

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 or in the City Clerk's office. 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
02/05/2019
5:30 PM**

HEARING

5:35 P.M. - PUBLIC HEARING - TO MODIFY CONDITIONS OF APPROVAL NO. 1, 2 AND 7 FOR TENTATIVE TRACT MAP NO. 75002 (Item #9)

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. JANUARY 15, 2019

CITY FIRE DEPARTMENT

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH PRAXAIR DISTRIBUTION INC. FOR THE PURCHASE OF MEDICAL OXYGEN AND RELATED SUPPLIES FOR THE FIRE DEPARTMENT FOR \$6,500.00
3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR LN CURTIS TO UPGRADE OUR CURRENT SELF CONTAINED BREATHING APPARATUS (SCBA), MASKS AND ACCESSORIES TO THE FIRE PERSONNEL FOR (\$75,864.13)

CITY MANAGER

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE FISCAL YEAR 2018-2019 BUDGET, TO ACCEPT THE PROPOSAL FROM TOTAL CORPORATE SOLUTIONS, AND ENTER INTO A CONTRACT FOR THE MAINTENANCE AND SUPPLIES FOR (28) MULTIFUNCTIONAL DIGITAL IMAGING SYSTEMS AND MANAGE PRINT ON (118) HP DESKTOP PRINTERS

CITY TREASURER

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

GENERAL SERVICES

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR WEST COAST OFFICE SYSTEMS, INC. TO PURCHASE USED OFFICE FURNISHINGS (\$43,238.35)

HUMAN RESOURCES

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR DOUGLAS INDUSTRIAL MEDICAL CLINIC FOR PROVISION OF PRE-EMPLOYMENT MEDICAL EXAMINATIONS AND TESTING SERVICES (\$14,000)

REGULAR AGENDA

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE OFFICE OF THE CITY CONTROLLER 2018-2019 FISCAL YEAR BUDGET
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON MODIFYING THE CONDITIONS OF APPROVAL FOR TENTATIVE PARCEL MAP NO. 75002 FOR A RESTAURANT AND RETAIL COMMERCIAL DEVELOPMENT AT 2200 WEST ARTESIA BOULEVARD
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2018-2019 FISCAL YEAR BUDGET TRANSFERRING FUNDS BETWEEN ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE YEAR SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NATIONAL PLANT SERVICES, INC. TO PROVIDE SEWER SYSTEM CLEANING AND VIDEO INSPECTION SERVICES AND ON-CALL SERVICES CITY-WIDE ON AN "AS NEEDED" BASIS (\$1,200,000)
11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR B-ADAIR CONSULTING AND ADMINISTRATIVE SERVICES TO PROVIDE REPORTING AND ADMINISTRATIVE SUPPORT FOR COMPTON'S HOUSING AND URBAN DEVELOPMENT GRANT PROGRAMS (\$73,185)
12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE \$211,264.96 QUIMBY FEE ASSOCIATED WITH TRACT MAP NO. 73337 APPROVED FOR A 62-UNIT DETACHED PLANNED RESIDENTIAL CONDOMINIUM DEVELOPMENT AT 2001 EAST ROSECRANS AVENUE
13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET AND AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER WITH THE JANKOVICH COMPANY TO PROVIDE DIESEL FUEL, MOTOR COOLANT AND MOTOR LUBRICANTS FOR THE COMPTON FIRE DEPARTMENT FOR \$60,000.00

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH THE CITY OF DOWNEY FOR FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICES IN THE AMOUNT OF \$850,000.00
15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2018-2019 FISCAL YEAR'S BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZE THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF MATERIALS AND SUPPLIES ON AN "AS-NEEDED" BASIS FOR THE PUBLIC WORKS DEPARTMENT (\$951,538).
16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A 3-YEAR TRAFFIC SIGNAL AND STREET LIGHTING MAINTENANCE SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR SIEMENS MOBILITY, INC. TO PROVIDE TRAFFIC SIGNAL AND STREET LIGHTING MAINTENANCE SERVICES CITY-WIDE ON AN "AS NEEDED" BASIS \$1,050,000

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 2/12/2019 @5:30 PM

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

JANUARY 15, 2019

The Compton City Council meeting was called to order at 5:41 p.m. in the City Hall Council Chambers by Mayor Aja Brown. The Pledge of Allegiance and Moment of silence ceremonies were also led by Aja Brown.

ROLL CALL

Council Members Present – Zurita, McCoy, Sharif, Brown

Council Members Absent – Galvan (*Entered the meeting at 6:39 p.m.*)

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

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Shelia Warren, Compton resident, addressed the City Council stating that she has lived in Compton for 47 years, and indicated that the price of \$60 is excessive for a parking ticket. She urged the Council to reconsider this amount, as it creates a hardship for the Seniors of the community. Ms. Ward also spoke out against the numerous potholes around the city, adding that she has replaced her tires and has had to take her vehicle in to repair shops for wheel alignments.

Lucille Hines, Compton resident, addressed the numerous potholes on Santa Fe and Artesia Boulevard, Caldwell, Chester as well other streets in the 4th District. Ms. Hines urged the Council to repair the streets immediately for the safety of the community.

Bishop L. J. Guillory, Compton resident, thanked the City Council for their service, adding that public service can be a daunting task. Mr. Guillory further commented on the public servants serving the community, while being attacked by certain members of the community.

Marjorie Shipp, Compton resident, spoke before the City Council and complimented the Mayor on her comments at the previous Council meeting regarding Measure “P,” adding that we must remove the ‘politics’ and do what is right for the community. She also expressed her dismay at the removal of the resolution honoring Ms. Jackie Fisher, which was removed from last week’s agenda. Ms. Shipp concluded by questioning how a Councilperson who repeatedly arrives to the meetings late, leaves early and does not regularly attend the meetings can cast aspersions or ‘throw stones’ at another Councilperson on the Dias. Ms. Shipp concluded by imploring the City Councilmembers to work together to uplift and improve the community.

Freddy Soto, Compton resident, addressed the Council and urged them to travel over the Rosecrans bridge to observe all the lights that are not work and Alondra and Compton. Mr. Soto then expressed his opinion that it is the City Attorney’s job to close down the illegal marijuana dispensaries in the city. Mr. Soto further complained about the high volume of gang activity and crime in the city. Mr. Soto then noted that perhaps the community should take the city to court to repairs the street, clean the neighborhoods and improve the street lighting.

Charles Strickland, Compton resident, addressed the City Council and suggested that the city provide parking permits on Magnolia Street indicating that he has obtained signatures in favor of permit parking which were submitted over 8 months ago. Mr. Strickland then requested an acknowledgement of the petition he submitted to the city.

CONSENT AGENDA

APPROVAL OF MINUTES

1. DECEMBER 18, 2018

CITY MANAGER/CITY ATTORNEY/CITY CONTROLLER/CITY TREASURER REPORTS

2. WARRANT REPORT - DECEMBER 2018 (*Received and Filed*)
3. INVESTMENT REPORT - NOVEMBER 30, 2018 (*Received and Filed*)

CITY FIRE DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH BOTACH INC. DBA BOTACH TACTICAL FOR THE PURCHASE OF HURST RESCUE TOOLS FOR (\$31,570) (*Approved Resolution Number 24,905*)
5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH LN CURTIS FOR THE PURCHASE OF FIRE FIGHTING TOOLS AND EQUIPMENT FOR (\$47,754.46) (*Approved Resolution Number 24,906*)

RISK MANAGEMENT

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING PAYMENT OF THE ANNUAL FEES TO THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS FOR CONTINUED ADMINISTRATION OF THE CITY'S WORKERS' COMPENSATION SELF-INSURANCE PROGRAM (\$49,517.39) (*Approved Resolution Number 24,907*)

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

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

REGULAR AGENDA

CITY MANAGER'S REPORT

7. A REQUEST TO SCHEDULE A PUBLIC HEARING TO MODIFY CONDITIONS OF APPROVAL NO. 1, 2, AND 7 FOR TENTATIVE TRACT MAP NO. 75002 RESOLUTION NO. 24,746 (**February 5, 2019 at 5:35 p.m.**)

On motion by Sharif, seconded by McCoy, the hearing was scheduled for **February 5, 2019 at 5:35 p.m.** by the following vote on roll call:

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

8. A REQUEST TO SCHEDULE A PUBLIC HEARING TO CONSIDER A REDUCTION IN THE DEVELOPMENT IMPACT FEE APPLIED TO ACCESSORY DWELLING UNITS (**February 12, 2019 at 5:35 p.m.**) (*Item Re-considered later in the meeting.*)

On motion by Sharif seconded by McCoy, the hearing was scheduled for **February 12, 2019 at 5:35 p.m.** by the following vote on roll call:

Mayor Brown commented that the Business License fees have been reported to be exorbitant in comparison with other cities and further requested that the city evaluate other fees to determine if they need to be adjusted as well.

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

City Manager Rhambo explained that Magnolia Street and the major problem is that parking is allowed on both side, however, the residents do not utilize the garage and there is an excess number of vehicles on the street along with the single-family residences. Mr. Rhambo further indicated that permit parking would not resolve the issue, based on the number of residents in the area, adding that Staff will consider restricting parking on one side of the street.

Councilmember Zurita noted that many years ago, parking was restricted to one side of Magnolia; however, approximately 4 years ago, a former city manager changed the restriction and allowed parking on both sides of the street presently, two-way traffic creates a problem on the street. Ms. Zurita further added that many residences in the area have garage conversions, which also adds to the congestion in the area. Ms. Zurita further requested that the City Manager investigate the rationale to allow parking on both sides of Magnolia.

9. POWER POINT PRESENTATION – PILOT PROGRAM FOR NEW PARKS

City Manager Rhambo introduced Mr. Ron Goldman who introduced a pilot program for a new parks development program.

Ron Goldman offered a power point presentation for a pilot program for new parks development for a creative and healthy new year for the children and families of Compton, championed by Football Legend Rosey Grier. Twenty-five percent of land in Compton is in public streets, and we have a great opportunity to re-think our streets. Imagine a city where everyone is 5 to 10 minutes from a city park without having to drive. Mr. Goldman presented various illustrations and neighborhood parks developments.

The complete power point presentation is on file and available for review in the City Clerk's Office.

NEW BUSINESS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZE THE CITY MANAGER TO ENTER INTO A 2- YEAR PROFESSIONAL SERVICE AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO EVAN BROOKS ASSOCIATES, INC. TO PROVIDE TRANSPORTATION GRANTS MANAGEMENT AND GRANTS ADMINISTRATION SERVICES (\$100,000)

On motion by Zurita, seconded by McCoy, **Resolution Number 24,908** entitled 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZE THE CITY MANAGER TO ENTER INTO A 2-YEAR PROFESSIONAL SERVICE AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO EVAN BROOKS ASSOCIATES, INC. TO PROVIDE TRANSPORTATION GRANTS MANAGEMENT AND GRANTS ADMINISTRATION SERVICES' was adopted by the following vote on roll call:

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

MOTION TO RE-CONSIDER AND REMOVE ITEM NUMBER 8 FROM THE AGENDA (HEARING REGARDING REDUCTION IN THE DEVELOPMENT IMPACT FEE APPLIED TO ACCESSORY)

Councilmember McCoy moved to re-consider agenda item Number 8 and remove the item from the agenda. Mayor Brown stepped from the Chair to second the motion which was approved by the following vote on roll call:

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

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE CENTRAL AVENUE PAVEMENT REHABILITATION PROJECT, PHASE II, CIP# 17-01 AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE

OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE
AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION

It was moved by Zurita, seconded by McCoy that the resolution be adopted.

Mayor Brown questioned whether someone on staff had inspected the work to verify that all of the work and been properly performed.

Wendell Johnson, Public Works Director, replied that City Staff, along with the consultant performed a walk-thru of the project. Some corrections had to be made, and they have all been completed.

Resolution Number 24,909 entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE CENTRAL AVENUE PAVEMENT REHABILITATION PROJECT, PHASE II, CIP# 17-01 AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION**’ was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Suggested that the city consider solar-powered electrical light poles
- Requested that the City Manager prepare a report detailing how many potholes have been repaired to date, as well as the total number of tons of asphalt that has been used
- Commented that as she sits on the Los Angeles County Mosquito Abatement Board and the best way to fight against mosquitos is to remove any and all standing water around homes and buildings
- Announced that she has been elected to serve as a Democratic Delegate for the 64th District along with Assemblyman Mike Gipson
- Adjourn in memory of **Mary Rose Virgil Cartwright**

Adjournment

Mary Rose Virgil Cartwright

Councilperson Galvan offered the following communications/announcements:

- Commented that a few weeks ago he sent an email to the City Manager regarding the danger of non-functioning street lights and requested an update on solutions to the theft of the wiring and other components

City Manager Rhambo replied that the street lights are non-operational because of wire theft which is an on-going problem that Staff is working diligently to resolve. Mr. Rhambo further indicated that other cities are placing locking mechanisms over the base of the lighting units, noting that Staff is also exploring the possibility of utilizing more secure vault door closures on the base of the units.

- Invited everyone to attend a Valentines’ Day Luncheon he will be co-hosting with Councilwoman Zurita on February 13, 2019 at the Dollarhide Community Center from 11:30 to 2 p.m.

(Councilman Galvan exited the meeting at 7:01 p.m.)

Councilperson McCoy offered the following communications/announcements:

- Thanked everyone for supporting her AND1 Paint the Park Unveiling Ceremony with Basketball Legend Kevin Garnett which was recently held at Tragniew Park, adding that she is looking forward to the next phase of the park renovations
- Commented that she recently attended the Richard Farms Block Club meeting and the block club indicated that additional police patrol is needed in the area to deter the illegal street racing and further indicated that pothole repair is also needed in the area
- Invited everyone to attend her Town Hall Meeting which will be held on February 14, 2019 at Burrell MacDonald Park, 2516 W. Alondra Blvd., beginning at 6 p.m.
- Announced that January is ‘Human Trafficking Awareness Month’ and further noted that there will be an awareness festival on January 26 from 12 noon to 3 p.m. at 700 N. Alameda Street

Councilperson Sharif offered the following communications/announcements:

- Commented that she was unable to attend the recently held California Democratic Party Election for the 64th Assembly District due to prior obligations and thanked everyone who voted as she was elected as a Delegate, with a special thanks to Assemblyman Mike Gipson and State Senator Steve Bradford
- Requested that the City Manager agendize the resolution regarding proclaiming the ‘Jackie Fisher Banquet Hall’ at the Dollarhide Community Center
- Commented that she is looking forward to the items regarding South Park appearing on the upcoming agenda
- Adjourn in memory of **Cymunde D. Bracken** and **The Reverend Doctor Martin Luther King, Jr.**

Adjournment

Cymund D. Brackens

Dr. Martin Luther King, Jr.

Mayor Brown offered the following communications/announcements:

- Requested that the City Manager provide a comprehensive report on the method of prioritizing road repairs, the number of hours per week dedicated to street and pothole repairs performed by the contractors, as well as city staff
- Requested that a workshop be scheduled to discuss the street improvement program and develop a more robust, comprehensive plan to address the use of Measure “P” funds, as well as other funding to improve and enhance the streets as quickly as possible
- Commented that the Compton Education Association will host a Town Hall Meeting with parents and teachers of the Compton Unified School District to ask questions and share concerns on Tuesday, January 29, 2019 from 5 to 7 p.m. at 333 South Santa Fe Avenue, Compton
- Invited the community to attend the upcoming ***Open Mic Night*** on Thursday, January 31, 2019 beginning at 7 p.m. at the Dollarhide Community Center located at 301 South Tamarind Avenue, Compton
- Announced that the Neighborhood Sustainability Center was awarded a Multi-million-dollar collaboration grant to boost home ownership by offering a \$25,000 down payment assistance grant and home buyer education for eligible residents living in Los Angeles County under the name of Wells Fargo Neighborhood Lift Program

- Informed the residents that Los Angeles County Homeless Outreach will be performing a count of the homeless neighbors in the community and urged those interested in volunteering to assist in the count and contact: theycountdoyou.org

ADJOURNMENT

On motion by Zurita, seconded by McCoy, the meeting was adjourned in memory of **Mary Rose Virgil Cartwright, Roberta Owens, Cymunde Demetrius Braken and The Reverend Dr. Martin Luther King, Jr.** at 7:10 p.m. by the following vote on roll call:

AYES: Council Members – Zurita, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

February 5, 2019

TO: MAYOR AND COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET
AND AUTHORIZING THE CITY MANAGER TO ISSUE A
PURCHASE ORDER WITH PRAXAIR DISTRIBUTION INC. FOR
THE PURCHASE OF MEDICAL OXYGEN AND RELATED
SUPPLIES FOR THE FIRE DEPARTMENT FOR \$6,500.00**

SUMMARY

Adoption of the attached resolution will authorize the establishment of a purchase order in the amount of Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00) with Praxair Distribution Inc. to purchase needed medical oxygen and supplies for the Fire department for the remainder of Fiscal Year 2018-2019.

BACKGROUND

The Fire Department currently operates three Paramedic units, two Basic Life Support ambulances, four engine companies and one truck company. These units must be stocked at all times with medical oxygen and equipment to levels that are needed to provide care for the sick and injured.

STATEMENT OF ISSUE

Praxair Distribution inc. is the department's main medical oxygen and supplies provider. Rates and quotes were requested of Airgas, Air Source Industries and Praxair Distribution Inc. Airgas would not submit a quote stating their hesitation in dealing with the City due to slow payment practices. Air Source will only accept cash or a credit cards because of the City's past payment policy; i.e. net 30 days. This left Praxair as the option best for the City. Praxair is the current vendor and provides satisfactory service. Prices continue to remain competitive.

FISCAL IMPACT

Estimated costs for medical oxygen and supplies for the Department for the remainder of 2018-2019 is Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00). The Department's 2018-2019 Fiscal Year budget will need to be amended to transfer funds between accounts as follows:

From:	<u>Description</u>	<u>Amount</u>
1001-690-000-4269	Other Contract Services	\$6,500.00
To:	<u>Description</u>	<u>Amount</u>
1001-690-000-4260	Medical Services	\$6,500.00

RECOMMENDATION

It is recommended that Council approve the attached Resolution.

**RONERICK SIMPSON FIRE CHIEF
COMPTON FIRE DEPARTMENT**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE 2018-2019 FISCAL YEAR BUDGET AND AUTHORIZING
THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH PRAXAIR
DISTRIBUTION INC. FOR THE PURCHASE OF MEDICAL OXYGEN AND
RELATED SUPPLIES FOR THE FIRE DEPARTMENT FOR \$6,500.00**

WHEREAS, Medical oxygen and supplies are needed for daily fire department operations; and

WHEREAS, Praxair Distribution, Inc. has continuously provided the Fire Department with said supplies at prices that are competitive and in the best interest of the City; and

WHEREAS, the Fire Department wishes to utilize the specialized services of Praxair Distribution, Inc. to provide medical oxygen and supplies for its emergency medical operations; and

WHEREAS, Praxair is a local business which makes it convenient and has become a reliable partner of the fire department; and

WHEREAS, the Fire Departments 2018-2019 Fiscal Year budget will need to be amended to transfer funds between accounts.

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

SECTION 1. That the City Manager, upon approval of the City Council is hereby authorized to issue a purchase order to Praxair Distribution, Inc. in an amount not to exceed Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00).

SECTION 2. That the Fire Departments 2018-2019 Fiscal Year budget shall be amended to transfer funds between accounts as follows:

<u>From:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4269	Other Contract Services	\$6,500.00
<u>To:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4260	Medical Services	\$6,500.00

SECTION 3. That funds for this expenditure are available in the Fire Department's 2018-2019 Fiscal Year budget Account No. 1001-690-000-4260.

SECTION 4. That a copy of this Resolution shall be forwarded and filed in the offices of the City Manager, City Controller, City Clerk, and the Fire Department.

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

ADOPTED this _____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk, at a regular meeting thereof held on the ____ day of _____, 2019.

