTORY

TreeKeeper Tree Inventory Software

For a free demonstration of the "TreeKeeper" web based Tree inventory Software please go on the Internet To: TreeKeeperonline.com and register as a guest

The "TreeKeeper" web based tree inventory is sold by the Davey Resource Group a division of the Davey Tree Expert Company. They can be reached at (661) 964-7158

REFERENCES:

1.) Giovanni Amador
Supervisor Tree Division
City of Downey
(562) 904-7192

2.) Laura Bauernfeind
Forester (Principal Grounds Maintenance Supervisor)
City of Los Angeles Recreation and Parks Department
(213) 485-3675

3.) Dorothy Abeyta
Special Districts Urban Forester
City of San Jose
(408) 794-1924

4.) Michael Gerold-Neumann
Urban Forester
City of Roseville
(916) 774-5579

UNITED PACIFIC SERVICES,INC

WORK SUMMARY REPORT DATE: 01/20/16
INVOICE NUMBER: 16-0120-2

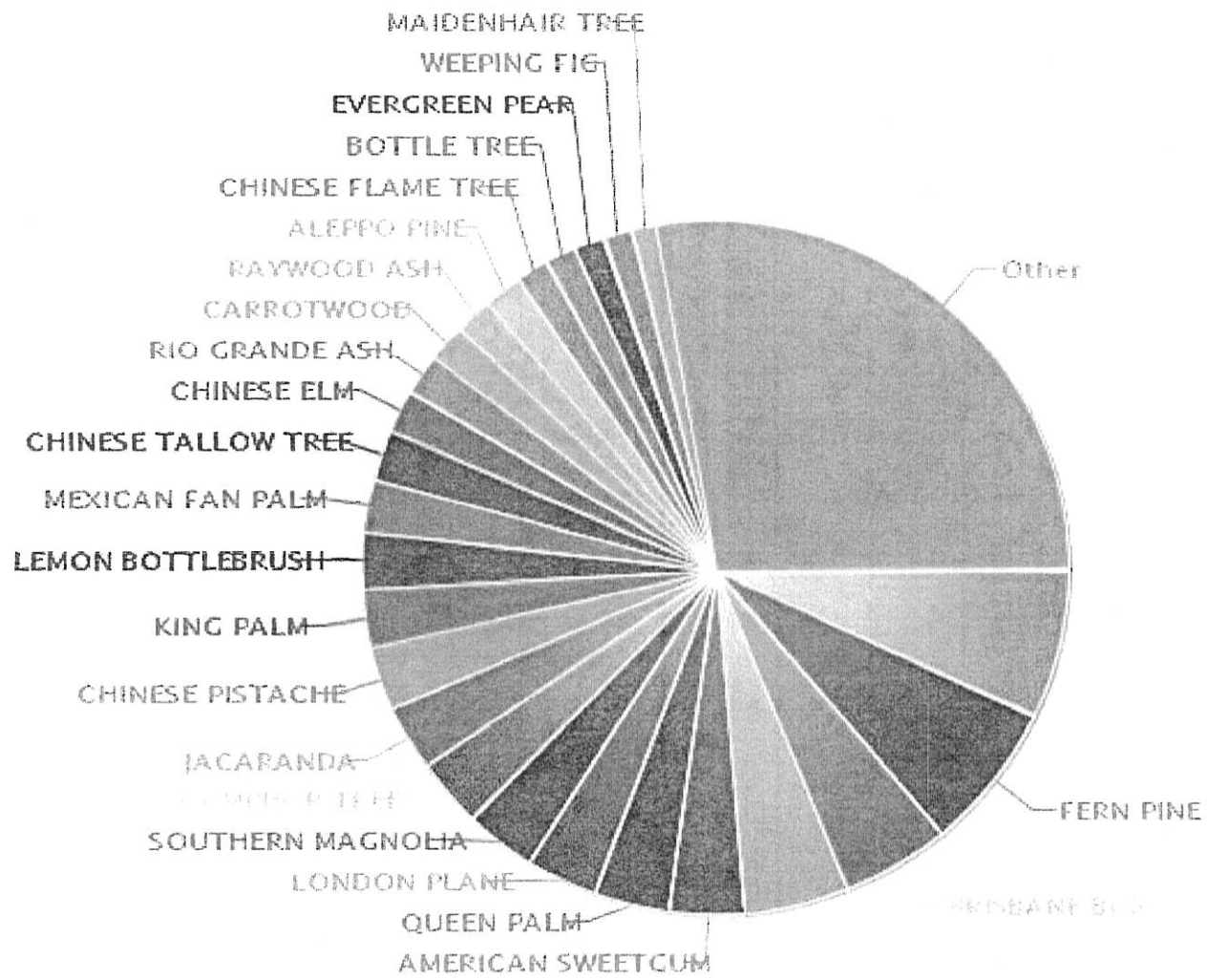
15-16 Tree Maintenance Services - P.O. 31-12773
15-16 Engineering Department - 99-13041

CITY OF DOWNEY REPORT NUMBER 26

	SUMMARY BY COST	Quantity	U/M	Unit Price	COUNT	Total
1	Grid Trimming	4953	EACH	$37.00		$183,261.00
2	Service Request/Aesthetic Trimming	823	EACH	$80.00		$65,840.00
3	Service Request/Aesthetic Trimming	39	EACH	$80.00		$3,120.00
4	Tree & Stump Removal (Engineering)	1882	INCH	$15.00	104	$28,230.00
5	Tree & Stump Removal (Annual Tree Maintenance)	1089	INCH	$15.00	71	$16,335.00
6	Furnish & Plant 24-Inch Box Tree		EACH	$215.00		$0.00
7	Crew Rental -3 Men	108	3-MEN	$165.00		$17,820.00
8	Stump Removal Only	112"	INCH	$9.00	13	$1,008.00
9	Root Prunning by Service Request		PER FOOT	$11.00		$0.00
10	Furnish & Install 12"Root Barrier		PER FOOT	$14.00		$0.00
11	Furnish & Install 18" Root Barrier		PER FOOT	$18.00		$0.00
12	Furnish & Install Biobarrier		PER FOOT	$28.00		$0.00
13	Furnish & Plant 36-Box tree		EACH	$750.00		$0.00
14	Plant City Furnished 15 Gallon Tree		EACH	$95.00		$0.00
15	Plant City Furnished 24-Inch Box Tree	50	EACH	$175.00		$8,750.00
16	Plant City Furnished 24-Inch Box Tree		EACH	$175.00		$0.00
17	Plant City Furnished 36-Inch Box Tree		EACH	$425.00		$0.00
18	Watering of Young Trees		PER DAY	$470.00		$0.00
19	ISA Certified Arborist Written Request	27	PER HOUR	$110.00		$2,970.00
20	ISA Certified Arborist Written Request	18	PER HOUR	$110.00		$1,980.00
21	Groundperson-Labor Rate	81	PER HOUR	$60.00		$4,860.00
22	Equipment Operator-Labor Rate	55	PER HOUR	$60.00		$3,300.00
23	Trimmer -Labor Rate	87.5	PER HOUR	$65.00		$5,687.50
24	Emergency Crew-3 Person 7:00 AM to 7:00 PM	41.5	3-MAN CREW	$195.00		$9,652.00
25	Emergency Crew-3 Person 7:00 PM to 7:00 AM	4.5	3-MAN CREW	$240.00		$1,080.00
		TOTAL THIS INVOICE-ENGINEERING				$1,200.00
		Year to date total for Engineering				$42,080.00
		Annual Tree Maintenance Budget				$500,000.00
		TOTAL THIS INVOICE-Tree Maintenance				$0.00
		Year to date Summary for Annual Tree Maintenance Completed				$311,814.00
		Annual Tree Maintenance Budget remaining				$188,186.00

SAMPLE

City of Downey Species Percentage



KING PALM LEMON BOTTLEBRUSH MEXICAN FAN PALM CHINESE TALLOW TF

City of Downey

Species Percentage

Species	Count	Percentage(%)
CRAPE MYRTLE (Lagerstroemia indica)	1230	7.02
FERN PINE (Podocarpus gracilior)	1218	6.95
BRISBANE BOX (Lophostemon confertus)	869	4.96
CANARY ISLAND PINE (Pinus canariensis)	836	4.77
AMERICAN SWEETGUM (Liquidambar styraciflua)	609	3.48
QUEEN PALM (Syagrus romanzoffianum)	601	3.43
LONDON PLANE (Platanus acerifolia)	578	3.3
SOUTHERN MAGNOLIA (Magnolia grandiflora)	570	3.25
CAMPHOR TREE (Cinnamomum camphora)	555	3.17
JACARANDA (Jacaranda mimosifolia)	536	3.06
CHINESE PISTACHE (Pistacia chinensis)	527	3.01
KING PALM (Archontophoenix cunninghamiana)	482	2.75
LEMON BOTTLEBRUSH (Callistemon citrinus)	450	2.57
MEXICAN FAN PALM (Washingtonia robusta)	432	2.47
CHINESE TALLOW TREE (Sapium sebiferum)	401	2.29
CHINESE ELM (Ulmus parvifolia)	343	1.96
RIO GRANDE ASH (Fraxinus velutina 'Rio Grande')	336	1.92
CARROTWOOD (Cupaniopsis anacardioides)	304	1.74
RAYWOOD ASH (Fraxinus angustifolia oxycarpa)	304	1.74
ALEPPO PINE (Pinus halepensis)	303	1.73
CHINESE FLAME TREE (Koelreuteria bipinnata)	264	1.51
BOTTLE TREE (Brachychiton populneus)	250	1.43
EVERGREEN PEAR (Pyrus kawakamii)	239	1.36
WEEPING FIG (Ficus benjamina)	228	1.3
MAIDENHAIR TREE (Ginkgo biloba)	202	1.15
ORNAMENTAL PEAR (Pyrus calleryana)	188	1.07
AUSTRALIAN WILLOW (Geijera parviflora)	175	1

#16.

City of Downey
Species Percentage

BLACK ACACIA (Acacia melanoxylon)	136	0.78
SILVER DOLLAR GUM (Eucalyptus polyanthemos)	126	0.72
RED GUM (Eucalyptus camaldulensis)	125	0.71
SHAMEL ASH (Fraxinus uhdei)	119	0.68
HOLLY OAK (Quercus ilex)	112	0.64
SAWTOOTH ZELKOVA (Zelkova serrata)	102	0.58
CAJEPUT TREE (Melaleuca quinquenervia)	102	0.58
Trumpet-tree (Tabebuia species)	100	0.57
TULIP TREE (Liriodendron tulipifera)	100	0.57
NEW ZEALAND CHRISTMAS TREE (Metrosideros excelsus)	99	0.57
BRONZE LOQUAT (Eriobotrya deflexa)	93	0.53
CALIFORNIA PEPPER (Schinus molle)	92	0.53
INDIAN LAUREL FIG (Ficus microcarpa 'Nitida')	87	0.5
CALIFORNIA SYCAMORE (Platanus racemosa)	82	0.47
BRAZILIAN PEPPER (Schinus terebinthifolius)	81	0.46
CAROLINA LAUREL CHERRY (Prunus caroliniana)	79	0.45
GLOSSY PRIVET (Ligustrum lucidum)	75	0.43
CHITALPA (Chitalpa tashkentensis)	72	0.41
WHITE MULBERRY (Morus alba)	67	0.38
SWEETSHADE (Hymenosporum flavum)	66	0.38
PURPLE ROBE LOCUST (Robinia pseudoacacia 'Purple Robe')	64	0.37
WINDMILL PALM (Trachycarpus fortunei)	64	0.37
JAPANESE PAGODA TREE (Sophora japonica)	63	0.36
CALIFORNIA FAN PALM (Washingtonia filifera)	61	0.35
PINE (Pinus spp.)	58	0.33
DEODAR CEDAR (Cedrus deodara)	58	0.33
ARIZONA ASH (Fraxinus velutina)	57	0.33
Jerusalem thorn (Parkinsonia aculeata)	57	0.33

City of Downey

Species Percentage

COAST LIVE OAK (Quercus agrifolia)	56	0.32
SAGO PALM (Cycas revoluta)	56	0.32
WATER GUM (Tristania laurina)	48	0.27
FRASERS PHOTINIA (Photinia fraseri)	46	0.26
MOCK ORANGE (Pittosporum tobira)	41	0.23
BLACK LOCUST (Robinia pseudoacacia)	40	0.23
JAPANESE BLACK PINE (Pinus thunbergiana)	40	0.23
OLIVE (Olea europaea)	39	0.22
EDIBLE LOQUAT (Eriobotrya japonica)	39	0.22
AVOCADO (Persea americana)	38	0.22
DATE PALM (Phoenix dactylifera)	38	0.22
CAPE CHESTNUT (Calodendrum capense)	35	0.2
ITALIAN CYPRESS (Cupressus sempervirens)	33	0.19
CANARY ISLAND DATE PALM (Phoenix canariensis)	33	0.19
GOLDENRAIN TREE (Koelreuteria paniculata)	31	0.18
LEMON-SCENTED GUM (Eucalyptus citriodora)	31	0.18
MEDITERRANEAN FAN PALM (Chamaerops humilis)	29	0.17
MAJESTY PALM (Ravenea rivularis)	28	0.16
CATALINA CHERRY (Prunus lyonii)	27	0.15
ITALIAN STONE PINE (Pinus pinea)	27	0.15
ORCHID TREE (Bauhinia spp.)	27	0.15
HOLLYWOOD JUNIPER (Juniperus chinensis 'Torulosa')	26	0.15
TORREY PINE (Pinus torreyana)	26	0.15
RED IRONBARK (Eucalyptus sideroxylon)	25	0.14
SILK TREE (Albizia julibrissin)	25	0.14
PINE (Pinus contorta)	25	0.14
NORFOLK ISLAND PINE (Araucaria heterophylla)	24	0.14
SILVER MAPLE (Acer saccharinum)	24	0.14
PALM (Palm spp.)	24	0.14

City of Downey

Species Percentage

Acacia (Acacia baileyana)	23	0.13
PINK CRAPE MYRTLE (Lagerstroemia indica 'Pink')	23	0.13
Oak (Quercus douglassii)	22	0.13
PEACH (Prunus persica)	21	0.12
XYLOSMA (Xylosma congestum)	21	0.12
PURPLE-LEAF FLOWERING PLUM (Prunus cerasifera 'Atropurpurea')	20	0.11
SILK-FLOSS TREE (Chorisia speciosa)	20	0.11
PURPLE-LEAF PLUM (Prunus cerasifera)	19	0.11
DEAD TREE (Dead Tree)	19	0.11
LAVENDER TRUMPET TREE (Tabebuia avellanedae)	18	0.1
WILSON HOLLY (Ilex altaclarensis 'Wilsonii')	18	0.1
PURPLE ORCHID TREE (Bauhinia variegata)	17	0.1
HOLLY (Ilex spp.)	17	0.1
AMERICAN SYCAMORE (Platanus occidentalis)	17	0.1
ORANGE (Citrus sinensis)	15	0.09
PINK TRUMPET TREE (Tabebuia impetiginosa)	15	0.09
RUSTY LEAF FIG (Ficus rubiginosa)	15	0.09
WEEPING BOTTLEBRUSH (Callistemon viminalis)	15	0.09
GUAVA (Psidium guajava)	15	0.09
MARINA STRAWBERRY TREE (Arbutus var. Marina)	15	0.09
PONYTAIL PALM (Nolina recurvata)	14	0.08
PAPAYA (Carica papaya)	14	0.08
CYPRESS (Cupressus spp.)	14	0.08
EDIBLE FIG (Ficus carica)	13	0.07
ROUND-LEAFED SWEETGUM (Liquidambar styraciflua 'Rotundiloba')	13	0.07
Brush cherry (Syzgium australe)	13	0.07
Plumeria (Plumeria spp.)	13	0.07
Oriental arborvitae (Platycladus orientalis)	13	0.07
STAR PINE (Araucaria columnaris)	13	0.07
LEMON (Citrus limon)	13	0.07
ROUGH-SHELL MACADAMIA (Macadamia tetraphylla)	12	0.07
PINDO PALM (Butia capitata)	12	0.07

City of Downey
Species Percentage

GOLD MEDALLION TREE (Cassia leptophylla)	12	0.07
MODESTO ASH (Fraxinus velutina 'Modesto')	12	0.07
CHINESE FRINGE TREE (Chionanthus retusus)	12	0.07
PEPPERMINT TREE (Agonis flexuosa)	12	0.07
SWAMP MAHOGANY (Eucalyptus robusta)	12	0.07
COAST REDWOOD (Sequoia sempervirens)	11	0.06
RUBBER TREE (Ficus elastica)	11	0.06
EUCALYPTUS (Eucalyptus species)	11	0.06
INCENSE CEDAR (Calocedrus decurrens)	11	0.06
YUCCA (Yucca spp.)	11	0.06
OLEANDER (Nerium oleander)	11	0.06
GUADALUPE PALM (Brahea edulis)	11	0.06
FREMONT COTTONWOOD (Populus fremontii)	11	0.06
TIPU (Tipuana tipu)	10	0.06
QUEENSLAND PITTOSPORUM (Pittosporum rhombifolium)	10	0.06
APPLE (Malus domestica)	10	0.06
ATLAS CEDAR (Cedrus atlantica)	10	0.06
African tulip tree (Spathodea campanulata)	9	0.05
Madras thorn (Pithecellobium dulce)	9	0.05
COASTAL TEATREE (Leptospermum laevigatum)	9	0.05
FRANGIPANI (Plumeria rubra)	9	0.05
Eastern redbud (Cercis canadensis)	8	0.05
CHINABERRY (Melia azedarach)	7	0.04
AFRICAN RED ALDER (Cunonia capensis)	7	0.04
GOLDEN TRUMPET TREE (Tabebuia chrysotricha)	7	0.04
TREE OF HEAVEN (Ailanthus altissima)	7	0.04
ROSE-OF-SHARON (Hibiscus syriacus)	7	0.04
KAFFIRBOOM CORAL TREE (Erythrina caffra)	7	0.04
SWEET BAY (Laurus nobilis)	7	0.04
JUNIPER (Juniperus spp.)	7	0.04

City of Downey
Species Percentage

JAPANESE MAPLE (Acer palmatum)	7	0.04
JAPANESE FLOWERING CHERRY (Prunus serrulata)	6	0.03
HONEY LOCUST (Gleditsia triacanthos)	6	0.03
FIDDLELEAF FIG (Ficus lyrata)	6	0.03
VICTORIAN BOX (Pittosporum undulatum)	6	0.03
POMEGRANATE (Punica granatum)	6	0.03
STONE FRUIT (Prunus spp.)	6	0.03
WEEPING WILLOW (Salix babylonica)	6	0.03
Chaya (Cnidoscolus aconitifolius)	5	0.03
PLUM (Prunus domestica)	5	0.03
ENGLISH WALNUT (Juglans regia)	5	0.03
CHINESE HIBISCUS (Hibiscus rosa-sinensis)	5	0.03
PINEAPPLE GUAVA (Feijoa sellowiana)	5	0.03
VALLEY OAK (Quercus lobata)	5	0.03
EUROPEAN HACKBERRY (Celtis australis)	5	0.03
MONTEREY PINE (Pinus radiata)	5	0.03
PERUVIAN PEPPER (Schinus polygamus)	5	0.03
BLUE GUM (Eucalyptus globulus)	5	0.03
RED FLOWERING GUM (Eucalyptus ficifolia)	5	0.03
PECAN (Carya illinoinensis)	5	0.03
White leadtree (Leucaena leucocephala)	5	0.03
EUROPEAN WHITE BIRCH (Betula pendula)	5	0.03
Pink flame tree (Brachychiton discolor)	5	0.03
LITTLE GEM MAGNOLIA (Magnolia grandiflora 'Little Gem')	5	0.03
WESTERN JUNIPER (Juniperus occidentalis)	5	0.03
FICUS (Ficus species)	5	0.03
SMOKETREE SPURGE (Euphorbia cotinifolia)	4	0.02
LIME (Citrus aurantifolia)	4	0.02
Schefflera (Schefflera species)	4	0.02

City of Downey
Species Percentage

WHITE ALDER (Alnus rhombifolia)	4	0.02
CHINESE HACKBERRY (Celtis sinensis)	4	0.02
MAGNOLIA (Magnolia stellata)	4	0.02
DRAGON TREE (Dracaena draco)	4	0.02
Japanese persimmon (Diospyros kaki)	4	0.02
RED MAPLE (Acer rubrum)	4	0.02
Chinese sweetgum (Liquidambar formosana)	4	0.02
WESTERN CATALPA (Catalpa speciosa)	4	0.02
YELLOW ELDER (Tecoma stans)	4	0.02
TOYON (Heteromeles arbutifolia)	4	0.02
River koko (Inga vera)	3	0.02
SYDNEY GOLDEN WATTLE (Acacia longifolia)	3	0.02
SOUTHERN LIVE OAK (Quercus virginiana)	3	0.02
SAUCER MAGNOLIA (Magnolia soulangiana)	3	0.02
WESTERN REDBUD (Cercis occidentalis)	3	0.02
JAPANESE PRIVET (Ligustrum japonicum)	3	0.02
CORK OAK (Quercus suber)	3	0.02
Oak (Quercus species)	3	0.02
PYGMY DATE PALM (Phoenix roebelenii)	3	0.02
Palm (Wodyetia bifurcata)	3	0.02
APRICOT (Prunus armeniaca)	3	0.02
KAFFIR PLUM (Harpephyllum caffrum)	3	0.02
PALM (Livistona chinensis)	3	0.02
AFRICAN SUMAC (Rhus lancea)	3	0.02
CAROB (Ceratonia siliqua)	2	0.01
MAPLE TRIDENT (Acer buergeranum)	2	0.01
YEW PINE (Podocarpus macrophyllus)	2	0.01
Elm hybrid (Ulmus x hybrid)	2	0.01
TAIWAN CHERRY (Prunus campanulata)	2	0.01
Cherimoya (Annona cherimola)	2	0.01
Grapefruit (Citrus paradisi)	2	0.01

City of Downey

Species Percentage

GINKGO AUTUMN GOLD (Ginkgo biloba 'Autumn Gold')	2	0.01
PALM (Howea forsteriana)	2	0.01
BOTTLEBRUSH (Callistemon spp.)	2	0.01
DESERT GUM (Eucalyptus rudis)	2	0.01
SILK OAK (Grevillea robusta)	2	0.01
MANGO (Mangifera indica)	2	0.01
NEW ZEALAND CHASTE TREE (Vitex lucens)	2	0.01
KUMQUAT (Citrus japonica)	2	0.01
DWARF UMBRELLA TREE (Schefflera arboricola)	2	0.01
FRINGE TREE (Chionanthus virginicus)	1	0.01
ALMOND (Prunus amygdalus)	1	0.01
SWEET CHERRY (Prunus avium)	1	0.01
PRIVET (Ligustrum confusum)	1	0.01
CABBAGE PALM (Sabal palmetto)	1	0.01
SPOTTED GUM (Eucalyptus maculata)	1	0.01
TUPIDANTHUS (Tupidanthus calyptratus)	1	0.01
SIBERIAN ELM (Ulmus pumila)	1	0.01
White sapote (Casimiroa edulis)	1	0.01
Japanese blueberry tree (Elaeocarpus decipiens)	1	0.01
Hediondilla (Senna nitida)	1	0.01
BISMARCK PALM (Bismarckia nobilis)	1	0.01
HONG KONG ORCHID TREE (Bauhinia blakeana)	1	0.01
POPCORN CASSIA (Senna didymobotrya)	1	0.01
Rocky mountain juniper (Juniperus scopulorum)	1	0.01
PRINCESS FLOWER (Tibouchina urvilleana)	1	0.01
GREEN DRACAENA (Cordyline australis)	1	0.01
NEEM TREE (Azadirachta indica)	1	0.01
EUPHORBIA (Euphorbia spp.)	1	0.01
MAGNOLIA SPECIES (Magnolia species)	1	0.01
DOUBLE FLOWERING PLUM (Prunus x bliriana)	1	0.01
JUJUBE (Ziziphus jujube)	1	0.01

City of Downey

Species Percentage

SWEET MICHELIA (Michelia doltsopa)	1	0.01
PIGEON BERRY (Duranta erecta)	1	0.01
BIRD OF PARADISE TREE (Strelitzia nicolai)	1	0.01
MYOPORUM (Myoporum laetum)	1	0.01
CUSTARD APPLE (Annona reticulata)	1	0.01
BLUE POTATO BUSH (Lycianthes rantonnetii)	1	0.01
DESERT WILLOW (Chilopsis linearis)	1	0.01
CITRUS (Citrus species)	1	0.01
OAK (Quercus rubra)	1	0.01
MANNA GUM (Eucalyptus viminalis)	1	0.01
17515 found,		
247 distinct Species		
Downey, CA	*TreeKeeper 7*	

TreeKeeper® Suite

Davey Resource Group, a division of The Davey Tree Expert Company, has offered the TreeKeeper® tree management software system to customers across North America for more than 20 years. Utilizing this technology, we have successfully provided urban and community forest management solutions to some of the industry's most discerning clients, including municipalities, universities, cemeteries, and theme park attractions. Our TreeKeeper® management software system was designed by arborists and urban forestry professionals to meet the demands of their peers and other professional tree managers. The depth of functionality, including a fully customizable design model, robust reporting capabilities, a web-based operating platform, and interactive mobile and community applications is what separates TreeKeeper® from other software programs.

