

NOTICE

Members of the public may address the City Council on any item shown on the agenda or matter of the Council's authority after completion of "Request to Address the council form" available in the lobby of the council Chambers. This form must be completed 15 minutes prior to the scheduled meeting time. Pursuant to Section 54957.5 of the California Government Code, any writings (Except for those writings which are exempt from disclosure) which are distributed to all or a majority of the members of the City Council are available for public inspection in the lobby of the City Council Chambers and in the office of the city Clerk during regular business hours.

COMPTON CITY COUNCIL AGENDA 11/20/2018 5:30 PM

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

HUMAN RESOURCES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY
ADOPTING THE NEW CLASSIFICATION SPECIFICATIONS FOR THE POSITION
OF FINANCIAL ANALYST

RECREATION DEPARTMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR SERVICE FIRST POOL SYSTEMS TO PROVIDE POOL MAINTENANCE SERVICE FOR THE GONZALES PARK AQUATIC CENTER (\$18,000.00)

WATER DEPARTMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISHMENT OF A PURCHASE ORDER FOR CIVILTEC ENGINEERING, INC. FOR THE PREPARATION OF WATER LOSS AUDITS AND VALIDATION CONSULTANT SERVICES FOR FISCAL YEARS 2016-2017 AND 2017-2018 (\$26,370.00)

REGULAR AGENDA

NEW BUSINESS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,795, RATIFYING THE CONSTRUCTION CONTRACT WITH PALP, INC. (DBA) EXCEL PAVING COMPANY FOR THE STREET REHABILITATION PROJECT (CIP#13-01) AND RE-ISSUING A PURCHASE ORDER (\$1,775,400)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 11/27/2018 5:30 PM

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

November 20, 2018

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AMENDMENT TO THE POSITION CLASSIFICATION
PLAN BY ADOPTING THE NEW CLASSIFICATION SPECIFICATIONS
FOR THE POSITION OF FINANCIAL ANALYST**

SUMMARY

The City Council will consider a resolution amending the Position Classification Plan, adoption of which will add the new classification specifications for the position of Financial Analyst.

BACKGROUND

The City Manager authorized a review of the City's current Position Classification Plan to include the position of Financial Analyst.

On May 15, 2018, the City and representatives of the applicable employee bargaining union, Compton Management Employees Association ("CMEA")/AFSCME Local 2325, met, conferred and agreed to an amendment to the Position Classification Plan to include the new classification specifications of Financial Analyst.

Subsequent to conducting a properly noticed and public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter, the Personnel Board approved the proposed amendment to the classification plan to include the classification of Financial Analyst and recommended approval and adoption thereof to the City Council at its meetings conducted on June 21, 2018.

STATEMENT OF ISSUE

After review of the aforementioned position classification, staff has determined that in order to serve the City's best needs, be it would appropriate and fair to add the position of Financial Analyst primarily to assure compliance with the State Controller's Office's internal controls and financial reporting requirements.

FISCAL IMPACT

The salary for the this new classification is already included in the City's 2018-2019 Fiscal Year's budget; therefore no anticipated fiscal impact will result from approving the requested action.

RECOMMENDATION

It is recommended that the proposed Resolution be adopted by the City Council.

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY
ADOPTING THE NEW CLASSIFICATION SPECIFICATIONS FOR THE
POSITION OF FINANCIAL ANALYST**

WHEREAS, the City Manager authorized a review of the City's current Position Classification Plan to include the position of Financial Analyst; and

WHEREAS, after review of the aforementioned position classification, staff has determined that in order to serve the City's best needs, be it would appropriate and fair to add the position of Financial Analyst primarily to assure compliance with the State Controller's Office's internal controls and financial reporting requirements; and

WHEREAS, on May 15, 2018, the City and a representatives of the Compton Management Employees Association(CMEA), Local 2325, met, conferred and agreed to amend the Position Classification Plan to include the classification specifications of Financial Analyst; and

WHEREAS, subsequent to conducting a properly noticed and public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter, the Personnel Board approved the proposed amendment to the classification plan to include the classification of Financial Analyst and recommended approval and adoption thereof to the City Council at its meetings conducted on June 21, 2018; and

WHEREAS, the salary for the this new classification is already included in the City's 2018-2019 Fiscal Year's budget; therefore no anticipated fiscal impact will result from approving the requested action.