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

QUOTATION



To: RICK ROMAN (Acct#: 71452088)
Address:

Phone: 310.605.6278
Email: RROMAN@COMPTONCITY.ORG
Company: COMPTON FIRE DEPARTMENT
Delivery Address: 201 SACACIA
COMPTON, CA 90220
Quote ID: 42552

From: Itzel Uriarte
Address: 8300 S. ATLANTIC AVENUE
CUDAHY, CA 90201
Phone: 323-562-5201
Cell: 323-204-1412
Fax:
Email: itzel_uriarte@praxair.com
PDI Branch: CUDAHY, CA
Date: 06/06/2018

	Praxair Part #	Description	UOM	Unit Price	Daily Rental
1	OXMD	OXYGEN USP D	CO	\$ 8.90	\$0.55
2	OXMM	OXYGEN USP M	CO	\$ 24.63	\$0.98
3	OXMS	OXYGEN USP S	CO	\$ 27.81	\$0.98

	Other Charges	Fee
1	FUEL CHARGE	\$ 24.12
2	DELIVERY CHARGE	\$ 43.00
3	HAZARDOUS MATERIAL CHARGE	\$ 11.95

Signature _____

February 5, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: FIRE CHIEF

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR LN CURTIS TO UPGRADE OUR CURRENT SELF CONTAINED BREATHING APPARATUS (SCBA), MASKS AND ACCESSORIES TO THE FIRE PERSONNEL FOR (\$75,864.13)

SUMMARY

Adoption of the attached resolution will authorize the establishment of a purchase order in the amount of Seventy-Five Thousand Eight Hundred Sixty-Four Dollars and Thirteen Cents (\$75,864.13) to LN Curtis for new Self Contained Breathing Apparatus, masks and accessories for the prevention of smoke inhalation while performing firefighting duties of the Fire Department's ("Department") personnel.

BACKGROUND

The Department is tasked with responding to and providing continuous, efficient emergency services. In responding to structure, vehicle and trash fires, firefighting personnel are exposed to smoke inhalation and other dangerous particles that may render fire personnel to lose consciousness.

A self-contained breathing apparatus (SCBA) is a device worn by firefighters, rescue workers and others to provide breathable air in an immediate dangerous to life or health atmosphere. The SCBA's currently owned by the Fire department are over ten (10) years old and are in need of an upgrade to conform with applicable rules, regulations, and standards established by the Occupational Safety and Health Administration (OSHA) and other appropriate agencies.

STATEMENT OF ISSUE

LN Curtis agreed to take our current SCBA's via trade in and apply it towards the new equipment. The quote (Exhibit B) for SCBA's, masks and accessories from LN Curtis is for Seventy-Five Thousand Eight Hundred Sixty-Four Dollars and Thirteen Cents (\$75,864.13). Staff retrieved a cost from the manufacturer (Honeywell) directly to compare their costs (Exhibit A - \$294,580) with LN Curtis' (Exhibit B - \$75,864.13). The manufacturer's direct price for the SCBA's, masks and accessories are significantly higher than LN Curtis' quote.

Staff Recommends approval of LN Curtis' quote.

City Council approval is needed because the expenditures exceed \$5,000 Dollars.

FISCAL IMPACT

The cost for these items are for Seventy-Five Thousand Eight Hundred Sixty-Four Dollars and Thirteen Cents (\$75,864.13). The Fire Department's 2018-2019 Fiscal Year budget will need to be amended to transfer funds between accounts as follows:

<u>From:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4269	Other Contract Services	\$75,864.13
<u>To:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4240	Fire Fighting Supplies	\$75,864.13

RECOMMENDATION

It is recommended that Council approve the attached Resolution.

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

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR LN CURTIS TO UPGRADE OUR CURRENT SELF CONTAINED BREATHING APPARATUS (SCBA), MASKS AND ACCESSORIES TO FIRE PERSONNEL FOR (\$75,864.13)

WHEREAS, the Fire Department (“Department”) is tasked with responding to and providing continuous, efficient emergency services. In responding to structure, vehicle and trash fires, firefighting personnel are exposed to smoke inhalation and other dangerous particles that may render fire personnel to lose consciousness; and

WHEREAS, a self-contained breathing apparatus (SCBA) is a device worn by firefighters, rescue workers and others to provide air in an immediate dangerous to life or health atmosphere. The SCBA’s currently owned by the Department are over ten years old and are in need of an upgrade to conform with applicable rules, regulations, and standards established by the Occupational Safety and Health Administration (OSHA) and other appropriate agencies; and

WHEREAS, LN Curtis has agreed to take our current SCBA equipment and submitted a quote of Seventy-Five Thousand Eight Hundred Sixty-Four Dollars and Thirteen Cents (\$75,864.13); and

WHEREAS, after review of the proposal from LN Curtis, staff determined that the needs of the Department would be best met by LN Curtis; and

WHEREAS, the Fire Departments 2018-2019 Fiscal Year budget will need to be amended to transfer funds between accounts.

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order to LN Curtis for an amount not to exceed Seventy-Five Thousand Eight Hundred Sixty-Four Dollars and Thirteen Cents (\$75,864.13) to purchase/upgrade SCBA’s, masks and accessories for the Department.

SECTION 2. That the Fire Departments 2018-2019 Fiscal Year budget shall be amended to transfer funds between accounts as follows:

<u>From:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4269	Other Contract Services	\$75,864.13
<u>To:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4240	Fire Fighting Supplies	\$75,864.13

SECTION 3. That funds for this expenditure are available in the Fire Department’s 2018-2019 Fiscal Year budget in Account No. 1001-69-0000-4240.

SECTION 4. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Controller and the Fire Department.

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

ADOPTED this ____ day of _____ 2019.

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 _____, 2019.

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

Cost comparison for SCBA and Accessories between Honeywell (manufacturer)
and LN Curtis

Honeywell (Exhibit A)

Quantity	Part No.	Description	Unit Price	Total Price
43	45TW1301	4500 PSIG, 2013 Titan SCBA, Warbling Whistle Alarm, With Pass	\$6,010.00	\$258,430.00
30	282026	Kevlar Headnet (Medium)	\$455.00	\$13,650.00
30	x252136	CommCommand Voice Amplification (VAS)	\$750.00	\$22,500.00
		Total		\$294,580.00

LN Curtis (Exhibit B)

Quantity	Part No.	Description	Unit Price	Total Price
43	45TW1301	2013 Titan 4500 PSI SCBA, Warbling Whistle/Pass with Accessories: 282026 Medium Mask with Headnet x252136 Comm Command VAS x975470 Chest Strap x975465R-D-Ring Right x921208 Buddy Breather x975625 Buddy Breather Pouch	\$ 987.00	\$42,441.00
30	282026	Medium Mask with Headnet with x252136 Comm Command VAS	\$ 879.00	\$26,370.00
		Tax Total		\$7,053.13
		Total		\$75,864.13

Honeywell**RESPIRATORY PROTECTION**

2013 NFPA Honeywell Titan™ SCBA Ordering Guide – 2016



Honeywell Safety Products

900 Douglas Pike
Smithfield, RI 02917

US

Tel: 800.821.7236

Fax: 800.201.4407

Canada

Tel: 888.212.7233

Fax: 888.667.8477

Technical Services: 800.873.5242

*Rev D Prices are subject to change without notice
All prices are in US Dollars*

Honeywell

RESPIRATORY PROTECTION

Two easy ways to order the Honeywell Titan™ SCBA

1. Pre-Configured part numbers with the most popular options available
 - You choose the facepiece, communications and cylinders
2. Custom configure your Titan SCBA with the add-ons and accessories your team requires.



Pre-Configured Step 1 – Choose your SCBA

	PN	Description	Buddy Breather	Quick-Release Pouch	Utility D-Ring, Right	Utility D-Ring, Left	Sliding D-Ring, Right	Sliding D-Ring, Left	List Price
Low Pressure 2216	995037	2216 PSIG, 2013 Titan SCBA, Warbling Whistle Alarm, No PASS (22TW1300)	●	●	●	●	●	●	\$4,965.00
	995038	2216 PSIG, 2013 Titan SCBA, Bell Alarm, With PASS (22TB1301)	●	●	●	●	●	●	\$5,945.00
	995039	2216 PSIG, 2013 Titan SCBA, Warbling Whistle Alarm, With PASS (22TW1301)	●	●	●	●	●	●	\$6,010.00
	995040	2216 PSIG, 2013 Titan SCBA, Warbling Whistle Alarm, With PASS (22TW1301)	○	○	○	○	○	○	\$5,755.00
	995041	2216 PSIG, 2013 Titan SCBA, With Escape Belt option, Warbling Whistle Alarm, With PASS (Does not include Escape Belt) (22TW1311)	●	●	○	○	●	●	\$6,030.00
High Pressure 4500	995042	4500 PSIG, 2013 Titan SCBA, Warbling Whistle Alarm, No PASS (45TW1300)	●	●	●	●	●	●	\$4,965.00
	995043	4500 PSIG, 2013 Titan SCBA, Bell Alarm, With PASS (45TB1301)	●	●	●	●	●	●	\$5,945.00
	995044	4500 PSIG, 2013 Titan SCBA, Warbling Whistle Alarm, With PASS (45TW1301)	●	●	●	●	●	●	\$6,010.00
	995045	4500 PSIG, 2013 Titan SCBA, Warbling Whistle Alarm, With PASS (45TW1301)	○	○	○	○	○	○	\$5,755.00
	995050	4500 PSIG, 2013 Titan SCBA, Warbling Whistle Alarm, With PASS, With Pathfinder (45TW1302)	●	●	●	●	●	●	\$6,480.00
	995047	4500 PSIG, 2013 Titan SCBA, With Escape Belt option, Warbling Whistle Alarm, With PASS (Does not include Escape Belt) (45TW1311)	●	●	○	○	●	●	\$6,030.00

● Included

○ Not Included

NOTE FOR PN 995041 & 995047

*Escape Belts are not included with these configurations, only the mounting bracket. Please refer to page 12 to choose an Escape Belt.

Honeywell

RESPIRATORY PROTECTION



Step 2 – Choose your CBRN Facepiece

Facepiece with Headnet

PN	Head Harness	Facepiece Size	Nose Cup Size	List Price
282053	5-Pt. Strap	Small	Small	\$395.00
282012	5-Pt. Strap	Small	Medium	\$395.00
282041	5-Pt. Strap	Medium	Small	\$395.00
282022	5-Pt. Strap	Medium	Medium	\$395.00
282032	5-Pt. Strap	Large	Medium	\$395.00
282048	Kevlar Headnet	Small	Small	\$455.00
282016	Kevlar Headnet	Small	Medium	\$455.00
282050	Kevlar Headnet	Medium	Small	\$455.00
282026	Kevlar Headnet	Medium	Medium	\$455.00
282036	Kevlar Headnet	Large	Medium	\$455.00



Facepiece with 5-Pt. Strap

See page 9 for additional facepiece sizes and facepiece part numbers with temple inserts.

Step 3 – Choose your Communications



VAS Module



Facepiece with VAS and RCS

PN	Description	List Price
X252135	CommCommand™ Wireless Radio Communication System (RCS) (does not include required lapel mic)	\$825.00
X252136	CommCommand™ Voice Amplification System (VAS)	\$750.00
X252137	CommCommand™ RCS and VAS (Combo) (does not include required lapel mic)	\$1,150.00
X252138	CommCommand™ Facepiece Modification Kit (VAS without Amplifier Module)	\$375.00

Exhibit B

Ph: 323-780-0254
 TF: 866-557-0254
 Fax: 714-522-5001
lasales@lncurtis.com
 DUNS#: 00-922-4163

CURTIS

TOOLS FOR HEROES

Pacific South Division
 16821 Knott Avenue
 La Mirada, CA 90638
www.LNCURTIS.com
 Quotation No. 36448

Quotation

CUSTOMER:

Compton City Fire Department
 201 South Acacia Avenue
 Compton CA 90221

SHIP TO:

COMPTON CITY
 201 SOUTH ACACIA
 COMPTON CA 90221

QUOTATION NO.

36448

ISSUED DATE

7/17/2018

EXPIRATION DATE

12/24/2018

SALESPERSON

Charles Turansky
cturansky@lncurtis.com
 818-398-6818

CUSTOMER SERVICE REP

Jeff Curtis
jcurtis@lncurtis.com
 510-268-3325

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Jim McCombs	C32555	Net 30	FR

F.O.B.	SHIP VIA	REQ. DELIVERY DATE
DEST	Best Way	

NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

TRANSPORTATION IS INCLUDED IN BELOW PRICING.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	43	EA	45TW1301 HONEYWELL	2013 TITAN 4500 PSI SCBAWARBLING WHISTLE/PASS	\$987.00	\$42,441.00
				WITH: 282026 MEDIUM MASK WITH HEADNET X252136 COMM COMMAND VAS *X975470 CHEST STRAP *X975465R D-RING RIGHT *X921208 BUDDY BREATHER *X975625 BUDDY BREATHER POUCH		
2	30	EA	282026 HONEYWELL	MEDIUM MASK WITH HEADNET WITH X252136 COMM COMMAND VAS	\$879.00	\$26,370.00

Exhibit B

Ph: 323-780-0254
TF: 866-557-0254
Fax: 714-522-5001
lasales@lncurtis.com
DUNS#: 00-922-4163

CURTIS

TOOLS FOR HEROES

Pacific South Division
16821 Knott Avenue
La Mirada, CA 90638
www.LNCURTIS.com
Quotation No. 36448

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
----	-----	------	-------------	-------------	------------	-------------

DUNS NUMBER: 009224163
SIC CODE: 5099
FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 12/24/2018. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	\$68,811.00
Tax Total	\$7,053.13
Transportation	\$0.00
Total	\$75,864.13

Canon Solutions America, Inc.

Managed Print Services

Proposal for:

City of Compton

11/21/18

Prepared By:

Glen Hitchens
Sr. Consultant MPS
Phone 310-386-0324
E-mail ghitchens@csa.canon.com



Canon Managed Document Services



MANAGED PRINT SERVICES

Proprietary and Confidential Statement — The enclosed materials are proprietary to Canon Solutions America, Inc., and Canon Solutions America reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to Canon Solutions America and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Canon Solutions America. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of Canon Solutions America as a potential business partner. These materials do not represent an offer or a binding agreement.

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Canon Managed Document Services



MANAGED PRINT SERVICES

Executive Summary

Today's business climate is more challenging than ever before. To remain competitive, companies must look to all aspects of their business for cost-cutting opportunities that not only improve profits but also increase productivity and enhance operational efficiencies. With an estimated 1% to 3% of annual revenues being spent on print related activities, industry analysts continue to highlight document output as a key area for significant cost savings.

Managed Print Services are designed to not only simplify the management and administration of an organizations print environment, but also to seek to optimize the environment (balance single-function printer to multifunctional device and end user to print device ratios) so that better efficiencies, productivity and cost savings can be realized.

This proposal presents City of Compton with a solution for managing their single-function laser printer devices. By actively managing these devices through Canon Solutions America's Managed Print Services, City of Compton will realize significant benefits including:

- Control and reduction of per-page printing costs
- Simplified vendor management – one vendor to support all desktop printing needs
- Reduced support burden-**OEM Toner and Maintenance Kits**
- Reduced total cost of ownership
- Increased device availability

Output fleets represent a significant area of opportunity to realize fiduciary benefits. Savings of 10 to 30% of annual spend can be achieved with active management.

– Gartner Group

Investment Summary

Devices	Black Cost Per Page	Color Cost Per Page
Desktop Laser Printers	\$0.012	\$0.0219

Inkjet and Wide Format printers not included



Canon Managed Document Services

Canon
CANON SOLUTIONS AMERICA

MANAGED PRINT SERVICES

Program Summary

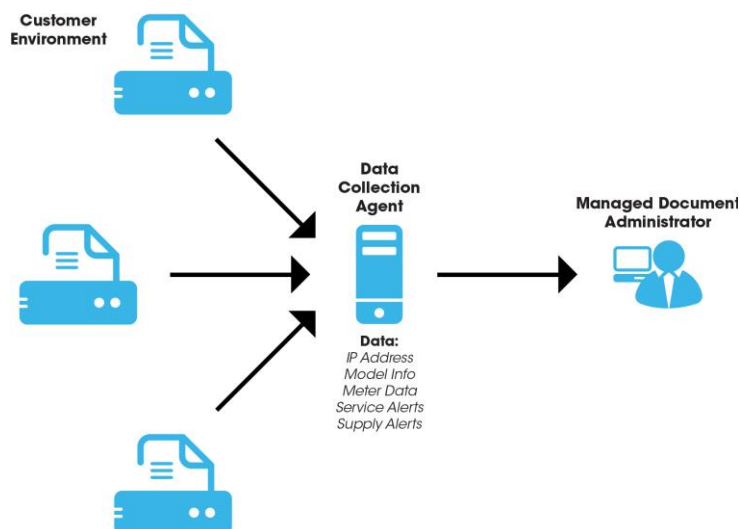
Canon Solutions America's Managed Print Services program does not take a one-size-fits-all approach. Canon recognizes there are many drivers behind a company's objectives regarding management of their print device fleet. Because of this, Canon can help clients of all sizes achieve their unique objectives by designing a program that meets your specific business needs. Starting with managing a client's fleet of single function printers under a Cost-Per-Page contract and extending later to Fleet Rightsizing, End-User Behavior Modification and even Total Print Outsourcing, Canon partners with our clients to develop a long-term strategy, transforming your print infrastructure; lowering your costs while increasing your level of service.

Single-Function Printer Management

Canon's Single-Function Printer Management program is a supplies, parts and labor inclusive offering that covers toner cartridges and on-site break-fix services for a fixed cost-per-print (CPP) fee structure (one CPP for black & white output devices and one CPP for color output devices.) Also included in the MPS program are proactive device monitoring, Level 1 Help Desk services and a comprehensive reporting package.

- Supplies
- Parts
- Labor
- Device monitoring
- Usage reporting
- Level 1 Help Desk

In addition to field-based technicians, key to Canon Solutions America's successful delivery model for Managed Print Services is the Technical Operations Center (TOC). Through the deployment of remote monitoring software, the TOC proactively responds to device alert conditions, often before end-users even realize there is a problem.



Through the implementation of Canon Solutions America's MPS Program, City of Compton will be better able to manage the use and allocation of existing hardware. Together with Canon Solutions America, City of Compton will be able to realize the following benefits under a Managed Print Services agreement:

- Reduce overall spend on print-related activities with potential savings of 10-30%
- Use one vendor to manage all document output devices
- Simplify management and administration of print environments
- Eliminate unnecessary and wasteful supply ordering, stocking and management
- Simplify billing with management reports that support easy cost allocation
- Reduce IT involvement with print device support
- **OEM Toner Included**



Canon Managed Document Services

Canon
CANON SOLUTIONS AMERICA

MANAGED PRINT SERVICES

Canon has been the #1 brand in U.S. office equipment for 25 of the last 26 years.

– Gartner Dataquest

CSA is a wholly-owned sales and service subsidiary of Canon U.S.A. operating within the United States and part of the region called Canon Americas. Operating from 70 offices in 40 metropolitan areas throughout the U.S., CSA continues to grow, providing sales, service and support of Canon's and select third-party document management technology. CSA continues to expand into cities where companies may benefit from working directly with a Canon U.S.A. sales subsidiary.

CSA is committed to customer satisfaction. Our goal is to continually provide best in class sales, service and support in order to ensure the level of satisfaction our customers deserve. In addition, CSA is highly qualified to deliver the products and services contained within this proposal. With over 30 years in the document management industry, CSA is staffed with highly skilled professionals to service and support the leading brand in the industry, Canon.

National Technology Solutions Center

With the evolution of office technology, the traditional copier is no longer a simple, single purpose document reproduction device. Today's "copiers" are now fully integrated, networked devices that scan, fax, print and finish. In effect, they have become the on and off ramp of a digital document workflow.

Recognizing the unique support requirements for today's connected office environment, CSA developed a technical center of excellence for all Canon and third-party solutions – The National Technology Solutions Center. This national resource is your company's one-call, problem resolution for all Canon and third-party solutions and provides the following for Managed Print.

- National Help Desk
- Service / Repair Coordination
- Usage Reporting
- Device Monitoring
- Supplies Fulfillment



Canon Managed Document Services

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CANON SOLUTIONS AMERICA

MANAGED PRINT SERVICES

Description of Services

Canon Solutions America will provide City of Compton with a fully integrated Managed Print Services program that will enable City of Compton to gain control of laser printing expenditures while also enhancing printer performance and user productivity.

Features

- Supplies Replenishment
 - Toner
- Printer maintenance
 - Routine preventative maintenance
 - Maintenance kits (where applicable)
- Printer Repair
 - Parts
 - Labor
- Reports
 - Monthly usage dashboard
 - Quarterly account review
- Printer Monitoring
 - Proactive alert monitoring
- Help Desk
 - Level 1 triage

All inclusive, cost-per-page model.