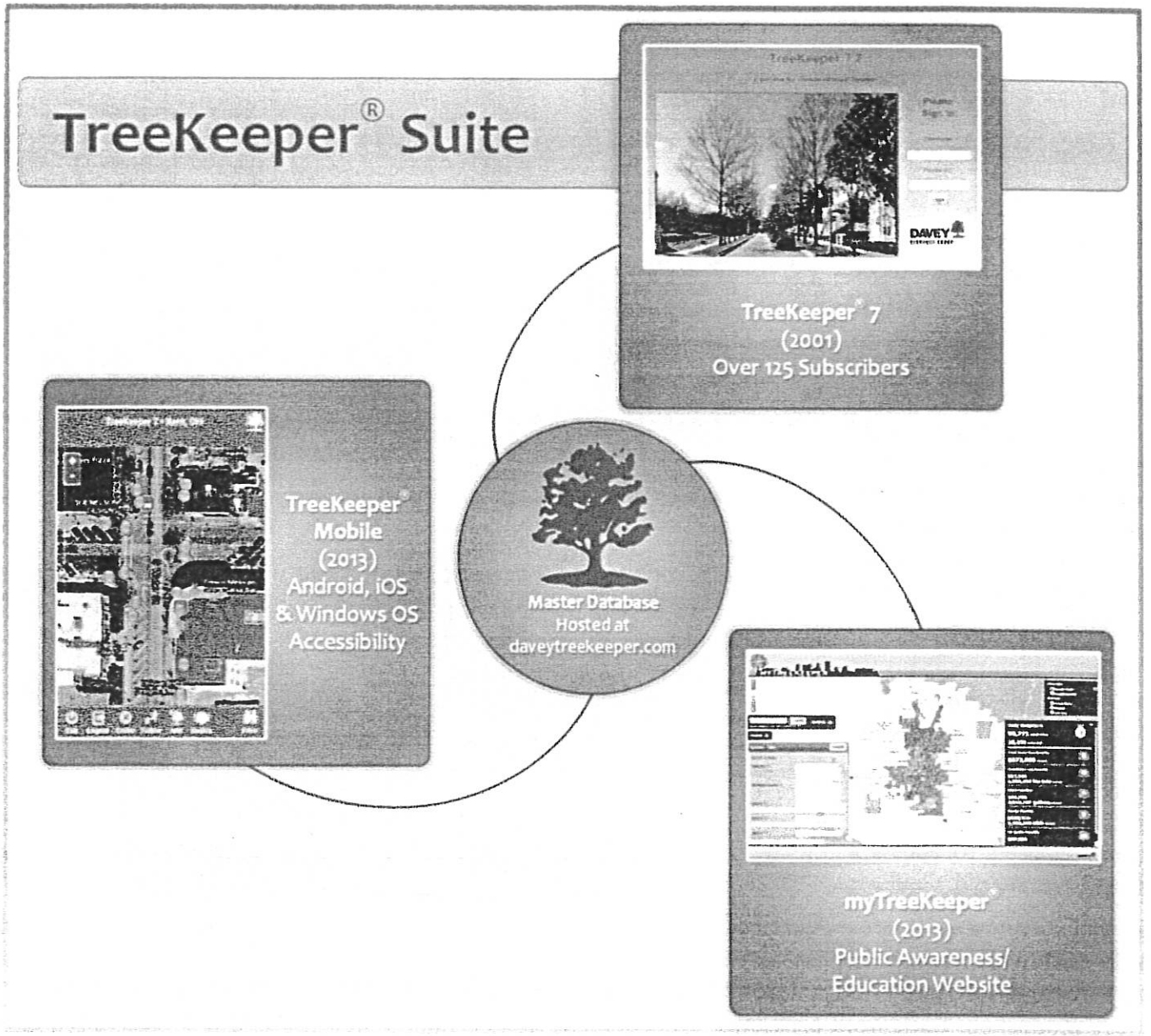
Our ability to listen to our clients and understand their needs in tracking dynamic tree data has driven the evolution of TreeKeeper® to where it is today. Our internal geographic information system (GIS) and information technology (IT) group works directly with local GIS and IT departments. We recognize their need to use and access data outside of the main TreeKeeper® system and we have built several data extraction methods to accomplish this. Together, these components form the TreeKeeper® Suite.

Davey Resource Group has developed the TreeKeeper® Suite to have different points of access based on user need. The suite includes the TreeKeeper® 7 (TK7) version, which has been a market leader since its introduction in 2001. The suite also includes two new features: *TreeKeeper® Mobile* and *myTreeKeeper®*. *TreeKeeper® Mobile* is an application that allows access to the TreeKeeper® database from an Android™ OS, iOS, or Windows® mobile device. *myTreeKeeper®*, based off the i-Tree Streets model, is a public awareness website through which communities can share information about the benefits of the urban forest as well as individual trees of interest. All three of these software systems utilize the same database so any transaction on the underlying data occurs in real time, reflecting immediately in each system.

Davey Resource Group has built this suite as a series of modules, with each module available separately, to allow clients to acquire the specific tools to meet their needs. Davey Resource Group continues to add depth to these modules and introduces new modules as technology and urban forestry needs change over time.

The advantages of the TreeKeeper® Suite include:

- The ability to accommodate multiple users simultaneously, each with their own access level privileges (from read-only to full access) administered by you.
- The ability to allow team members with a security clearance access to the program from any computer with an Internet connection.
- Complete retention of data ownership, even if you decide that TK7 is not feasible to use anymore.

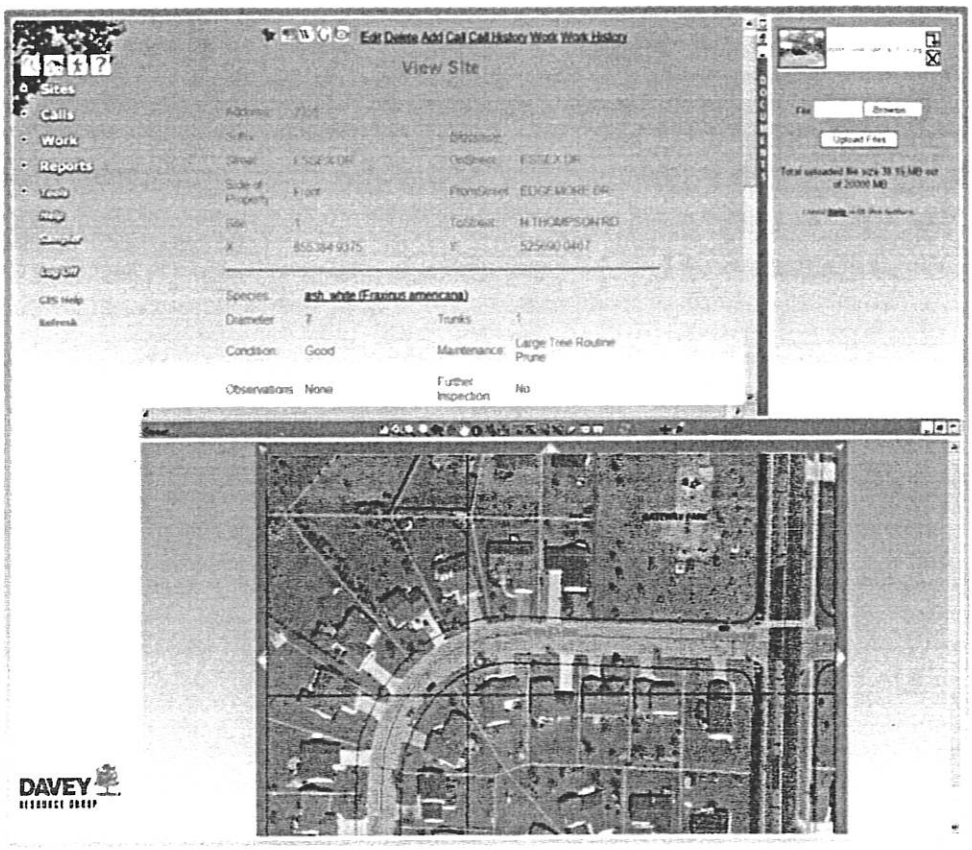


The TreeKeeper® Suite

#16.

TreeKeeper® 7, Tree Management Software

TK7 software is a comprehensive, state-of-the-art approach to urban forest management operations. TK7 is Davey Resource Group's flagship product and is a central piece of the TreeKeeper® Suite. TK7 is our most robust and well-rounded tree management software to date offering unique add-ons and data field options.



The View Site Screen, with attributes, associated images, and map snapshot.

This high-performance software facilitates the utilization and management of tree inventory databases and work records. It allows multiple users to access a large, centralized database to view and update data in real time over the Internet or an internal network through a web browser. With TK7, users can generate and monitor work orders, track production, track work performed on each tree, calculate maintenance activity costs, and plan for budgets and additional work.

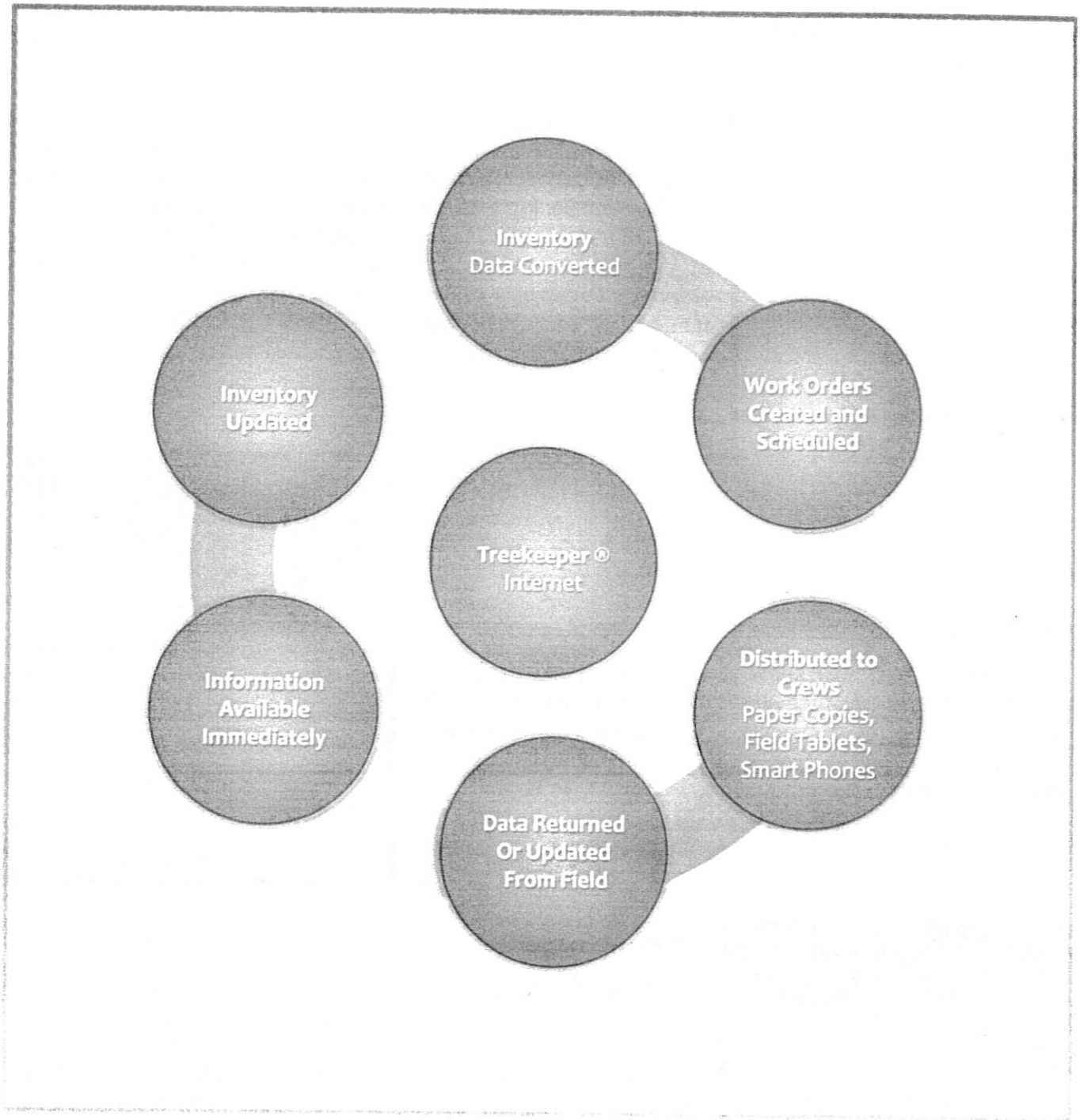
The TK7 system is optimized to work with forests of tree data at once with streamlined editing tools and data handling processes. Tools exist within the system to manipulate several sets of records at a time so the user does not need to address multiple changes of the database one record at a time.

A newer feature includes the ability for TK7 to link directly to treebenefits.com (the National Tree Benefit Calculator). In addition, the trunk method valuation formula that supports the USDA Community Tree Assessment is built in for appraisals.

TK7 is flexible enough that it can use GIS information, if available, but functions just as effectively if GIS information is not available.

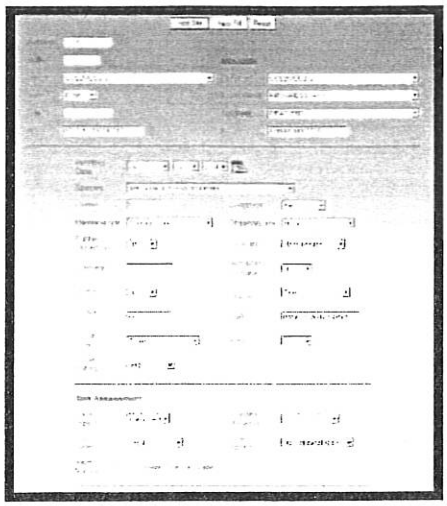
Try Davey Resource Group's TreeKeeper® 7 management software hands-on at www.davey.com/tk7.

The diagram below illustrates the ultimate goal of TreeKeeper® 7, which is to help make the tree inventory a living database. Given the kinetic nature of trees, users need an effective way to capture inventory updates due to reassessment or tree maintenance.



#16.

TreeKeeper® 7 Primary Functions



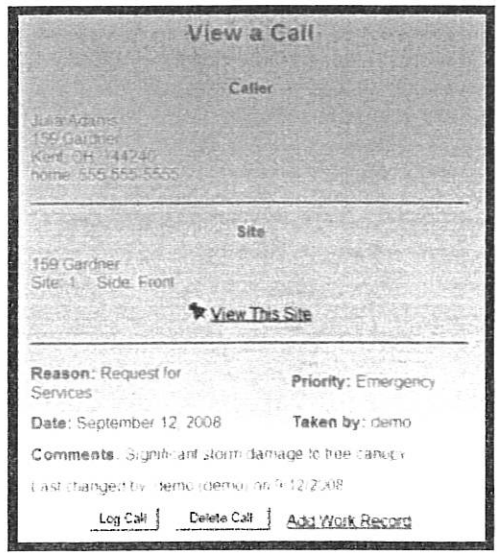
Edit Inventory Information

Tree Sites

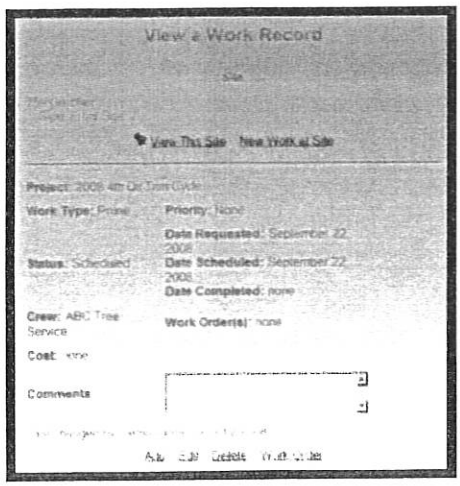
The "Sites" feature allows the user to add new tree site information or view and manage existing data. The user can search through the entire database using a single data field to identify a specific site. Once a site has been identified ("site matches"), you can view, edit, or delete details, log a call, or create a work record. Adding a site is done with a single click, and details may be copied from a neighboring site to facilitate data entry. Digital photos or other electronic documents can be added to each tree site. In addition, standardized editing shortcuts are available to quickly update the site as existing trees are removed, stump grinded and replanted.

Call Manager

The "Calls" feature will allow the user to log and track calls made by residents regarding specific trees. The user can note the date, reason, priority, comments, and the person taking the call. Calls can be tracked by type to monitor trends and assess and project future service needs.



Maintain Customer Database

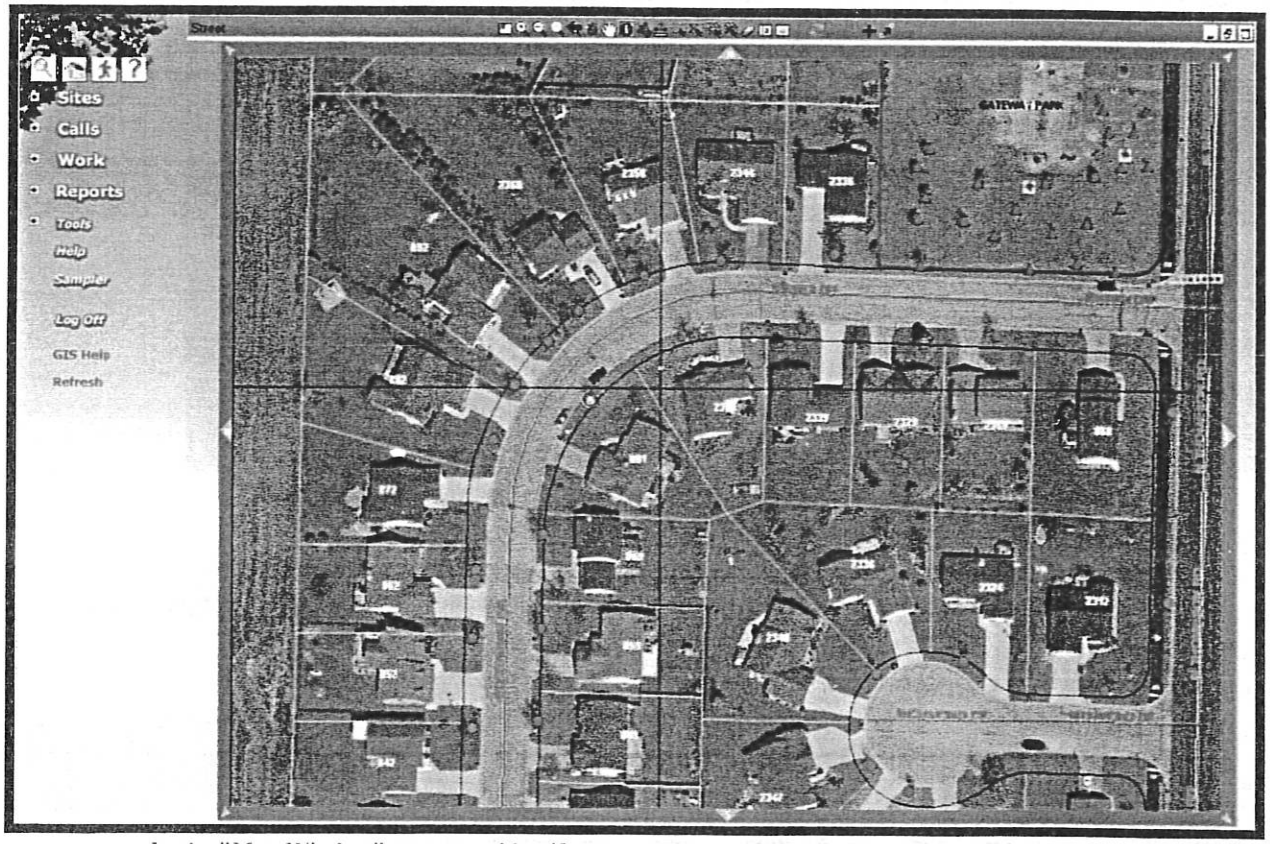


Work Manager

The "Work" feature will allow the user to create work records for individual tree sites or groups. By creating a work record, the user will assign a work type, crew type, priority, and status. Work records can be grouped into printable work orders that will allow the user to complete and update individual work records with a mouse click. In addition, costs can be assigned and tracked to monitor budgets and forecast projections.