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

Section 1. That the new classification specifications for the position of Financial Analyst is hereby approved and added to the Position Classification Plan of the City of Compton.

Section 2. That the salary for the new classification of Financial Analyst is included in the City's 2018-2019 Fiscal Year budget.

Section 3. That a duly certified copy of this Resolution shall be filed with the offices of the City Manager, City Controller and the Department of Human Resources.

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 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

November 20, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM: MARVIN C. HUNT, DIRECTOR
PARKS AND RECREATION DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO
A SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE
ORDER FOR SERVICE FIRST POOL SYSTEMS TO PROVIDE POOL
MAINTENANCE SERVICE FOR THE GONZALES PARK AQUATIC
CENTER (\$18,000)**

SUMMARY

Adoption of this resolution will authorize the City Manager to accept the proposal of, enter into a Services Agreement with establish a purchase order in the amount of Eighteen Thousand Dollars (\$18,000.00) for Service First Pool Systems to provide pool maintenance service for the Gonzales Park Aquatic Center for a period of ten (10) months (i.e. December 1, 2018 through September 30, 2019).

BACKGROUND

The Parks and Recreation Department ("Department") is responsible for the daily management and maintenance of both the Gonzales and Lueders Park Aquatic Centers. Both pools operate through the summer months of May to September, but given the plaster composite of the Gonzales Aquatic Center, it cannot be drained causing it to remain filled with water year round. The Parks Maintenance Division is assigned the responsibility of maintaining these Centers but does not currently employ any staff with the skills or qualifications necessary to perform the task of providing routine weekly maintenance and servicing.

STATEMENT OF ISSUE

On September 19, 2018, the Department released a Request for Proposals ("RFP") for Swimming Pool Maintenance for the Gonzales Park Aquatic Center. The RFP included providing weekly cleaning of both the Gonzales Park competition and activity pools during the months of November 2018 through April 2019 and twice weekly during the months of May 2019 through September 2019. Service scope would include brushing and vacuuming of both the competition and activity pools, cleaning of the skimmers and filter units, weekly water testing, monthly backwashing and the addition of all chemicals needed to keep both pools clean and clear. The RFP closed on October 4, 2018 with a total of three (3) proposals received. Since it is too late to commence the services on

November 1, 2018, as advertised, the below-listed bid amounts have been adjusted to reflect the costs for a ten (10) month period of services.

VENDOR	BID AMOUNT		10 Month Total
	Weekly	Bi-Weekly	
Service First Pool Systems	\$1,500.00	\$2,100.00	\$18,000.00
Sea Clear Pools	\$ 2,950.00	\$4,250.00	\$37,450.00
USA Management LLC	\$3,916.66	\$5,700.00	\$50,499.96

The proposals were evaluated by City staff and the Parks & Recreation Commission. At the conclusion of the evaluation, it was determined Service First Pool Systems has met all the requirements and contract provisions stipulated and determined to be the lowest, most responsive bidder and in the best interest of the City. The services agreement with Service First will begin on December 1, 2018 and expire on September 30, 2019.

ALTERNATIVE

The City can choose not to accept the proposal of Service First Pool Systems to provide maintenance service for the Gonzales Park Aquatic Center. As a result, all fall and winter youth programming would have to be delayed until staff can ensure the pool is clean and safe for public use.

FISCAL IMPACT

The funds for this expenditure are available in the 2018-2019 Fiscal Year Annual Budget in Account No. 1001 840 000 4262 (Other Professional Services).

RECOMMENDATION

Staff recommends that adoption of the attached Resolution.

MARVIN C. HUNT, DIRECTOR
PARKS AND RECREATION 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 SERVICES
AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR
SERVICE FIRST POOL SYSTEMS TO PROVIDE POOL MAINTENANCE
SERVICE FOR THE GONZALES PARK AQUATIC CENTER (\$18,000)**

WHEREAS, the Parks and Recreation Department ("Department") is responsible for the daily management and maintenance of the Gonzales Park Aquatic Center; and

WHEREAS, the Parks Maintenance Division is assigned the responsibility of maintaining this Center but does not currently employ any staff with the skills or qualifications necessary to perform of providing routine weekly maintenance and servicing; and

WHEREAS, on September 19, 2018, the Department released a Request for Proposals ("RFP") for Swimming Pool Maintenance for the Gonzales Park Aquatic Center; and