Benefits

- **Lower Total Expenses** – Purchase pages instead of print cartridges. Managed Print Services will enable City of Compton to control and reduce print related expenses through an all inclusive cost-per-page (CPP) program designed to optimize print environments, eliminate costly supply stocking, and lower overall laser printer costs.
- **No Hidden Fees** – For a low monthly fee, Canon Solutions America will provide City of Compton with the supplies and service necessary to keep the printer fleet running at peak performance. The predictable monthly fee is based upon actual usage and includes all laser printer related supplies and service, except paper and staples.
- **Simple Cost Management** – Print cartridge expenses are often buried in departmental budgets, making it difficult to quantify print related costs and impossible to manage the print environment. Managed Print Services will provide City of Compton organizations with visibility into these costs, including a single invoice for all laser printer expenditures.
- **Reduce the Burden on IT** – By removing the burden of printer related support tasks from City of Compton's IT department, internal IT resources will be able to focus on core business systems and value-added technology initiatives.
- **Gain Control Over the Print Environment** – Leveraging industry-leading tools and tactics, Canon Solutions America will provide City of Compton with valuable information on laser printer and Multi-function printer usage and associated costs.



Service Support

Canon Solutions America understands the value of a skilled and professional technical support staff. The Analysts, Engineers and Service Technicians that comprise our nationwide service network continually undergo technical training and professional development in our pursuit of service excellence. As a result, our technical support staff is among the most experienced and tenured in the industry.

Access to National Resources

By partnering with Canon Solutions America, you are assured to receive the quality products, services and technical support only a national company can deliver:

- 40 Metropolitan Regions
- 70 Offices
- 3,900 Employees

Every service technician completes a rigorous factory and in-house training curriculum provided by both Canon U.S.A. and select third-parties. This on-going education ensures that every Service Technician keeps pace with advancing technology.

Canon Solutions America service technicians are backed by a state-of-the-art dispatching system that enables a technician to be dispatched from the location nearest you. Our customers experience an average response time of less than four hours. Our technicians are measured on machine reliability, not number of calls per day. As a result, our customers experience unparalleled manufacturer direct service and support.

Canon Solutions America recognizes the importance of having both internal and external support capabilities to ensure our solutions are met with total customer satisfaction. There are a number of key components to our support infrastructure including pre and post sales systems support, help desk, on-site training, automated dispatch, and a number of other areas, which provide the level of support, our customers have come to expect from our company.



MANAGED PRINT SERVICES

Our company provides geographic coverage in major metropolitan areas throughout the United States. Each region is supported by a comprehensive web of service professionals who provide best-in-class technical support to our growing base of customers. Beyond these critical regions, a network of authorized service companies stands ready to support your needs.

When you partner with Canon Solutions America you partner with the world's leading innovator in imaging technology coupled with unparalleled customer care.

Why Canon Solutions America

Canon Solutions America stands apart from the competition for a numbers of reasons:

- Single Source Solution Provider
- Canon U.S.A. Company
- Best-in-class technology
- Global Reach with Local Flexibility
- National Technology Solutions Center
- Financial Strength
- Commitment to Excellence and Social Responsibility
- Commitment to Quality
- Benchmark Value from a Financial Perspective
- Forward Thinking Program Management
- Complete Coverage
- Ability to Respond to Service Needs
- Discovery Capability

Canon Solutions America has excellent customer service and quality with outstanding customer satisfaction ratings because:

- We listen to understand your requirements, and meet your needs
- From a financial perspective, we provide benchmark value
- We will offer outstanding service and support to ensure your ongoing satisfaction



Canon Managed Document Services

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MANAGED PRINT SERVICES

Project Plan

Below is the proposed high-level project plan for City of Compton's Managed Print Services implementation. Once City of Compton accepts the proposal, a more detailed project plan will be developed in cooperation with City of Compton.

Date	Event
TBD	Canon Solutions America installs and configures data collection agent on central PC
TBD	Data collection agent executes and collects print data for 30 days
TBD	Canon Solutions America analyzes print data and develops Managed Print Services proposal
11/21/2018	Canon Solutions America and City of Compton review proposal and associated recommendations
TBD	City of Compton approves proposal, completes required documentation and executes contract
Within 3 days of project initiation	Canon Solutions America conducts pre-installation site survey
Within 15 days of project initiation	Canon Solutions America installs technology where appropriate
90 days post implementation	Canon Solutions America monitors results of implemented solution
Approximately 100 days post implementation	Canon Solutions America conducts account review with City of Compton-on going support



February 5, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE FISCAL YEAR 2018-2019 BUDGET, TO ACCEPT THE PROPOSAL FROM TOTAL CORPORATE SOLUTIONS, AND ENTER INTO A CONTRACT FOR THE MAINTENANCE AND SUPPLIES FOR (28) MULTIFUNCTIONAL DIGITAL IMAGING SYSTEMS AND MANAGE PRINT ON (118) HP DESKTOP PRINTERS

SUMMARY

This resolution requests authorization for the City Manager to amend the fiscal year 2018-2019 Budget, accept the proposal from Total Corporate Solutions, and enter into a one (1) year agreement for maintenance and all consumable supplies (except paper) on (28) Multifunctional Digital Imaging Systems and Manage Print on (118) HP Desk Top Printers.

BACKGROUND

City departments have a high usage rate of printers and copiers. During the last four years, the City has made over 5.3 million copies. In June 2014, the City Council adopted a resolution authorizing a lease-to-purchase of twenty-eight (28) Sharp Digital Copiers. The lease agreement expired in September 2018.

After reviewing the City's inventory of departmental desktop printers, it was noted that there are no maintenance and supply agreements to manage the equipment. Each department is making individual purchases for toner versus using a bulk-purchasing method. When service is needed, it cost three (3) times the amount to repair each machine without a maintenance agreement.

The Manage Print program will provide maintenance, all consumable supplies (except paper and staples), and replacement of outdated or broken desktop printers, when repair is not feasible.

Total Corporate Solutions will provide prompt maintenance – preventive and remedial, during the City's business hours (Monday through Thursday, 8:00 a.m. to 5:00 p.m.). Total Corporate Solutions shall provide required certified equipment service technicians. Maximum service response time will not exceed four (4) working hours from the time the department places the service call.

An RFP was posted on the City of Compton's website and in the Compton Bulletin on November 13, 2018 to receive proposals from qualified firms for the Maintenance and supply on (28) Multifunctional Digital Imaging Systems and Manage Print on (118) HP Desktop Printers.

**Page 2, Staff Report
Total Corporate Solutions
February 5, 2019**

The City received RFP responses from only two (2) vendors. The following proposals were received:

- Total Corporate Solutions \$3,870.00 (Monthly Cost) Includes Sales Tax
- Canon Solutions America, INC. Non-compliant with RFP

Canon Solutions America, Inc. only services its own copiers and did not bid on all of the City's inventory. However, Total Corporate Solutions offers government discounts and have provided the lowest most responsive bid. Total Corporate Solutions will also accept payment under the City's purchase order guidelines. Consequently, Staff requests authorization for the City Manager, to enter into an agreement with Total Corporate Solutions for the maintenance and supply on (28) Multifunctional Digital Imaging Systems and Manage Print on (118) HP Desktop Printers.

FISCAL IMPACT

The cost for the maintenance contract is \$3,870.00 per month, including sale tax. The annual contract amount is \$46,440.00. Funds for this contract are available in the Reproduction Fund, however they must be transferred from the Machinery & Equipment Object Code to the Other Professional Services Object Code. The Budget transfer shall be made as follows:

	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
From:	6200-510-000-4334	Machinery & Equipment	\$46,440.00
To:	6200-510-000-4262	Other Contract Services	\$46,440.00

Staff request authorization for the City Manager to enter into a contract and issue a purchase order to Total Corporate Solutions in the amount of \$46,440.00 for an annual maintenance service and supplies agreement for (28) Multifunctional Digital Imaging Systems and the Manage Print on (118) HP Desktop Printers.

RECOMMENDATION

Staff recommends approval of the attached resolution.

**JOHN W. PHILLIPS
PRINTING SERVICES SUPERVISOR**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE FISCAL YEAR 2018-
2019 BUDGET, TO ACCEPT THE PROPOSAL FROM TOTAL CORPORATE
SOLUTIONS, AND ENTER INTO A CONTRACT FOR THE MAINTENANCE AND
SUPPLIES FOR (28) MULTIFUNCTIONAL DIGITAL IMAGING SYSTEMS AND
MANAGE PRINT ON (118) HP DESKTOP PRINTERS**

WHEREAS, in June 2014, the City Council adopted a resolution authorizing a lease/purchase of twenty eight (28) Sharp Digital Copiers; and

WHEREAS, City departments have made over 5.3 million copies during the last four years; and

WHEREAS, the maintenance agreement expired in September 2018; and

WHEREAS, upon review of the City's inventory of departmental desktop printers, it was noted that there are no maintenance and supply agreements to manage the equipment and each department is making individual purchases for toner versus using a bulk-purchasing method; and

WHEREAS, when service is needed, it cost three (3) times the amount to repair each machine without a maintenance agreement; and

WHEREAS, staff issued a Request for Proposal to qualified firms for the Maintenance and Supply on (28) Multifunctional Digital Imaging Systems and Manage Print on (118) HP Desktop Printers; and

WHEREAS, a total of two (2) formal proposals were received; and

WHEREAS, Total Corporate Solutions of Torrance, California submitted the proposal amount of \$3,870.00 (per month), has the appropriate experience and can satisfactorily accomplish this work; and

WHEREAS, staff recommends the City Manager enter into a contract with Total Corporate Solutions for the maintenance and supply on (28) Multifunctional Digital Imaging Systems and Manage Print on (118) HP Desktop Printers; and

WHEREAS, funds for this contract are available in the Reproduction Fund, however funds must be transferred from the Machinery & Equipment Object Code to the Other Professional Services Object Code. The Budget transfer shall be made as follows:

	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
From:	6200-510-000-4334	Machinery & Equipment	\$46,440.00
To:	6200-510-000-4262	Other Contract Services	\$46,440.00

WHEREAS, staff request authorization for the City Manager to enter into a contract and issue a purchase order to Total Corporate Solutions in the amount of \$46,440.00 for an annual maintenance service and supplies agreement for (28) Multifunctional Digital Imaging Systems and the Manage Print on (118) HP Desktop Printers.

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

SECTION 1. That the City Manager is hereby authorized, upon advice of the City Attorney, to enter into an agreement with Total Corporate Solutions.

RESOLUTION NO. _____

Page Two

SECTION 2. That the City Manager is hereby authorized to issue a purchase order to Total Corporate Solutions in the amount of \$3,870.00 per month includes sale tax for a total of \$46,440.00.

SECTION 3. That the funds for these services shall be transferred within the Fiscal Year 2018-19, City Manager's Budget, Reproduction Division's Accounts, from the Machinery & Equipment Object Code to the Other Professional Services Object Code as follows:

	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
From:	6200-510-000-4334	Machinery & Equipment	\$46,440.00
To:	6200-510-000-4262	Other Contract Services	\$46,440.00

SECTION 4. That the funds for these services shall be paid from account Number 6200-510-000-4262 in the amount of Forty Six Thousand Four Hundred Forty Dollars (\$46,440.00).

SECTION 5. That a certified copy of this resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, City Clerk and the Reprographics Division.

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

ADOPTED this _____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

**STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON**

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk, at a regular meeting thereof, held on the ____ day of _____ 2019.

That said Resolution was adopted by the following vote:

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

CITY CLERK OF THE CITY OF COMPTON

Solution Provided For:
City of Compton



Prepared by:

Richard Gomez
CEO

– Imaging
Division

October
30, 2018

Total Corporate
Solutions Inc., 20335 S
Western Ave. Torrance
CA 90501

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Executive Summary

In reference to your "Request for Price" Total Corporate Solutions is pleased to present this proposal to The City of Compton for a World-class workflow and Multi-Function and Document Management Product solution. TCS is California's number one and most respected consulting firm specializing in workflow optimization. We are specifically positioned to help companies understand asset deployment, usage patterns and understanding exact cost breakdown. This will result in a tangible process that meets your corporate objectives and initiatives.

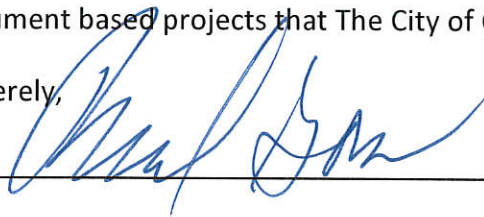
Our proposal is based off your request for proposal and Total Corporate Solutions discussions with key personnel. From these conversations we have been able to develop a proposed solution that addresses your hardware and service support requirements.

Deploying our proposed Sharp Systems will create immediate improvements in productivity, as well as implementing the TCS Account Management Process, ensuring maximum uptime and end user satisfaction. For the great majority of organizations, the benefits derived from implementing Sharp Technology will be some combination of the following:

- Improved MFP reliability
- Improved Partner Accountability
- Technology that can advance and grow as your Organization changes
- Improved document security/integrity
- Improved document workflow for storage and retrieval

For the TCS installation to achieve its full potential, a mutually committed business partnership must exist. Total Corporate Solutions is committed to building a long-term business relationship with The City of Compton. We believe that, after you have read this proposal, you will agree that Total Corporate Solutions will be excellent business partners for this project, and other document based projects that The City of Compton may wish to deploy.

Sincerely,

 **TOTAL
CORPORATE
SOLUTIONS**

Richard Gomez | IMAGING DIVISION

20335 S Western Ave. Torrance, CA 90501

Direct: 310-436-8601 | Office: 310.436.8600 | Fax: 310.436.1594

Why Us?

Locally Owned & Operated

TCS is local Minority Certified business located in Torrance. Being locally owned & operated puts more emphasis on Local accountability. Our resources afford us the ability to provide scale able solutions while making local decisions that impact our customers.

Proven Processes

Our Total Assessment measures specific corporate objectives and includes a process to address these objectives while Co-Authoring solutions with our clients. Our ability to provide "Total Corporate Solutions" is one area that makes TCS a unique business partner.

A Few Notable Clients

Here is a snapshot of organizations currently benefitting from our Service:



Impresa Aerospace



AltaMed



Beats by Dr. Dre



HERBALIFE

Dedicated Support Team

Imaging Division - Senior Management



Richard Gomez
CEO

RGomez@teamtcs.com

310-436-8601

Account Management & Your Service Personnel



**Richie
Dimalanta**
*Workflow
Specialist*

Rdimalanta@teamtcs.com

310-436-8600



Willie Louis
*Technical
Engineer*

Wlouis@teamtcs.com

310-436-8600



David Keller
*Technical
Engineer*

Dkeller@teamtcs.com

310-436-8600

Administrative Team



Chris Ruiz
Accountant

Cruiz@teamtcs.com

310-436-8600



**Bryttany
Bischof**
*Office
Administrator*

Bbischof@tea ***Jguzman@teamtcs.com***

310-436-8600 ***310-436-8600***



**Joanna
Guzman**
*Office
Administrator*

Assessment Process

TCS - Total Assessment is a revolutionary assessment methodology. It is a multi-source approach that delivers a comprehensive snapshot, providing clear visibility into the core areas of your business. Our Total Assessment includes an integrated reporting tool that delivers actionable guidelines for complete alignment of all technology and business processes.

We start by understanding company culture, strategic direction and corporate objectives. We Identify these with an analysis into the core areas required to achieve true optimization. We Measure each one of these to ensure they align with the overall company culture. We do a physical walk through that helps us create a snap shot of the current environment providing you with a complete visual of your operation. We Analyze by capturing situation data for all technology and assets using a non-invasive collection tool that captures data from both networked and non-networked assets. We create blueprints on how information flows and we identify any bottlenecks or inefficiencies to Improve the existing infrastructure. As a result, we Co-author solutions that sustain business processes and support these initiatives through on-going evaluations.

Data Acquisition

- Locate Devices
 - Locate all devices with a walk through and mark on floor plans
 - Take manual meter reads on all devices
 - Scan all network devices with Data Collection Agent
- Review needs and challenges with users where possible
- Gather all cost information – recent invoices for toner, maintenance kits, Service calls
 - Agree on what estimate defaults to be used
 - Identify any equipment repairs that need to be made
- Workflow Assessment
 - Conduct user interviews
- Take second meter readings

Device and Workflow Optimization

- Analyze optimized environment
 - User workflow needs
 - Optimum cost/efficiency ratio
 - Support sustainability effort

Financial Analysis

- Compile and analyze all information
- Validate key information and current costs

Opportunities and Recommendations

- Present team with results of assessment, cost savings opportunities, workflow improvements and recommended implementation

Implementation

- Propose implementation schedule



**TOTAL
CORPORATE
SOLUTIONS**

Expect the Best

Customized Program Components

The City of Compton will receive the following:

- **Simplified Billing** – one vendor / one invoice for print environment
- **Fleet Monitoring** – real-time data collection and analysis to optimize print environment
- **Proactive Supplies Fulfillment** – automated ordering by device usage patterns
- **Professional Service** – proactive and reactive onsite service with loaner equipment options
- **Satisfaction Guarantee** – all consumables include a full replacement guarantee
- **Recycling Program** – simply pack and we'll pick up your used print cartridges
- **Ongoing Print / Account Management** – continuous reviews of your print environment to ensure your strategy is providing maximum cost visibility, cost predictability, productivity and positive user experience
- **Executive Reporting** – Monthly updates and Quarterly reviews to ensure the success of the program:
 - Fleet overview of output devices
 - Supplies usage visibly
 - Power consumption reporting – by fleet and device
 - Usage reports – volume of color and black/white by device
 - Executive device summary
 - Recommendations / Opportunities

Solution Overview / Project Goals and Objectives

Current Situation

- 28 Sharp Copiers located in City Hall in Compton CA
- 118 HP Printers located in City Hall
- All-inclusive agreement for all on a cost per copy program
- Current printer fleet has unknown and unpredictable per page cost's
- Unmanageable documents for storage and retrieval requirements.

Proposed Solution Benefits with TCS

Below is an outline of the objectives and overview of work to be accomplished.

- New state of the art technology.
- We proactively monitor your supplies levels & automatically send out replacement consumables. No more ad hoc purchasing from personnel
- New Sharp technology providing an output efficiency increase of 23%
- New Sharp technology providing a scanning efficiency increase of 36%
- Fully customizable touch screen allows for seamless workflow integration
- Reduce Man-hours and increase profitability with document retrieval process
- Quarterly Account Reviews that discuss the equipment performance and uptime percentages
- MPS Program providing fixed predicable cost for printer fleet
- Predictable Monthly / Annual Expense
- Improved Productivity

A business partner that has great expertise in other areas of Corporate Services

**COMPTON CITY HALL
CITY OF COMPTON**

**REQUEST FOR PROPOSAL FOR
MAINTENANCE AND SUPPLY ON (28) MULTIFUNCTIONAL DIGITAL IMAGING
SYSTEMS AND MANAGE PRINT (118) HP DESK TOP PRINTERS**

INTRODUCTION

The City of Compton "City" is issuing this Request for Proposal (RFP) in order to obtain proposals from qualified vendors able to provide the City with Maintenance and Supply for Multifunctional Digital Imaging Systems and HP desktop printers. The successful proposer will be responsible for supplying the on-site maintenance, repairs, parts, and all consumables - except paper. Proposals will be evaluated based on the criteria set forth in the scope of services.

SCOPE OF SERVICES

The City intends to enter into a one (1) year contract for twenty-eight (28) old black/white, color digital Multifunction Digital Imaging System and 118 HP Desktop Printers. The City desires an all-inclusive agreement which shall include maintenance, all consumable supplies (except paper), and maintenance and supplies for (118) HP desktop printer. (Manage Print)

A. TECHNICAL SERVICES/MAINTENANCE

The successful proposer will provide prompt maintenance - preventive and remedial, during City's business hours (Monday through Thursday 7:00 a.m. to 6:00 p.m.). Proposer shall provide required certified equipment service technicians. The maximum service response time for on-site maintenance should not exceed four (4) working hours from the time the department places the service call to the repair center.