TreeKeeper® 7 Integrated Mapping Component

Integrated mapping is a key feature in TK7 that allows the user to utilize their TK7 database with a map without placing any extra requirements on the user's computer. This feature enables the user to have a system capable of mapping queries, zooming, panning, and moving tree points. And, by supporting multiple, simultaneous users, more than one user can interact with the database at the same time and instantly view the changes the other user is making.



In the "Map Window", users can identify tree records (green points) to navigate the inventory.

The mapping component allows the user to view TK7 inventory sites within a map-based system and still have all of the reporting and querying power of TK7 management software.

The "Map Window" is used to access stored GIS map data from the map server either in ArcView™ shapefile format or common image formats (aerial photos or scanned facility maps). It provides GIS functionality through its associated mapping tool buttons, including zoom, pan, identify, label, measure, and print. Basemaps can be toggled on/off and a map key tracks the main map position on a small-scale overview.

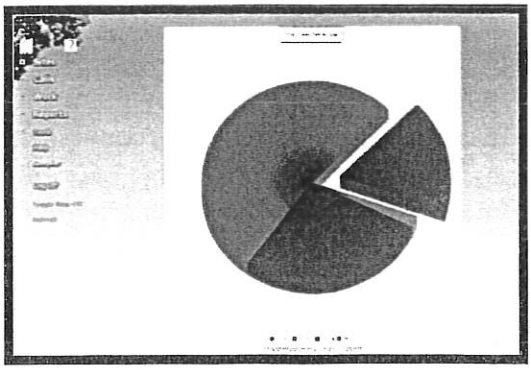
The mapping component can be used with Microsoft® Windows® XP or higher in conjunction with Microsoft® Internet Explorer® 8.0 or higher and is included in all TK7 deployments that have underlying GIS data to support it.

TreeKeeper® 7 Reporting Capabilities

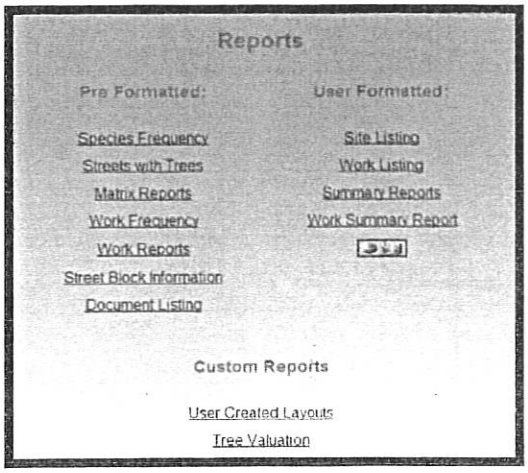
Another great feature of the TK7 management software is its flexible reporting system which allows the user to design his/her own reports and save report layouts to run again with other data.

Various reports can be created, including: customized site listing reports; customized summary reports; tree valuation reports based on the ISA Guide for Plant Appraisal, 9th Edition; and even pie and bar chart reports. Davey Resource Group has created several easily accessible, pre-formatted report templates for your use.

Not only are the data easy to report on, it is easily exported to other software applications, such as Microsoft® Office and other word processing and spreadsheet applications.



Dynamic Graphing of all Data Fields



The Reports Main Menu

TreeKeeper® 7 Data Tracking Capabilities

A key feature of TK7 is its ability to track various types of data including electronic documents. This means that not only is TK7 capable of tracking work histories, it can also store digital photos, letters to the residents, tree hazard evaluation forms, and other pertinent documents that the user may wish to keep associated with a given tree or site. The diagram to the left illustrates the types of data that TK7 is capable of tracking. All electronic documents are easily accessible through the "View Site" screen of TK7. From this screen, the user can download documents to review or upload new documents to file with the site.

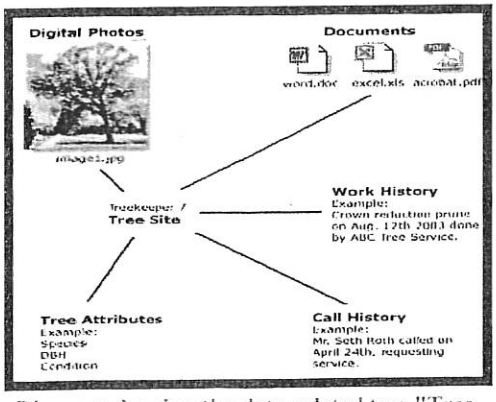
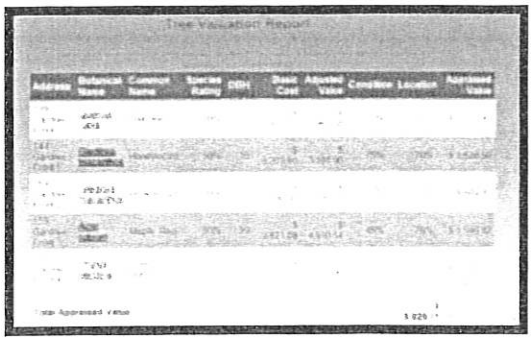


Diagram showing the data related to a "Tree Site"

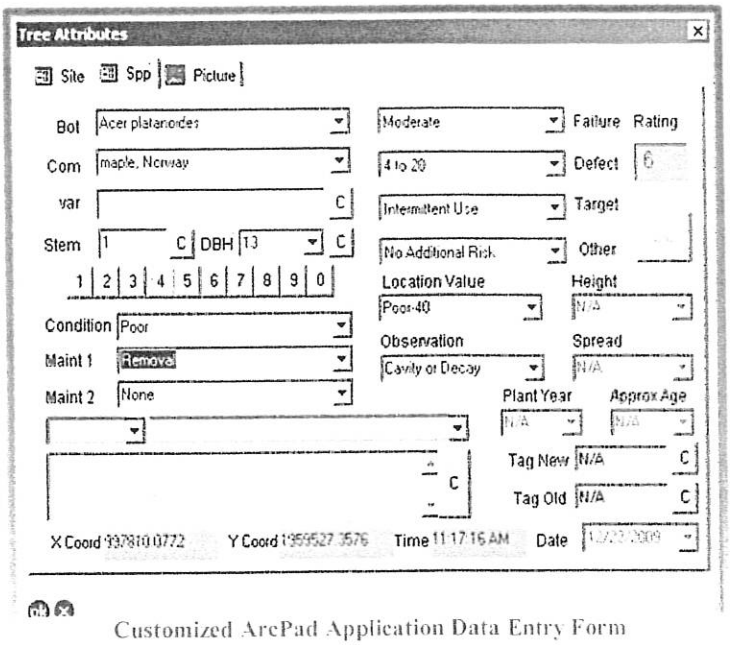


ISA Guide for Plant Appraisal, 9th Edition Trunk Formula Method

#16.

TreeKeeper® 7 Data Extraction

Davey Resource Group's IT department can provide programming and data integrity services to better define existing data fields or to address internal redundancies that may be found within the client's data. For example, a single field containing multiple site details may be separated into individual fields to allow for more flexible queries of the database. Once the system is set up, the user will find importing and exporting data to common formats, like ArcView®, is as simple as the click of a mouse.



Customized ArcPad Application Data Entry Form

TreeKeeper® 7 Field Data Collection

TreeKeeper® 7 for ArcPad®: Overview

The ArcPad® tree collection program, as offered by Davey Resource Group, is designed specifically for ease of use to collect and maintain tree data in the field. A TreeKeeper® user is always capable of accessing their live TK7 software program in the field by using a combination of a Windows®-enabled tablet computer and a cellular air card to access the Internet/network remotely. This option requires no special software to be purchased by the user. However, there are other options for field software that run locally on the field computer, eliminating the need for a cellular air card. The ArcPad® program runs in ESRI ArcPad® Software, which is a mobile mapping and GIS technology. It includes all lookup tables and all associated ArcPad® files, such as ArcPad® Default Configuration file (.apx), ArcPad® Preference file (.apl), and VBScript files (.vbs). These files override the ArcPad® default startup by loading a specific tool bar, input forms, and associated scripts, which automates the quality checking process.

TreeKeeper® for ArcPad®: Requirements

TK7 and Esri®'s ArcPad® 7 or higher running on a Windows® Mobile 6.0 powered device or a Windows® XP/7 enabled tablet PC.

TreeKeeper® 7 Installation Options

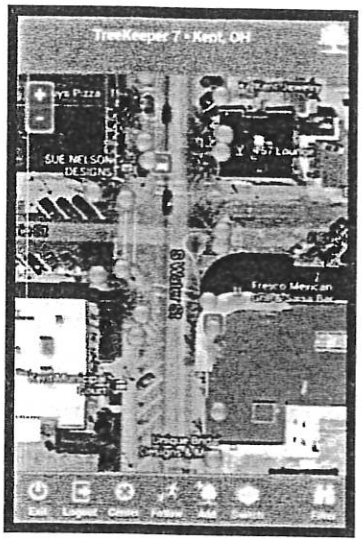
Subscription: Davey Resource Group hosts the data on its web-server. Clients retain full ownership of all data and can access the data from anywhere in the world where Internet connection is available. Davey Resource Group backs up and maintains the data and web-server. Program upgrades are provided to the client free of charge. Concurrent access is possible. There is a recurring annual cost for this deployment.

Network: TK7 management software runs on the client's web-server. Concurrent access is allowed. There is a one-time cost for this deployment.

#16.

TreeKeeper® Mobile

The TreeKeeper® 7 Mobile system is a new tool that allows users to access the same TK7 dataset as the TK7 tree management software system. The TK7 Mobile system is a native Android application, as well as an alternative mobile browser access point using Safari® on an iOS device, or Google Chrome™ on a Windows® device.



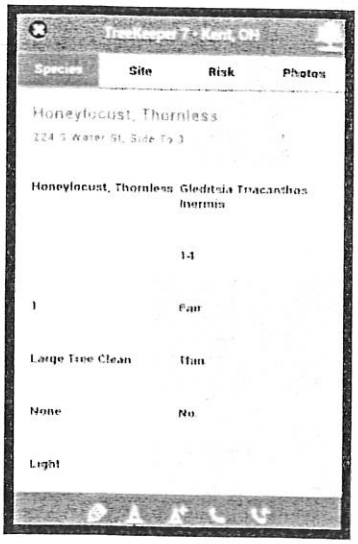
Red marker indicates your location



Use call-out box to quickly find trees

The mobile system utilizes the location services or GPS availability of the smart phone or tablet computer to locate you automatically on the map. Nearby trees are marked with green markers, and you can quickly identify a marker to see brief details on the tree site as well as bring up the full details of the site.

The user is able to fully edit all the data tied to the site as well as assign new work records, complete existing work records, and log calls made concerning the tree site. A user can easily take a picture of the tree and associate it with the record using the onboard camera of the Android OS, iOS, or Windows® device.



"Tree Detail" view

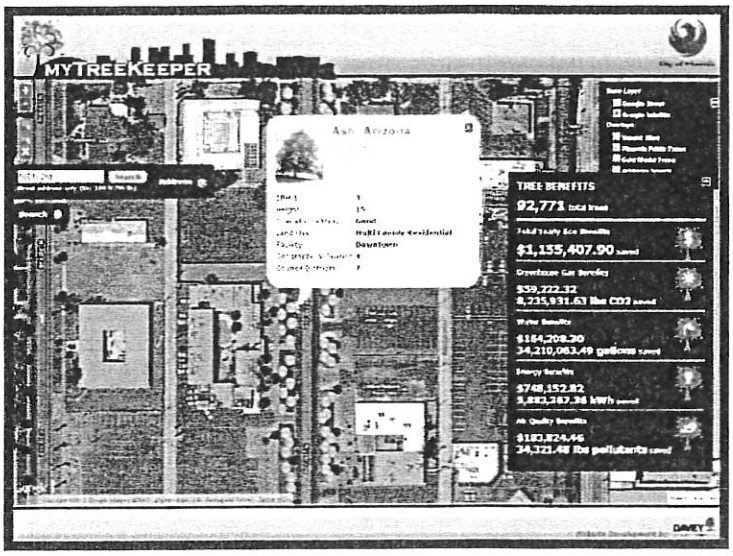
Having the tree data accessible in the field from a simple iOS/Android smartphone or tablet will add amazing efficiences in managing your urban forest.

- Add new tree sites to the map with a simple drag and drop.
- Query tree sites by address, attributes, assigned work records, or planned work orders.
- All database updates are done in real time so field updates are immediately reflected in all other systems accessing the TreeKeeper® database, including other mobile users and office staff working with the TK7 tree management software system.
- Quickly communicate emergencies to crews by assigning a work order and alerting the mobile user that a work order needs immediate attention.

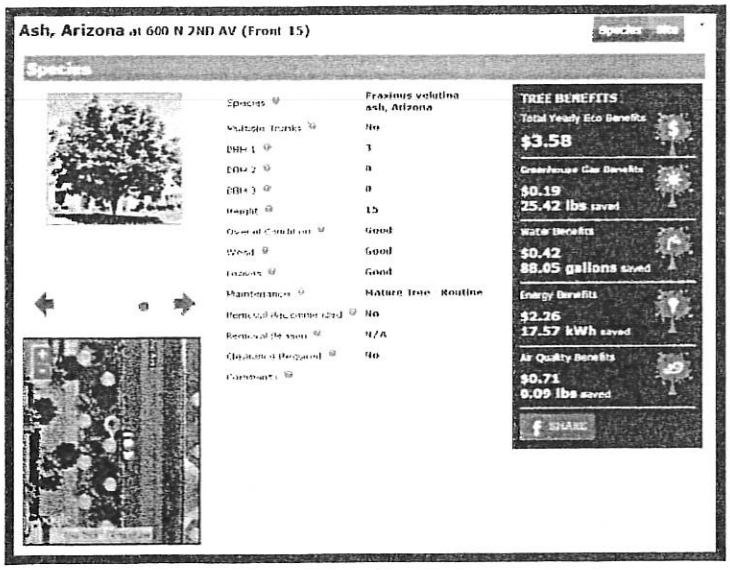
myTreeKeeper®

myTreeKeeper® is a front end access point for the TreeKeeper® database intended for public access. It is a simplified website that reduces the attributes visible to public users so sensitive information, such as recommended maintenance or risk categorization, is not available.

The purpose of this system is to aid the general public in learning more about the value of trees within the urban forest. Each tree is tied to the Tree Benefits calculations as derived from the U.S. Forest Service's i-Tree Streets. Sets of trees are summed up so the site visitor can see the total financial benefits of the entire urban forest, of subsets of data derived by spatially selecting data on the map, or of trees with particular attributes.



myTreeKeeper® main screen

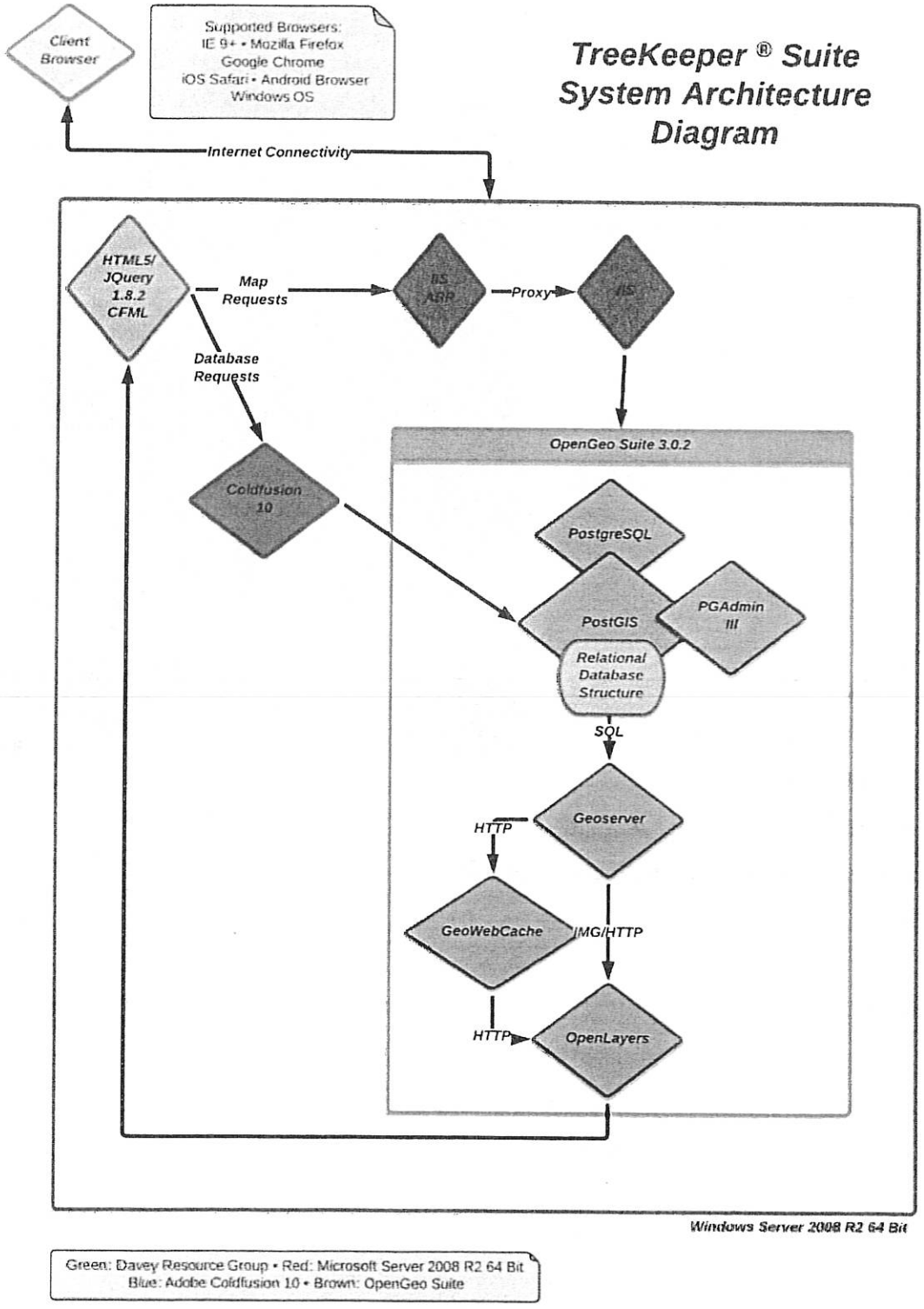


A "detail" view of the tree information

Some trees are emphasized with a "gold medal" which reflects that that particular tree is a top performer relative to the urban forest. This is a great way for the public to learn more about desirable trees and bring to attention the "winners" of the urban forest. The website can be customized to allow visitors to upload pictures of the tree to the system or "share" a tree on their Facebook® account. In this way, home-owners can promote successful trees in their neighborhood, bringing awareness to a new level within the commmunity.

#16.

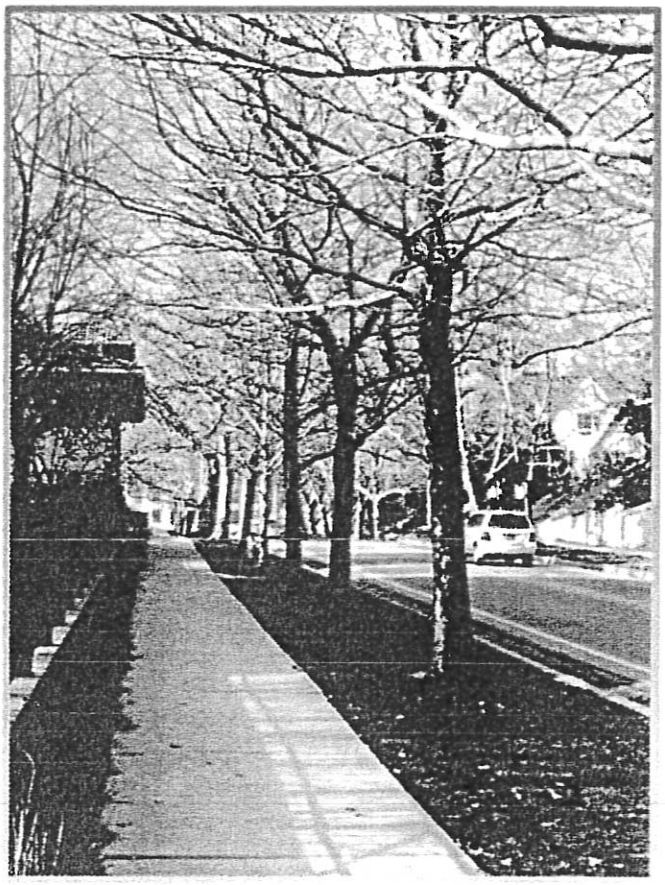
TreeKeeper® Suite Technical Requirements



TK7 is a client/server-based program that resides on the Davey Resource Group server. It can be operated by the client over the Internet (Internet version) or it can be installed onto client-owned network servers (Network version). The technical requirements for both are outlined below:

Server Software

- TK7 Software utilizes PostGreSQL (http://www.postgresql.org/) as its database backend. For TK7 to run on your server, you must have a license for the database you plan to use.
- Browser user interface is written in Adobe's Cold Fusion, which is provided as part of the TK7 network installation cost. http://www.adobe.com/products/coldfusion-family.html



Hardware – DRG Server (Internet Version)

- Windows Server 2008 R2 Standard, Service Pack 1
- VMWare
  - Intel Xeon® CPU X5690 @ 3.47 GHz (4 processors)
  - 4.00 GB RAM
  - 64-bit Operating System
- Nightly Backup
- Gas generator and back up batteries
- Multiple server monitoring with e-mail notification
- 1.0 Gbps LAN

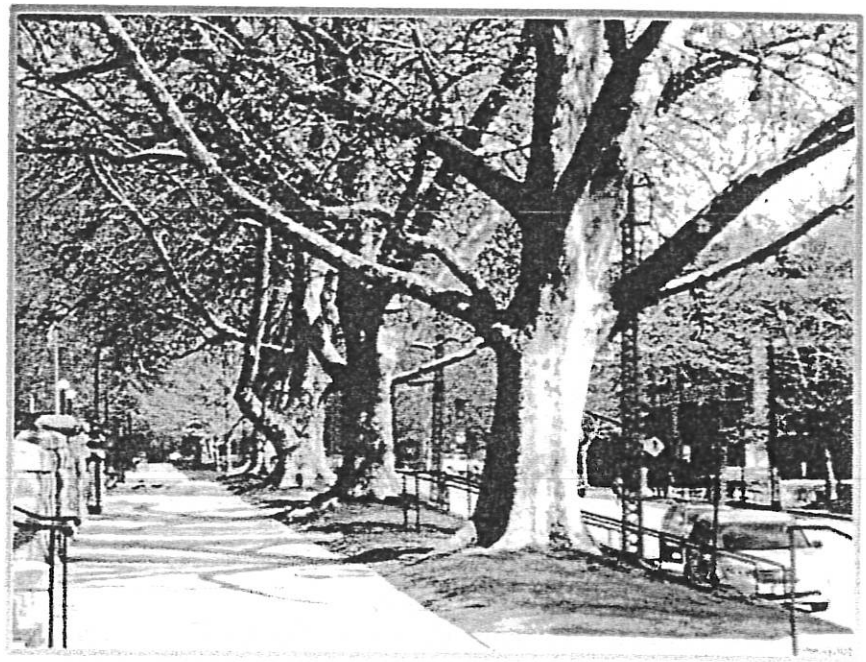
Clients

- Required:
  - Computer with Internet access
  - Internet Explorer version 8.0 or greater
  - Cookies enabled from TK7 site

#16.