WHEREAS, the RFP included providing weekly cleaning of both the Gonzales Park competition and activity pools during the months of November 2018 through April 2019 and twice weekly during the months of May 2019 through September 2019. Service scope would include brushing and vacuuming of both the competition and activity pools, cleaning of the skimmers and filter units, weekly water testing, monthly backwashing and the addition of all chemicals needed to keep both pools clean and clear. (**Since it is too late to commence the services on November 1, 2018, as advertised, the below-listed bid amounts have been adjusted to reflect the costs for a ten (10) month period of services); and

WHEREAS, the RFP closed on October 4, 2018 with a total of three (3) proposals received:

<u>VENDOR</u>	<u>BID AMOUNT</u>		<u>Annual Total</u>
	<u>Weekly</u>	<u>Bi-Weekly</u>	
Service First Pool Systems	\$1,500.00	\$2,100.00	\$18,000.00
Sea Clear Pools	\$ 2,950.00	\$4,250.00	\$37,450.00
USA Management LLC	\$3,916.66	\$5,700.00	\$50,499.96

WHEREAS, based upon bids received and reviewed, it has been determined that Service First Pool Systems submitted the lowest, most responsive and responsible bid; and

WHEREAS, it is the recommendation of staff that the City Council accept the proposal submitted by Service First Pool Systems in the amount of \$18,000.00; and

WHEREAS, funds for this expenditure are available in the Fiscal Year 2018-2019 Annual Budget.

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

Section 1. That the proposal of Service First Pool Systems is hereby accepted and all other bids rejected.

Resolution No. _____
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Section 2. That the City Manager, with the advice and approval of the City Attorney is hereby authorized to enter into a Services Agreement with Service First Pool Systems to provide maintenance service for the Gonzales Park Aquatic Center for the term of December 1, 2018 through September 30, 2019, in the amount not to exceed \$18,000.00.

Section 3. That funds for this expenditure are available in the 2018-2019 Fiscal Year Annual Budget in Account No. 1001 840 000 4262 (Other Professional Services) in the amount of Nineteen Thousand Five Hundred Dollars (\$19,500.00).

Section 4. That a purchase order in the amount of \$18,000.00 is hereby authorized to be established for Service First Pool Systems for services rendered for the Gonzales Park Aquatic Center Pool Maintenance Project.

Section 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, Parks and Recreation 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 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:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

**SERVICES AGREEMENT
BETWEEN
SERVICES FIRST POOL SYSTEMS
AND
CITY OF COMPTON**

This **AGREEMENT** is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **SERVICE FIRST POOL SYSTEMS** (hereinafter referred to as "**CONTRACTOR**") located at 2510 North Grand Avenue, Suite 110, Santa Ana, California 92705, pursuant to Resolution No. _____, adopted by the City Council on _____, 2018.

WITNESSETH:

That the City and Contractor, for the consideration, terms and conditions herein described, mutually agree as follows:

1. Services to be Performed by Contractor. The Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for providing regularly scheduled and "as-needed" cleaning and maintenance services for the Gonzales Park Aquatic Center, located at 1101 West Cressey Street, Compton, from December 1, 2018 through September 30, 2019. Services shall be performed weekly during the months of December 1, 2018 through April 30, 2019 and twice weekly during the months May 1, 2019 through September 30, 2019. Services to be provided shall include the following:

A. Competition Pool.

Weekly Services: Test water chemistry; Test water chemistry at chemical controllers and calibrate units, as needed; Add and/or adjust chemicals, as needed; Check pool temperature and make adjustments to keep at suggested set points; Empty/clean all skimmer baskets and vacuum pump strainers; Fully brush, vacuum and skim the pool; Check for algae and take necessary steps to remedy

Monthly Services: Backwash filters

B. Children's Activity Pool.

Weekly Services: Test water chemistry; Test water chemistry at chemical controllers and calibrate units, as needed; Add and/or adjust chemicals, as needed; Check pool temperature and make adjustments to keep at suggested set points; Empty/clean all skimmer baskets and vacuum pump strainers; Fully brush, vacuum and skim the pool; Check for algae and take necessary steps to remedy

Monthly Services: Backwash filters

**Services Agreement – Service First Pool Systems
Pool Maintenance Service – Gonzales Park Aquatic Center
Parks & Recreation/Resolution No. _____**

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

Contractor will be responsible for employing or engaging all persons necessary to perform the services. All of Contractor's staff will be qualified by training and experience to perform their assigned tasks. Contractor will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control.