B. MULTIFUNCTIONAL DIGITAL IMAGING SYSTEM (28)

- (11) -Sharp MX-C402SC'S Digital Imaging System
- (1) - Sharp MX-7040N Digital Color Imaging System
- (1) - Sharp MX-M1204N Digital Copier
- (1) -HP Design Jet Z6600 Printers (60")
- (5) - Sharp MX-M623 Digital Imaging System
- (1) - Sharp MX-M5141 Digital Color Imaging System
- (1) - Sharp MX-C 300W Digital Imaging System
- (3) - Sharp MX - M365N
- (1) - Sharp - MX283N

(1) - Ricoh PRO 906EX

(1) - KIP 7170 Multifunctional System for Blueprints

(1) - Duplo DSC 10/20 Booklet System

C. HP DESKTOP PRINTERS (118)

Location	Model Number	Serial Number
City Attorney	HP color laserjet pro m452dw	VNB3P14589
City Attorney	HP color laserjet Pro M452dw	VNB3D14268
City Attorney	Brother HL-6180DW	U63083M4N884881
City Attorney	HP Color LaserJet M452dw	VNB3P10877
City Attorney	HP Color LaserJet CP4005dn	JP4LB50914
City Attorney	HP LaserJet M1522nf	CNC98980F8
City Attorney	HP LaserJet 400 MFP M425dn	CNB6D5P0MS
City Manager	HP PageWide Pro MFP 477dw	CN75FGJ09Q
City Manager	HP Color LaserJet MFP M477fdw	VNB8JD11H6
City Manager	HP Color LaserJet MFP M477fdw	VNB8H8868Z
City Manager	HP OfficeJet Pro 8730	CN74OE60X0
City Manager	HP OfficeJet Pro 8730	CN73SE6083
City Manager	HP LaserJet 400 MFP M425dn	CNC6DC40CC
City Manager	HP OfficeJet Pro 8630	CN58KFK1BV
City Manager	HP OfficeJet Pro 8610	CN51TEX27Z
City Manager	HP LaserJet M402dw	PHBVD10153
City Manager	HP Color LaserJet M553	
City Manager	HP Officejet Pro 8610	CN51JE3286
General Services	HP Color LaserJet M750	CNDCHDK12N
General Services	HP Designjet T520 24in	CN54S6M048
General Services	HP Color LaserJet MFP M477fnw	VNB8HCX5S1
Controller's Office	HP LaserJet Pro M402dn	PHBQD59921
Controller's Office	HP LaserJet P2055dn	JPBF975042
Controller's Office	HP LaserJet M506	PHBKR12516
Controller's Office	HP LaserJet 4350	USBXX14011
Controller's Office	HP Color LaserJet CP3525	CNCC8CD03S
Controller's Office	HP Color LaserJet MFP M477fnw	VNBKL3666H
Controller's Office	HP LaserJet 600 M602	CNDCGD80HT
IT Department	HP LaserJet P3005	CNJ1P14828
IT Department	CM2320fxi	CND99BSC2B
IT Department	CP2025dn	CNGS421362
IT Department	HP Color laserjet CM2320nf MFP	CNF9C5DYB2
Planning	HP Color LaserJet M750	CNDCJ440CN
Planning	HP LaserJet P4515	CNDY265113
Planning	HP Color LaserJet M553	JPBCJ6F1DB

Planning	HP color laserjet 3800	CNYBB88071
Building and Safety	HP Color LaserJet M553	CNBCHBG030
Building and Safety	HP LaserJet P4014	JPDF026774
Building and Safety	HP LaserJet M1522nf	CNG8B69597
Building and Safety	HP LaserJet M2727nf	CND98C616V
Building and Safety	HP Color LaserJet CP3525	CNCCB746T9
Building and Safety	HP Color LaserJet M477fdw	VNB8K1F13Z
Building and Safety	HP LaserJet P4015	CNDY847751
Building and Safety	HP OfficeJet Pro 8720	CN698FK0WB
Building and Safety	HP OfficeJet Pro 8720	CN698FK0YC
Building and Safety	HP color Laserjet CP3525dn	CNCCB746T9
Public Works	HP color LaserJet M651	JPCCJ150RW
Public Works	HP Officejet 4630	CN53M590ZW05Y0
Public Works	HP laserjet 400 M401dw	PHGGF05885
Public Works	HP Designjet T520	CN44S5M08G
Public Works	HP Officejet 4630	CN4AT4B1Q8
Public Works	HP Officejet 4630	CN4CD5B3D7
Public Works	HP LaserJet MFP M477fnw	VNB8HCX5VZ
City Treasurers	Epson Stylus NX515	LELYZ06558
City Treasurers	HP LaserJet 4250	CNRXG61303
City Treasurers	HP LaserJet P4515	CNDY457038
Water	HP LaserJet Pro M501dn	PHBTR30859
Water	HP OfficeJet Pro X476dn MFP	CN43JGX02X
Water	HP OfficeJet Pro X476dn MFP	CN45EHX0NK
Water	HP OfficeJet Pro X476dn MFP	CN42LGK04J
Water	HP OfficeJet Pro X476dn MFP	CN35PDJ012
Water	HO Color LaserJet 2840	MY76E111TQ
Water	HP OfficeJet Pro X476dn MFP	CN45EHX0KJ
Water	HP Color LaserJet CM3530 MFP	CNJLB03318
City Clerks	HP Color LaserJet 2840	CNFC63H02Y
City Clerks	HP LaserJet P3015	VNB3S34689
Human Resources	Ricoh Aficio SP C430DN	S9328900160
Human Resources	HP OfficeJet Pro 8600 N911n	CN25SBR1FT05KF
Human Resources	HP LaserJet CM1415fnw	CNF8BBLK42
Fire Station 2	HP Laserjet 1320	CNHC61K0MK
Fire Station 1	HP Laserjet 1320	CNLKY11312
Firestation 3	HP color laserjet CP1518ni	JPAC8690TF
Firestation 1	HP color laserjet CP1518ni	JPAC8690TG
Fire Station 1	HP Color LaserJet CM2329nf mfp	CNB98CRC2H
Fire Station 1	HP color laserjet CP1518ni	JPAC87206Y
Fire Station 1	HP Color LaserJet M452dn	VNB3M27237
Fire Station 1	HP color laserjet CP1518ni	JPAC8690TG
Fire Station 1	HP Laserjet 1320	CNBC4C910Q

Fire Station 1	HP Color LaserJet 2600N	CNHC72659Z
Fire Station 4	HP LaserJet 1320	CNHC61K0MR
Water Yard	HP Officejet Pro X476dn mfp	CN45ZEHX0KZ
Water Yard	HP LaserJet M402dn	PHBQH54256
Water Yard	HP Officejet Pro X476dn mfp	CN45DHX0H2
Water Yard	HP Designjet Z5400 PostScript	SG6A1B9016
Water Yard	HP Officejet 5610 All in one	CN64DDF4WC
Water Yard	HP Photosmart 8050	N/A
Water Yard	Epson Workforce Wf-7610	S9DY111547
Grants	Epson Workforce WF-3640	SEYY381875
Grants	HP LaserJet P4014	CNDX138403
Grants	HP Color LaserJet Pro MFP M177fw	CNB6F9KL4Q
Grants	HP Color LaserJet 3600n	CNWBB40748
Grants	HP OfficeJet 7610	CN4273M017
Grants	HP Color laserJet 5550dtn	JPSC94707C
Grants	HP Color LaserJet 9500mfp	JPVDF03957
LHA	HP LaserJet P3015	VNBCB6W151
LHA	HP LaserJet P3005	CNJ1P14824
LHA	HP Color LaserJet M452DW	VNB3P10681
LHA	HP LaserJet M806	JPCCH2M0WB
CareerLink	HP Color LaserJet M651	JPCCH6011D
CareerLink	HP LaserJet M605	CNBCH6Q1NR
Dollarhide	HP LaserJet 500 colorMFP M570dn	CNB9G77J8M
CRA	HP color Laserjet CP3525dn	CNCC8CD033
CRA	HP color Laserjet CP3525dn	CNCCB746TW
CRA	HP Color LaserJet CP3525	CNCCB746T8
MLES	HP LaserJet P 4515	JPDF255770
MLES	HP Color LaserJet CP4525	JPBCBCT08G
MLES	HP LaserJet 400 Color M451dw	CNDF601651
MLES	HP laserjet 1012	CNFB31277
MLES	HP mfp 426	PHB8J70427
MLES	HP Color LaserJet CM2320fxi MFP	CND99BGBBM
Dollarhide		
Community Center	HP Laserjet Pro 400 MFP M425dn	CND8F9X037
Dollarhide		
Community Center	HP Color laserjet cp1215	CNAC82D0K8
Dollarhide		
Community Center	HP Color laserjet cp1215	CNAC82D0FQ
Dollarhide		
Community Center	HP officeJet Pro 6830	TH62C81260
Dollarhide		
Community Center	Epson XP-850	QYTY014322
Code Enforcement	HP mfp 426	PHB8J70427
MLK Transit Center	HP Color LaserJet Pro MFP M177fw	CNB6F9L041

Full Service Solution Pricing and Terms

(28) MX Sharp Copiers equipment installed at City Hall and within City of Compton

Not to include if a equipment is down due to parts, expense of parts and labor will be billed separately.

(118) HP Printers installed in City Hall and within the city of Compton

Term:	12 months
Black Image Allowance:	250,000 Monthly Copies
Color Image Allowance:	25,000 color Monthly Copies
Black Image Monthly Cost:	\$2450.00 per month (overage @\$0.0095)
Color Image Allowance:	\$1420.00 per month (overage @ \$0.067)
Total Average Monthly Cost:	\$3870.00 Emergency Service and supplies

Including California Sales Tax

Customer Care Program Includes all labor, parts, travel and supplies less paper/staples. Simplified line item invoicing with total TCS accountability and our Total Account Management allows you to focus on your core business. *Includes delivery, training and network installation. Plus, we include a print monitoring system that automatically captures volume.

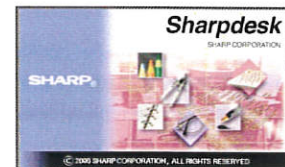
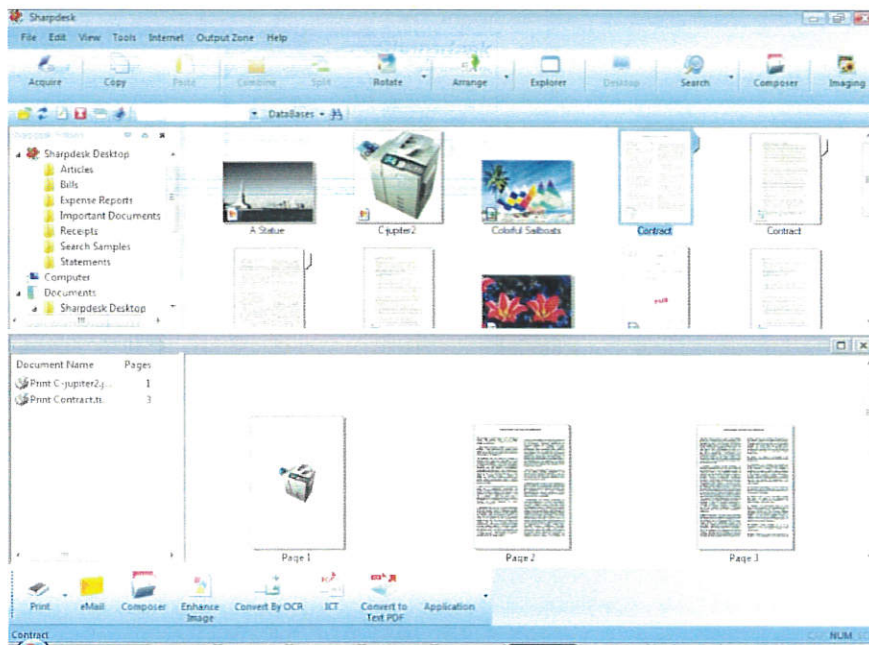


Total Corporate Solutions
20335 S. Western Ave. Torrance, CA 90502
Richard Gomez

www.TotalCorporateSolutions.com

Additional Features/Inclusions

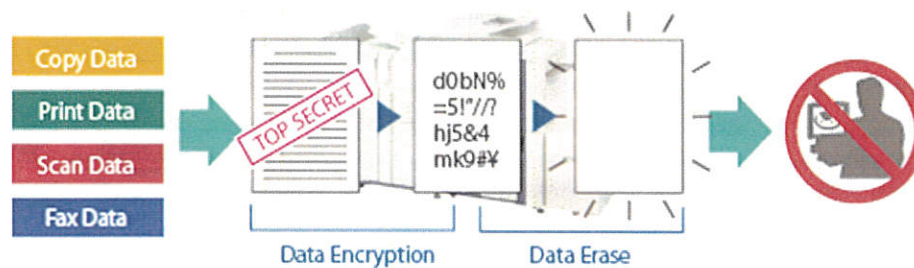
Sharp Desk Software



Need to OCR documents, just use Sharp Desk. Need to compile multiple document types, just use Sharp Desk!

Data-Security Kit

Data Encryption and Erase



The data generated for each job is automatically encrypted and erased once that job is finished

Benefits:

- Sensitive data does not remain on the print/copy device
- Helps companies conform to Data Privacy legislation
- Helps reduce your exposure to liability due to data leak

Features:

- Encrypts data prior to being stored in Memory
- Encrypts all data stored in the HD file cabinet
- All memory cleared after copy, scan and print use
 - Runs automatically without user initiation

Proposed Implementation Schedule

Date	Activity
Today	Review proposal & recommendations
11/11/2018	John Phillips approves proposal
11/15/2018	City of Compton Council completes documentation
11/18/2018	Total Corporate Solutions conducts pre-installation site survey for space, power, & cabling
11/22/2018	Total Corporate Solutions installs equipment and provides end-user training
0-90 Days	Total Corporate Solutions monitors results of implemented solutions
90 Days	Total Corporate Solutions & John Phillips will review results of implementation to ensure customer satisfaction
On-going	Total Corporate Solutions will conduct reviews every three (3) months to identify further opportunities to improve business processes and reduce costs throughout the organization

Performance Guarantee

Maintenance

Full coverage maintenance including all service calls, parts, labor and preventative maintenance.

Supplies

All supplies required for imaging creation less paper and staples.

Document Volume Flexibility

If at any output volume, minimum below time after six months of system installation, the actual monthly document volume varies from the guaranteed minimum monthly document output either upward or downward, you may request an adjustment in your monthly document output volume. Adjustments cannot be made above or manufacturers recommended volume range.

Uptime

We event the and loaner of repaired.

Guarantee

designed our service procedures to average up to a 97% uptime, but in the mainframe provided is not operational (excluding preventative maintenance operator preventable calls) during any 60 day period, TCS will provide a similar and upgraded features at no additional cost until your mainframe is

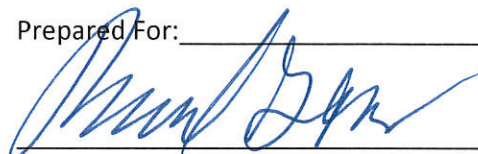
Service Loaner

If the mainframe is deemed inoperable and TCS is unable to correct the problem, we will provide a loaner of similar or upgraded features at no additional cost until your mainframe is repaired.

Replacement Guarantee

Should the mainframe fail to perform as outlined above, you must notify TCS at its corporate address in the care of the Director of Service. TCS will have 30 working days to repair your mainframe to factory specifications or, if unable to do so, replace it with a device of equal or greater capacity, capabilities and features, at no additional cost to you.

Prepared For: _____



TCS Authorized Signature

Customer Signature

Appendix B – Benchmark Quality



BENCHMARK QUALITY

IN EVERY CARTRIDGE

 employs Six Sigma methodology throughout the entire cartridge remanufacturing process to ensure superior real world performance.

2011
FIELD PERFORMANCE

DEFECT RATE
1:3000

FIELD RELIABILITY
99.8%

- ✓ 80% new components in every cartridge
- ✓ Yield testing to ensure real world performance
- ✓ Quality assurance includes “test prints” on each cartridge before shipping
- ✓ Safety packaging suspends cartridge in box for protection during shipping
- ✓ Product tracking provides advanced visibility, speed and accuracy





SUSTAINABILITY

IN EVERY CARTRIDGE

Targeting to be a zero landfill print cartridge manufacturer, LMI is a recognized leader for environmental sustainability throughout North America in the cartridge remanufacturing arena.

REUSE REDUCE RECYCLE

-  97% of cartridge components are reused or recycled
-  100% of package materials are reused or recycled
-  Complimentary cartridge return program
-  4 distribution centers throughout North America
-  Produced in an ISO 14001 certified facility



 TOTAL
CORPORATE
SOLUTIONS

Expect the Best



SATISFACTION GUARANTEED IN EVERY CARTRIDGE

All cartridges manufactured by LMI are unconditionally guaranteed against both material and workmanship defects, when used as directed in compatible laser and fax printers.

If for any reason, LMI cartridges are defective in material and / or workmanship, we will refund or exchange the product for up to one year. Proof of purchase is required.

We further guarantee, LMI cartridges will not damage your laser printer or fax machine. Should the use of an LMI manufactured cartridge be determined as the cause of damage, abnormal wear, or deterioration to any compatible laser printer or fax machine; a written report from a certified technician is required for LMI to reimburse the cost of parts, service and repair equipment.

LMI liability under this guarantee is limited to the cost of replacement parts, service and equipment. LMI shall not in any event be liable for consequential damages resulting from defects in material and workmanship other than as set forth herein.



 **TOTAL
CORPORATE
SOLUTIONS**

Expect the Best



WORLD CLASS REMANUFACTURING IN EVERY CARTRIDGE

Each **LMI** cartridge is carefully made and inspected to ensure the performance, price, and sustainability you expect from North America's #1 choice for quality aftermarket consumables.

LMI Remanufacturing Highlights:

- ✓ Inspect all incoming cores looking for damaged plastic, leaks and general conditions.
- ✓ Separate by type and recycle out any cores with signs of damage.
- ✓ Completely disassemble cartridge down to individual component level.
- ✓ Remove all remaining supply side toner and waste toner using dried and highly filter compressed air. Toner is collected into 12000cfm Torit dust collector and invincible high flow vacuum system.
- ✓ Gears and contacts cleaned in ultrasonic bath cleaners.
- ✓ PCR's, doctor blades and magnetic rollers checked then cleaned / recoated or replaced depending on cartridge requirements.
- ✓ Check alignment of all retention blades and replace if necessary.
- ✓ Replace sealing felts for magnetic developer roller.
- ✓ Check all shims, gear posts, shutter tabs, shutter arms, alignment pins, etc. for damage or wear.
- ✓ Split cartridge and install seal. Replace and/or add extra foams to provide additional leak protection and improve cartridge integrity. Verify the hopper and mag roller section is properly aligned.
- ✓ Fill with appropriate type and gram load of toner to achieve OEM yield.
- ✓ Install doctor blades and developer rollers. Prime developer roller for test pages using the same lot of toner being used in the cartridge.
- ✓ Replace drum, PCR and wiper blade. Lubricate drum and blade with appropriate semi - conductive dry powder lubricant.
- ✓ Add individual barcode to each cartridge to track build team and components used.
- ✓ Clean and lubricate drum axes.
- ✓ Reassemble cartridge.
- ✓ Inspect all screws, alignment, shutter operation, springs and spring tension.
- ✓ Run 5 - 20 test pages in laser printer. Every cartridge tested in density, grayscale reproductions, back - grounding and overall print quality.
- ✓ Final wipe down and application of additional powder lubricate on drum.
- ✓ Final check of all tabs, shutters, screws, labels and seal tabs, etc.
- ✓ Bag in light proof, static resistant, moisture proof foil bag.
- ✓ Package with appropriate inserts and wands.
- ✓ Cartridge is suspended in box to protect during shipping.
- ✓ Finish product logged in to tracking system with components used and technicians information.

**2011
FIELD PERFORMANCE**

DEFECT RATE

1:3000

FIELD RELIABILITY

99.8%



Quality you can count on in every cartridge we make.



FULL SERVICE MAINTENANCE AGREEMENT (FSMA)

Bill To:	Company Name:	City of Compton		
	Street & Floor:	205 S Willowbrook Ave		
	City	Compton	State:	CA Zip: 90220
	Contact:	John Phillips		
	Phone:	310-761-1440	Fax:	
	Meter Email:	jphillips@comptoncity.org		
	Sales Rep:	Richard Gomez		

Location:	Company Name: SAME		
Street & Floor:			
City		State:	Zip:
Contact:			
Phone:		Fax:	
Meter Email: jphillips@comptoncity.org			

CONTRACT TYPE

X	FSM with Consumables
	4 HOUR Average Response Time
	All Travel, Parts and Labor (including drum, PM kits, toner developer or cartridges where applicable)
	DOES NOT INCLUDE: Paper, Staples, Exterior Plastics, Trays and Glass

Base Charge (will be billed in advance)

☒ Monthly ☐ Quarterly ☐ Annual

 **FSM without Consumables**
4 HOUR Average Response Time
All Travel, Parts and Labor (including drum, PM kits)
DOES NOT INCLUDE: Paper, Toner, Developer, Staples, Exterior Plastics, Trays and Glass

Overages: Total PER copy/print (will be billed in arrears)

☒ Monthly ☐ Quarterly

FSM Labor Only
4 HOUR Average Response Time, All Travel and Labor Included

BILLING

[illegible]

Special Instructions:

PER MONTH - INCLUDES SALES TAX

TERM OF AGREEMENT

Start Date: _____ Term: _____

This agreement is between Total Corporate Solutions and the customer noted above. The items covered under this agreement are as stated under section title Contract Type. The starting meter shall be the last meter billed for equipment on continuous maintenance or for new maintenance agreements with Total Corporate Solutions. The additional Terms and Conditions are on page 2 hereof are incorporated in and made part of this agreement. No one is authorized to change, alter, or amend the terms or conditions of this agreement unless agreed to in writing by an office of Total Corporate Solutions.