Hardware – Client Server (Network Version)

- To install TK7 on your Intranet server, we recommend that the following be available:
  - Intel Pentium 4 or AMD Athlon processor
  - Microsoft® Windows Server® 2003 with Service Pack 1 or 2 or Windows Server 2003 R2 (Web, Standard, or Enterprise Edition); Windows Server 2008 (Web, Standard, or Enterprise Edition) with Service Pack 2 or Windows Server 2008 R2 (Web, Standard, or Enterprise Edition); Windows XP Professional or Home Edition; Windows Vista® (Business, Ultimate, or Enterprise) with Service Pack 2; or Windows 7 (Professional, Ultimate, or Enterprise) with Service Pack 1
  - 512 MB of RAM (1GB Recommended)
  - 20GB of available hard-disk space (dependent on total size of client aerial imagery)



Clients

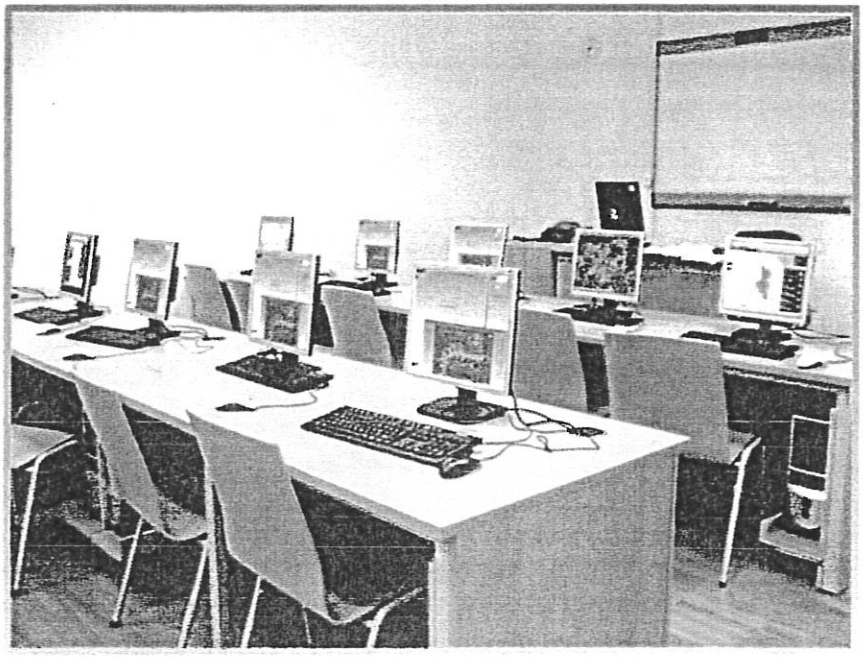
- Required:
  - Computer with LAN access
  - Internet Explorer version 8.0 or greater
  - Cookies enabled from TK7 Site

TreeKeeper® Mobile Hardware Chart

Hardware Version	OS Version	Browser
Android-Based Devices		
Various	Android 4.0 (Ice Cream Sandwich) or higher	Native Droid App Web Browser Google Chrome®
Apple® Devices		
iPhone® 4s or higher	iOS 6.x	Safari® Google Chrome®
(iPad® Generation 4)		
iPad® Mini		
Windows®-Based Devices		
Various	Windows® 7 Professional Edition Windows® 8 Professional Edition	Google Chrome® Internet Explorer® 9+

Software Training and Support

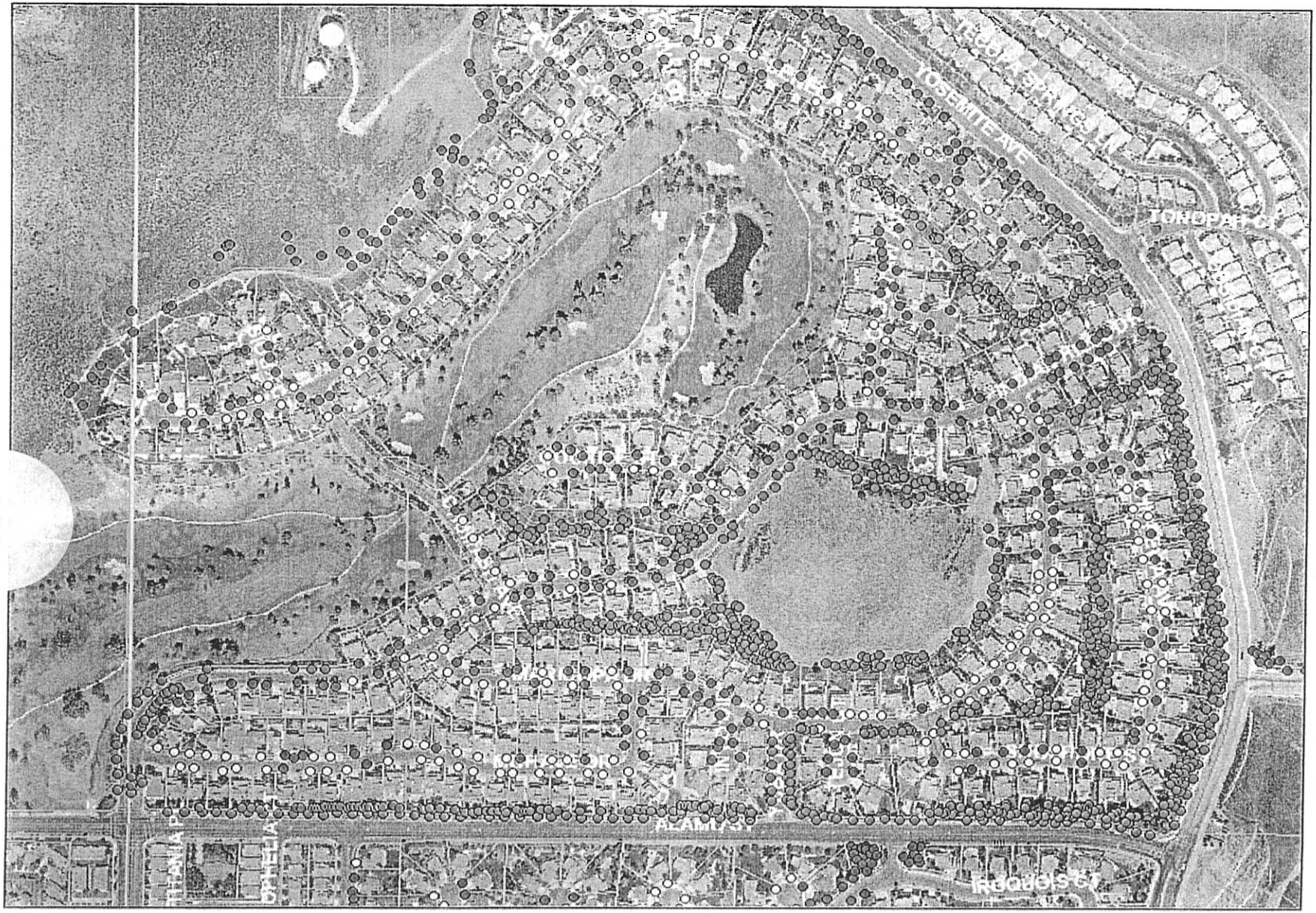
Davey Resource Group can provide an on-site training seminar specifically designed for the client. Training will focus on GIS basics and TreeKeeper® 7 software capabilities, including working with the "map screen" and map data as well as introducing users to attribute input and querying. Other aspects of the software are reviewed with time allotted based on user interest and skill level. The software training qualifies for up to six International Society of Arboriculture (ISA) continuing education units CEUs. With the on-site training, one full year of unlimited telephone support is included. Additional five-hour blocks of telephone support may be purchased for following years.



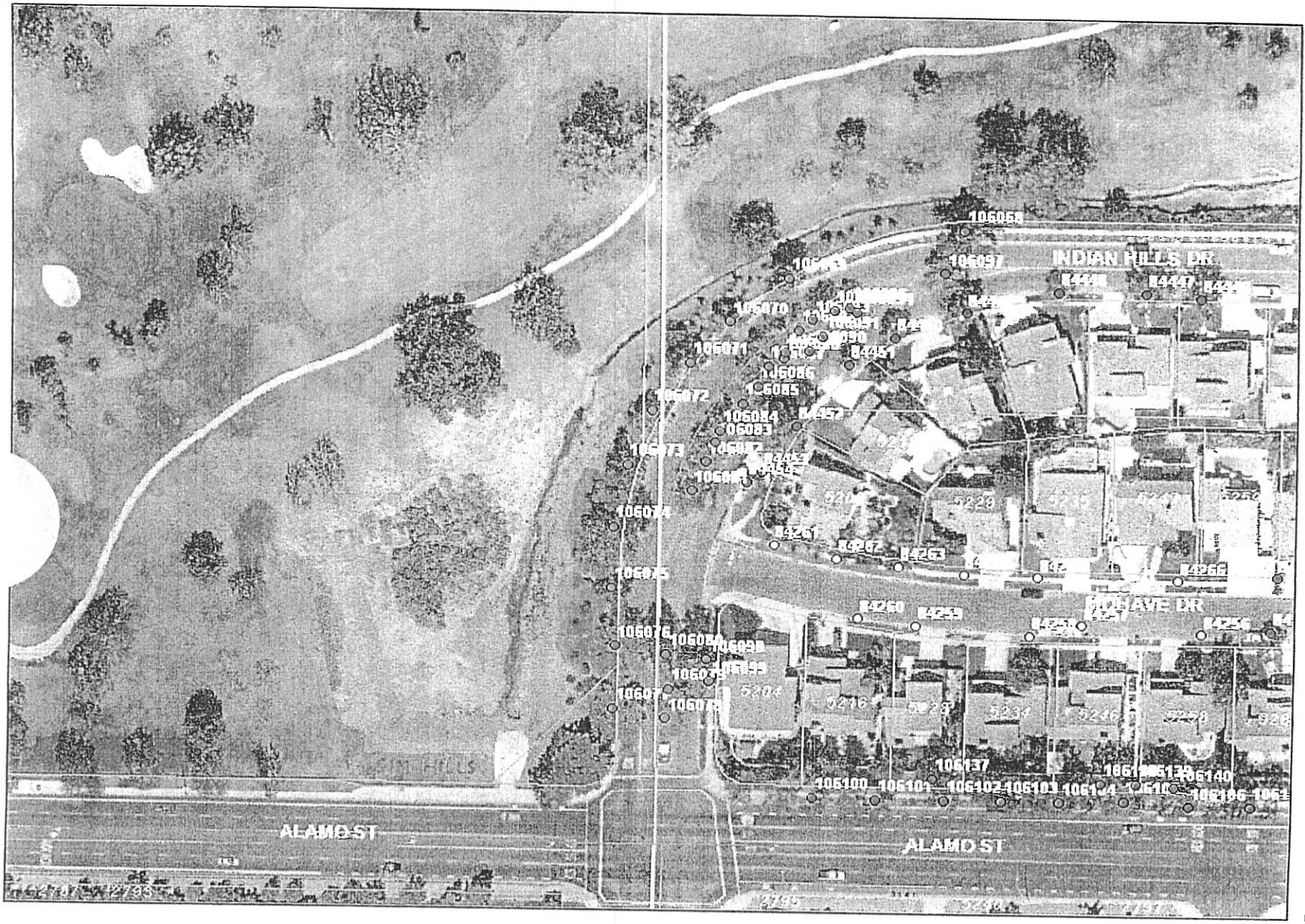
The training is conducting according to the availability of the client's meeting space. We have successfully handled the following formats.

1) One-on-one training of the primary user
2) Conference room style training
3) Computer lab training

A key benefit of the training is identifying the best way for the client to leverage the software system within their existing workflow and operational structure. TreeKeeper is a very flexible software system, with many potential solutions to many different challenges. Davey Resource Group has years of experience in integrating TreeKeeper 7 within existing operations.



CITY OF
SIMI VALLEY



CITY OF
SIMI VALLEY

#16.

STATEMENT OF EQUIPMENT FORM
AS-NEEDED TREE TRIMMING AND RELATED WORK PROGRAM

PROPOSER'S NAME: UNITED PACIFIC SERVICES, INC.

ADDRESS: 5529 Leeds Street, South Gate, CA 90280

TELEPHONE: (562) 691-4600

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NONOPERATIONAL	LOCATION	DESIGNATION Check one	
								DEDICATED	PRIMARY BACKUP
1/2 Ton P/U Crew Cab	FORD	F150	2010	1FTFW1CV1AFB88015	Excellent	Operational	South Gate Yard		X
Ton P/U Ex Cab	GMC	2500 HD	2004	1GTHC29U24E387977	Excellent	Operational	South Gate Yard	X	
on 4x4 Truck w/Tank	GMC	2500 HD 4x4	2003	1GTHK24V83E302116	Excellent	Operational	South Gate Yard	X	
Roll-Off Truck	International	Transtar	2008	1HSHXSBR68J642290	Excellent	Operational	South Gate Yard	X	
Dump Truck Crew-Cab	GMC	W4500	2003	J8DC4514237001590	Excellent	Operational	South Gate Yard	X	
Dump Truck	GMC	W4500	2002	4KDC4B1R22J802195	Excellent	Operational	South Gate Yard	X	
Tractor Loader	JCB	531-70	2014	2181079	Excellent	Operational	South Gate Yard		X
Tractor Loader	JCB	531-70	2015	2346442	Excellent	Operational	South Gate Yard	X	
Brush Chipper w/Winch	Vermeer	BC1800XL	2013	1VRY131Z3D1004171	Excellent	Operational	Sotuh Gate Yard		X
95' Aerial Bucket Truck	GMC	C8500	2002	1GDT7H4C72J504839	Excellent	Operational	South Gate Yard		X
65' Aerial Bucket Truck	Sterling	Acterra	2001	2FZAAKBVX1AH56999	Excellent	Operational	South Gate Yard		X
3/4 Ton Utility Truck	GMC	2500 HD	2004	1GDHC29034E240479	Excellent	Operational	South Gate Yard	X	
Dump Truck	GMC	C7500	2004	1GDJ7C1C14F501634	Excellent	Operational	South Gate Yard	X	
Dump Truck	Chevrolet	C6500	2005	1GBJ6C1C55F508356	Excellent	Operational	South Gate Yard		X
3/4 Ton Pesticide Truck	GMC	2500 HD	2004	1GCHC24U04E306417	Excellent	Operational	South Gate Yard		X
Dump Truck	Frieghtliner	M2	2010	1FVACWDT7ADAP0855	Excellent	Operational	South Gate Yard	X	
65' Aerial Bucket Truck	FORD	F750	2008	3FRXF75D08V671255	Excellent	Operational	South Gate Yard	X	

STATEMENT OF EQUIPMENT FORM

PROPOSER'S NAME: UNITED PACIFIC SERVICES, INC.

ADDRESS: 120 E. La Habra Blvd., STE 107, La Habra, CA 90631-2310

TELEPHONE: (562) 691-4600 x225

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON-OPERATIONAL	LOCATION
3/4 Ton P/U Ex Cab	GMC	2500 HD	2005	117920	Excellent	Operational	South Gate Yard
3/4 Ton P/U Ex Cab	GMC	2500 HD	2004	107768	Excellent	Operational	South Gate Yard
3/4 Ton P/U Ex Cab	GMC	2500 HD	2004	387977	Excellent	Operational	South Gate Yard
3/4 Ton P/U Ex Cab	GMC	2500 HD	2004	240479	Excellent	Operational	South Gate Yard
3/4 Ton P/U Ex Cab	GMC	2500 HD	2004	100434	Excellent	Operational	South Gate Yard
Dump Truck	GMC	W4500	2003	001590	Excellent	Operational	South Gate Yard
Dump Trk. Crew Cab	GMC	W4500	2002	802195	Excellent	Operational	South Gate Yard
1 Ton P.U. Crew Cab	Chevrolet	3500	2001	181440	Good	Operational	South Gate Yard
1 Ton P.U. Crew Cab	Chevrolet	3500	2001	186770	Good	Operational	South Gate Yard
1/2 Ton P.U. Ext. Cab	Ford	1500	2000	K37425	Good	Operational	South Gate Yard
3/4 Ton P.U, Ext. Cab	GMC	2500 HD	2004	385431	Excellent	Operational	South Gate Yard
Tractor Loader	JCB	520-50	2002	882790	Good	Operational	South Gate Yard
Aerial Bucket Truck	STERLING	Terex 5FC-55	2001	H56999	Excellent	Operational	South Gate Yard
Aerial Bucket Truck 95'	GMC	Terex 6H-65	2002	J504839	Excellent	Operational	South Gate Yard
Chipper Truck	GMC	C7500	2004	F501634	Excellent	Operational	South Gate Yard
Roll-Off Truck	VOLVO	VN660	1999	N776433	Excellent	Operational	South Gate Yard
Brush Chipper	VERMEER	BC1500XL	2009	1002261	Excellent	Operational	South Gate Yard

STATEMENT OF EQUIPMENT FORM

PROPOSER'S NAME: UNITED PACIFIC SERVICES, INC.

ADDRESS: 120 E. La Habra Blvd., STE 107, La Habra, CA 90631-2310

TELEPHONE: (562) 691-4600 x225

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON-OPERATIONAL	LOCATION
Stump Grinder	Vermeer	SC752	2002	658998	Excellent	Operational	South Gate Yard
Stump Grinder	Vermeer	SC752	2003	781781	Excellent	Operational	South Gate Yard
Brush Chipper	Bandit	1890XP	2008	002274	Excellent	Operational	South Gate Yard
Chipper Truck	International	4300	2003	588905	Excellent	Operational	South Gate Yard
Aerial Bucket Truck	International	Terex 5FB-55	1997	476248	Excellent	Operational	South Gate Yard
Aerial Bucket Truck	GMC	Altec AA600	1997	518437	Excellent	Operational	South Gate Yard
Chipper Truck	FORD	F750	2000	A43138	Excellent	Operational	South Gate Yard
Chipper Truck	FORD	F750	2000	A44032	Excellent	Operational	South Gate Yard
Chipper Truck	FORD	F750	1998	A00202	Excellent	Operational	South Gate Yard
Aerial Bucket Truck	FORD	Terex 5FB-55	1996	A54812	Excellent	Operational	South Gate Yard
Aerial Bucket Truck	FORD	Terex 5FB-55	1996	A54366	Excellent	Operational	South Gate Yard
Brush Chipper	Vermeer	BC1800XL	2010	1002713	Excellent	Operational	South Gate Yard
Brush Chipper	Vermeer	BC1400XL	2004	001686	Excellent	Operational	South Gate Yard
Brush Chipper	Vermeer	BC1400XL	2004	001751	Excellent	Operational	South Gate Yard
Crane Truck	GMC	National Crane	1994	506189	Excellent	Operational	South Gate Yard
Aerial Bucket Truck	GMC	Altec AA600	1994	503262	Excellent	Operational	South Gate Yard
Stump Grinder	Rayco	RG1635	2008	210108	Excellent	Operational	South Gate Yard

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1121 E. Marshall Pl., Long Beach, CA 90807

Aerial Lift Inspection Report

PO / Work Order # _____

Owner: United Pacific Services

Address: 5529 Leeds St., South Gate, CA. 90280

Make: Terex-Telelect Model: 5FC-55

Serial Number: 2080636900 Unit: 125

Rated Capacity: 700# (Pounds) Service Status: X (Lifting) _____ (Other)

Description: Aerial Manlift

Boom Type: Articulating : X Power Telescoping : N/A Jib: N/A

Platform Height: 55' Insulated: X (Yes) _____ (No)

ARI BILLING & DOT INFO.

Vehicle ID. Number : 3FRXF75T58V076313 DOT Sticker #: 37535918

License Plate # / State : 35935X1 CA Mileage : 52,833

Vehicle Make : Ford Model : F750 Year : 2008

Pass: X Fail: _____ See Comments: YES

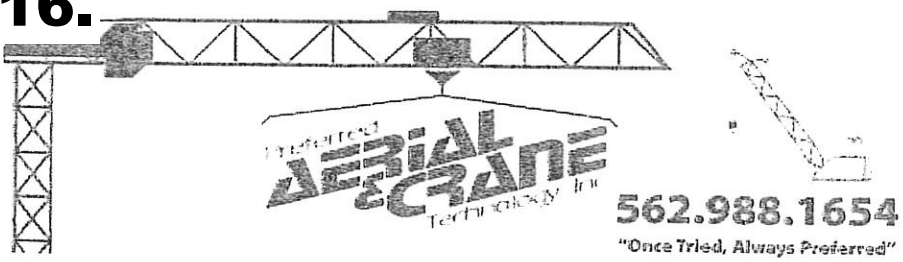
Reinspection recommended: ?

Load test recommended: NO

Inspected By: Kenneth Walker Date: 9/30/2017

Person Contacted: Eric Franklin Date: 9/30/2017

#16.



CERTIFICATE OF ANNUAL INSPECTION AND LOAD TEST

1. Owner: **United Pacific Services**
2. Owner's Address: **5529 Leeds St., South Gate, CA. 90280**
3. Device (check): ☐ Derrick ☑ Aerial Manlift ☐ Crane

4. Location: **Same as above** Rated Capacity: **700#**
5. Manufacturer: **Terex-Telelect** Model No.: **5FC-55** Serial No.: **2080636900**
6. Owner's Identification (if any): **125** License Plate No.: **35935X1 CA**

7. Test loads applied including functional test load:

Boom Angle	Boom Radius	Proof Load	Rated Load	Boom Direction
0° / 30°		300#	700#	Rear
/				

9. Remarks and/or limitations imposed: **None**

I certify that on **Saturday, September 30, 2017** the above described device was tested and examined by the undersigned: that said test and examination has been conducted in accordance with the requirements of ANSI.