1.1 Key Personnel.

.a Contractor's Representative. Contractor hereby designates **Bob Wormus, Project Manager** 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.

.b City's Representative. City hereby designates the **Director of the Parks and Recreation Department or his/her designated representative** as City's Representative for this Agreement.

2. Term of Agreement. The term of this Agreement shall be effective as of December 1, 2018. This Agreement shall expire on September 30, 2019, or when the approved allotted funds of \$18,000.00 has been exhausted, whichever occurs first, unless this Agreement is extended or terminated as provided herein.

3. Compensation.

The method of payment for this Contract shall be based rates for service provided in Contractor's "**Proposal**", which is incorporated herein and specified below.

- Weekly maintenance/servicing of Competition Pool and Children's Activity Pool: \$1,500.00 per week performed
- Twice weekly maintenance/servicing of Competition Pool and Children's Activity Pool: \$2,100.00 per week performed

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 by written approval by the City and Contractor.

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Pool Maintenance Service – Gonzales Park Aquatic Center
Parks & Recreation/Resolution No. _____**

Progress payments may be made in arrears for services provided by the Contractor. If Contractor fails to complete the work according to schedule and as agreed, 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 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 **Director of the Parks and Recreation 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 any and all services rendered during the term of this Agreement is limited to **Eighteen Thousand Dollars (\$18,000.00).**

In the event of termination, the Contractor shall be entitled to non-disputed compensation for the reasonable value of services performed to the effective date of termination; provided, however, that the City may condition payment of such compensation upon the Contractor's delivery to the City of any and all City property, documents, reports, records and material associated with the performance of this Agreement.

4. Safety.

4.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the services.

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 location where services are rendered ("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 assigned project Site and all property located at the Site, whether or not said property or structures are part of the project or involved in the work.

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

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

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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.

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.

4.6 Contractor shall immediately notify the City of any illegal dumping of hazardous materials and other emergency public safety issues observed at the Sites where services are performed.

5. 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.

6. Insurance. 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.

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.

6.1 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:

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

.b Automobile Liability. A program of insurance with a limit of liability of not less than **Five Hundred Thousand Dollars (\$500,000.00)** for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

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

6.2 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.

.a The policy of insurance required by Section 6.1.a (Commercial General Liability) shall be endorsed to provide the following:

(1) 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.

(2) 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.

.b The policy of insurance required by Section 6.1.b (Automobile Liability) shall be endorsed to provide the following:

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

.c The policy or policies of insurance required by Section 6.1.c (Workers' Compensation) shall be endorsed to provide the following:

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

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

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

6.4 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.

6.5 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 to 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.

6.6 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.

6.7 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.

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

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

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8. Successor 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.

9. Independent Contractor Status. Contractor, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Agreement. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

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

11. Other Contractors. The City reserves the right to employ other Contractors in connection with the services.

12. 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*.

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

13.1 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.

**Services Agreement – Service First Pool Systems
Pool Maintenance Service – Gonzales Park Aquatic Center
Parks & Recreation/Resolution No. _____**

13.2 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.

13.3 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.

14. 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.

15. 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.

16. 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.

17. 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 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.

Contractor:

**Service First Pool Services
2510 North Grand Avenue, Suite 110
Santa Ana, California 92705
Attn: Bob Wormus, Project Manager
(714) 788-4585
(714) – fax.**

**Services Agreement – Service First Pool Systems
Pool Maintenance Service – Gonzales Park Aquatic Center
Parks & Recreation/Resolution No. _____**

City:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Parks and Recreation
Department
(310) 605-5688
(310) 605-1480 – fax.**

With copy to:

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

18. Contractor's Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, 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.

19. 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.

20. Extent of Agreement. This Agreement and any attachments hereto, constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Neither party has been induced to make or enter into this Agreement by reason of promise, agreement, representation, statement or warranty other than as herein contained. Nothing in this Agreement shall create any contractual relations between any subcontractor and the City.

21. Governing Law, Jurisdiction and Venue. 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 shall lie exclusively in a court of competent jurisdiction in the County of Los Angeles, state of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

**Services Agreement – Service First Pool Systems
Pool Maintenance Service – Gonzales Park Aquatic Center
Parks & Recreation/Resolution No. _____**

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.