TOTAL CORPORATE SOLUTIONS AUTHORIZATION

CUSTOMER AUTHORIZATION

Total Corporate Solutions Authorized Signature

Title

Customer Authorized Signature

Title

Richard Gomez
Print Name

Date _____

Print Name _____

Date _____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

FULL SERVICE MAINTENANCE AGREEMENT (FSMA)

Bill To:	Company Name: City of Compton		
	Street & Floor: 205 S Willowbrook Ave		
	City: Compton	State: CA	Zip: 90220
	Contact: John Phillips		
	Phone: 310-761-1440	Fax:	
	Meter Email: jphillips@comptoncity.org		
	Sales Rep: Richard Gomez		

Location:	Company Name:	SAME	
Street & Floor:			
City		State:	Zip:
Contact:			
Phone:		Fax:	
Meter Email: jphillips@comptoncity.org			

CONTRACT TYPE

X FSM with Consumables

4 HOUR Average Response Time

All Travel, Parts and Labor (including drum, PM kits, toner developer or cartridges where applicable)

DOES NOT INCLUDE: Paper, Staples, Exterior Plastics, Trays and Glass

FSM without Consumables

4 HOUR Average Response Time

All Travel, Parts and Labor (including drum, PM kits)

DOES NOT INCLUDE: Paper, Toner, Developer, Staples, Exterior Plastics, Trays and Glass

☐ FSM Labor Only

4 HOUR Average Response Time, All Travel and Labor Included

Base Charge (will be billed in advance)

☒ Monthly ☐ Quarterly ☐ Annual

Overages: Total PER copy/print (will be billed in arrears)

☒ Monthly ☐ Quarterly

BILLING

[illegible]

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CUSTOMER AUTHORIZATION

Total Corporate Solutions Authorized Signature

Title

Customer Authorized Signature

Title

Richard Gomez

Print Name

Date _____

Print Name _____

Date _____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS



20335 S Western Ave
Torrance, CA 90501
(310) 436-8600 phone
(310) 436-1594 fax
www.totalcorporatesolutions.com

* One Hour Call Back
* Four Hour Response Time
* Loaner Equipment
* Cost Containment Guarantee
* 30% Trade up Value Plan

FULL SERVICE MAINTENANCE AGREEMENT (FSMA)

Bill To: Company Name: City of Compton
Street & Floor: 205 S Willowbrook Ave
City: Compton State: CA Zip: 90220
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Phone: 310-761-1440 Fax:
Meter Email: jphillips@comptoncity.org
Sales Rep: Richard Gomez

Location: Company Name: SAME
Street & Floor:
City: State: Zip:
Contact:
Phone: Fax:
Meter Email: jphillips@comptoncity.org

CONTRACT TYPE

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- ☐ **FSM Labor Only**
4 HOUR Average Response Time, All Travel and Labor Included

Base Charge (will be billed in advance)

☒ Monthly ☐ Quarterly ☐ Annual

Overages: Total PER copy/print (will be billed in arrears)

☒ Monthly ☐ Quarterly

BILLING

Make	Model	Serial #	Location	Start Meter	B/W or Color	Copies/Prints Included	Per Copy/Print Overage	Base Amount
HP & Sharp	Printers & MFP's	Various	Various		B&W	250,000	0.0098	\$ 2,450.00
					Color	20,000	0.0710	\$ 1,420.00
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ 3,870.00

Special Instructions:

PER MONTH - INCLUDES SALES TAX

TERM OF AGREEMENT

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Title

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Title

Richard Gomez

Print Name

Date

Print Name

Date

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(310) 436-1594 fax
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City: Compton State: CA Zip: 90220
Contact: John Phillips
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Meter Email: jphillips@comptoncity.org
Sales Rep: Richard Gomez

Location: Company Name: SAME
Street & Floor:
City: State: Zip:
Contact:
Phone: Fax:
Meter Email: jphillips@comptoncity.org

CONTRACT TYPE

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All Travel, Parts and Labor (including drum, PM kits, toner developer or cartridges where applicable)
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4 HOUR Average Response Time, All Travel and Labor Included

Base Charge (will be billed in advance)

☒ Monthly ☐ Quarterly ☐ Annual

Overages: Total PER copy/print (will be billed in arrears)

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								\$ -
								\$ -
								\$ -
								\$ -
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TOTAL CORPORATE SOLUTIONS AUTHORIZATION

CUSTOMER AUTHORIZATION

Richard Gomez
Print Name

Title

Customer Authorized Signature

Title

Date

Print Name

Date

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

FULL SERVICE MAINTENANCE AGREEMENT (FSMA)

Bill To:	Company Name:	City of Compton			
	Street & Floor:	205 S Willowbrook Ave			
	City	Compton	State:	CA	Zip: 90220
	Contact:	John Phillips			
	Phone:	310-761-1440	Fax:		
	Meter Email:	jphillips@comptoncity.org			
	Sales Rep:	Richard Gomez			

Location: Company Name: SAME

Street & Floor:

City State: Zip:

Contact:

Phone: Fax:

Meter Email: jphillips@comptontcity.org

CONTRACT TYPE

X **FSM with Consumables**
4 HOUR Average Response Time
All Travel, Parts and Labor (Including drum, PM kits, toner developer or cartridges where applicable)
DOES NOT INCLUDE: Paper, Staples, Exterior Plastics, Trays and Glass

Base Charge (will be billed in advance)

☒ Monthly ☐ Quarterly ☐ Annual

FSM without Consumables
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☒ Monthly ☐ Quarterly

FSM Labor Only
4 HOUR Average Response Time, All Travel and Labor included

BILLING

[illegible]

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Richard Gomez
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Table of Contents

City of Compton

RFP Maintenance and Supply on (28) Multifunction Digital Imaging
Systems and Mange Print (118) HP Desk Top Printers

Executive Summary	Section 1
General Information	Section 2
Vendor Information	
Corporate Profile and Brief History	
Financial Stability	
Qualifications	Section 3
Key Personnel	Section 4
Subcontractors	Section 5
Insurance Requirements	Section 6
References.....	Section 7
Pricing and Contract Term	Section 8

Executive Summary

Upon review of your RFP, Canon Solutions America, Inc. is pleased to present our support for the Managed Print portion of the City of Compton's request. As a subsidiary of Canon USA with Canon, Inc. as our ultimate parent, we only support Multifunction Digital Imaging Systems manufactured by Canon. For Managed Print, depending on the desktop printer model, many HP Desktop Laser Printer engines are manufactured by Canon. There our maintenance support is very familiar with the HP product line.

There are three key advantages in choosing Canon to meet your document processing requirements. (1). Canon is the most stable corporation in our industry with over \$36 Billion in revenues and is virtually debt free, (2) approximately 10% of Canon's revenues are investing into Research and Development to provide the latest technologies for today's market needs such as document security, and (3) we are a Single Source provider from equipment, MPS, service, document workflow software, network support and financial through our own leasing resource, Canon Financial Services, Inc. No subcontractors or third party support is needed.

As a Single Source provider, there is only one (800) number for service, supplies and Help Desk support. There will be fewer invoices for the Purchasing/ Accounting department to process, issues can be resolved working with one resource to save time towards efficiencies in support and product uptime. Your local Account Manager, Mark Leestma, will be your single point of contact and will utilize the necessary Canon resources to meet the document processing needs of the City of Compton.

The purpose of our Manage Print program, is to not only work towards a lower operating cost but provide simple processing (billing similar to multifunction devices) and a cost effective migration going from a desktop printer to a multifunction device (MFD). The security capabilities of Canon MFD's, (e.g. Secure Print) covers the need of confidentiality provide by a desktop printer. Capabilities are enhanced with an MFD. Supply costs are significantly reduced with an MFD versus a desktop printer. If awarded the Managed Print portion of your RFP, this award will serve as a stepping stone toward a total Single Source provider and will give the City of Compton the opportunity to experience Canon service and support.

As your Account Manager, there are 6 local cities in my territory who are business partners with Canon Solutions America, Inc. Five of those cities have cycled their terms with Canon more than once. In addition, our response will also include references within the Managed Print working environment. For larger local fleet, Compton Unified School District and Inglewood Unified School District are current Canon customers which included production equipment or Print Center support. Thank you for your consideration to meet your RFP requirements.

Due to the time frame for response, the contractually binding signature of the representative authorized to sign on behalf of the company will be available by contract commencement

General Information

Vendor Information

Company Ownership

State of incorporation: New York

Date of Incorporation: March 19, 1971

Company Office Location

One Canon Park

Melville, NY 11747

Headquarters

Service Office Location for account(s) in same service area as Manhattan Beach:

3900 Kilroy Airport Way

Suite 300

Long Beach, CA 90806

Assigned Employees Location:

3900 Kilroy Airport Way

Suite 300

Long Beach, CA 90806

Vendor's Point of Contact Information if RFP Results in a Contract:

Mark Leestma, Major Account Executive

3900 Kilroy Airport Way, Suite 300

Long Beach, CA 90806

T: 562.285.1743

E: mleestma@csa.canon.com

Company Background/History and Reasoning for Vendor's Qualifications to the RFP:

Please see following pages for Canon Solutions America, Inc.'s Corporate Profile and Brief History

How long the Vendor has been providing the services in this RFP to the Public and/or Private sector:

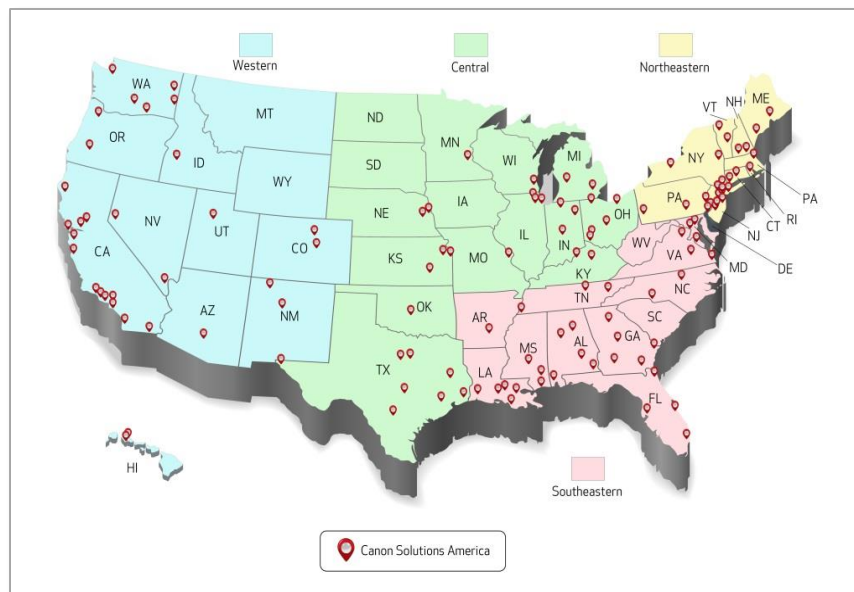
Canon Solutions America, Inc. has over 47 years in the document management industry. There are many reasons why Canon Solutions America, Inc. is a premier choice for you to consider for your imaging systems/document management needs. We offer:

- **A Partnership Supported by the #1 Brand in the Industry.** Canon technology continues to set the bar for innovation, quality, productivity, reliability, and energy efficiency. It is widely accepted and utilized in the ever-changing world of business. The relationship we have with our parent company is a strong and valued one. Canon Solutions America, Inc. has the benefit of the strength, innovation, and longevity of the world-renowned Canon brand.
- **A Single Source Solutions Provider.** Our hardware, software, and third-party enablers combine for one of the most diverse portfolios in the industry. With a sales and service footprint incorporating enterprise, large format, production, and vertical industry solutions, along with the expert knowledge of our people and a culture of providing excellent support and service nationally, we are uniquely positioned to meet the growing demands of today's world.
- **Onsite Consultation.** Our onsite consultation and ongoing analysis of your paper flow and document requirements allows us to recommend the solutions that are best adapted to meet your needs as they change. Our goal is to capture your vision and deliver office solutions that drive results. We offer strategies designed to provide the highest quality service and the best technology available, all in a cost-effective package.
- **Commitment to Innovation.** From device technology and workflow solutions to our support and services options, we are poised to help you bring innovation to your environment. No matter what technology the future brings, you can count on Canon Solutions America, Inc. to help lead the way.
- **A Pledge of Social and Environmental Responsibility.** Through its corporate philosophy of *Kyosei*, Canon is committed to dedicating itself to social and environmental responsibilities, as well as contributing to the prosperity of people in local communities and around the world.
- **U.S. Based Customer Service.** Canon Solutions America, Inc.'s customer service and support network is positioned in the United States, ensuring you'll enjoy high levels of customer satisfaction and loyalty, just as you'd expect from a leader.

Corporate Profile

Canon Solutions America, Inc. is a wholly owned subsidiary of Canon U.S.A., Inc., a privately owned subsidiary of Canon Inc., operating within the United States and part of the region called Canon Americas. Canon Solutions America, Inc. provides industry leading enterprise, production, and large format printing solutions, supported by exceptional professional service offerings. Canon Solutions America, Inc. helps companies of all sizes improve sustainability, increase efficiency, and control costs through high volume, continuous feed, digital and traditional printing, and document management solutions.

Canon Solutions America, Inc. was incorporated in New York in 1971. With 47 years in the document management industry, Canon Solutions America, Inc. is staffed with highly-skilled professionals to service and support the leading brand in the industry, Canon Inc. With over 130 offices in most major metropolitan areas throughout the U.S., Canon Solutions America, Inc. continues to grow, providing sales, service, and support of Canon's document management technology. Canon Solutions America, Inc. continues to expand into cities where companies may benefit from working directly with a Canon U.S.A., Inc. sales subsidiary.



Canon Inc. is a \$36.1 billion company that pursues global diversification with regional operations in the United States, Japan, Europe, Asia, Oceania, Middle East, and Africa. In our global structure, each region handles comprehensive sales and marketing duties. Throughout the group there are 197,673 employees and 367 research, sales, and manufacturing subsidiaries.

The high priority Canon places on its Global R&D effort is evident in its devotion of more than 8.1% of annual revenues in 2017. Canon's efforts in this area include a more regional focus in order to develop technologies that meet the specific demands encountered in the Americas, Europe, and Asia. Based upon the number of registered US patents filed by Canon, you can easily conclude that we have spent our Research & Development dollars effectively. In 2017, Canon Inc. ranked third overall in patents registered in the U.S. with a total of 3,285 patents.

In addition, national customers enjoy consistent best-in-class support for all their locations nationwide. A staff of product and software application experts is directly accessible to assist our customers with the continual task of streamlining workflow processes through innovative technology.

As a testament to Canon's leading market position and innovative technology, Canon's office imaging products have won several prestigious Buyers Laboratory awards. BLI is the imaging industry's leading independent authority and provider of competitive intelligence, testing and reviews on multifunction, copier, printer, scanner and software solutions and products. In addition to BLI, Canon products are reviewed by several other esteemed independent organizations. When choosing Canon, you can be assured that you're partnering with a company that delivers outstanding technologies across a range of markets.



Given all of the areas of support employed by Canon Solutions America, Inc., it's easy to see why we position ourselves as a total document management solutions provider. Our diversified portfolio of solutions touches upon every point of the document cycle within a company's workflow. Trust Canon Solutions America, Inc. to help you streamline processes, reduce costs, and increase productivity. Let us provide the technology, support, and service you need to create a seamless workflow for your business operations.

Brief History

1970-1980

What would become Canon Business Solutions began as four independently operating organizations marketing the Canon brand of office and production equipment in New York, Philadelphia, Chicago and Los Angeles.

1980-1999

Canon continued to set new industry standards for black-and-white, color and fax technology. By the end of the 1990s, all four independent sales companies had been purchased by Canon U.S.A. and comprised the foundation of the Canon subsidiary sales and service network.

2000-2010

Under the direction of Canon U.S.A., the four foundational offices changed their marketing to come under the banner Canon Business Solutions as a means to differentiate and showcase their offerings in the Canon family. Coinciding with the name change was a national expansion to many of the top metropolitan regions within the United States.

In 2003, the New York and Philadelphia subsidiary companies merged to combine their strengths and grow throughout the East Coast, while the Chicago office would serve as the foundation for the new Central region and Los Angeles the same for the new Western region.

By 2008, the three regions officially merged to form Canon Business Solutions, Inc., a wholly-owned subsidiary of Canon U.S.A., Inc. The combined strength and shared vision of the Canon Business Solutions company would better position Canon to meet the growing demands of customers locally, regionally and nationally with a streamlined organization of enhanced systems and processes to benefit all customers.

Canon Business Solutions opened more than 50 offices across the U.S., dedicated to the business customer and designed around a mindset of superior sales and service solutions.

2011-Present

In 2010, a Canon U.S.A. subsidiary acquired assets of North Carolina-based Tereck Office Solutions, Inc. as a means to continue to grow Canon Business Solutions offerings specifically in North and

South Carolina and the surrounding areas. The subsidiary, Canon Business Solutions-Tereck, merged into Canon Business Solutions in 2011.

In 2008, assets of San Francisco-based Newcal Industries were acquired by a Canon U.S.A. subsidiary to grow the Western footprint of Canon Business Solutions, continuing Canon's vision to be the leading document and imaging sales and services organization in the United States. The subsidiary, Canon Business Solutions-Newcal was merged into Canon Business Solutions in 2012.

On January 1, 2013, Canon U.S.A. merged Océ North America into Canon Business Solutions to form one of the largest document and imaging business-to-business sales and service organizations in the world. The merged organization has been renamed Canon Solutions America, Inc.

Financial Stability

Canon Solutions America, Inc. offers its customers the financial backing of Canon Inc., one of the world's most financially stable companies, with revenues of \$36.1 billion in 2017.

Canon Solutions America, Inc. is highly qualified to meet the City of Manhattan Beach's needs. With 47 years in the document management industry, Canon Solutions America, Inc. is staffed with highly-skilled professionals to service and support the leading brand in the industry, Canon Inc.

Canon Solutions America, Inc. is not a publicly held company; therefore, all financial information provided is that of our ultimate parent company, Canon Inc. Please use the link listed below to review Canon Inc.'s most recent and previous annual reports.

Financial Results / Statements:

<https://global.canon/en/ir/library/results.html>

Annual Reports:

<https://global.canon/en/ir/library/annual.html>

QUALIFICATIONS

Managed Print Services

See Managed Print Services Proposed Response Attachment

Key Personnel

Mark Leestma
Major Account Executive
Government / Education
(562) 285-1743
mleestma@csa.canon.com

Glen Hitchens,
Consultant, Managed Print Services, Sr.
(562) 285-1719
ghitchens@csa.canon.com

Hilda Martinez,
Manager, Major Account Sales
Government
(818) 630-8327
hmartinez@csa.canon.com

The Managed Print Services Consultant plans and directs all functions of the operation in accordance with the standards of service excellence and total customer satisfaction objectives of Canon Solutions America, Inc. He supervises and coordinates operational transition from sales through implementation, installation, training and account management. He is available any time his input is required. 30+ years industry expertise in Print and Document Management solutions, Several years with HP, Lanier, Kyocera and business owner before Canon tenure CDIA+ CompTIA Certified Document Imaging Architect +.

Subcontractors

No subcontractors are necessary within our response.