Certifying Agency: Preferred Aerial & Crane Technology, Inc.
1121 E. Marshall Place, Long Beach, CA. 90807

Signature:
Print Name: **Kenneth Walker**
Title: **Field Surveyor**

Annual Certificate Expires: **September 30, 2018**
Issue Date: **September 30, 2017**

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DIELECTRIC TEST REPORT

Articulating booms:

Platform Height: n/a
Upper Boom Angle: 0 °
Lower Boom Angle: 90 °

Platform Height recorded for consistency or duplication of test results

Telescoping booms:

Platform Height: n/a
Boom Angle: n/a

Owner: United Pacific Services Date: September 30, 2017
Address: 5529 Leeds St., South Gate, CA. 90280
Unit : 125 Device: Articulating: X Power Telescoping: n/a
Test Equipment Used: VON Model: C-1.5+ PACT Equipment number: n/a

Lower Test Electrode System? ☑ Yes ☐ No Temp. 75° Humidity 40% Flashover ☐ Yes ☑ No

Manufacturer: Terex-Telelect
Model: 5FC-55
Serial #: 2080636900

Weather Conditions
☐ Wet ☑ Dry
☑ Calm ☐ Windy
☑ Clear ☐ Overcast

Rated Line Voltage: 46 KV Test Voltage: 56 KV ☐ AC ☑ DC

UPPER BOOM/FULLY EXT		CHASSIS INSULAT. SYS.			OTHER	
Test Voltage	56 KV	Test Voltage	50 KV	Test Voltage KV	Test Voltage	KV
Time of Test	3 Min	Time of Test	3 Min	Time of Test Min	Time of Test	Min
Leakage Current	uA	Leakage Current	uA	Leakage Current uA	Leakage Current	uA

Dielectric Test Results: ☑ Pass ☐ Fail

Liner S/N			
Liner Test Voltage	KV	KV	
Time of Test	Min	Min	
Leakage Current	uA	uA	

This is to certify that the above test procedures, where applicable, comply with the requirements of the American National Standard vehicle-mounted elevating and rotating platforms, ANSI A92.2-1969, 1979, 1990.

Notice: The above tests do not guarantee the continuing insulation of the tested area. It shall be the user's responsibility to maintain the insulating qualities of the aerial device through periodic testing.

#16.

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Preferred Aerial & Crane Technology

1121 E. Marshall PL., Long Beach, CA. 90807

ANNUAL VEHICLE INSPECTION REPORT

MOTOR CARRIER OPERATOR	DATE	INSPECTION LABEL NO.	UNIT NUMBER
United Pacific Services	9/30/2017	37535918	125
5529 Leeds St., South Gate, CA. 90280	QUALIFIED INSPECTOR'S NAME (PRINT OR TYPE) Kenneth Walker		ID NUMBER
ADDRESS ,CITY, STATE, ZIP CODE			

LICENSE PLATE NUMBER/STATE	VEHICLE IDENTIFICATION NUMBER	VEHICLE DESCRIPTION
35935X1 CA	3FRXF75T58V076313	Aerial Manlift

VEHICLE COMPONENTS INSPECTED

OK	NEEDS REPAIR	REPAIR DATE	ITEM
			1. BRAKE SYSTEM
X			a. Service Brakes
X			b. Parking Brake System
X			c. Brake Drums or Rotors
X			d. Brake Hoses
X			e. Brake Tubing
X			f. Low Pressure Warning Device
X			g. Tractor Protection Valve
X			h. Air Compressor
N/A			I. Electric Brakes
N/A			j. Hydraulic Brakes
N/A			k. Vacuum Systems
			2. COUPLING DEVICES
N/A			a. Fifth Wheels
X			b. Pintle Hooks
N/A			c. Drawbar/Towbar Eye
N/A			d. Drawbar/Towbar Tongue
N/A			e. Safety Devices
N/A			f. Saddle-Mounts
			3. EXHAUST SYSTEM
X			a. Any exhaust system determined to be leaking at a point forward of or directly below the driver/ sleeper compartment.
N/A			b. A bus exhaust system leaking or discharging to the atmosphere in violation of standards (1), (2) or (3)
			c. No part of the exhaust system of any motor vehicle shall be so located as would be likely to result in burning, charring, or damaging the electrical wiring, the fuel supply, or any

OK	NEEDS REPAIR	REPAIR DATE	ITEM
X			**4. FUEL SYSTEM**
X			a. Visible leak
X			b. Fuel tank filter cap missing
			c. Fuel tank securely attached.
X			**5. LIGHTING DEVICES** All lighting devices and reflectors required by Section 393 shall be operable.
			6. SAFE LOADING
X			a. Part(s) of vehicle or condition of loading such that the spare tire or any part of the load or dunnage can fall onto the roadway.
X			b. Protection against shifting cargo.
			7. STEERING MECHANISM
X			a. Steering Wheel Free Play
X			b. Steering Column
X			c. Front Axle Beam and All Steering Components Other Than Steering Column
X			d. Steering Gear Box
X			e. Pitman Arm
X			f. Power Steering
X			g. Ball and Socket Joints
X			h. Tie Rods and Drag Links
X			I. Nuts
X			j. Steering System
			8. SUSPENSION
			a. Any U-bolt(s), spring hanger(s), or other axle positioning part(s) cracked, broken, loose or missing resulting in shifting of an axle from its

OK	NEEDS REPAIR	REPAIR DATE	ITEM
X			**9. FRAME**
X			a. Frame Members
			b. Tire and Wheel Clearance
N/A			c. Adjustable Axle Assemblies (Sliding Subframes)
			10. TIRES
X			a. Tires on any steering axle of a power unit.
X			b. All other tires.
			11. WHEEL AND RIMS
N/A			a. Lock or Slide Ring.
X			b. Wheels and Rims
X			c. Fasteners
X			d. Welds
			12. WINDSHIELD GLAZING Requirements and exceptions as stated pertaining to any crack, discoloration or vision reducing matter (reference 393.60 for exceptions)
X			**13. WINDSHIELD WIPERS** Any power unit that has an inoperative wiper or missing or damaged parts that render it ineffective.
X			List any other condition which may prevent safe operation of this vehicle

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1121 E. Marshall Pl., Long Beach, CA 90807

Annual Aerial Lift Safety Inspection

Unit : 125 Test Date : 9/30/2017

A. Controls - Upper and Lower		OK	N/A	SEE NOTES
1.	All controls identified	X		
2.	All controls protected from damage and inadvertent actuation	X		
3.	Lower controls override upper controls	X		
4.	Controls return to neutral when released	X		
5.	Platform controls provided with an unlocking device (deadman)	X		
6.	Override mode prevents boom movement with lower controls unattended	X		
7.	Emergency stop at upper controls	X		
8.	Outriggers shall be visible from the control station	X		
9.	Material handling winches have both upper and lower controls		X	
10.	All controls (upper and lower) operate properly	X		
11.	Performance test the boom through the entire range of designed motion	X		
12.	Limit switches function properly	X		

B. Identification Markings				
1.	Manufacturer	X		
2.	Model	X		
3.	Serial Number	X		
4.	Insulated or noninsulated	X		
5.	Qualification voltage and date of test	X		
6.	Rated load capacity	X		
7.	Height	X		
8.	System pressure, voltage or both	X		
9.	Year of manufacture	X		
10.	Number of platforms	X		
11.	Category of device	X		
12.	Design voltage	X		

C. Instruction Markings/Decals				
1.	Electrical hazard indicating that the unit does not provide protection	X		
2.	Electrical hazard indicating that the unit is considered energized when working on or near energized circuits	X		
3.	Hazards resulting from failure to operate in the proscribed manner	X		
4.	Information on the use and load rating of the equipment	X		
5.	Information on the load rating and use of alternative configurations	X		
6.	Operators cautions	X		
7.	Noninsulated hazard indications		X	
8.	Other: _____			

#16.

AERIAL CRANE
562.988.1654
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1121 E. Marshall Pl., Long Beach, CA 90807

Aerial Lift Inspection Report

PO / Work Order # _____

Owner: United Pacific Services

Address: 5529 Leeds St., South Gate, CA. 90280

Make: Terex-Telelect Model: 5FC-55

Serial Number: 2080335212 Unit: 126

Rated Capacity: 700# (Pounds) Service Status: X (Lifting) _____ (Other)

Description: Aerial Manlift

Boom Type: Articulating : X Power Telescoping : N/A Jib: N/A

Platform Height: 55' Insulated: X (Yes) _____ (No)

ARI BILLING & DOT INFO.

Vehicle ID. Number : 3FRXF75T98V668023 DOT Sticker #: 37535917

License Plate # / State : 35936X1 CA Mileage : 75,694

Vehicle Make : Ford Model : F750 Year : 2008

Pass: X Fail: _____ See Comments: YES

Reinspection recommended: ?

Load test recommended: NO

Inspected By: Kenneth Walker Date: 9/30/2017

Person Contacted: Eric Franklin Date: 9/30/2017

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CERTIFICATE OF ANNUAL INSPECTION AND LOAD TEST

1. Owner: **United Pacific Services**
2. Owner's Address: **5529 Leeds St., South Gate, CA. 90280**
3. Device (check): ☐ Derrick ☑ Aerial Manlift ☐ Crane

4. Location: **Same as above** Rated Capacity: **700#**
5. Manufacturer: **Terex-Telelect** Model No.: **5FC-55** Serial No.: **2080335212**
6. Owner's Identification (if any): **126** License Plate No.: **35936X1 CA**

7. Test loads applied including functional test load:

Boom Angle	Boom Radius	Proof Load	Rated Load	Boom Direction
0° / 30°		300#	700#	Rear
/				

9. Remarks and/or limitations imposed: **None**

I certify that on **Saturday, September 30, 2017** the above described device was tested and examined by the undersigned: that said test and examination has been conducted in accordance with the requirements of ANSI.

Certifying Agency: Preferred Aerial & Crane Technology, Inc.
1121 E. Marshall Place, Long Beach, CA. 90807

Signature:
Print Name: **Kenneth Walker**
Title: **Field Surveyor**

Annual Certificate Expires: **September 30, 2018**
Issue Date: **September 30, 2017**

#16.

AERIAL CRANE
562.988.1654
"Once Tried, Always Preferred"

DIELECTRIC TEST REPORT

Articulating booms:
Platform Height: n/a
Upper Boom Angle: 0 °
Lower Boom Angle: 90 °
Platform Height recorded for consistency or duplication of test results

Telescoping booms:
Platform Height: n/a
Boom Angle: n/a

Owner: United Pacific Services
Address: 5529 Leeds St., South Gate, CA. 90280
Date: September 30, 2017
Unit : 126
Device: Articulating: X Power Telescoping: n/a
Test Equipment Used: VON
Model: C-1.5+ PACT Equipment number: n/a

Lower Test Electrode System? ☑ Yes ☐ No Temp. 75° Humidity 40% Flashover ☐ Yes ☑ No

Manufacturer: Terex-Telelect
Model: 5FC-55
Serial #: 2080335212

Weather Conditions
☐ Wet ☑ Dry
☑ Calm ☐ Windy
☑ Clear ☐ Overcast

Rated Line Voltage: 46 KV
Test Voltage: 56 KV ☐ AC ☑ DC

UPPER BOOM/FULLY EXT		CHASSIS INSULAT. SYS.			OTHER	
Test Voltage	56 KV	Test Voltage	50 KV	Test Voltage KV	Test Voltage	KV
Time of Test	3 Min	Time of Test	3 Min	Time of Test Min	Time of Test	Min
Leakage Current	uA	Leakage Current	uA	Leakage Current uA	Leakage Current	uA

Dielectric Test Results: ☑ Pass ☐ Fail

Liner S/N			
Liner Test Voltage	KV	KV	
Time of Test	Min	Min	
Leakage Current	uA	uA	

This is to certify that the above test procedures, where applicable, comply with the requirements of the American National Standard vehicle-mounted elevating and rotating platforms, ANSI A92.2-1969, 1979, 1990.

Notice: The above tests do not guarantee the continuing insulation of the tested area. It shall be the user's responsibility to maintain the insulating qualities of the aerial device through periodic testing.

AERIAL CRANE 562.988.1654

Preferred Aerial & Crane Technology
1121 E. Marshall PL., Long Beach, CA. 90807

ANNUAL VEHICLE INSPECTION REPORT

MOTOR CARRIER OPERATOR	DATE	INSPECTION LABEL NO.	UNIT NUMBER
United Pacific Services	9/30/2017	37535917	126
5529 Leeds St., South Gate, CA. 90280	QUALIFIED INSPECTOR'S NAME (PRINT OR TYPE) Kenneth Walker		ID NUMBER
ADDRESS ,CITY, STATE, ZIP CODE			

LICENSE PLATE NUMBER/STATE	VEHICLE IDENTIFICATION NUMBER	VEHICLE DESCRIPTION
35936X1 CA	3FRXF75T98V668023	Aerial Manlift

VEHICLE COMPONENTS INSPECTED

OK	NEEDS REPAIR	REPAIR DATE	ITEM
			1. BRAKE SYSTEM
X			a. Service Brakes
X			b. Parking Brake System
X			c. Brake Drums or Rotors
X			d. Brake Hoses
X			e. Brake Tubing
X			f. Low Pressure Warning Device
X			g. Tractor Protection Valve
X			h. Air Compressor
N/A			I. Electric Brakes
N/A			j. Hydraulic Brakes
N/A			k. Vacuum Systems
			2. COUPLING DEVICES
N/A			a. Fifth Wheels
X			b. Pintle Hooks
N/A			c. Drawbar/Towbar Eye
N/A			d. Drawbar/Towbar Tongue
N/A			e. Safety Devices
N/A			f. Saddle-Mounts
			3. EXHAUST SYSTEM
			a. Any exhaust system determined to be leaking at a point forward of or directly below the driver/ sleeper compartment.
X			b. A bus exhaust system leaking or discharging to the atmosphere in violation of standards (1), (2) or (3)
N/A			c. No part of the exhaust system of any motor vehicle shall be so located as would be likely to result in burning, charring, or damaging the electrical wiring, the fuel supply, or any combustible part of the motor vehicle.
X			

OK	NEEDS REPAIR	REPAIR DATE	ITEM
			4. FUEL SYSTEM
X			a. Visible leak
X			b. Fuel tank filter cap missing
			c. Fuel tank securely attached.
			5. LIGHTING DEVICES
N/A			All lighting devices and reflectors required by Section 393 shall be operable.
			6. SAFE LOADING
X			a. Part(s) of vehicle or condition of loading such that the spare tire or any part of the load or dunnage can fall onto the roadway.
X			b. Protection against shifting cargo.
X			
			7. STEERING MECHANISM
X			a. Steering Wheel Free Play
X			b. Steering Column
X			c. Front Axle Beam and All Steering Components Other Than Steering Column
X			d. Steering Gear Box
X			e. Pitman Arm
X			f. Power Steering
X			g. Ball and Socket Joints
X			h. Tie Rods and Drag Links
X			I. Nuts
X			j. Steering System
			8. SUSPENSION
			a. Any U-bolt(s), spring hanger(s), or other axle positioning part(s) cracked, broken, loose or missing resulting in shifting of an axle from its normal position.
			b. Spring Assembly

OK	NEEDS REPAIR	REPAIR DATE	ITEM
			9. FRAME
X			a. Frame Members
X			b. Tire and Wheel Clearance
			c. Adjustable Axle Assemblies (Sliding Subframes)
N/A			
			10. TIRES
X			a. Tires on any steering axle of a power unit.
X			b. All other tires.
			11. WHEEL AND RIMS
N/A			a. Lock or Slide Ring.
X			b. Wheels and Rims
X			c. Fasteners
X			d. Welds
			12. WINDSHIELD GLAZING
X			Requirements and exceptions as stated pertaining to any crack, discoloration or vision reducing matter (reference 393.60 for exceptions)
			13. WINDSHIELD WIPERS
X			Any power unit that has an inoperative wiper or missing or damaged parts that render it ineffective.
			List any other condition which may prevent safe operation of this vehicle

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: X OK, X NEEDS REPAIR, NA IF ITEM DOES NOT APPLY, ____ REPAIRED DATE ____

VERIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION REPORT IN ACCORDANCE WITH 49 CFR

#16.

562.988.1654
"Once Tried, Always Preferred"
1121 E. Marshall Pl., Long Beach, CA 90807

Aerial Lift Inspection Report

PO / Work Order # _____

Owner: United Pacific Services

Address: 5529 Leeds St., South Gate, CA. 90280

Make: Terex-Telelect Model: 5FC-55

Serial Number: 2000313128 Unit: 114

Rated Capacity: 700# (Pounds) Service Status: X (Lifting) _____ (Other)

Description: Aerial Manlift

Boom Type: Articulating : X Power Telescoping : N/A Jib: N/A

Platform Height: 55' Insulated: X (Yes) _____ (No)

ARI BILLING & DOT INFO.

Vehicle ID. Number : 1GDM7H1COYJ508457 DOT Sticker #: 41461507

License Plate # / State : 55534F1 CA Mileage : 73,754

Vehicle Make : GMC Model : 7500 Year : 2008

Pass: X Fail: _____ See Comments: YES

Reinspection recommended: ?

Load test recommended: NO

Inspected By: Kenneth Walker Date: 9/30/2017

Person Contacted: Eric Franklin Date: 9/30/2017

Preferred Aerial & Crane Technology Inc
562.988.1654
"Once Tried, Always Preferred"

CERTIFICATE OF ANNUAL INSPECTION AND LOAD TEST

1. Owner: **United Pacific Services**
2. Owner's Address: **5529 Leeds St., South Gate, CA. 90280**
3. Device (check): ☐ Derrick ☑ Aerial Manlift ☐ Crane

4. Location: **Same as above** Rated Capacity: **700#**
5. Manufacturer: **Terex-Telelect** Model No.: **5FC-55** Serial No.: **2000313128**
6. Owner's Identification (if any): **114** License Plate No.: **55534F1 CA**

7. Test loads applied including functional test load:

Boom Angle	Boom Radius	Proof Load	Rated Load	Boom Direction
0° / 30°		300#	700#	Rear
/				

9. Remarks and/or limitations imposed: **None**

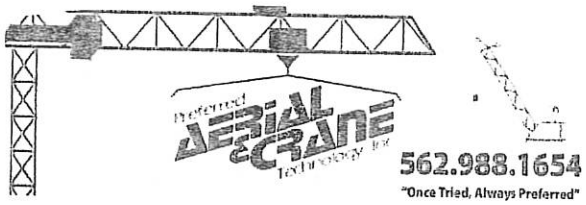
I certify that on **Saturday, September 30, 2017** the above described device was tested and examined by the undersigned: that said test and examination has been conducted in accordance with the requirements of ANSI.

Certifying Agency: Preferred Aerial & Crane Technology, Inc.
1121 E. Marshall Place, Long Beach, CA. 90807

Signature:
Print Name: **Kenneth Walker**
Title: **Field Surveyor**

Annual Certificate Expires: **September 30, 2018**
Issue Date: **September 30, 2017**

#16.



DIELECTRIC TEST REPORT

Articulating booms:

Platform Height: n/a
Upper Boom Angle: 0 °
Lower Boom Angle: 90 °

Platform Height recorded for consistency or duplication of test results

Telescoping booms:

Platform Height: n/a
Boom Angle: n/a

Owner: United Pacific Services **Date:** September 30, 2017
Address: 5529 Leeds St., South Gate, CA. 90280
Unit : 114 **Device:** **Articulating:** X **Power Telescoping:** n/a
Test Equipment Used: VON **Model:** C-1.5+ **PACT Equipment number:** n/a

Lower Test Electrode System? ☑ Yes ☐ No **Temp.** 75° **Humidity** 40% **Flashover** ☐ Yes ☑ No

Manufacturer: Terex-Telelect
Model: 5FC-55
Serial #: 2000313128

Weather Conditions
☐ Wet ☑ Dry
☑ Calm ☐ Windy
☑ Clear ☐ Overcast

Rated Line Voltage: 46 KV **Test Voltage:** 56 KV ☐ AC ☑ DC

UPPER BOOM/FULLY EXT		CHASSIS INSULAT. SYS.			OTHER	
Test Voltage	56 KV	Test Voltage	50 KV	Test Voltage KV	Test Voltage	KV
Time of Test	3 Min	Time of Test	3 Min	Time of Test Min	Time of Test	Min
Leakage Current	uA	Leakage Current	uA	Leakage Current uA	Leakage Current	uA

Dielectric Test Results: ☑ Pass ☐ Fail

Liner S/N			
Liner Test Voltage	KV	KV	
Time of Test	Min	Min	
Leakage Current	uA	uA	

This is to certify that the above test procedures, where applicable, comply with the requirements of the American National Standard vehicle-mounted elevating and rotating platforms, ANSI A92.2-1969, 1979, 1990.

Notice: The above tests do not guarantee the continuing insulation of the tested area. It shall be the user's responsibility to maintain the insulating qualities of the aerial device through periodic testing.

Annual Aerial Lift Safety Inspection

D. Chassis		OK	N/A	SEE NOTES
1.	Truck tires are properly inflated and are not worn or damaged	X		
2.	Truck parking brake or wheel lockup holding properly	X		
3.	Frame intact and without obvious defect	X		
4.	Outrigger mountings are secure and cross channels are intact	X		
5.	Aerial lift mounting intact (bolts and welds)	X		
6.	Body mounting intact	X		
7.	Bed or bumper winch mounts secure		X	
8.	Torsion bars intact and properly lubricated		X	
9.	Boom rest securely anchored and stable	X		
10.	Exhaust system intact	X		
11.	Trailer pintle hook or ball secure and not showing extreme wear	X		
12.	Other: _____			

E. Pedestal and Turntable				
1.	Mounting secure (bolts and welds as applicable)	X		
2.	Turntable bearings or bushings not excessively worn	X		
3.	No cracked welds or deformed members	X		
4.	Rotation drive motor and gearbox secure	X		
5.	Rotation gearbox not cracked or leaking	X		
6.	Rotation gears properly lubricated	X		
7.	Keys not loose or keyways deformed	X		
8.	Other: _____			

F. Outriggers				
1.	Outriggers not deformed or cracked	X		
2.	Pins and component parts properly retained and not worn or cracked	X		
3.	Hydraulic cylinders not leaking	X		
4.	Hydraulic cylinders equipped with holding devices	X		
5.	Bolts intact	X		
6.	Pads not excessively worn or cracked	X		
7.	Other: _____			

G. Steel booms, baskets & platforms				
1.	Check for deformed, cracked, or corroded members	X		
2.	Rollers, wear pads and guides properly lubricated and not excessively worn	X		
3.	Pivot pins not worn or cracked and mounting holes not elongated	X		
4.	Pin properly lubricated with bearings and bushings not excessively worn	X		
5.	Pins properly retained	X		
6.	Cylinders not leaking and end caps are secure	X		
7.	Cylinders equipped with holding devices	X		
8.	Basket structure not corroded		X	
9.	Basket leveling and securing devices functioning properly	X		
10.	Other: _____			

#16.