22. 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 each 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 subcontractors who provide work on any assigned projects, 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.

23. 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.

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

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

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.

**SERVICE FIRST POOL SERVICES
CONTRACTOR**

Dated: _____

By _____
Rich Rohr, President

Services Agreement – Service First Pool Systems
Pool Maintenance Service – Gonzales Park Aquatic Center
Parks & Recreation/Resolution No. _____

CITY OF COMPTON

Recommended for Approval:

By _____
Marvin C. Hunt, Director
Parks and Recreation Department

Dated: _____

Approved by:

Dated: _____

By _____
Cecil W. Rhambo, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

November 20, 2018

TO: MAYOR AND COUNCIL MEMBERS

**FROM: BRIAN DICKINSON, GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ENTER
INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND
ESTABLISHMENT OF A PURCHASE ORDER FOR CIVILTEC
ENGINEERING, INC. FOR THE PREPARATION OF WATER
LOSS AUDITS AND VALIDATION CONSULTANT SERVICES
FOR FISCAL YEARS 2016-2017 AND 2017-2018 (\$26,370)**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a professional services with and establish a purchase order in the amount of Twenty Six Thousand Three Hundred Seventy Dollars (\$26,370.00) for CivilTec Engineering, Inc. for the preparation of Water Loss Audits and provision of Validation Consultant Services for Fiscal Years 2016-2017 and 2017-2018, in compliance with Senate Bill 555.

BACKGROUND

The Compton Municipal Water Department ("Department") is an Urban Retail Water Supplier providing water services to approximately 80% of the incorporated City limits. Existing law requires water suppliers to achieve a 20% reduction in per capita water use by December 31, 2020 as per Senate Bill SB X7-7, which was enacted in November 2009. The state also enacted additional water usage reductions during the prolonged drought, which requires additional water use reductions by water suppliers.

In 2015, Senate Bill 555 was enacted which requires all Urban Water Retail suppliers; of which the City of Compton Municipal Water Department is one; to submit a completed and validated water loss audit report on or before October 1, 2017 and on or before October 1st of each year thereafter.

Validated Water Loss Audits will assist the Department in identifying potential inefficient uses of water in the water system. These are new regulations and the State is working with suppliers to get caught up on all reporting without any penalties.

STATEMENT OF ISSUE

A Request for Proposals was advertised on August 16, 2018 and proposals were solicited from four (4) consulting firms experienced in this type of engagement. On August 30, 2018, proposals were received from two (2) firms: CivilTec Engineering, Inc. and Water Systems Optimization, Inc.

The proposals were independently evaluated by Department staff and scored on six (6) criteria:

- Proposed Scope of Work and Project approach.
- Plan for managing the work rate, project management methods.
- Project experience and staff qualifications.
- Proposed schedule.
- Overall quality of proposal.
- Cost proposal.

After reviewing and evaluating the proposals the firms were ranked as follows:

- | | |
|------------------------------------|-------|
| • Civiltec Engineering, Inc. | 16.95 |
| • Water Systems Optimization, Inc. | 15.9 |

FINANCIAL IMPACT

The estimated cost to perform the Water Loss Audit and Validation Services for Fiscal Years 2016-2017 and 2017-2018 is \$26,370.00.

Funds for this expenditure are available in Account 5000-900-000-4262 (Other Professional Services) in the amount of \$26,370.00.

RECOMMENDATION

It is the recommendation of staff that the City Council adopt the attached Resolution.

**BRIAN DICKINSON, GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT WITH AND
ESTABLISHMENT OF A PURCHASE ORDER FOR CIVILTEC
ENGINEERING, INC. FOR THE PREPARATION OF WATER LOSS
AUDITS AND VALIDATION CONSULTANT SERVICES FOR FISCAL
YEARS 2016-17 AND 2017-18 (\$26,370)**

WHEREAS, the Compton Municipal Water Department (“Department”) is an Urban Retail Water Supplier providing water services to approximately 80% of the incorporated City limits; and

WHEREAS, existing law requires water suppliers to achieve a 20% reduction in per capita water use by December 31, 2020 and the state also enacted additional water usage reductions during the prolonged drought, which requires additional water use reductions by water suppliers; and