References

City of Torrance

Gerry Pinela, Central Services Supervisor
Reprographics and Fleet
Active – More than one Canon cycled term

City of El Segundo

Lili Sandoval, City Clerk's Office
(310) 524-2306
Multifunction Device
Active – More than one Canon cycled term

City of Lynwood

Peter Han, Director of IT
(310) 603-0220 ex 294
Multifunction Devices and Output Management Software
Active

City of Redondo Beach

Matthew Ruhland, Director of IT
(310) 318-0658
Multifunction Devices, Production Equipment
Active – More than one Canon cycled term

City of Rancho Palos Verdes

Lukasz Buchwald, IT Manager
(310) 544-5311
Multifunction Devices
Active – More than one Canon cycled term

City of Hermosa Beach

Ann Yang, Executive Assistant, Office of the City Manager
(310) 318-0216
Multifunction Devices
Active – More than one Canon cycled term

MPS References

Weathersfield Public Schools

Jim Deragon
Wethersfield CT
860-571-8100
Serviced 6 years
MPS 56 printers downsized from 180 with 56 MFPs and uniFLOW output management solution

Kingston City Schools

Gary Tomczyk
Kingston, NY
914-777-5210
Serviced 6 years
MPS 147 printers 81 mfps' and uniFLOW output management solution

Windham Southeast Advisory Union

Gary Parzych
Brattleboro, VT
802-254-3730
Service 4 years
MPS 179 printers 76 MFPs and Papercut output management solution

Pricing

See Managed Print Services Proposed Response Attachment

Term of Contract – 1 year or 12 months

Payments – Quarterly

Taxes - Included

Investment Summary

Devices	Black Cost Per Page	Color Cost Per Page
Desktop Laser Printers	\$0.012	\$0.09

Inkjet and Wide Format printers not included

Address for return and response listed below:

Mark Leestma
Major Account Executive - Government / Education
Canon Solutions America, Inc.

3900 Kilroy Airport Way
Long Beach, Ca 90806
Phone: (562) 285-1743
Cell: (714) 606-8267
mleestma@csa.canon.com





John Phillips

From: Vernell McDaniel
Sent: Tuesday, November 13, 2018 9:28 AM
To: John Phillips
Cc: Mily Huntley; Kenny McCullough
Subject: FW: Notification of daily printing

From: legals@thecomptonbulletin.com <legals@thecomptonbulletin.com>
Sent: Tuesday, November 13, 2018 7:18 AM
To: Vernell McDaniel <Vmcdaniel@comptoncity.org>
Subject: Notification of daily printing

NOTIFICATION OF DAILY PRINTING

The following ads have run as per schedule below:

Cust Id	Ad Id	Your Control Number	Publish Date	Run	NP Id	Newspaper Name
314	24514	RFP FOR MAINTENANCE AND SUPPLY ON (28) MULTIFUNCTIONAL DIGITAL IMAGING SYSTEMS	11/13/2018	1/1	1	THE COMPTON BULLETIN

Run by: lisagracekellogg at 11/13/2018 7:18:24 AM



**REQUEST FOR PROPOSAL FOR
MAINTENANCE AND SUPPLY ON (28) MULTIFUNCTIONAL DIGITAL IMAGING SYSTEMS
AND MANAGE PRINT (118) HP DESK TOP PRINTERS**

The City of Compton is requesting proposals from qualified companies for a one (1) year contract for the provision Maintenance and Supply for (28) Multifunctional Digital Imaging Systems and Manage Print (118) HP desk top printers. The successful proposer will be responsible for on-site maintenance, repairs, parts, and all consumables, except paper. A Request For Proposal ("RFP") which includes instructions for completion, is attached.

Respondents to this RFP shall submit completed proposals in a sealed envelope, clearly marked with Proposal for Maintenance and Supply for (28) Multifunction Digital Imaging System and Manage Print (118) HP Desk Top Printers and the name of the company submitting the proposal. Each company must submit one original and one electronic copy of the proposal by 2:00 p.m. on November 21, 2018, to the following address:

CITY OF COMPTON
City Clerk's Office
205 Willowbrook Avenue
Compton, California 90220

The complete RFP scope of service can be reviewed at www.comptoncity.org. If you have any questions about the RFP, please submit your inquiries in writing, preferably by email, to:

John Phillips
Reprographics Services Manager
jphillips@comptoncity.org
(310) 761-1440

City of Compton
REPROGRAPHICS SERVICES
A Division of the City Manager's Office

**REQUEST FOR PROPOSAL
FOR
MAINTENANCE AND SUPPLY ON (28) MULTIFUNCTIONAL DIGITAL IMAGING SYSTEMS
AND MANAGE PRINT (118) HP DESK TOP PRINTERS**

DUE DATE: November 21, 2018 BY 2:00 P.M.

**City of Compton
City Clerk's Office
205 South Willowbrook Ave.
Compton, CA 90220**

**COMPTON CITY HALL
CITY OF COMPTON
REQUEST FOR PROPOSAL FOR**

**MAINTENANCE AND SUPPLY ON (28) MULTIFUNCTIONAL DIGITAL IMAGING
SYSTEMS AND MANAGE PRINT (118) HP DESK TOP PRINTERS**

INTRODUCTION

The City of Compton "City" is issuing this Request for Proposal (RFP) in order to obtain proposals from qualified vendors able to provide the City with Maintenance and Supply for Multifunctional Digital Imaging Systems and HP desktop printers. The successful proposer will be responsible for supplying the on-site maintenance, repairs, parts, and all consumables - except paper. Proposals will be evaluated based on the criteria set forth in the scope of services.

SCOPE OF SERVICES

The City intends to enter into a one (1) year contract for twenty-eight(28) old black/white, color digital Multifunction Digital Imaging System and 118 HP Desktop Printers. The City desires an all-inclusive agreement which shall include maintenance, all consumable supplies (except paper), and maintenance and supplies for (118) HP desktop printer. (Manage Print)

A. TECHNICAL SERVICES/MAINTENANCE

The successful proposer will provide prompt maintenance - preventive and remedial, during City's business hours (Monday through Thursday 7:00 a.m. to 6:00 p.m.). Proposer shall provide required certified equipment service technicians. The maximum service response time for on-site maintenance should not exceed four (4) working hours from the time the department places the service call to the repair center.

B. MULTIFUNCTIONAL DIGITAL IMAGING SYSTEM (28)

- (11)-Sharp MX-C402SC'S Digital Imaging System
- (1)- Sharp MX-7040N Digital Color Imaging System
- (1) - Sharp MX-M1204N Digital Copier
- (1) -HP Design Jet Z6600 Printers (60")
- (5)- Sharp MX-M623 Digital Imaging System
- (1)- Sharp MX-M5141 Digital Color Imaging System
- (1) - Sharp MX-C 300W Digital Imaging System
- (3) - Sharp MX - M365N
- (1) - Sharp - MX283N

(1) - Ricoh PRO 906EX

(1) - KIP 7170 Multifunctional System for Blueprints

(1) - Duplo DSC 10/20 Booklet System

C. HP DESKTOP PRINTERS (118)

Location	Model Number	Serial Number
City Attorney	HP color laserjet pro m452dw	VNB3P14589
City Attorney	HP color laserjet Pro M452dw	VNB3D14268
City Attorney	Brother HL-6180DW	U63083M4N884881
City Attorney	HP Color LaserJet M452dw	VNB3P10877
City Attorney	HP Color LaserJet CP4005dn	JP4LB50914
City Attorney	HP LaserJet M1522nf	CNC98980F8
City Attorney	HP LaserJet 400 MFP M425dn	CNB6D5P0MS
City Manager	HP PageWide Pro MFP 477dw	CN75FGJ09Q
City Manager	HP Color LaserJet MFP M477fdw	VNB8JD11H6
City Manager	HP Color LaserJet MFP M477fdw	VNB8H8868Z
City Manager	HP OfficeJet Pro 8730	CN74OE60X0
City Manager	HP OfficeJet Pro 8730	CN73SE6083
City Manager	HP LaserJet 400 MFP M425dn	CNC6DC40CC
City Manager	HP OfficeJet Pro 8630	CN58KFK1BV
City Manager	HP OfficeJet Pro 8610	CN51TEX27Z
City Manager	HP LaserJet M402dw	PHBVD10153
City Manager	HP Color LaserJet M553	
City Manager	HP Officejet Pro 8610	CN51JE3286
General Services	HP Color LaserJet M750	CNDCHDK12N
General Services	HP Designjet T520 24in	CN54S6M048
General Services	HP Color LaserJet MFP M477fnw	VNB8HCX5S1
Controller's Office	HP LaserJet Pro M402dn	PHBQD59921
Controller's Office	HP LaserJet P2055dn	JPBF975042
Controller's Office	HP LaserJet M506	PHBKR12516
Controller's Office	HP LaserJet 4350	USBXX14011
Controller's Office	HP Color LaserJet CP3525	CNCC8CD03S
Controller's Office	HP Color LaserJet MFP M477fnw	VNBKL3666H
Controller's Office	HP LaserJet 600 M602	CNDCGD80HT
IT Department	HP LaserJet P3005	CNJ1P14828
IT Department	CM2320fxi	CND99BSC2B
IT Department	CP2025dn	CNGS421362
IT Department	HP Color laserjet CM2320nf MFP	CNF9C5DYB2
Planning	HP Color LaserJet M750	CNDCJ440CN
Planning	HP LaserJet P4515	CNDY265113
Planning	HP Color LaserJet M553	JPBCJ6F1DB
Planning	HP color laserjet 3800	CNYBB88071
Building and Safety	HP Color LaserJet M553	CNBCHBG030

Building and Safety	HP LaserJet P4014	JPDF026774
Building and Safety	HP LaserJet M1522nf	CNG8B69597
Building and Safety	HP LaserJet M2727nf	CND98C616V
Building and Safety	HP Color LaserJet CP3525	CNCCB746T9
Building and Safety	HP Color LaserJet M477fdw	VNB8K1F13Z
Building and Safety	HP LaserJet P4015	CNDY847751
Building and Safety	HP OfficeJet Pro 8720	CN698FK0WB
Building and Safety	HP OfficeJet Pro 8720	CN698FK0YC
Building and Safety	HP color Laserjet CP3525dn	CNCCB746T9
Public Works	HP color LaserJet M651	JPCCJ150RW
Public Works	HP Officejet 4630	CN53M590ZW05Y0
Public Works	HP laserjet 400 M401dw	PHGGF05885
Public Works	HP Designjet T520	CN44S5M08G
Public Works	HP Officejet 4630	CN4AT4B1Q8
Public Works	HP Officejet 4630	CN4CD5B3D7
Public Works	HP LaserJet MFP M477fnw	VNB8HCX5VZ
City Treasurers	Epson Stylus NX515	LELYZ06558
City Treasurers	HP LaserJet 4250	CNRXG61303
City Treasurers	HP LaserJet P4515	CNDY457038
Water	HP LaserJet Pro M501dn	PHBTR30859
Water	HP OfficeJet Pro X476dn MFP	CN43JGX02X
Water	HP OfficeJet Pro X476dn MFP	CN45EHX0NK
Water	HP OfficeJet Pro X476dn MFP	CN42LGK04J
Water	HP OfficeJet Pro X476dn MFP	CN35PDJ012
Water	HO Color LaserJet 2840	MY76E111TQ
Water	HP OfficeJet Pro X476dn MFP	CN45EHX0KJ
Water	HP Color LaserJet CM3530 MFP	CNJLB03318
City Clerks	HP Color LaserJet 2840	CNFC63H02Y
City Clerks	HP LaserJet P3015	VNB3S34689
Human Resources	Ricoh Aficio SP C430DN	S9328900160
Human Resources	HP OfficeJet Pro 8600 N911n	CN25SBR1FT05KF
Human Resources	HP LaserJet CM1415fnw	CNF8BBLK42
Fire Station 2	HpLaserjet 1320	CNHC61K0MK
Fire Station 1	HpLaserjet 1320	CNLKY11312
Firestation 3	HP color laserjet CP1518ni	JPAC8690TF
Firestation 1	HP color laserjet CP1518ni	JPAC8690TG
Fire Station 1	HP Color LaserJet CM2329nf mfp	CNB98CRC2H
Fire Station 1	HP color laserjet CP1518ni	JPAC87206Y
Fire Station 1	HP Color LaserJet M452dn	VNB3M27237
Fire Station 1	HP color laserjet CP1518ni	JPAC8690TG
Fire Station 1	HpLaserjet 1320	CNBC4C910Q
Fire Station 1	HP Color LaserJet 2600N	CNHC72659Z
Fire Station 4	HpLaserjet 1320	CNHC61K0MR
Water Yard	HP Officejet Pro X476dn mfp	CN45ZEHX0KZ
Water Yard	HP Laserjet M402dn	PHBQH54256

Water Yard	HP Officejet Pro X476dn mfp	CN45DHX0H2
Water Yard	HP Designjet Z5400 PostScript	SG6A1B9016
Water Yard	HP Officejet 5610 All in one	CN64DDF4WC
Water Yard	HP Photosmart 8050	N/A
Water Yard	Epson Workforce Wf-7610	S9DY111547
Grants	Epson Workforce WF-3640	SEYY381875
Grants	HP LaserJet P4014	CNDX138403
Grants	HP Color LaserJet Pro MFP M177fw	CNB6F9KL4Q
Grants	HP Color LaserJet 3600n	CNWBB40748
Grants	HP OfficeJet 7610	CN4273M017
Grants	HP Color laserJet 5550dtn	JPSC94707C
Grants	HP Color LaserJet 9500mfp	JPVDF03957
LHA	HP LaserJet P3015	VNBCB6W151
LHA	HP LaserJet P3005	CNJ1P14824
LHA	HP Color LaserJet M452DW	VNB3P10681
LHA	HP LaserJet M806	JPCCH2M0WB
CareerLink	HP Color LaserJet M651	JPCCH6011D
CareerLink	HP LaserJet M605	CNBCH6Q1NR
Dollarhide	HP LaserJet 500 colorMFP M570dn	CNB9G77J8M
CRA	HP color Laserjet CP3525dn	CNCC8CD033
CRA	HP color Laserjet CP3525dn	CNCCB746TW
CRA	HP Color LaserJet CP3525	CNCCB746T8
MLES	HP LaserJet P 4515	JPDF255770
MLES	HP Color LaserJet CP4525	JPBCBCT08G
MLES	HP LaserJet 400 Color M451dw	CNDF601651
MLES	HP laserjet 1012	CNFB31277
MLES	HP mfp 426	PHB8J70427
MLES	HP Color LaserJet CM2320fxi MFP	CND99BGBBM
Dollarhide		
Community Center	HP Laserjet Pro 400 MFP M425dn	CND8F9X037
Dollarhide		
Community Center	HP Color laserjet cp1215	CNAC82D0K8
Dollarhide		
Community Center	HP Color laserjet cp1215	CNAC82D0FQ
Dollarhide		
Community Center	HP officeJet Pro 6830	TH62C81260
Dollarhide		
Community Center	Epson XP-850	QYTY014322
Code Enforcement	HP mfp 426	PHB8J70427
MLK Transit Center	HP Color LaserJet Pro MFP M177fw	CNB6F9L041
MLK Transit Center	HP LaserJet CM1415fnw	CNF8B97M54

D. MAINTENANCE AND SUPPLY REQUIREMENTS

1. The equipment shall remain the property of the City of Compton and vendor/contractor shall maintain all machines in acceptable working order during the contract term.

E. PROPOSAL SUBMISSION REQUIREMENTS

The proposer shall be responsible for preparing an effective, clear and concise proposal. It is recommended that proposals contain the following information:

1. **Cover/Transmittal Letter:** A cover letter introducing the company and their individual representative (legal name and company title) who will be the primary contact person. The contractually binding signature of the representative authorized to sign on behalf of the company. The proposal must be a firm offer that is valid for a (45)-day period.
2. **General information:** Information about the vendor, including location of office, years in business and the number of Key Personnel.
3. **Qualifications:** Vendors must provide information on the company's qualifications and experience in providing the scope of services described above. Any areas of experience where the Vendor is deficient or will need to rely on the services of an outside subcontractor must be provided. Also include the qualifications and experience of all personnel performing this or similar type of work.
4. **Key Personnel:** Identify the primary contact for the project and any key personnel who will be assigned to the implementation process of the contractual agreement.
5. **Subcontractors:** Any portion of the scope of work that will be subcontracted. Include company qualifications (brief) and key personnel, telephone number and contact person for all subcontractors. The City reserves the right to approve or reject all subcontractors for personnel performing contractor services, proposed by the Vendor during or after the proposal review and selection process.
6. **Insurance Requirements:** Written statement that the company can meet the City's mandatory insurance requirements. The City requires:
 - a. Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - b. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence to a professional engaged in vendor's regular course of business.
 - c. Automobile Liability Insurance with a minimum limit of \$500,000 per accident and Workers Compensation Insurance as required by the State of California.

The City reserves the right to establish that these insurance requirements be met and complied with prior to execution of any contractual agreement. Failure to comply could result in non-award of the contract.

7. **References:** Provide the name and telephone number of at least three references who are familiar with services provided by the vendor. References must include a brief description of the services received and dates those services were provided.
8. **Term of Contract:** The contract shall be for one(1) years or 12 months.
9. **Payment:** Maintenance Agreement will be payable in quarterly payments.
10. **Fee Information:** Pricing must cover all costs and taxes, based on a 12 month Service and Supply include quote information on the following:

- a. All operating supplies toner, developer, fuser oil, drums, rollers, circuit boards, exception of paper staples, etc.).
- b. Maintenance (parts and labor).
- c. All equipment must be quoted at price with black and white (250,000) impressions per month and Color (20,000) copies per month allowance.

11. **Deadline and Delivery:** One (1) original and one (1) electronic copy of proposal shall be submitted to the City Clerk's office at the City of Compton, 205 Willowbrook Avenue, Compton, CA 90220. The deadline for submittal of a proposal is November 21, 2018 by 2:00 p.m. Proposals received after 2:00 p.m. will not be accepted. The RFP must show the return address and telephone number of the proposer.

F. SELECTION PROCESS

Each of the proposals received will be evaluated to determine if it meets stated requirements. Failure to meet these requirements will be cause for elimination of further consideration.

The City shall not be liable in any way for any cost incurred by any vendor or in the preparation of its proposal in response to this RFP nor for obtaining any required insurance.

The City reserves the right to reject any and all proposals, to waive any technicalities, informalities and irregularities, to accept or reject all or part of a proposal(s), and to be the sole judge of the suitability of the proposals offered.

Proposals must be responsive to the City's request. Cost alone shall not be the determinative factor. The City shall determine the most responsive and responsible company providing the best service at the most reasonable cost. The City reserves the right in its absolute discretion to make no award or contract.

Proposals will be evaluated generally on the following criteria, which is neither weighted nor prioritized:

- A. Responsiveness to RFP
- B. Prior experience in performing similar work
- C. Experience of the company and assigned individuals
- D. The charge and cost effectiveness of the proposed service
- E. Reference check

G. PROPOSAL REVIEW AND AWARD SCHEDULE

RFP published and distributed	11/07/2018
Proposals deadlines	11/21/2018
Proposal review and evaluated by staff	11/27/2018
Contract executed work begins	12/12/2018

H. SUPPLEMENTAL INFORMATION

Direct any questions concerning this Request for Proposal in writing (email preferred) to: John Phillips, Reprographics Services Division, at jphillips@comptoncity.org.

Respondents to this RFP shall submit completed proposals in a sealed envelope, clearly marked with **“Proposal for Multifunction Digital Imaging System and HP Desktop Printers – Do Not Open With Regular Mail”** and the name of the vendor submitting the proposal. One (1) original and one (1) electronic copy of proposal must be submitted by 12:00 p.m. November 21, 2018 to the following address:

City of Compton
City Clerk's Office
205 South Willowbrook Avenue, Compton, CA 9022

February 5, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: HONORABLE CITY TREASURER

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

SUMMARY

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

BACKGROUND

On May 22, 2018, the City Council adopted Resolution No. 24,782, which identified certain City employees as authorized signatories to sign checks and/or warrants on behalf of the City of Compton. As of August 2018, the City hired a new Deputy Controller.

STATEMENT OF ISSUE

Due to recent personnel changes, the current list of designated City employees authorized to be signatories on certain City accounts (as authorized by Resolution No. 24,782) requires revision; more specifically, to remove an existing signer and add a new Deputy Controller.

ALTERNATIVE

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

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the Council adopt the attached Resolution.