562.988.1654
"Once Tried, Always Preferred"
1121 E. Marshall Pl., Long Beach, CA 90807

Aerial Lift Inspection Report

PO / Work Order # _____

Owner: United Pacific Services

Address: 5529 Leeds St., South Gate, CA. 90280

Make: Terex-Telelect Model: HI-Ranger 6H-65

Serial Number: 2010214411 Unit: #122

Rated Capacity: 750# (Pounds) Service Status: X (Lifting) _____ (Other)

Description: Aerial Manlift

Boom Type: Articulating : X Power Telescoping : N/A Jib: N/A

Platform Height: 80' Insulated: X (Yes) _____ (No)

ARI BILLING & DOT INFO.

Vehicle ID. Number : 2FZHATAK61AH73486 DOT Sticker #: 37535919

License Plate # / State : 70772U1 / Calif. Mileage : 61,826

Vehicle Make : Sterling Model : _____ Year : 2000

Pass: X Fail: _____ See Comments: YES

Reinspection recommended: NO

Load test recommended: NO

Inspected By: J. Paterson Date: 9/30/2017

Person Contacted: Eric Franklin Date: 9/30/2017

Preferred Aerial & Crane Technology, Inc.
562.988.1654
"Once Tried, Always Preferred"

CERTIFICATE OF ANNUAL INSPECTION AND LOAD TEST

1. Owner: **United Pacific Services**
2. Owner's Address: **5529 Leeds St., South Gate, CA. 90280**
3. Device (check): ☐ Derrick ☑ Aerial Manlift ☐ Crane

4. Location: **Same as above** Rated Capacity: **750#**
5. Manufacturer: **Terex-Telelect** Model No.: **HI-Ranger 6H-65** Serial No.: **2010214411**
6. Owner's Identification (if any): **#122** License Plate No.: **70772U1 / Calif.**

7. Test loads applied including functional test load:

Boom Angle	Boom Radius	Proof Load	Rated Load	Boom Direction
0° / 30°		**300#**	**750#**	**Rear**
/				

9. Remarks and/or limitations imposed: **None**

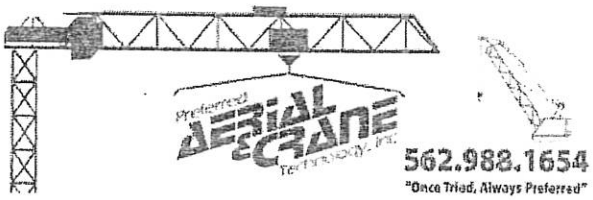
I certify that on **Saturday, September 30, 2017** the above described device was tested and examined by the undersigned: that said test and examination has been conducted in accordance with the requirements of ANSI.

Certifying Agency: Preferred Aerial & Crane Technology, Inc.
1121 E. Marshall Place, Long Beach, CA. 90807

Signature:
Print Name: **J. Paterson**
Title: **Field Surveyor**

Annual Certificate Expires: **September 30, 2018**
Issue Date: **September 30, 2017**

#16.



DIELECTRIC TEST REPORT

Articulating booms:
Platform Height: n/a
Upper Boom Angle: 0 °
Lower Boom Angle: 30°
Platform Height recorded for consistency or duplication of test results

Telescoping booms:
Platform Height: n/a
Boom Angle: n/a

Owner: United Pacific Services
Date: September 30, 2017
Address: 5529 Leeds St., South Gate, CA. 90280
Unit : #122
Device: Articulating: X
Power Telescoping: n/a
Test Equipment Used: VON
Model: C-1.5+
PACT Equipment number: n/a

Lower Test Electrode System? ☑ Yes ☐ No Temp. 75° Humidity 40% Flashover ☐ Yes ☑ No

Manufacturer: Terex-Telelect
Model: HI-Ranger 6H-65
Serial #: 2010214411

Weather Conditions
☐ Wet ☑ Dry
☑ Calm ☐ Windy
☑ Clear ☐ Overcast

Rated Line Voltage: 500 KV
Test Voltage: 170 KV ☐ AC ☑ DC

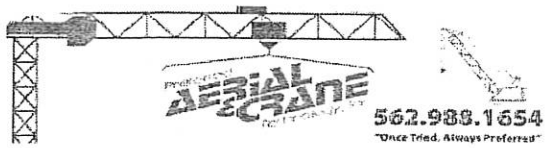
UPPER BOOM/FULLY EXT			CHASSIS INSULAT. SYS.				OTHER	
Test Voltage	170	KV	Test Voltage	50	KV	Test Voltage KV	Test Voltage	KV
Time of Test	3	Min	Time of Test	3	Min	Time of Test Min	Time of Test	Min
Leakage Current	40	uA	Leakage Current	5	uA	Leakage Current uA	Leakage Current	uA

Dielectric Test Results: ☑ Pass ☐ Fail

Liner S/N			
Liner Test Voltage	KV	KV	
Time of Test	Min	Min	
Leakage Current	uA	uA	

This is to certify that the above test procedures, where applicable, comply with the requirements of the American National Standard vehicle-mounted elevating and rotating platforms, ANSI A92.2-1969, 1979, 1990.

Notice: The above tests do not guarantee the continuing insulation of the tested area. It shall be the user's responsibility to maintain the insulating qualities of the aerial device through periodic testing.



Preferred Aerial & Crane Technology

1121 E. Marshall PL., Long Beach, CA. 90807

ANNUAL VEHICLE INSPECTION REPORT

MOTOR CARRIER OPERATOR	DATE	INSPECTION LABEL NO.	UNIT NUMBER
United Pacific Services	9/30/2017	37535919	#122
5529 Leeds St., South Gate, CA. 90280	QUALIFIED INSPECTOR'S NAME (PRINT OR TYPE) J. Paterson		ID NUMBER
ADDRESS ,CITY, STATE, ZIP CODE			

LICENSE PLATE NUMBER/STATE	VEHICLE IDENTIFICATION NUMBER	VEHICLE DESCRIPTION
70772U1 / Calif.	2FZHATAK61AH73486	Aerial Manlift

VEHICLE COMPONENTS INSPECTED

OK	NEEDS REPAIR	REPAIR DATE	ITEM
			1. BRAKE SYSTEM
X			a. Service Brakes
X			b. Parking Brake System
X			c. Brake Drums or Rotors
X			d. Brake Hoses
X			e. Brake Tubing
X			f. Low Pressure Warning Device
X			g. Tractor Protection Valve
X			h. Air Compressor
N/A			I. Electric Brakes
N/A			j. Hydraulic Brakes
N/A			k. Vacuum Systems
			2. COUPLING DEVICES
N/A			a. Fifth Wheels
N/A			b. Pintle Hooks
N/A			c. Drawbar/Towbar Eye
N/A			d. Drawbar/Towbar Tongue
N/A			e. Safety Devices
N/A			f. Saddle-Mounts
			3. EXHAUST SYSTEM
X			a. Any exhaust system determined to be leaking at a point forward of or directly below the driver/ sleeper compartment.
N/A			b. A bus exhaust system leaking or discharging to the atmosphere in violation of standards (1), (2) or (3)
X			c. No part of the exhaust system of any motor vehicle shall be so located as would be likely to result in burning, charring, or damaging the electrical wiring, the fuel supply, or any combustible part of the motor vehicle.

OK	NEEDS REPAIR	REPAIR DATE	ITEM
X			**4. FUEL SYSTEM**
X			a. Visible leak
X			b. Fuel tank filter cap missing
			c. Fuel tank securely attached.
X			**5. LIGHTING DEVICES** All lighting devices and reflectors required by Section 393 shall be operable.
X			**6. SAFE LOADING**
X			a. Part(s) of vehicle or condition of loading such that the spare tire or any part of the load or dunnage can fall onto the roadway.
X			b. Protection against shifting cargo.
X			**7. STEERING MECHANISM**
X			a. Steering Wheel Free Play
X			b. Steering Column
X			c. Front Axle Beam and All Steering Components Other Than Steering Column
X			d. Steering Gear Box
X			e. Pitman Arm
X			f. Power Steering
X			g. Ball and Socket Joints
X			h. Tie Rods and Drag Links
X			I. Nuts
X			j. Steering System
			8. SUSPENSION
X			a. Any U-bolt(s), spring hanger(s), or other axle positioning part(s) cracked, broken, loose or missing resulting in shifting of an axle from its normal position.
X			b. Spring Assembly

OK	NEEDS REPAIR	REPAIR DATE	ITEM
			9. FRAME
X			a. Frame Members
X			b. Tire and Wheel Clearance
N/A			c. Adjustable Axle Assemblies (Sliding Subframes)
			10. TIRES
X			a. Tires on any steering axle of a power unit.
X			b. All other tires.
			11. WHEEL AND RIMS
N/A			a. Lock or Slide Ring.
X			b. Wheels and Rims
X			c. Fasteners
X			d. Welds
			12. WINDSHIELD GLAZING Requirements and exceptions as stated pertaining to any crack, discoloration or vision reducing matter (reference 393.60 for exceptions)
X			**13. WINDSHIELD WIPERS** Any power unit that has an inoperative wiper or missing or damaged parts that render it ineffective.
			List any other condition which may prevent safe operation of this vehicle

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: X OK, X NEEDS REPAIR, NA IF ITEM DOES NOT APPLY, ____ REPAIRED DATE

VERIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION REPORT IN ACCORDANCE WITH 49 CFR 396.

#16.

CAUTION

PLEASE MOVE YOUR CAR

TREE TRIMMING

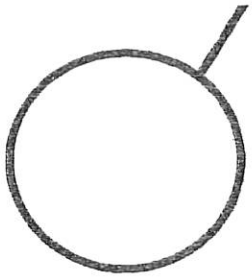
WE DO NOT USE TOW-A-WAY SIGNS WE REQUEST VEHICLES TO BE MOVED. WE ALSO USE DOOR HANGERS

DATE:

TIME:

7am to 5pm

United Pacific Services under contract with the *City of Compton*



CITY OF DOWNEY
DEPARTMENT OF PUBLIC WORKS
TREE MAINTENANCE NOTICE
(TRIMMING/REMOVAL/PLANTING)

A project to trim parkway trees and remove decayed trees and tree stumps on various streets in the City of Downey is assigned to United Pacific Services (UPS). Your street is included in this project. The tree in the parkway area will be trimmed or removed or a new tree planted starting at approximately 7:00 A.M. To 4:30 P.M. on:

_____

UPS is expected to begin work within the next few days. In addition to this notice UPS will also post NO-Parking signs on your tree 24-hours prior to doing any work. If in the event of bad weather work will be performed the following day of the posted date.

YOUR COOPERATION AND ASSISTANCE IN CLEARING ALL VEHICLES FROM THE STREET PRIOR TO THE WORK DATE NOTED ABOVE WILL ASSURE SAFE WORKING CONDITIONS

The trees will be pruned to established industry standards to ensure they are of proper size and shape for good health and safety. In addition all tree work performed will be to the International Society of Aboriculture (ISA) standards.

When the contractor's crew is working on your street, we request that you park your vehicles in your garage or driveway, away from the street curb, in order to allow the workers and equipment easy access to the trees and to prevent the possibility of damage from falling tree limbs and branches. We ask for your understanding and cooperation. For further information please contact the City of Downey division of Parks and Street Trees at: (562) 904-7192 and ask for Giovanni Amador - Maintenance Service Division.

SAMPLE

DOOR HANGER

The door hanger will be modified for the City of Compton and will be in both English and Spanish. This is a sample door hanger that will be changed for doing either tree planting, tree trimming, root pruning, tree removal, spraying, bark banding or any other work for the City of Compton. In addition we will also post No-Parking signs 48 hours prior to doing any work in the city.

#16.

COUNTY OF LOS ANGELES - CONTRACTS AWARDED / RENEWED - 74

UNITED PACIFIC SERVICES CONTRACTS AWARDED FROM 2000 TO 2015 = $17,420,072.00

	Contract Description and Location	Contract
1.	County of Los Angeles "East Area" / 2000 - Flood Channels	$381,740.00
2.	County of Los Angeles Housing Development / 2000 - Tree Service	$16,868.00
3.	County of Los Angeles "South Area" - 2001 / 2002 - Flood Channels	$221,049.00
4.	County of Los Angeles "East Area" / 2002 - Flood Channels	$435,239.00
5.	County of Los Angeles - San Gabriel - 2002 - River	$293,000.00
6.	County of Los Angeles - 2001 / 2002 - Tree Planting	$60,325.00
7.	County of Los Angeles - L.A. River/Comp. Creek - 2001/2002 - Flood Channels	$363,200.00
8.	County of Los Angeles - L.A. River/Comp. Creek - 2003 to 2005 - Flood Channels	$726,400.00
9.	County of Los Angeles - L.A. River/Rio Hondo - 2001/2002 - Flood Channels	$353,175.00
10.	County of Los Angeles - L.A. River/Rio Hondo - 2003 to 2005 - Flood Channels	$706,350.00
11.	County of Los Angeles - East area - 2003 - Catch Basin	$123,000.00
12.	County of Los Angeles - West area - 2003 - Catch Basin	$146,000.00
13.	County of Los Angeles - Trimming / 2003 - Palms Trees	$37,770.00
14.	County of Los Angeles - "Eastern Avenue" - 2003 - Trim Trees	$12,500.00
15.	County of Los Angeles - San Gabriel 2003 and 2005 - River	$631,000.00
16.	County of Los Angeles - Trim and Remove trees 2001 / 2003 - AsNeeded Emergency Tree Work	$175,884.00
17.	County of Los Angeles - "West Area" - 2003 - Flood Channels	$105,000.00
18.	County of Los Angeles - Sanitation Department / 2004 - Hydroseed Flood Channel	$29,501.00
19.	County of Los Angeles - "South Area" - 2004 - Flood Channels	$275,000.00
20.	County of Los Angeles - "Costal Spreading Grounds" - Flood Channels - 2005	$156,000.00
21.	County of Los Angeles - "Malibu" - 2004 - Landscape Maintenance	$50,000.00
22.	County of Los Angeles - "Malibu" - 2005 - Landscape Maintenance	$50,000.00
23.	County of L.A. - Tree Trim and Removal - 2004 - Tree Maintenance	$152,000.00
24.	County of L.A. - Tree Trim and Removal - RMD 4146010 - 2006	$107,095.00
25.	County of L.A. - Coastal Spreading Grounds, Rio Hondo & San Gabriel - 2006	$156,000.00
26.	County of L.A. - Malibu year 2006	$50,000.00
27.	County of Los Angeles - Landscape Maint., L.A. River - South Area - 2005 / 2006	$772,000.00
28.	County of Los Angeles - Malibu - year 2006	$50,000.00
29.	County of Los Angeles - RMD 3346005 - Topanga Canyon - Tree Trim & Removal	$343,934.00
30.	County of Los Angeles - RMD 4446006 - Whittier Area - Tree Trim & Removal	$196,480.00
31.	County of Los Angeles - Coastal Spreading Grounds, Rio Hondo & San Gabriel - 2007	$45,000.00
32.	County of Los Angeles - San Gabriel River - 2006 - Weed Abatement	$295,000.00
33.	County of Los Angeles, Malibu - year 2007 to 2008	$50,000.00
34.	County of Los Angeles - Landscape Maint.,Montellano Slope - 2007 to 2008	$29,000.00
35.	County of Los Angeles - L.A. River - South Area - 2006 - 2007	$772,000.00
36.	County of Los Angeles - RMD 1546036 - E.L.A. Area - Tree Trim & Removal	$102,000.00
37.	County of Los Angeles - Landscape Maint., L.A. River - South Area - 2008 / 2009	$772,000.00
38.	County of Los Angeles - Landscape Maint., Malibu - year 2008 to 2009	$50,000.00
39.	County of Los Angeles - AsNeeded Emergency Tree Service - year 2008 to 2009	$394,562.00
40.	County of Los Angeles - Landscape Maint., Montellano Slope - 2008 to 2009	$29,000.00
41.	County of Los Angeles - Landscape Maint., Montellano Slope - 2009 to 2010	$29,000.00
42.	County of Los Angeles - Landscape Maint., L.A. River - South Area - 2009 to 2010	$736,000.00
43.	County of Los Angeles - Landscape Maint., L.A. River - East Area 2009 to 2010	$60,000.00
44.	County of Los Angeles - Landscape Maint., Dominguez Gap 2010 to 2011	$256,000.00
45.	County of Los Angeles - Landscape Maint., Malibu - 2009 to 2010	$75,000.00
46.	County of Los Angeles - As-Needed Emergency Tree Service - 2009 to 2010	$25,000.00
47.	County of Los Angeles - Landscape Maint., Montellano Slope - 2010 to 2011	$29,000.00
48.	County of Los Angeles - Landscape Maint.,L.A. River - South Area - 2010 to 2011	$736,000.00
49.	County of Los Angeles - Landscape Maint., L.A. East Area 2010 to 2011	$60,000.00
50.	County of Los Angeles - Landscape Maint., Dominguez Gap 2011 to 2012	$256,000.00
51.	County of Los Angeles - Landscape Maint., Malibu - 2010 to 2011	$75,000.00
52.	County of Los Angeles - As Needed Emergency Tree Service - 2010 to 2011	$50,000.00
53.	County of Los Angeles - North Area tree maintenance - 2011 to 2012	$900,000.00
54.	County of Los Angeles - Landscape Maint., Montellano Slope - 2011 to 2012	$29,000.00
55.	County of Los Angeles - Landscape Maint.,L.A. River - South Area - 2011 to 2012	$736,000.00
56.	County of Los Angeles - Landscape Maint., L.A. East Area 2011 to 2012	$60,000.00
57.	County of Los Angeles - Landscape Maint., Dominguez Gap 2011 to 2012	$256,000.00
58.	County of Los Angeles - Landscape Maint., Malibu - 2011 to 2012	$75,000.00
59.	County of Los Angeles - As Needed Emergency Tree Service - 2011 to 2012	$50,000.00
60.	County of Los Angeles - Landscape Maint., Montellano Slope - 2012 to 2013	$25,000.00
61.	County of Los Angeles - Landscape Maint.,L.A. River - South Area - 2012 to 2013	$625,000.00
62.	County of Los Angeles - Landscape Maint., L.A. East Area 2012 to 2013	$70,000.00
63.	County of Los Angeles - Landscape Maint., Dominguez Gap 2012 to 2013	$256,000.00
64.	County of Los Angeles - Landscape Maint. Malibu - 2012 to 2013	$75,000.00
65.	County of Los Angeles - Landscape Maint., Montellano Slope - 2013 to 2014	$25,000.00
66.	County of Los Angeles - Landscape Maint.,L.A. River - South Area - 2013 to 2014	$625,000.00
67.	County of Los Angeles - Landscape Maint., L.A. East Area 2013 to 2014	$70,000.00
68.	County of Los Angeles - Landscape Maint., Dominguez Gap 2013 to 2014	$256,000.00
69.	County of Los Angeles - Landscape Maint., Malibu - 2013 to 2014	$75,000.00
	TOTAL	$16,310,072.00

County of Los Angeles contracts in progress for the year 2014 to 2015

	CURRENT CONTRACTS	AMOUNT
1.	County of Los Angeles - Landscape Maint., Montellano Slope - 2014 to 2015	$25,000.00
2.	County of Los Angeles - Landscape Maint., L.A. River - South Area - 2014 to 2015	$625,000.00
3.	County of Los Angeles - Landscape Maint., L.A. East Area 2014 to 2015	$70,000.00
4.	County of Los Angeles - Landscape Maint., Dominguez Gap 2014 to 2015	$256,000.00
5.	County of Los Angeles - Landscape Maint., Malibu - 2014 to 2015	$75,000.00
	Sub Total	$1,051,000.00
	TOTAL AMOUNT	$17,420,072.00

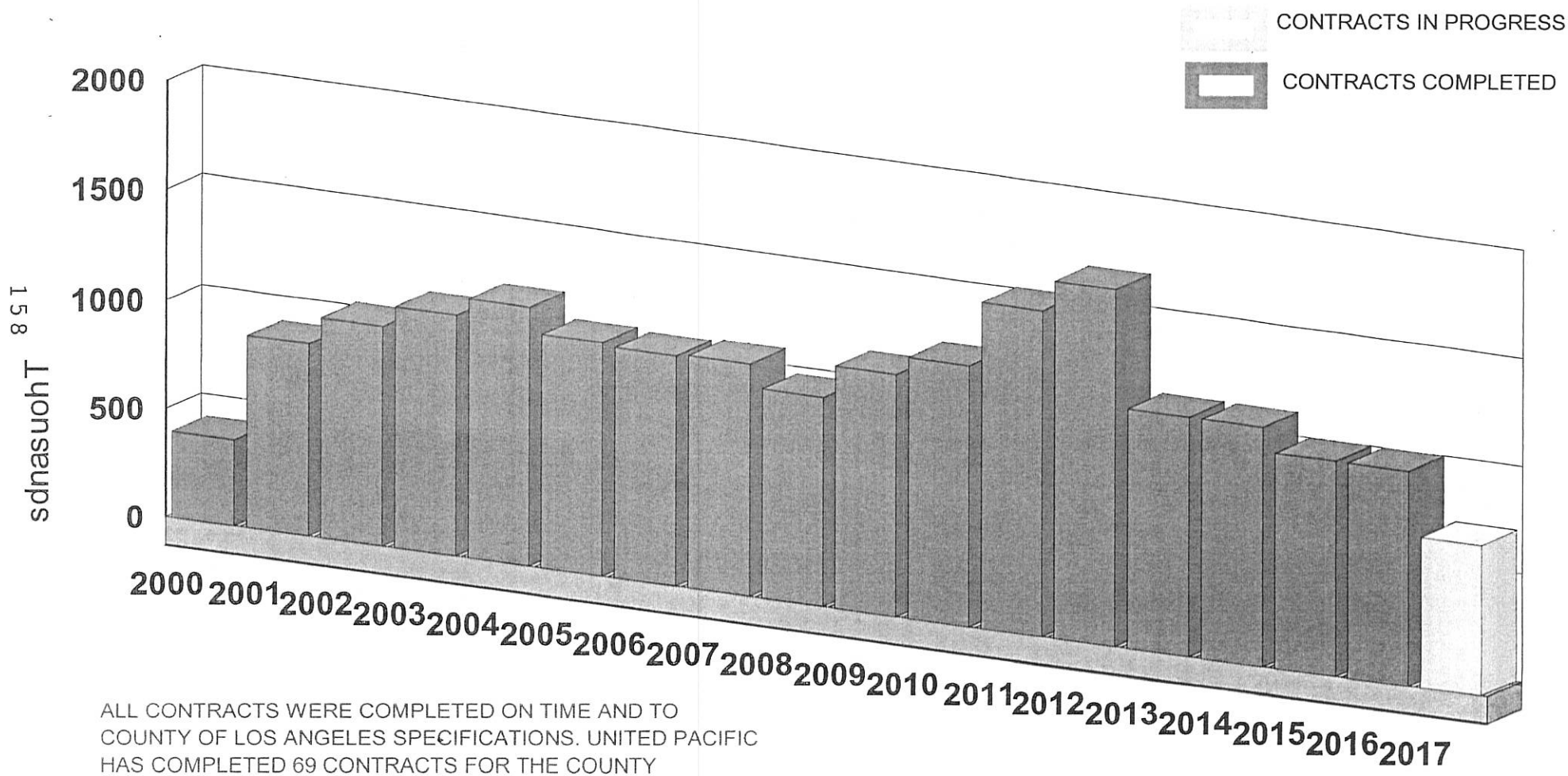
United Pacific Services, Inc.