WHEREAS, in 2015, Senate Bill 555 was enacted which requires all Urban Water Retail suppliers; of which the City of Compton Municipal Water Department is one; to submit a completed and validated water loss audit report on or before October 1, 2017 and on or before October 1st of each year thereafter; and

WHEREAS, a Request for Proposals was advertised on August 16, 2018, with proposals solicited from four (4) consulting firms experienced in this type of engagement. On August 30, 2018, proposals were received from two (2) firms: CivilTec Engineering, Inc. (fee proposal of \$26,370.00) and Water Systems Optimization, Inc. (fee proposal of \$32,300.00); and

WHEREAS, the proposals were independently evaluated by Department staff and based upon the completeness of the proposal, consultant’s demonstrated understanding of the scope of services, quality of similar work previously performed by the firm, personnel assigned, resources required to perform the required services, and the proposed schedule of work, staff determined that CivilTec Engineering, Inc. is best qualified to provide the needed services at a reasonable price; and

WHEREAS, funds for this expenditure are allocated in the 2018-19 Fiscal Year budget in Account No. 5000 900 000 4262.

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 enter into a professional services agreement with CivilTec Engineering Inc., in the amount of Twenty Six Thousand Three Hundred Seventy Dollars (\$26,370.00) for the preparation of Water Loss Audits and Validation Consultant Services for Fiscal Years 2016-17 and 2017-18.

SECTION 2. That a purchase order in the amount of \$26,370.00 is authorized to be established for CivilTec Engineering, Inc. for provision of the services.

SECTION 3. That funds for this expenditure are available in the Compton Municipal Water Department’s Fiscal Year 2018-2019 budget in Account No. 5000-900-000-4262.

Resolution No. _____
Page 2

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

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
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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
CIVILTEC ENGINEERING, INC.**

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **CIVILTEC ENGINEERING, INC.** (hereinafter referred to as "**CONSULTANT**"), located at 118 West Lime Avenue, Monrovia, California 91016.

RECITALS:

WHEREAS, the Compton Municipal Water Department ("Department") is an Urban Retail Water Supplier providing water services to approximately 80% of the incorporated City limits and existing law requires water suppliers to achieve a 20% reduction in per capita water use by December 31, 2020; and

WHEREAS, in 2015, Senate Bill 555 was enacted which requires all Urban Water Retail suppliers; of which the City of Compton Municipal Water Department is one; to submit a completed and validated water loss audit report on or before October 1, 2017 and on or before October 1st of each year thereafter; and

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced consultant firm to prepare the Water Loss Audits and perform Validation Services for the Fiscal Years of 2016-17 and 2017-18; and

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____ 2018, the City Council authorized the City Manager to accept the proposal of the Consultant (CivilTec Engineering, Inc.) and enter into a contract to provide the necessary services; and

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

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

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

AGREEMENT:

1. Services to be rendered by Consultant. Pursuant to California Senate Bill 555, the City is required to conduct a Water Loss Audit and have it Validated by a third (3rd) party, for identifying water losses in its public water system. Thus, it is the mutual understanding of the parties that the Consultant shall perform and be responsible for conducting a water audit for Fiscal Years 2016-17 and 2017-18 to identify and quantify the water used and losses from the City's water system, including gathering information on water use, determine flows into and out of the

distribution system based on estimates or metering, calculating the performance indicators, assessing where water losses appear to be occurring based on available metering and estimates, establishing where there are data gaps, and proposing appropriate water loss interventions. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

- Task 1 Water System Review**
- Task 2 Pre-Production/Withdrawal Data Quality Evaluation**
- Task 3 End Use Data Quality Control and Evaluation**
- Task 4 Water Balance Analysis**
- Task 5 Non-Revenue Water Review**
- Task 6 Data Validity Score**
- Task 7 Actions Assessment**
- Task 8 Study Report**

As more fully specified and described in the City's "**Request for Qualifications/Proposals for Water Loss Audit and Validation Consultant Services**", (dated August 16, 2018) and the Consultant's **Proposal for "Water Loss Audit and Validation Consultant Services – Fiscal Year Ending 2017 and 2018),"** (dated August 30, 2018), both of which are incorporated herein by this reference.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the Services, Consultant agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City.

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

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

C. Shem Hawes, P.E., Principal, Senior Engineer, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the project is complete, unless terminated earlier.