**DOUGLAS SANDERS
CITY TREASURER**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

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

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

WHEREAS, on May 22, 2018, the City Council adopted Resolution No. 24,782, which identified certain City employees as authorized signatories to sign checks and/or warrants on behalf of the City of Compton, however, as the need arises it may become necessary to revise and update this list for various reasons; and

WHEREAS, due to recent personnel changes, the list of designated City employees authorized to be signatories on certain City accounts requires revision; more specifically, remove an existing signer and add a new Deputy Controller; and

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

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

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

GROUP I (Department of the Treasurer):

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

and

GROUP II (Department of the Controller):

- E. Rafaela T. King, City Controller
or
- F. Wanda F. Davis, Deputy Controller
or
- G. Christopher Sutton, Deputy Controller

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

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

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

- A. City of Compton - General Account
- B. City of Compton - Payroll Account
- C. City of Compton - Careerlink
- D. City of Compton - Block Grant
- E. City of Compton - Workers Comp Account
- F. City of Compton - Liability Account
- G. City of Compton - Emergency Medical Service
- H. City of Compton - Police Drug Property Forfeiture
- I. City of Compton - COPS Grants Weed and Seed
- J. City of Compton - Prop C Fund
- K. City of Compton - Home Loan
- L. City of Compton - Bond Sewer Construction Fund
- M. City of Compton - General Reserve Regional Park
- N. City of Compton - Section 108 HUD Fund
- O. City of Compton - Change Fund
- P. City of Compton - Parking Violations
- Q. City of Compton - Residential Rehabilitation
- R. City of Compton - Utility Billings
- S. City of Compton - Demonstration Rental
- T. City of Compton - Formal Assurance Program
- U. City of Compton - Neighborhood Improvement
- V. City of Compton - Measure R Fund
- W. City of Compton - Prop A Fund
- X. City of Compton - Local Housing Authority ADMIN FEES
- Y. City of Compton - Local Housing Authority PORT-IN
- Z. City of Compton - Local Housing Authority
- AA. City of Compton - Finance Authority
- BB. City of Compton - Family Self Sufficiency Program
- CC. City of Compton - PERS Account
- DD. City of Compton - Low & Moderate Income Housing Asset Fund
- EE. City of Compton - Building & Safety Department Business License
- FF. City of Compton - Measure M

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

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

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

ADOPTED this ____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita L. Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by City Council of the City of Compton, signed by the Mayor and attested to by the Clerk at a regular meeting thereof held on the _____ day of _____, 2019.

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

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

CITY CLERK OF THE CITY OF COMPTON

February 5, 2019

TO: MAYOR AND COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER
FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A
PURCHASE ORDER FOR WEST COAST OFFICE SYSTEMS, INC. TO
PURCHASE USED OFFICE FURNISHINGS (\$43,238.35)**

SUMMARY

Adoption of the attached resolution will amend the 2018-2019 Fiscal Year budget to transfer Forty Three Thousand Two Hundred Thirty Eight Dollars and Thirty-Five Cents (\$43,238.35) between accounts and authorize the City Manager to issue a purchase order to West Coast Office Systems, Inc. in an amount not to exceed Forty Three Thousand Two Hundred Thirty Eight Dollars and Thirty-Five Cents (\$43,238.35) for the purchase of used office furnishings for use throughout City Hall.

BACKGROUND

West Coast Office Systems, Inc. ("West Coast") is handling the liquidation sale of office furnishings available due to the closure of the Toyota Motors North America corporate offices in Torrance, California. The purchase of these used office furnishings is being offered at a substantial discounted rate.

STATEMENT OF ISSUE

The City has a unique opportunity to purchase much needed office furnishings that have been well maintained, and even though used, in excellent condition.

The furnishings that are proposed to be purchased (see attached list of proposed furnishing purchases) will be placed in various City departments and locations throughout City Hall including the newly relocated Compton Water Department, Waste Division in City Hall. The proposed purchases mainly consist of lobby furnishings, that are currently non-existent, tables and chairs that will be used in City departments' conference rooms, Smart boards, and miscellaneous mounting arms.

In light of the fact that this will be the purchase of used office furnishings sold at a time-limited liquidation sale and prices, competitive or comparative bids are not typically available.

FISCAL IMPACT

West Coast was provided with a listing of the various furnishings sought to be purchased and presented total pricing in the approximate amount of Forty Three Thousand Two Hundred Thirty Eight Dollars and Thirty-Five Cents (\$43,238.35).

The 2018-2019 Fiscal Year budget will need to be amended to transfer Thirty Three Thousand Four Hundred Eighty Three Dollars and Thirty-Two Cents (\$33,483.32) in funds between accounts: transfer from Account No. 1004-610-000-4269 to Account No. 1004-610-000-4335 and transfer of Nine Thousand Seven Hundred Fifty Five Dollars and Three Cents (\$9,755.03) from Account No. 5100-850-000-4249 to 5100-850-000-4335.

Funds for this expenditure will be available in the 2018-2019 Fiscal Year budget in following account numbers after the transfer is made:

1004-610-000-4335	\$33,483.32
5100-850-000-4335	<u>\$ 9,755.03</u>
Total	\$43,238.35

RECOMMENDATION

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

**VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS
AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER
FOR WEST COAST OFFICE SYSTEMS, INC. TO PURCHASE USED OFFICE
FURNISHINGS (\$43,238.35)**

WHEREAS, West Coast Office Systems, Inc. ("West Coast") is handling the liquidation sale of office furnishings available due to the closure of the Toyota Motors North America corporate offices in Torrance, California. The purchase of this used office furnishings is being offered at a substantial discounted rate; and

WHEREAS, the City has a unique opportunity to purchase much needed office furnishings that have been well maintained, and even though used, in excellent condition; and

WHEREAS, the furnishings that are proposed to be purchased; listed in the attached proposed furnishing purchases; will be placed in various City departments and locations throughout City Hall, including the newly relocated Compton Water Department Waste Division in City Hall; and

WHEREAS, in light of the fact that this will be the purchase of used office furnishings sold at a time-limited liquidation sale and prices, competitive or comparative bids are not typically available, staff recommends that the City take advantage of this opportunity to purchase furnishings at substantially discounted prices; and

WHEREAS, the 2018-2019 Fiscal Year budget will need to be amended to transfer funds between accounts.

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

Section 1. That the City Manager is hereby authorized to issue a purchase order in the amount of Forty Three Thousand Two Hundred Thirty Eight Dollars and Thirty-Five Cents (\$43,238.35) for West Coast Office Systems, Inc. for the purchase of used office furnishings.

Section 2. That the 2018-2019 Fiscal Year budget shall be amended to transfer funds between accounts as follows:

<u>From:</u>	<u>Account No.</u>	<u>Amount</u>
	1004 610 000 4269	\$33,483.32
<u>To:</u>	<u>Account No.</u>	<u>Amount</u>
	1004 610 000 4335	\$33,483.32
<u>From:</u>	<u>Account No.</u>	<u>Amount</u>
	5100 850 000 4249	\$9,755.03
<u>To:</u>	<u>Account No.</u>	<u>Amount</u>
	5100 850 000 4335	\$9,755.03

Section 3. That after the budget amendment, funds for this expenditure will be available in the following accounts: Account No. 1004 610 000 4335 in the amount of \$33,483.32 and Account No. 5100 850 000 4335 in the amount of \$9,755.03, for a total of \$43,238.35.

Section 4. That a certified copy of this Resolution will be filed in the offices of the City Manager, General Services, Municipal Water Department, City Controller and the City Clerk.

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

ADOPTED this ____ day of _____, 2019.

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 _____, 2019.

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

West Coast Office Systems, Inc.

1121 San Pablo Drive
San Marcos, CA 92078

619-318-9800

Estimate

Number E519

Date 10/18/2018

Bill To

Michael Harvey
City of Compton
Water Department
205 S. Willowbrook Ave
Compton,, CA, 90220

Ship To

SAME

PO Number

Terms

50% deposit Balance upon completi

Project

Description	Quantity	Price Each	Tax1	Amount
6x6 Knoll cubicles	2	\$695.00	✓	\$1,390.00
6x8 Knoll cubicle	0	\$0.00	✓	\$0.00
Private office U groups Knoll with P tops (2) left returns (1) right return	3.00	\$795.00	✓	\$2,385.00
Bookcases for offices	3.00	\$95.00	✓	\$285.00
	0	\$0.00	✓	\$0.00
Knoll studio side chairs	8	\$150.00	✓	\$1,200.00
Body Built task chairs	5	\$150.00	✓	\$750.00
3 drawer lateral files with tops	4	\$175.00	✓	\$700.00
	0.00	\$0.00		\$0.00
	0.00	\$0.00		\$0.00

West Coast Office Systems, Inc.
1121 San Pablo Drive
San Marcos, CA 92078

619-318-9800

Estimate

Number E519

Date 10/18/2018

Bill To

Michael Harvey
City of Compton
Water Department
205 S. Willowbrook Ave
Compton,, CA, 90220

Ship To

SAME

PO Number

Terms

50% deposit Balance upon completi

Project

Description	Quantity	Price Each	Tax1	Amount
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Tear down, prep and load , deliver and install to be billed on separate invoice. Estimate to follow. Thank you for this opportunity.

Amount Paid \$0.00

Amount Due \$7,230.03

Shipping Cost \$0.00

Sub Total \$6,710.00

Sales Tax 7.75% on \$6,710.0 \$520.03

Total \$7,230.03

West Coast Office Systems, Inc.

1121 San Pablo Drive
San Marcos, CA 92078

619-318-9800

Estimate

Number E520

Date 10/18/2018

Bill To

Michael Harvey
City of Compton
Water Department
205 S. Willowbrook Ave
Compton,, CA, 90220

Ship To

SAME

PO Number

Terms

50% deposit Balance upon completi

Project

Description	Quantity	Price Each	Tax1	Amount
Tear down, prep and load 3 offices and 2 cubicles from Toyota site	5	\$120.00		\$600.00
Deliver and install during normal business hours	5	\$250.00		\$1,250.00
Pull 13 chairs, 4 3 drawer lateral files with tops, etc.	1.00	\$325.00		\$325.00
Truck and fuel surcharge	1.00	\$350.00		\$350.00

Thank you for this opportunity.

Amount Paid \$0.00

Amount Due \$2,525.00

Shipping Cost \$0.00

Sub Total \$2,525.00

Sales Tax 7.75% on \$0.00 \$0.00

Total \$2,525.00

West Coast Office Systems, Inc.

1121 San Pablo Drive
San Marcos, CA 92078

619-318-9800

Invoice

Number 1827

Date 10/31/2018

Bill To

Mily Huntley
City of Compton
205 South Willowbrook Ave.
Compton, CA , 90220

Ship To

Same

PO Number**Terms**

Net 5 days from delivery

Project

Description	Quantity	Price Each	Tax1	Amount
Chairs with writing desks	2.00	\$175.00	✓	\$350.00
Lounge chairs	6.00	\$175.00	✓	\$1,050.00
Lobby chairs	31.00	\$150.00	✓	\$4,650.00
Coffee Tables	3.00	\$125.00	✓	\$375.00
Circular tables	5.00	\$100.00	✓	\$500.00
6' Conference Table	2.00	\$450.00	✓	\$900.00
8" conference table	1.00	\$700.00	✓	\$700.00
12' Conference Table	1.00	\$1,000.00	✓	\$1,000.00
16' conference Table	3.00	\$1,400.00	✓	\$4,200.00
22' Conference Table	1.00	\$1,900.00	✓	\$1,900.00
Black Conference Chairs	74.00	\$150.00	✓	\$11,100.00
Executive office U Group	1.00	\$750.00	✓	\$750.00
Smart boards	7.00	\$400.00	✓	\$2,800.00
Silver monitor arms	8.00	\$100.00	✓	\$800.00

West Coast Office Systems, Inc.

1121 San Pablo Drive
San Marcos, CA 92078

619-318-9800

Invoice

Number 1827

Date 10/31/2018

Bill To

Mily Huntley
City of Compton
205 South Willowbrook Ave.
Compton, CA , 90220

Ship To

Same

PO Number**Terms**

Net 5 days from delivery

Project**Description****Quantity****Price Each****Tax1****Amount**

Delivery and installation charges are not included and will be quoted based on quantities. Smart Boards, Black conference chairs, and some items may be limited to quantities available. Thank you for this opportunity.

Amount Paid \$0.00

Amount Due \$33,483.32

Shipping Cost \$0.00

Sub Total \$31,075.00

Sales Tax 7.75% on \$31,075. \$2,408.32

Total \$33,483.32

February 5, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR DOUGLAS INDUSTRIAL MEDICAL CLINIC FOR PROVISION OF PRE-EMPLOYMENT MEDICAL EXAMINATIONS AND TESTING SERVICES (\$14,000)

SUMMARY

The City Council will consider adopting a resolution which will authorize the City Manager to enter into a professional services agreement with the Douglas Industrial Medical Clinic for providing pre-employment medical examinations and testing on prospective employees (i.e. retroactive from July 1, 2018 through June 30, 2019) and establishing a purchase order in the amount of Fourteen Thousand Dollars (\$14,000.00).

BACKGROUND

City employment policies and practices require that candidates conditionally offered employment with the City be required to undergo and pass a pre-employment physical examination performed by a licensed, professional facility and personnel.

STATEMENT OF THE ISSUE

There is a need for more advanced methods of providing medical services to prospective employees. The Human Resources Department solicited quotes from medical facilities for provision of certain pre-employment medical examinations and testing; more specifically, physical examinations with audio and rapid drug test and TB testing. The following quotes were submitted:

<u>Name</u>	<u>Amount</u>
Med Post Urgent Care	\$165 per exam
U.S. Health Works	\$207 per exam
Douglas Industrial Clinic	\$100 per exam

Staff reviewed the proposals/quotes presented and determined that Douglas Industrial Medical Clinic provides the most cost efficient medical services to fit the needs of the City for prompt pre-employment physical examinations of prospective employees and provision of the examination results in a timely manner.

FISCAL IMPACT

Funding for this expenditure is allocated in the City's 2018-2019 Fiscal Year budget in Human Resources Department in Account No. 1001-560-000-4260.

RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

**JESENIA SANCHEZ, HUMAN RESOURCES ANALYST
HUMAN RESOURCES 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 AN AGREEMENT
WITH AND ESTABLISH A PURCHASE ORDER FOR DOUGLAS INDUSTRIAL
MEDICAL CLINIC FOR PROVISION OF PRE-EMPLOYMENT MEDICAL
EXAMINATIONS AND TESTING SERVICES (\$14,000)**

WHEREAS, City employment policies and practices require that candidates conditionally offered employment with the City be required to undergo and pass a pre-employment physical examination performed by a licensed, professional facility and personnel; and

WHEREAS, the City is currently involved in numerous recruitments for various job positions, thus the services of medical provider are needed for the remainder of this fiscal year; and

WHEREAS, the Human Resources Department solicited quotes from medical facilities for provision of certain pre-employment medical examinations and testing; more specifically, physical examinations with audio and rapid drug test and TB testing. The following quotes were submitted:

<u>Name</u>	<u>Amount</u>
Med Post Urgent Care	\$165 per exam
U.S. Health Works	\$207 per exam
Douglas Industrial Clinic	\$100 per exam

WHEREAS, staff reviewed the proposals/quotes presented and determined that Douglas Industrial Medical Clinic provides the most cost efficient medical services to fit the needs of the City for prompt pre-employment physical examinations of prospective employees and provision of the examination results in a timely manner; and

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

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

Section 1. That the City Manager is hereby authorized to enter into a professional medical agreement with the Douglas Industrial Medical Clinic for providing pre-employment medical examinations and testing on prospective employees for the Human Resources Department during Fiscal Year 2018-2019 (i.e. July 1, 2018 through June 30, 2019) in the amount of Fourteen Thousand Dollars (\$14,000.00).

Section 2. That funds for this expenditure are available in the Fiscal Year 2018-2019 budget in Account No. 1001-56-0000-4260.

Section 3. That a purchase order in the amount of \$14,000.00 is authorized to be established for the Douglas Industrial Medical Clinic.

Section 4. That a copy of this Resolution shall be filed with the offices of the City Manager, City Controller, City Attorney, Human Resources Department and City Clerk.

Resolution No. _____
Page 2

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

ADOPTED this ____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita L. Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2019.

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

**BUSINESS ASSOCIATE AGREEMENT
BETWEEN
CITY OF COMPTON
AND
DOUGLAS INDUSTRIAL MEDICAL CLINIC**

This Business Associate Agreement (hereinafter "**Agreement**") supplements and is made part of the Underlying Agreement (as defined below).

This **Agreement** is made by and between City of Compton (hereinafter "**Covered Entity**") and Ashley Sanello, M.D. (hereinafter "**Business Associate**").

ARTICLE 1

INTRODUCTION

1.1 Covered Entity and Business Associate have entered into a separate agreement, entitled "**Professional Services Agreement**", or other documented arrangement (the "**Underlying Agreement**"), pursuant to which **Business Associate** may provide services for **Covered Entity** that require **Business Associate** to access, create and/or use Protected Health Information that is confidential under state and federal laws.

1.2 Covered Entity and Business Associate intend to protect the privacy and provide for the security of Personal Health Information disclosed by **Covered Entity** to **Business Associate**, or collected or created by **Business Associate** pursuant the **Underlying Agreement**, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the regulations promulgated thereunder, including without limitation, the regulations codified at 45 CFR Parts 160 and 164 ("HIPPA Regulations"); the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary") (the "HITECH Act"); and other applicable state and federal laws, all as amended from time to time, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPPA Rules".

1.3 The HIPPA Regulations require **Covered Entity** to enter into an agreement with **Business Associate** meeting certain requirements with respect to the Use and Disclosure of Personal Health Information, which are met by this **Agreement**.

ARTICLE 2

DEFINITIONS

2.1 Terms used herein without definition shall have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable.

2.2 For purposes of this Agreement:

- a. "Breach" means the acquisition, access, use, or disclosure of Personal Health Information in a manner not permitted under Subpart E of 45 CFR Part 164 that

compromises the security or privacy of the PHI (within the meaning of 45 CFR 164.402).

- b. "Designated Record Set" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR 164.501.
- c. "Electronic Personal Information" or "ePHI" means Personal Health Information that is transmitted by or maintained in electronic media as defined in 45 CFR 160.103.
- d. "Individual" shall have the same meaning as the term "Individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- e. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, subparts A and E.
- f. "Personal Health Information" or "PHI" shall have the same meaning as the term "Personal Health Information" in 45 CFR 164.501, limited to the information created or received by **Business Associate** from or on behalf of **Covered Entity**.
- g. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- h. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- i. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in regulations or other guidance issued under Section 13402(h)(2) of HITECH.