County of Los Angeles

Contracts - Completed & Renewed & In Progress

ANNUAL GROSS SALES FROM - 2000 TO 2016

$19,420,072



ALL CONTRACTS WERE COMPLETED ON TIME AND TO COUNTY OF LOS ANGELES SPECIFICATIONS. UNITED PACIFIC HAS COMPLETED 69 CONTRACTS FOR THE COUNTY SINCE THE YEAR 2000 AND Four CONTRACTS ARE CURRENTLY IN PROGRESS.

#16.


City of Simi Valley
March of 2012
95' Aerial and 140'
Crane
Eucalyptus tree
removal



160

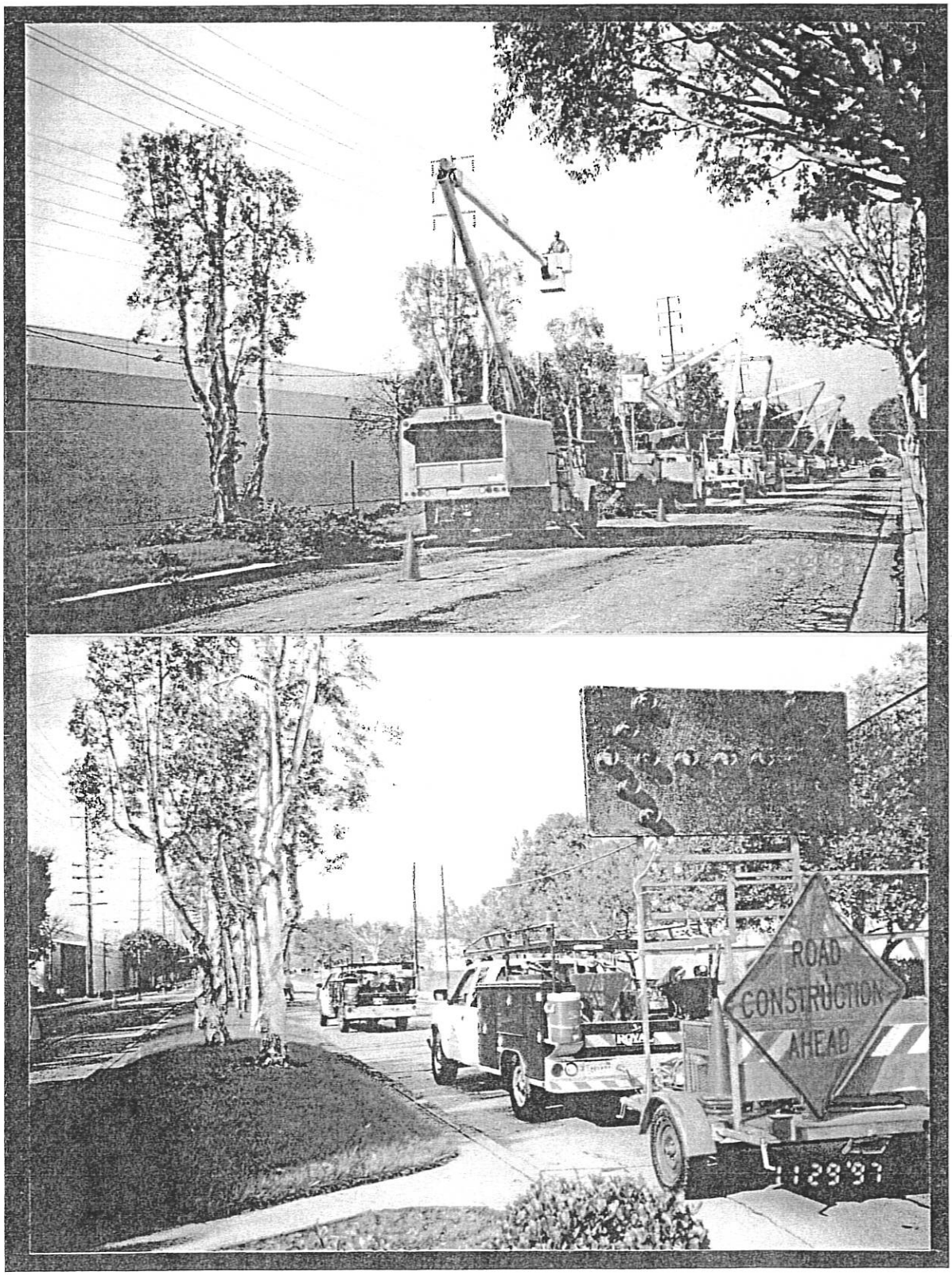
#16.

LOS ANGELES COUNTY EMERGENCY STATION FIRE CONTRACT

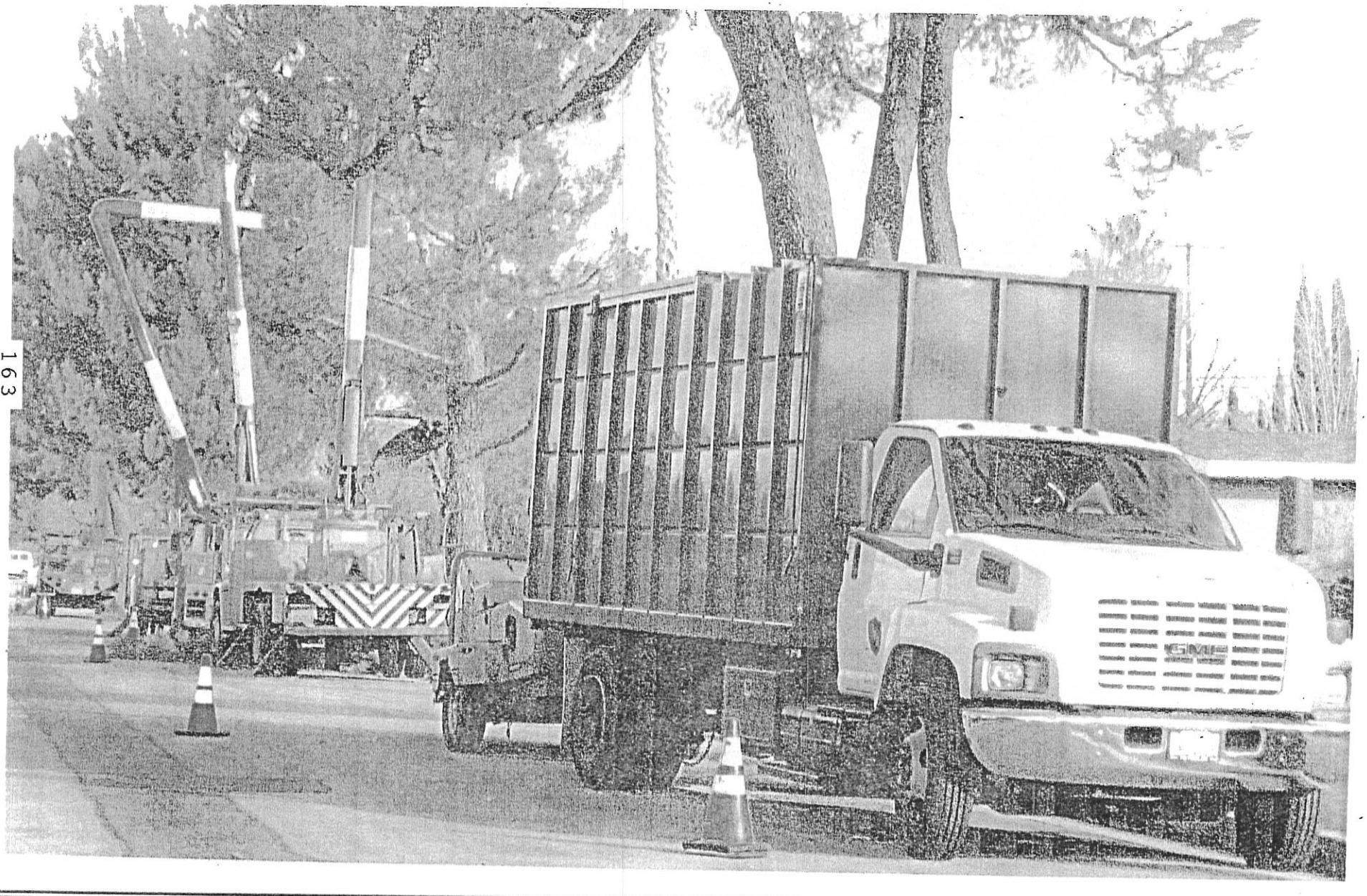


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CITY OF COMMERCE - *November 29, 1997*

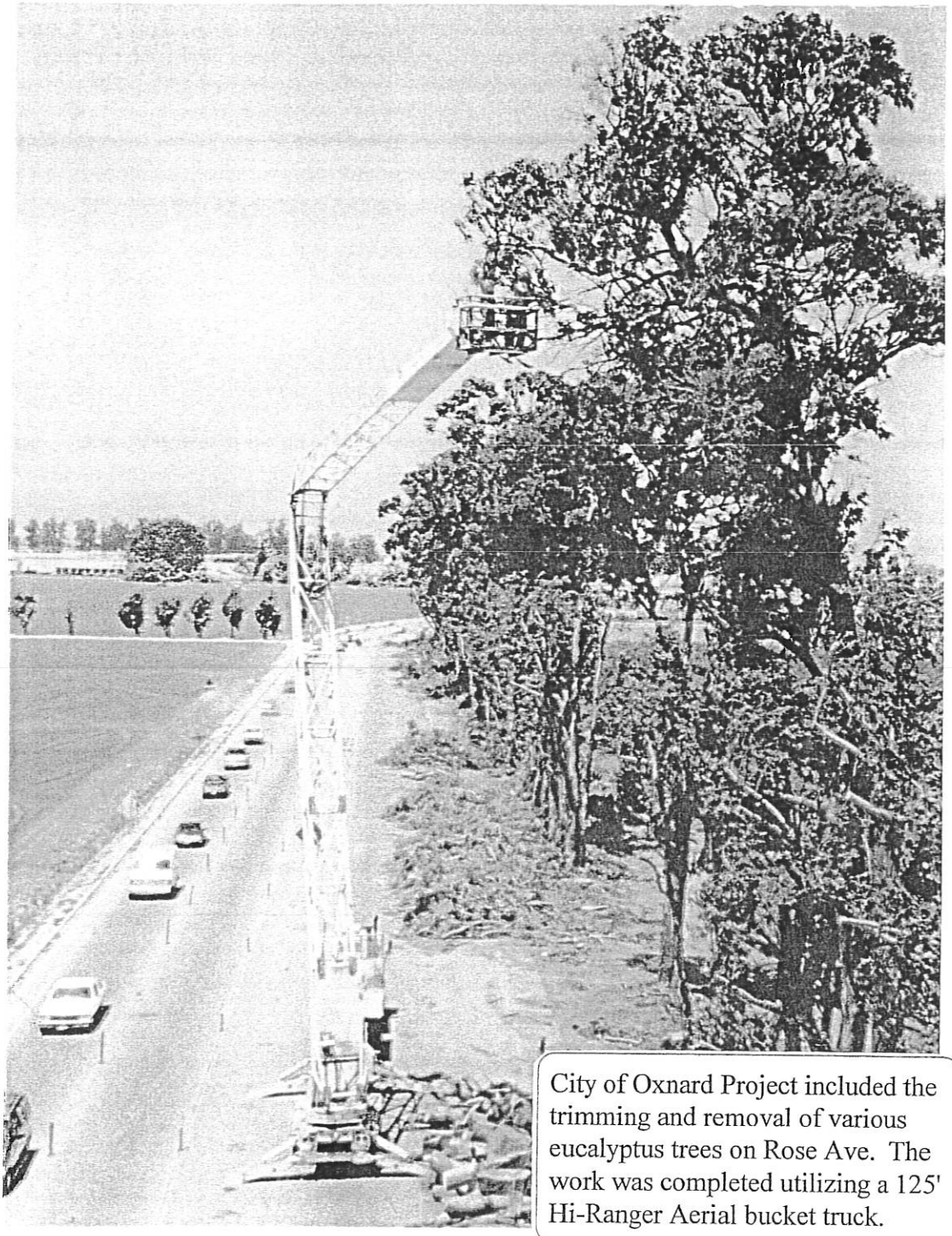


CITY OF SANTA CLARITA
YEAR 2009

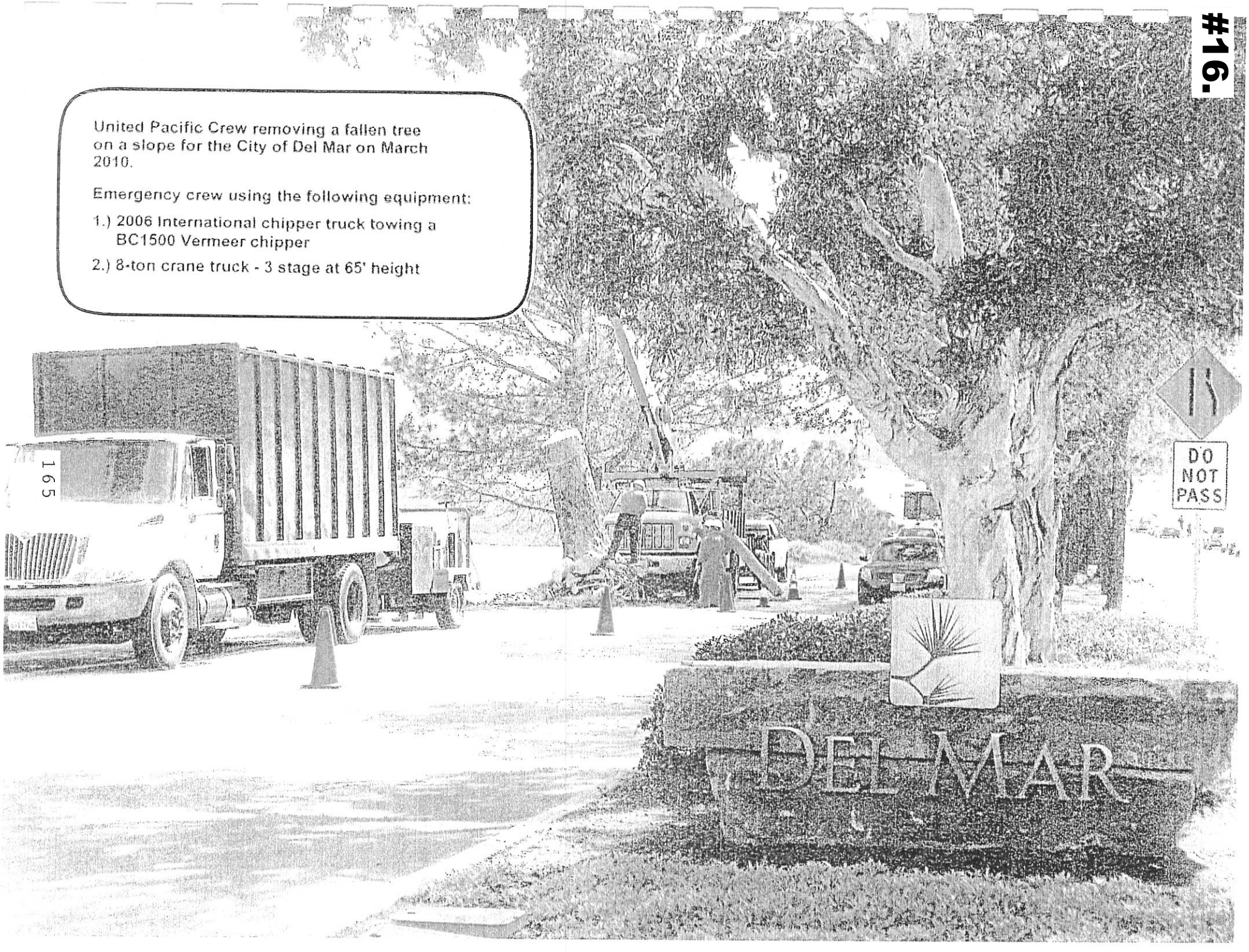


CITY OF OXNARD PROJECT

July 1995



City of Oxnard Project included the trimming and removal of various eucalyptus trees on Rose Ave. The work was completed utilizing a 125' Hi-Ranger Aerial bucket truck.



United Pacific Crew removing a fallen tree on a slope for the City of Del Mar on March 2010.

Emergency crew using the following equipment:

1.) 2006 International chipper truck towing a BC1500 Vermeer chipper

2.) 8-ton crane truck - 3 stage at 65' height

11/4/2009 9:26:24 AM

CITY OF RANCHO CUCAMONGA
PLANT 48" BOX PALM
04/15/09

#16.

Arbor Age

Magazine

May, 1984



SELECTED BY THE LOS ANGELES OLYMPIC ORGANIZING COMMITTEE TO TRIM AND PRUNE ALL OF EXPOSITION PARK FEATURING OVER 1400 TREES REPRESENTING 36 DISTINCT SPECIES SITUATED ON 130 ACRES IN THE HEART OF LOS ANGELES, HEADQUARTERS AN[illegible]R THE OPENING CEREMONIES OF THE 1984 SUMMER OLYMPIC GAMES.

Arbor Age
Magazine
May, 1984



SELECTED BY THE LOS ANGELES OLYMPIC ORGANIZING COMMITTEE TO TRIM AND PRUNE ALL OF EXPOSITION PARK FEATURING OVER 1400 TREES REPRESENTING 36 DISTINCT SPECIES SITUATED ON 130 ACRES IN THE HEART OF LOS ANGELES, HEADQUARTERS AN[illegible]R THE OPENING CEREMONIES OF THE 1984 SUMMER OLYMPIC GAMES.

UNITED PACIFIC SERVICES, INC.






GMC

SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
UNITED PACIFIC SERVICES, INC.

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 **UNITED PACIFIC SERVICES, INC.** (hereinafter referred to as **"CONTRACTOR"**) located at 5529 Leads Street, South Gate, California 90280, (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 the 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 tree care and maintenance services to insure that the most appropriate care and maintenance is provided for the City's urban forestry.

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:

It is the mutual understanding of the Parties that 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 annual professional tree care and maintenance services; which shall include, but not limited to performing the following tree maintenance activities at various locations throughout the City:

- Tree trimming plus schedule
- Tree removal plus schedule
- Tree planting plus schedule
- Clean-up and disposal and/or recycling of generated green waste
- Root pruning and root barrier installation
- Tree inventory by species and management when directed
- Small tree care

- Emergency on-call services

As more fully discussed and specified with the City's "Notice of Request for Quotation/Request for Quotations for Tree Maintenance Services," any "Instructions to Bidders," any "Supplementary Instructions to Bidders," and any addendum(s) and supplements thereto issued by the City, and the "Work Plan/Quality Control Plan, Request for Proposal for Tree Maintenance Services" 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 Contract Term:

The Contractor shall commence performance of the work or about March 1, 2018, or as otherwise agreed in writing with the Director of Public Works or his/her designee. The term of this Agreement shall be for a period of three (3) year, March 1, 2018 through February 28, 2021, unless this Agreement is extended or terminated as provided herein.

3.0 Contract Price:

The method of payment for the services rendered pursuant to this Agreement shall be based on a fee-for-services basis, billable at the unit price rates specified within the **Contractor's Proposal**, which is incorporated herein. It is understood and agreed between the Parties that the maximum compensation payable for the services to be provided by the Contractor during each contract year of this Agreement shall be limited to a not-to-exceed amount of **Four Hundred Thousand Dollars ($400,000.00).**

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

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

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized and detailed invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoices shall be delivered or mailed to the **Director of**

the Public Works Department at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

In the event of termination, the Contractor shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any non-cancellable 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 name, title/position 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 **Director** of the **Public Works 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 the services means, methods, techniques 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 work locations subject to this Agreement;

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

.c The property located at the locations, 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 locations 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 location 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 adjustments in the Agreement.

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 locations differing from those indicated by information about the locations made available to Contractor prior to work assignment of the location.

.c Unknown physical conditions at the locations 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:

7.1 General Indemnity. To the fullest extent allowed by law, 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 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 Agreement, 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.

7.2 Survival. The provisions of Paragraph 7.0 shall survive complete performance or termination of this Agreement.

7.3 Severability. The invalidity of any portion of Paragraph 7.0 shall not affect or render unenforceable any other portions thereof.

8.0 Insurance:

8.1 Insurance Requirements. The Contractor shall not commence services under this Agreement 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 Agreement 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.

.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 Agreement.

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 Agreement.

.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 Agreement, 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 <u>Non-Discriminatory Employment Practices:</u>

During the performance of this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. 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 this Agreement. 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 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.

18.0 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 fifth (5th) 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:	**United Pacific Services, Inc.** **5529 Leads Street** **South Gate, California 90280** **Attn: Michael Bodart, President** **(562) 691-4600** **(562) 691-8839 – fax.**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Director, Public Works Department** **(310) 605-5505** **(310) 605-6326 – fax.**
With copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

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

19.0 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, expenditures and disbursements charged 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.

20.0 Examination and Audit:

This Agreement 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.