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

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

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

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

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the

General Manager of the Compton Municipal Water Department at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

As full and complete compensation for performance of all the services performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Twenty Six Thousand Three Hundred Seventy Dollars (\$26,370.00).**

In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any non-cancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Consultant's delivery to the City of any and all

City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

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

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

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

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

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

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

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

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

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

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

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

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

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

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

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

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

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

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

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and

its respective elected and appointed officers, officials, employees, agents and volunteers as “**additional insureds**” with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.***

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

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

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

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

15. Federal and State Withholding Taxes. Consultant shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. Consultant agrees to indemnify City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Consultant's failure to comply with this provision.

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

17. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will

make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

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

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

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

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause

or default within the past 3 years.

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

[Supply exceptions on separate page]

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

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

C. Shem Hawes, P.E., Principal/ Senior Engineer

(Date)

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

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

22. 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. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the

reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

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

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

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

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

28. 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.

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

To Consultant:

**CivilTec Engineering, Inc.
118 West Lime Avenue
Monrovia, California 91016
Attn: C. Shem Hawes, P.E. Principal/
Senior Engineer
(626) 357-0588
(626) 303-7957 – fax.**

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: General Manager, Compton Municipal
Water Department
(310) 605-5505
(310) 761-1417 – fax.

With copy to:

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

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

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

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

CIVILTEC ENGINEERING, INC.
CONSULTANT

Dated: _____

By _____
C. Shem Hawes, P.E. Principal/Senior Engineer

CITY OF COMPTON
Recommended for Approval:

By _____
Brian Dickinson. General Manager
Compton Municipal Water Department

Dated: _____

Approved by:

Dated: _____

By _____
Cecil W. Rhambo, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

November 20, 2018

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
RESCINDING RESOLUTION NO. 24,795, RATIFYING THE
CONSTRUCTION CONTRACT WITH PALP, INC. (DBA) EXCEL PAVING
COMPANY FOR THE STREET REHABILITATION PROJECT (CIP #13-
01) AND RE-ISSUING A PURCHASE ORDER (\$1,775,400)**

SUMMARY

Adoption of this resolution rescinds Resolution No. 24,795, ratify the construction services contract entered into with Palp, Inc. dba Excel Paving Company and authorize the re-issuance of a purchase order to Palp, Inc. dba Excel Paving Company in the amount of One Million Six Hundred Fourteen Thousand Dollars (\$1,614,000.00) for the "Street Rehabilitation Project (CIP #13-01)" and One Hundred Sixty One Thousand Four Hundred Dollars (\$161,400.00) contingency amount.

BACKGROUND

The Street Rehabilitation Project ("Project") provides improvements to the below-specified streets within various areas throughout the City as follows:

No.	Street Name	Limits
1	Salinas Avenue	134 th Street to City Limits
2	Dern Avenue	134 th Street to 132 nd Street
3	Riddle Avenue	134 th Street to 132 nd Street
4	Grandee Avenue	El Segundo Blvd. to 127 th Street
5	151 st Street	Tajauta Avenue to Dwight Avenue
6	152 nd Street	Tajauta Avenue to Dwight Avenue
7	Wilmington Avenue (Frontage)	Stockwell Street to 131 st Street
8	Nord Street	Wilmington Avenue to Paulsen Avenue
9	Stockwell Street	Wilmington Avenue to Paulsen Avenue
10	Carlin Avenue	Alameda Street to Santa Fe Avenue
11	Euclid Avenue	Alameda Street to Santa Fe Avenue
12	Saunders Street	Essey Avenue to East of Pannes Avenue

13	Pixley Street	Essey Avenue to Thorson Avenue
14	Thorson Avenue	Bales Street to Saunders Street
15	Bales Street	Bradfield Avenue to Holly Avenue
16	Holly Avenue	San Vincente Street to Bales Street
17	San Vincente Street	Holly Avenue to West of Harris Avenue
18	Locust Avenue	Compton Blvd. to San Vincente Street
19	San Mateo Street	West end to Harris Avenue
20	San Marcus Street	West end to Harris Avenue
21	San Luis Street	West end to Harris Avenue

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 name sign replacement; and other minor associated work.