21.0 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.

22.0 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.

23.0 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.

24.0 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.

25.0 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.

26.0 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.

UNITED PACIFIC SERVICES, INC./CONTRACTOR

Dated: _____ **By _____**
Name/title

CITY OF COMPTON
Recommended for Approval by:

By _____ **Dated: _____**
Wendell Johnson, P.E., (Interim) Director
Public Works Department

Approved by:

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

Approved as to form:

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

ATTEST:

Dated: _____ By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR TREE MAINTENANCE SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR UNITED PACIFIC SERVICES, INC. FOR CITYWIDE TREE MAINTENANCE SERVICES ($400,000)**

Wendell Johnson	**2/14/2018 9:56:08 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**2/21/2018 12:17:31 PM**
CITY ATTORNEY	DATE
Austin Okonta	**2/14/2018 3:57:48 PM**
CITY CONTROLLER	DATE
Cecil Rhambo	**2/14/2018 3:07:55 PM**
CITY MANAGER	DATE

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

February 27, 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.

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, THERFORE, 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

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 BOULVARD 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° 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.

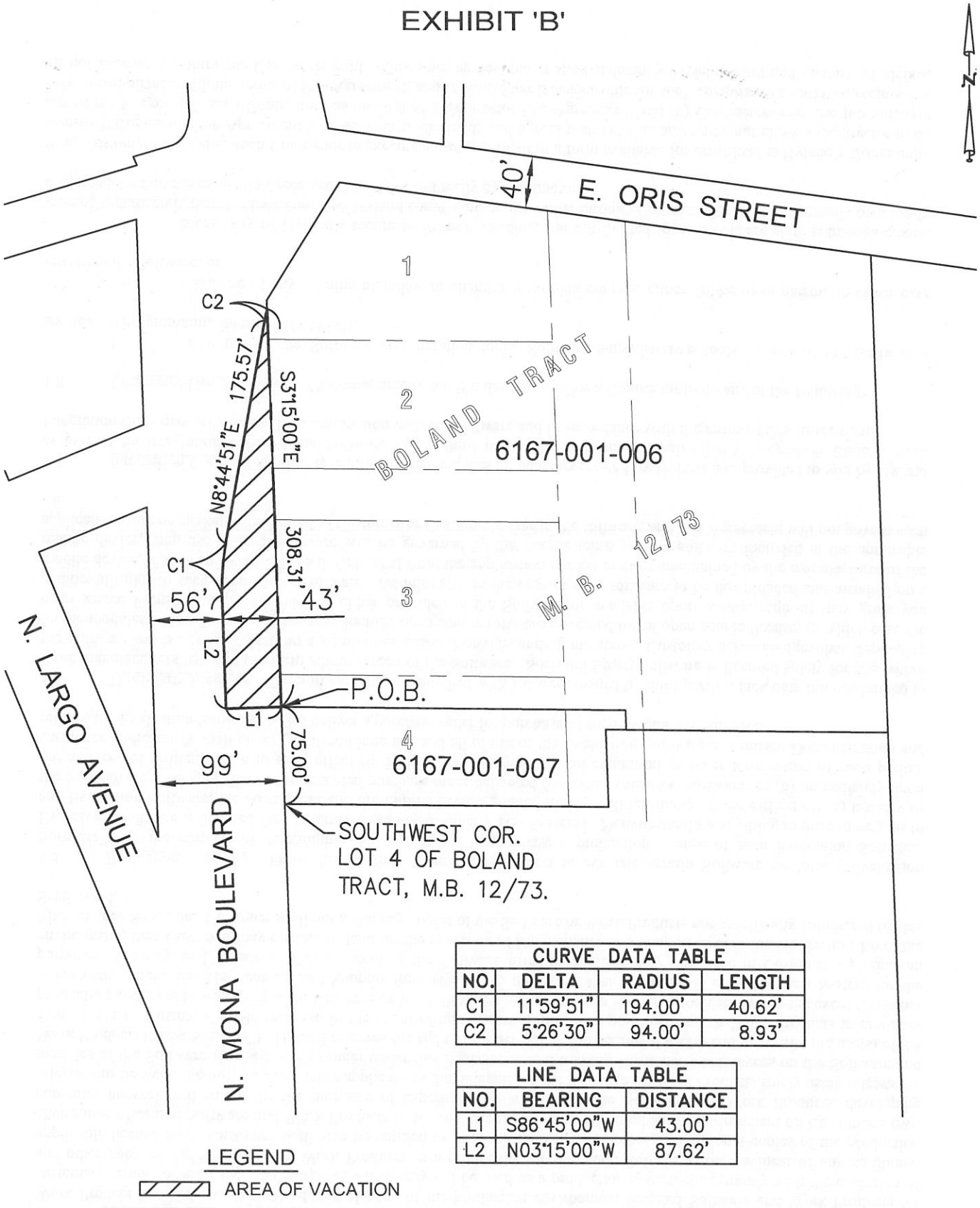
SAID LAND CONTAINS 8,978 SQUARE FEET, MORE OR LESS.

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



1/17/18-JEK

EXHIBIT 'B'



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'

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:	2/13/18
BY:	JEK	JOB NO.:	515.00

#17.

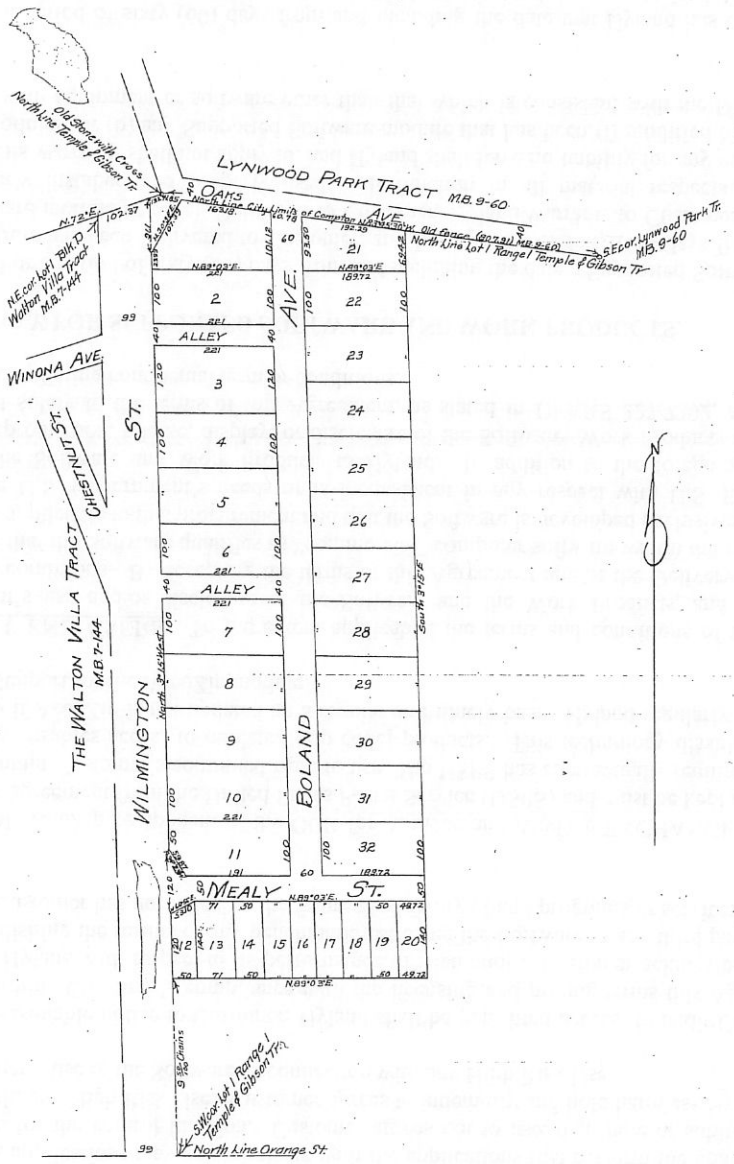
12+73

THE BOLAND TRACT

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

Surveyed Jan. 1907 by V.W. Hayes

Scale 1 inch = 100 ft. City Engineer


Old Stone with Cross
North Line Temple & Gibson Tr.
LYNWOOD PARK TRACT M.B. 9-60
40 OAKS
North Line City Limits of Compton
AVE.
N.71°E
102.57
N.89°03'E
189.72
N.89°03'E
189.72
N.89°03'E
221
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191
N.89°03'E
188.72
N.89°0 3'E
N.89°0 3'E
N.89°0 3'E

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	**2/8/2018 3:42:05 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**2/14/2018 11:48:41 AM**
CITY ATTORNEY	DATE
Austin Okonta	**2/12/2018 8:46:26 AM**
CITY CONTROLLER	DATE
Cecil Rhambo	**2/8/2018 6:15:08 PM**
CITY MANAGER	DATE

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

February 27, 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.

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:

Account No.	Description	Amount
1004-720-000-4294	Measure P Contingency	$131,085.49

To:

Account No.	Description	Amount
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:

From:

Account No.	Description	Amount
1004-720-000-4294	Measure P Contingency	$131,085.49

To:

Account No.	Description	Amount
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

ZOLL®

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 quantitive 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

#18.

ZOLL®

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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	8000-0341	**SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)**	4	$245.00	$171.50	$686.00 *
3	8000-000371	**SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)**	4	$845.00	$591.50	$2,366.00 *

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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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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

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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 CORPORATIONS 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.

#18.

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.

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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
Contract	State of CA	Expiration Date	2/17/2018

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					

#18.

LP15-OSCOMP-4-POS	-Parts and labor necessary to restore device to original specifications -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	4.00	6,912.00	-1,036.80	5,875.20	23,500.80
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 / Zip Code	State / 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

#18.

al 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 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 pro-rated 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 **1/17/2018 4:53:49 PM**
DEPARTMENT MANAGER'S SIGNATURE DATE

REVIEW / APPROVAL

Ruth Rugley **2/13/2018 8:28:37 PM**
CITY ATTORNEY DATE

Nita McKay **1/18/2018 4:36:03 PM**
CITY CONTROLLER DATE

Cecil Rhambo **1/18/2018 1:15:47 PM**
CITY MANAGER DATE

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

February 27, 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.

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

Company	**Proposed Costs**
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. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR 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:

Company	**Proposed Costs**
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.

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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	1300 El Segundo Boulevard
Tank-Farm Booster Station	18604 South Wilmington Avenue
Well No. 11	841 West Greenleaf Boulevard
Well No. 13	730 East Caldwell Street
Well No. 15	345 West Glencoe Street

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**.**

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

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 <u>Non-Discriminatory Employment Practices:</u>

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,

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

CITY OF COMPTON
Recommended for Approval by:

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

Approved by:

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

Approved as to form:

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

ATTEST:

Dated: _____ **By _____**
Alita Godwin, City Clerk

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	**2/8/2018 9:41:52 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**2/13/2018 1:24:07 PM**
CITY ATTORNEY	DATE
Austin Okonta	**2/12/2017 8:31:02 AM**
CITY CONTROLLER	DATE
Cecil Rhambo	**2/8/2018 6:08:01 PM**
CITY MANAGER	DATE

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

February 27, 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).

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

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.

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**

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 (10^{th}) 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 _____ **Dated: _____**
Veronica Lara, Chief Operating Officer

CITY OF COMPTON/LANDLORD
Recommended for Approval:

By _____ **Dated: _____**
Van Wilson, Director
General Services Department

Approved by:

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

Approved as to form:

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

ATTEST:

Dated: _____ **By _____**
Alita Godwin, City Clerk

Attachmts: 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	**1/18/2018 4:26:06 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**1/30/2018 10:35:32 AM**
CITY ATTORNEY	DATE
Nita McKay	**1/29/2018 7:39:53 PM**
CITY CONTROLLER	DATE
Cecil Rhambo	**1/29/2018 12:29:03 PM**
CITY MANAGER	DATE

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

February 27, 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	134th Street to City Limits
2	Dern Avenue	134th Street to 132nd Street
3	Riddle Avenue	134th Street to 132nd Street
4	Grandee Avenue	El Segundo Blvd. to 127th Street
5	151st Street	Tajauta Avenue to Dwight Avenue
6	152nd Street	Tajauta Avenue to Dwight Avenue
7	Wilmington Avenue (Frontage)	Stockwell Street to 131st 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

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:

Contractors	Amount
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:

Account No.	Description	Amount
1004-720-000-4294	Contingency	$731,920.00

To:

Account No.	Description	Amount
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:

Account No.	Description	Amount
2818-720-000-4269	Other Contract Services	$1,043,480.00
1004-720-000-4269	Other Contract Services	$ 731,920.00
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:

Contractors	**Amount**
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:

#21.

From:

Account No.	**Description**	**Amount**
1004-720-000-4294	Contingency	$731,920.00

To:

Account No.	**Description**	**Amount**
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:

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

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

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
	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
	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

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.

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.

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

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**

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:

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	134th Street to City Limits
2	Dern Avenue	134th Street to 132nd Street
3	Riddle Avenue	134th Street to 132nd Street
4	Grandee Avenue	El Segundo Blvd. to 127th Street
5	151st Street	Tajauta Avenue to Dwight Avenue
6	152nd Street	Tajauta Avenue to Dwight Avenue
7	Wilmington Avenue (Frontage)	Stockwell Street to 131st 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

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:

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

-Or-

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

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

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

3.5 Contractor's Warranty of Contract Price.

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

4.0 TIME

4.1 Time of Essence.

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

4.2 Commencement.

4.2.1 Construction Services. Contractor agrees to commence the Work provided for herein within **10 calendar days** after receipt of the **Notification to Proceed** or as otherwise agreed in writing with the Director of his/her designee, and continue in a diligent, professional and worker-like manner 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

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

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

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

5.2 Supervision of Work.

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

5.3 Permits, Approvals, Licenses and Notices.

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

5.4 Safety.

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

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

.a Employees and all other persons at the Site;

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

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

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

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

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

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

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

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

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

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

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

5.5 Substitutions.

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

5.6 Trade Contractors.

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

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

5.7 Separate Contractors.

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

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

6.0 ACCOUNTING RECORDS

6.1 Access.

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

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

6.2 Enforcement.

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

7.0 INDEMNITY, BONDS

7.1 Indemnity.

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

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

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

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

7.2 Bonds.

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

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

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

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

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

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

8.0 INSURANCE

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

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

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

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

8.2.1 Commercial General Liability. Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 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.

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.

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

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.

.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.

11.2.6 Damages to City.

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

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

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

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

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

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

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

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

.a Immediately discontinue performance to the extent specified in the

notice;

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

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

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

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

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

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

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

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

11.5 Contractor's Rights and Remedies.

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

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

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

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

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

12.0 MISCELLANEOUS PROVISIONS

12.1 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.

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

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 (5^{th}) 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

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 _____ **Dated: _____**
Wendell E. Johnson, P.E., (Interim) Director
Department of Public Works

Approved by:

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

Approved as to form:

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

ATTEST:

Dated: _____ **By _____**
Alita Godwin, City Clerk

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	**1/25/2018 6:15:33 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**2/15/2018 5:20:21 PM**
CITY ATTORNEY	DATE
Austin Okonta	**2/6/2018 12:12:29 PM**
CITY CONTROLLER	DATE
Cecil Rhambo	**2/3/2018 3:06:49 PM**
CITY MANAGER	DATE

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

WARRANTS APPROVED BY COUNCIL

Warrant #	Date	Name	Services Provided	Amount	Amount Paid Year to Date
243680	2/20/18	Driscoll Electric INC	Emergency electrical repair at fire station # 1	$5,000.00	$10,200.00
Requested by Fire					
243691	2/20/18	Jose Luis Gonzalez Tele Digital Media	Spanish translation for weekly council agenda	$500.00	$5,500.00
Requested by City Manager					
243703	2/20/18	MuniServices	Utility user, SUTA, and STARS tax services	$15,851.45	$66,713.68
Requested by City Manager					

I hereby certify that the above demands in the amount of **$21,351.45** were approved at a regular meeting of the City Council or reject _____ as of February 27, 2018.

_____ Council Member

_____ Council Member

_____ City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on February 27, 2018 allowed the above demands.

_____
Alita Godwin
City Clerk

#22.

DRISCOLL ELECTRIC INC.

1109 W. 156th St., Compton, CA 90220
(310) 631-4743
State Lic. # 916925

INVOICE # 209

#22.

WORK PERFORMED AT:

Fire Station # 2

TO:

City of Compton
General Service Dept

DATE	YOUR WORK ORDER NO.	OUR BID NO.
12-23-17		

DESCRIPTION OF WORK PERFORMED

Change out burnt Bus bar + breakers with new 200 Amp Bus bar and new breakers

Material + Labor 5000.00

Emergency repairs

Photo Attached

Okay to Pay Invoice

All material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work, and was completed in a substantial workmanlike manner for the agreed sum of _____ Dollars ($ Five).

This is a ☐ Partial ☒ Full Invoice due and payable by: 12 (Month) 23 (Day) 2017 (Year)

in accordance with our ☐ Agreement ☐ Proposal No. _____ Dated _____ (Month) _____ (Day) _____ (Year)

#22.

Invoice

TELE DIGITAL MEDIA

CLIENT NAME: City of Compton
ADDRESS: 205 South Willowbrook Av.
Compton, CA 90220

CONTACT: kpowell@comptoncity.org
DATE: 1/19/2018
INVOICE #: COC2018-JANUARY
JOB DESCRIPTION: **CITY COUNCIL AGENDA**
(english to spanish)

Okay to Pay

TRANSLATOR	DATE	REASON	LANGUAGE	RATE	TOTAL
Jose Luis Gonzalez	1/02/18	Agenda Translation	Spanish	$250	$250
	1/09/18	Agenda Translation	Spanish	$250	$250
				GRAND TOTAL:	**$500**

CHECK PAYABLE TO: Tele Digital Media
22051 Sagebrook Road
Chatsworth, CA 91311

CONTACT: Jose Luis Gonzalez
(818) 585-6405

Paid By	CN
V#	10008037
PO #	18F40544
A/C #	1001-51-0000-4019
A/C #	(F)

MUNISERVICES
Discover. Recover. Prosper.

INVOICE

Invoice #: INV06-000079
Invoice Date: 07/31/2017
Due Date: 08/30/2017

MuniServices / GRS
7625 N. Palm Ave
Suite 108
Fresno, CA 93711

Bill To:
City of Compton
Mr. Stephen Ajobiewe, City Controller
205 S. Willowbrook Avenue
Compton, CA 90220

Reference #: STARS - Q1 - 2017 Terms: Net 30

Item	Description	Unit	Quantity	Unit Price	Amount
STARS - SERVICE - CA	STARS Service for 1st Quarter 2017 Reports	Each	1	$1,500.00	$1,500.00
			SUBTOTAL		$1,500.00
			TOTAL		$1,500.00

****Please Note our New Remittance Info Below***

Please remit payment to:

Via ACH:
Beneficiary Name: Government Revenue Solutions
Beneficiary Account #: 6745872288
Receiving Bank Name: BBVA Compass
ABA/Routing #: 062001186

Via Check:
MuniServices
MSC #220
PO Box 10992
Birmingham, AL 35202-0992

Please contact the Billing Department at (571) 485-7875 or via email at billing.department@muniservices.com should you have any questions or comments.

Prep By: MN
I/# 00625140
PO # 18FY05163
A/C # 1001·51·0000·42169
A/C #

Okay to Pay

#22.

MUNISERVICES
Discover. Recover. Prosper.

INVOICE

MuniServices / GRS
7625 N. Palm Ave, Suite 108, Fresno, CA 93711

Invoice #: INV06-001753
Invoice Date: 01/19/2018
Due Date: 02/18/2018

Bill To:
City of Compton
City Manager's Office
205 S. Willowbrook Avenue
Compton, CA 90220

Reference #: SUTA - Ending QTR Sept 2017 Terms: Net 30

Item	Description	Unit	Quantity	Unit Price	Amount
SUTA - DISTRICT TAX - CA	SUTA Services for the tax quarter ending September 30, 2017	Each	1	$1,257.55	$1,257.55
			SUBTOTAL		$1,257.55
			TOTAL		$1,257.55

****Please Note our New Remittance Info Below***

Please remit payment to:

Via ACH:
Beneficiary Name: Government Revenue Solutions
Beneficiary Account #: 6745872288
Receiving Bank Name: BBVA Compass
ABA/Routing #: 062001186

Via Check:
MuniServices
MSC #220
PO Box 10992
Birmingham, AL 35202-0992

Please contact the Billing Department at (571) 485-7875 or via email at billing.department@muniservices.com should you have any questions or comments.

Paid By
00625640
PO # 18FY05163
GL # LISTED
A/C #

Okay to Pay

MUNISERVICES
Discover. Recover. Prosper.

INVOICE

MuniServices / GRS
7625 N. Palm Ave, Suite 108, Fresno, CA 93711

Invoice #: INV06-001752
Invoice Date: 01/19/2018
Due Date: 02/18/2018

Bill To:
City of Compton
City Manager's Office
205 S. Willowbrook Avenue
Compton, CA 90220

Reference #: SUTA - Ending QTR Sept 2017 Terms: Net 30

Item	Description	Unit	Quantity	Unit Price	Amount
SUTA - SERVICE - CA	SUTA Services for the tax quarter ending September 30, 2017	Each	1	$13,093.90	$13,093.90
			SUBTOTAL		$13,093.90
			TOTAL		$13,093.90

****Please Note our New Remittance Info Below***

Please remit payment to:

Via ACH:
Beneficiary Name: Government Revenue Solutions
Beneficiary Account #: 6745872288
Receiving Bank Name: BBVA Compass
ABA/Routing #: 062001186

Via Check:
MuniServices
MSC #220
PO Box 10992
Birmingham, AL 35202-0992

Please contact the Billing Department at (571) 485-7875 or via email at billing.department@muniservices.com should you have any questions or comments.

Paid By MN
V # 00625640
PO # 18FV10563
A/C # 4516
A/C # (F)

Okay to Pay

JAN 31 PM 3:14

WARRANTS APPROVED BY COUNCIL

Warrant #	Date	Name	Services Provided	Amount	Amount Paid Year to Date
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 27, 2018.

_____ Council Member

_____ Council Member

_____ City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on February 27, 2018 allowed the above demands.

_____
Alita Godwin
City Clerk

#23.

Service Invoice #23.

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

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		
$211.90	$620.50	Subtotal:	$832.40
		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..... | USE THIS ENROLLMENT TOKEN: QRX HMS PQB

#23.

YALE CHASE EQUIPMENT AND SERVICES, INC.

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	Amount Exempt from Sales Tax		
$862.65	$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..... USE THIS ENROLLMENT TOKEN: QRX HMS PQB