STATEMENT OF ISSUE

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

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

Based upon review of submitted bid documents, it was determined that Palp, Inc. dba Excel Paving submitted the lowest responsive bid. Accordingly, staff recommended City Council award the construction contract to Palp, Inc. dba Excel Paving in the amount of \$1,614,000.00. Additionally, staff recommended 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.

On February 27, 2018, City Council adopted Resolution No. 24,745, which authorized the City Manager to enter into a construction contract with and establish a purchase order for

Palp, Inc dba Excel Paving Company for the project. However, due to a change in the funding sources subsequent to the City Council's original authorization, Resolution No. 4,745 was rescinded and Resolution No. 24,795 was adopted on June 19, 2018 to revise account numbers, ratify the previously authorized/executed contract and re-issue the purchase order.

STATEMENT OF ISSUE

Due to budgetary constraints, the City desires to change the funding source allocations that were previously appropriated pursuant to Resolution No. 24,795. Subsequently, Resolution No. 24,795 needs to be rescinded and a new resolution is necessary with the revised account numbers. Furthermore, the contract between the City of Compton and Palp, Inc. dba Excel Paving executed on March 26, 2018 will remain in effect.

Therefore, in order to rescind Resolution No. 24,795, ratify the construction contract with Palp, Inc. dba Excel Paving Company and re-issue 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 (CIP #13-01), City Council's authorization is necessary.

ALTERNATIVE

Due to the fact that the contractor entered into the contract with the City and commenced the requested work based upon the good faith belief that proper authorization was obtained and funding allocated, no alternative is offered.

FISCAL IMPACT

Funds in the amount of \$1,614,000.00 are available in the Public Works 2018-2019 fiscal year budget in Account No. 2300-710-000-4266 and \$161,400.00 contingency amount for the Street Rehabilitation Project (CIP# 13-01).

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**WENDELL E. JOHNSON, P.E., DIRECTOR
PUBLIC WORKS DEPARTMENT**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
RESCINDING RESOLUTION NO 24,795, RATIFYING THE
CONSTRUCTION CONTRACT WITH PALP, INC. (DBA) EXCEL PAVING
COMPANY FOR THE STREET REHABILITATION PROJECT (CIP #13-01)
AND RE-ISSUING A PURCHASE ORDER (\$1,775,400).**

WHEREAS, the Street Rehabilitation Project (“Project”) provides improvements to specified streets within various areas 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 as follows:

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

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

WHEREAS, on February 27, 2018, City Council adopted Resolution No. 24,745, which authorized the City Manager to enter into a construction contract with and establish a purchase order for Palp, Inc. dba Excel Paving Company for the project; however, due to a change in the funding sources subsequent to the City Council’s original authorization, Resolution No. 24,745 was rescinded and Resolution No. 24,795 was adopted on June 19, 2018, to revise account numbers, ratify the previously authorized/executed contract and re-issue the purchase order; and

WHEREAS, due to budgetary constraints, the City desires to change the funding source allocations that were previously appropriated pursuant to Resolution No. 24,795; thus, Resolution No. 24,795 needs to be rescinded and a new resolution is necessary with the revised account numbers; and

WHEREAS, funds in the amount of \$1,614,000.00 are available in the Public Works 2018-2019 fiscal year budget in Account No. 2300-710-000-4266 and \$161,400.00 contingency amount for the Street Rehabilitation Project (CIP# 13-01).

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

SECTION 1. That Resolution No. 24,795, adopted by the City Council on June 19, 2018, is hereby rescinded.

SECTION 2. 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 re-accepted and ratified and all other bids rejected.

SECTION 3. That the construction contract to provide pavement rehabilitation of City roadways pursuant to the Street Rehabilitation Project entered into between the City and Palp, Inc. dba Excel Paving Company in March 2018 is hereby re-authorized and ratified.

SECTION 4. That funds in the amount of \$1,614,000.00 are available in the Public Works 2018-2019 fiscal year budget in Account No. 2300-710-000-4266 and \$161,400.00 contingency amount for the Street Rehabilitation Project (CIP# 13-01).

SECTION 6. That a purchase order in the amount of \$1,614,000.00 is authorized to be re-issued for Palp, Inc. dba Excel Paving for services to be rendered on the Street Rehabilitation Project.

SECTION 7. That a project contingency amount of One Hundred Sixty One Thousand Four Hundred Dollars (\$161,400.00) is hereby re-authorized.

SECTION 8. 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 9. 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