ARTICLE 3

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

3.1 Business Associate agrees to:

a. Permitted Uses and Disclosures. Only Use or Disclose PHI for the purposes of (i) performing **Business Associate's** obligations under the **Underlying Agreement** and as permitted by this **Agreement**; or (ii) as permitted or Required by Law; or (iii) as otherwise permitted by this Agreement. **Business Associate** shall not Use or further Disclose PHI other than as permitted or required by this **Agreement** or as Required by Law. Further, **Business Associate** shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by **Covered Entity**, except that **Business Associate** may Use PHI (i) for the proper management and administration of **Business Associate**; and (ii) to carry out the legal responsibilities of **Business Associate**. **Business Associate** may Disclose for the proper management and administration of **Business Associate**, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR Section 164.506(c)(1) and (3), including but not limited to Disclosure to a business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reciprocal assistance to **Covered Entity**, provided that with respect to any such Disclosure either (i) the Disclosure is Required by Law; or (ii) for permitted Disclosures when Required by Law, **Business Associate** shall obtain a written agreement from the person to who the PHI is to be Disclosed that such person will hold

the PHI in confidence and will not use and further disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by **Business Associate** to such person, and that such person will notify **Business Associate** of any instances of which it is aware the confidentiality of the PHI has been breached.

b. Appropriate Safeguards. Implement physical, technical, and administrative safeguards that (a) reasonably and appropriately protect the confidentiality, integrity and availability of ePHI that it creates, receives, maintains or transmits on behalf of **Covered Entity**; and (b) to prevent the Use or Disclosure of PHI other than as permitted under HIPPA Regulations, this Agreement or as Required By Law.

c. Compliance with Security Provisions. **Business Associate** shall (i) implement and maintain administrative safeguards as required by 45 CFR Section 164.308, physical safeguards as required by 45 CFR Section 164.310 and technical safeguards as required by 45 CFR Section 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if **Business Associate** were a "covered entity," as such term is defined in HIPAA.

d. Compliance with Privacy Provisions. **Business Associate** shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR Section 164.504(e). **Business Associate** shall comply with all requirements of the HITECH Act related to privacy and applicable as if **Business Associate** were a "covered entity," as such term is defined in HIPAA. To the extent **Business Associate** is to carry out one or more of **Covered Entity's** obligation(s) under Subpart E of 45 CFR Part 164, **Business Associate** shall comply with the requirements of Subpart E that apply to **Covered Entity** in the performance of such obligation(s).

e. Assurances. Provide **Covered Entity** with written assurances that any PHI placed on any type of mobile media, including, but by no means limited to, lap top computers, lpads and mobile phones, is encrypted in accordance with guidance issued by the Secretary.

f. Breach Reporting. Report in writing to **Covered Entity** within two (2) business days after discovery, any suspected or actual: (a) access, use or disclosure of PHI not permitted by this **Agreement**; (b) Breach of unsecured PHI in accordance with 45 CFR 164.410; (c) security breach or intrusion; or (d) use or disclosure of PHI in violation of any applicable federal or state laws or regulations. **Business Associate** will implement a reasonable system for discovery of Breaches.

g. Mitigation. Mitigate, to the extent practicable and mandated by law, any harmful effect that is known to **Business Associate** of a use or disclosure of PHI by **Business Associate** in violation of the requirements of this **Agreement**.

h. Agents and Subcontractors. **Business Associate** shall not disclose PHI created or received by **Business Associate** on behalf of **Covered Entity** to a person, including any agent or subcontractor of **Business Associate**, but not including a member of **Business Associate's** own workforce, until such person agrees in writing to be bound by the provisions of this **Agreement** and applicable state or federal law.

i. Access to PHI. In the event that the **Business Associate** maintains PHI in a Designated Record Set, **Business Associate** agrees to provide access, within ten (10) days of a request by **Covered Entity** in the time and manner designated by **Covered Entity**, to PHI in a Designated Record Set, to **Covered Entity** or, as directed by **Covered Entity**, to an Individual in order to meet the requirements under 45 CFR 164.524.

j. Amendment of PHI. In the event that the **Business Associate** maintains PHI in a Designated Record Set, **Business Associate** agrees to make any amendment(s) to PHI in a designated record set that the **Covered Entity** directs or agrees to pursuant to 45 CFR 164.526 at the request of **Covered Entity** or an Individual, within ten (10) days of receipt of a request from **Covered Entity** and in the time and manner designated by **Covered Entity**.

k. Accounting Rights. This subsection (k) is subject to subsection (l) below. **Business Associate** shall make available to **Covered Entity**, in response to a request from an Individual, information required for an accounting of disclosures of PHI with respect to the Individual, in accordance with 45 CFR Section 164.528, incorporating exceptions to such accounting designated under such regulations. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. **Business Associate** shall provide such information as is necessary to provide an accounting within ten (10) days of **Covered Entity's** request. Such accounting must be provided without cost to the Individual or to **Covered Entity** if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if **Business Associate** informs **Covered Entity** and **Covered Entity** informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as **Business Associate** maintains PHI.

l. Accounting of Disclosures of Electronic Health Records. The provisions of this subsection (l) shall be effective on the date specified in the HITECH Act. If **Business Associate** is deemed to use or maintain an Electronic Health Record on behalf of **Covered Entity**, then, in addition to complying with the requirements set forth in subsection (k) above, **Business Associate** shall maintain an accounting of any Disclosures made through such Electronic Health Record for Treatment, Payment and Health Care Operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act. Upon request of the **Covered Entity**, **Business Associate** shall provide such accounting to **Covered Entity** in the time and manner specified by **Covered Entity** and in compliance with the HITECH Act. Alternatively, if **Covered Entity** responds to an Individual's request for an accounting of Disclosures made through an Electronic Health Record by providing the requesting Individual with a list of all business associates acting on behalf of **Covered Entity**, **Business Associate** shall provide such accounting directly to the requesting Individual in the time and manner specified by the HITECH Act.

m. Electronic Transactions. If **Business Associate** conducts any Standard Transaction for or on behalf of **Covered Entity**, **Business Associate** shall comply with the requirements under the Electronic Transaction Rule (as those terms are defined in the Security Rule).

n. Government Access. Make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by **Business Associate** on behalf of, **Covered Entity** available to the **Covered Entity**, or at the request of the **Covered Entity** to the Secretary, in a time and manner designated by the **Covered Entity** or the Secretary, for purposes of the Secretary determining **Covered Entity's** compliance with the Privacy Rule. In the event such a request comes directly from the Secretary, **Business Associate** agrees to notify **Covered Entity** immediately of such request.

o. Inspection. Within ten (10) business days of a written request by **Covered Entity**, **Business Associate** and its agents or subcontractors, if any, shall allow **Covered Entity** to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies

and procedures relating to the use or disclosure of PHI pursuant to this **Agreement** for the purpose of determining whether **Business Associate** has complied with this Agreement; provided, however, that (a) **Business Associate** and **Covered Entity** will mutually agree in advance upon the scope, location and timing of such an inspection, and (b) **Covered Entity** will protect the confidentiality of all confidential and proprietary information of **Business Associate** to which **Covered Entity** has access during the course of such inspection.

p. Identity Theft. Implementation of an Identity Theft Monitoring Policy and Procedure, to protect any patient information that may be breached by the **Business Associate** to the extent applicable under the Federal Trade Commission's Red Flag Rules.

3.2.1 HITECH Compliance. Business Associate shall:

a. not receive, directly or indirectly, any impermissible remuneration in exchange for PHI or ePHI, except as permitted by HITECH § 13405(d) or the HIPAA Regulations;

b. comply with the marketing and other restrictions applicable to **Business Associates** contained in HITECH § 13406 and the HIPAA Regulations;

c. to the extent required under HITECH § 13404, fully comply with the applicable requirements of 45 CFR 164.502(e)(2) for each use or disclosure of PHI;

d. to the extent required under HITECH § 13401, fully comply with 45 CFR 164.308, 164.310, 164.312, and 164.316;

e. to the extent required under HITECH §§ 13401 and 13404, comply with the additional privacy and security requirements that apply to covered entities in the same manner and to the same extent as **Covered Entity** is required to do so; and

f. to the extent required under the HIPAA Regulations, comply with the privacy and security requirements that apply to **Business Associates**.

3.3 State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that such state privacy laws are not preempted by HIPAA or HITECH. .

3.4 Informed Workforce. Business Associate shall not disclose PHI to any member of its workforce unless **Business Associate** has advised such person of **Business Associate's** privacy and security obligations under this **Agreement**, including the consequences for violation of such obligations. **Business Associate** shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violations of this **Agreement** and applicable law.

ARTICLE 4

OBLIGATIONS OF COVERED ENTITY

4.1 Notice of Privacy Practices. Covered Entity shall provide **Business Associate** with the notice of privacy practices that **Covered Entity** produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

4.2 Permissible Requests. Covered Entity shall not request **Business Associate** to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by **Covered Entity**.

ARTICLE 5

TERM AND TERMINATION

5.1 Term. The obligations set forth in this **Agreement** shall be effective as of the date the first PHI is released to **Business Associate** pursuant to this **Agreement**, and shall terminate only when all of the PHI provided by **Covered Entity** to **Business Associate**, or created or received by **Business Associate** on behalf of **Covered Entity**, is destroyed or returned to **Covered Entity**, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Article 56.

5.2 Termination for Cause. **Covered Entity** may immediately terminate this **Agreement** and related contracts if **Covered Entity** determines that the **Business Associate** has breached a material term of this **Agreement**. Alternatively, **Covered Entity** may choose to: (i) provide **Business Associate** with ten (10) days written notice of the existence of an alleged material breach; and (ii) afford the **Business Associate** an opportunity to cure said alleged material breach to the satisfaction of **Covered Entity** within ten (10) days. The **Covered Entity's** failure to cure shall be grounds for immediate termination of this **Agreement**. **Covered Entity's** remedies under this **Agreement** are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

5.3 Breach. In the event **Business Associate** fails to perform the obligations under this **Agreement**, **Covered Entity** may, at its option:

- a. Require **Business Associate** to submit to a plan of compliance, including monitoring by **Covered Entity** and reporting by **Business Associate**, as **Covered Entity**, in its sole discretion, determines necessary to maintain compliance with this **Agreement** and applicable law. Such plan shall be incorporated into this **Agreement** by amendment hereto; and
- b. Require **Business Associate** to mitigate any loss occasioned by the unauthorized disclosure or use of PHI.
- c. Immediately discontinue providing PHI to **Business Associate** with or without written notice to **Business Associate**.

5.4 Effect of Termination.

a. Except as provided in subsection b, below, upon termination of this Agreement, for any reason, **Business Associate** shall return or destroy all PHI received from **Covered Entity**, or created or received by **Business Associate** on behalf of **Covered Entity**. This provision shall apply to PHI that is in the possession of subcontractors or agents of **Business Associate**. **Business Associate** shall retain no copies of the PHI.

b. In the event that **Business Associate** determines that returning or destroying the PHI is infeasible, **Business Associate** shall provide to **Covered Entity** notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible; **Business Associate** shall extend the protections of this **Agreement** to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as **Business Associate** maintains such PHI.

ARTICLE 6

MISCELLANEOUS

6.1 Disclaimer. **Covered Entity** makes no warranty or representation that compliance by **Business Associate** with this **Agreement**, HIPAA, HITECH, or the HIPAA Regulations will be adequate or satisfactory for **Business Associate's** own purposes. **Business Associate** is solely responsible for all decisions made by **Business Associate** regarding the safeguarding of PHI.

6.2 Assistance in Litigation or Administrative Proceedings. **Business Associate** shall make itself, and any subcontractors, employees, affiliates or agents assisting **Business Associate** in the performance of its obligations under this **Agreement**, available to **Covered Entity**, at no cost to **Covered Entity**, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against **Covered Entity**, its directors, officers or employees based upon a claimed violation of HIPAA, HITECH, the HIPAA Regulations, or other laws relating to security and privacy, except where **Business Associate** or its subcontractor, employee or agent is named adverse party.

6.3 Survival. The respective rights and obligations of **Business Associate** under this section shall survive the termination of this **Agreement** and the **Underlying Agreement**.

6.4 Ownership of Information. **Covered Entity** holds all right, title, and interest in and to the PHI and **Business Associate** does not hold and will not acquire by virtue of this **Agreement** or by virtue of providing goods or services to **Covered Entity**, any right, title, or interest in or to the PHI or any portion thereof.

6.5 Arbitration. Except for Injunctive relief as described below in subsection 6.6, the Parties agree that any disputes arising out of the terms of this **Agreement**, their interpretation, including, but not limited to any potential claims of breach of contract, shall be subject to Binding Arbitration in Los Angeles County, California before the American Arbitration Association under its national rules for the resolution of commercial disputes, or by a retired judge to be mutually agreed upon. The Parties agree that the prevailing party in any arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the Arbitration award. The Parties agree that the prevailing party in any arbitration shall be awarded its reasonable attorneys' fees and costs to the extent provided by law.

6.6 Right to Injunctive Relief. **Business Associate** expressly acknowledges and agrees that the breach, or threatened breach, by it of any provision of this **Agreement** may cause **Covered Entity** to be irreparably harmed and that **Covered Entity** may not have an adequate remedy at law. Therefore, **Business Associate** agrees that upon such breach, or threatened breach, **Covered Entity** will be entitled to seek injunctive relief to prevent **Business Associate** from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to **Covered Entity** at law or in equity.

6.7 Regulatory References. A reference in this **Agreement** to a section in HIPAA, HITECH or the HIPAA Regulations means the section as in effect or as amended.

6.8 Amendment. **Covered Entity** may amend this **Agreement** by providing ten (10) days prior written notice to **Business Associate** in order to maintain compliance with state or federal law. Such amendment shall be binding upon **Business Associate** at the end of the ten (10) day period and shall not require the consent of **Business Associate**. **Business Associate** may elect to discontinue the **Agreement** within the ten (10) day period, but **Business Associate's** duties

hereunder to maintain the security and privacy of PHI shall survive such discontinuance. **Covered Entity** and **Business Associate** may otherwise amend this **Agreement** by mutual written contract.

6.9 Interpretation. Any ambiguity in this **Agreement** shall be resolved in favor of a meaning that permits **Covered Entity** to comply with the HIPAA Regulations.

6.10 Severability. In the event any part or parts of this **Agreement** are held to be unenforceable, the remainder of this **Agreement** will continue in effect.

6.11 Notices. Under this **Agreement**, whenever one party is required to give notice to the other, it shall be considered given if it is mailed by First Class United States mail, postage prepaid, and addressed as follows:

Business Associate:	Douglas Industrial Medical Clinic 19301 South Santa Fe Avenue, Suite 120 Rancho Dominguez, California 90221 Phone: (310) 631-5655 Fax.: (310) 631-3625
----------------------------	---

Covered Entity:	City of Compton 205 South Willowbrook Avenue Compton, California 90220 Attn: Human Resources Phone: (310) 605-5635 Fax.: (310) 605-5536
------------------------	---

6.12 Binding Nature and Assignment. This **Agreement** shall be binding on the Parties named in it and their permitted assigns. **Business Associate** may not assign this **Agreement** without the prior written permission of the **Covered Entity**. This permission shall not be unreasonably withheld.

6.13 Change of Address. Either Party may at any time change its address for notification purposes by mailing a notice stating the change and giving the new address.

6.14 Article Headings. The article headings are for reference and convenience only, and shall not affect the understanding or explanation of this **Agreement**.

6.15 Force Majeure. **Business Associate** shall be excused from fulfilling this **Agreement** for any period **Business Associate** is prevented from doing so because of an Act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control, and this shall not be a reason for ending the **Agreement**.

6.16 Entire Agreement. This **Agreement** consists of this document, which supplements the **Underlying Agreement** and is the entire agreement between the Parties. There are no other agreements that are not fully stated in this **Agreement** and no change, release or discharge of responsibilities arising under this **Agreement** shall be valid unless it is in writing and carried out by the Party against whom such change, release or discharge is sought to be enforced.

6.17 Independent Contractor. The relationship of **Covered Entity** and **Business Associate** is that of independent contractors. All acts performed by **Business Associate** shall be deemed to be performed in its capacity as an independent contractor.

6.18 Counterparts. This **Agreement** may be executed in counterparts.

6.19 Governing Law. This **Agreement** and all matters or issues collateral thereto shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have duly executed this **Agreement** and the undersigned warrants and represents that they have the legal authority to bind the party for which they are signing.

COVERED ENTITY: CITY OF COMPTON

Signature: _____
Name: Cecil W. Rhambo, Jr.
Title: City Manager
Date: _____

Approved as to form:

Craig J. Cornwell, City Attorney

BUSINESS ASSOCIATE: DOUGLAS INDUSTRIAL MEDICAL CLINIC

Signature: _____
Name: Douglas Okpara, M.D.
Title: Owner
Date: _____

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
DOUGLAS INDUSTRIAL MEDICAL CLINIC
[Douglas Okpara, M.D.]**

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 **DOUGLAS INDUSTRIAL MEDICAL CLINIC** (hereinafter referred to as “**CONSULTANT**”), located at 19301 South Santa Fe Avenue, Suite 120, Rancho Dominguez, California 90221, (each a “Party” and collectively, the “Parties”).

RECITALS:

WHEREAS, the City of Compton employment policies require that all prospective employees submit to a pre-employment medical examination; and

WHEREAS, Consultant (Douglas Industrial Medical Clinic, owned by Douglas Okpara, M.D.) represents that the medical facility and medical personnel are appropriately licensed medical practitioners, in good standing, specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

WHEREAS, by Resolution No. _____, adopted on the ____ of _____ 2019, the City Council authorized the City Manager to enter into a professional medical services agreement with Consultant to provide the necessary services; and

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

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

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional medical services; more particularly pre-employment physical examinations with audio and rapid drug tests, TB tests and other tests as may be directed by the City; for the City of Compton Human Resources Department (“Department”).

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 services and furnish all the necessary materials at its own cost and expense (except as otherwise expressly agreed to be furnished by the City), 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 his 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 Consultant determines that are necessary, if any, to perform the services required by this Agreement. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subconsultants, if any, and will keep the services under its control.

2. Duration of Contract. The Parties agree that this Agreement shall commence effective as of July 1, 2018 and be effective through June 30, 2019, unless terminated earlier. If any services are performed by the Consultant, pursuant to the written request of the City, after the expiration or termination of this Agreement, the Consultant shall be compensated at the rate specified within Consultant's Fee Rates (attached and incorporated herein) for services rendered at the written request of the City.

Notwithstanding any other provisions of this Agreement, Consultant shall not be obligated to perform any services and the City shall not be obligated to accept or pay for any services performed by the Consultant prior to the authorized commencement date or subsequent to the expiration or termination date of this Agreement. The City's knowledge of services being performed prior to the commencement date and/or subsequent to the expiration or terminate dates of this Agreement shall not obligate the City to accept or pay for such services.

3. Compensation. The method of payment for the services rendered will be based on a fee-for-services basis, billable at the rates specified within the Consultant's Fee Rates for each type of testing and examinations. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the Consultant shall be limited to a not-to-exceed amount of **Fourteen Thousand Dollars (\$14,000.00)** for services rendered during the contract term.

The total sum 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 services. In the instance of a change in the scope of services, adjustment to the compensation may be negotiated between the Consultant and the City. Adjustment in the compensation will not be effective until authorized and approved by contract amendment.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the 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, for the undisputed reasonable value of services performed, 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 **Human Resources Director or his/her designee at the Human Resources Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

The payment(s) made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state

tax withholdings on behalf of Consultant or its agents, employees or subconsultants. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or his employees or subconsultants. 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 Consultant 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 subconsultants 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 agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of the City. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subconsultant and of the persons either directly or indirectly employed by the subconsultant, 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 subconsultant of Consultant and City. Consultant will be responsible for payment of subconsultants. Consultant will bind every subconsultant and every subconsultant of a subconsultant 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.

10.1 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, his officers, employees, subconsultants 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.

10.2 City shall indemnify and save harmless the Consultant against any and all damages to property or injuries to or death of any person or persons, including property and employees of the Consultant and shall indemnify and save the Consultant 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 City, its officers, employees or agents in the performance of the duties undertaken by City 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 Consultant.

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 subconsultants. 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 below-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 Workers' Compensation and Employer's Liability (If Applicable). 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.

11.3 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, 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. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner 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, including, but not limited to strict compliance with the California Confidentiality of Medical Information Act and the Health Insurance Portability and Privacy Act and any regulations promulgated thereunder.

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and five (5) 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 fifteen (15) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

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

Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

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

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

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

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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:	Douglas Industrial Medical Clinic 19301 South Santa Fe Avenue, Suite 120 Rancho Dominguez, California 90221 Attn: Douglas Okpara, M.D. (310) 631-5655 – Phone (310) 631-3625 – Fax.
To City:	City of Compton 205 South Willowbrook Avenue Compton, California 90220 Attn: Human Resources Director, Compton Human Resources Department (310) 605-5635 (310) 605-5536 – fax.
Copy to:	City of Compton 205 South Willowbrook Avenue Compton, California 90220 Attn: City Manager

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

27. 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.

**DOUGLAS INDUSTRIAL MEDICAL CLINIC
CONSULTANT**

Dated: _____

By _____
Douglas Okpara, M.D.

CITY OF COMPTON

Approved by:

Dated: _____

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

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

February 5, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE OFFICE OF THE
CITY CONTROLLER 2018-2019 FISCAL YEAR BUDGET**

SUMMARY

Adoption of this resolution will authorize the City Manager to amend the Office of the City Controller 2018-2019 Fiscal Year Budget to modify personnel.

BACKGROUND

On June 26, 2018, the City Council adopted Resolution No. 24,804, which adopted the City of Compton's 2018-2019 Fiscal Year Budget.

It is necessary to amend the City Controller's Budget. Pursuant to the City Charter of the City of Compton, Section 1408, "At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least four members to authorize the transfer of unused balances appropriated for one purpose to another purpose".

STATEMENT OF ISSUE

The Controller's Office is responsible for General Ledger, Accounts Payables, Payroll, Purchasing, and the Business License Division. The current authorized staffing requires modification to best meet the demands to perform assigned responsibilities efficiently and effectively.

Therefore, it is necessary to add one Accountant I position to the City Controller's 2018-2019 Fiscal Year Budget. The Accountant I position will be responsible for assisting the Deputy City Controller with Payroll, Accounts Payable, Accounts Receivable and a variety of assignments within the classification specifications. The PERS unfunded liability creates an urgent need to add this additional position to the 2018-19 City Budget.

FISCAL IMPACT

The Personnel Summary Page of the City Controller's 2018-2019 Fiscal Year Budget shall be amended as follows:

Add:

Accountant I Range 138

Salary Savings from the vacant Financial Analyst position (Range 145) shall be utilized to cover the cost of the Accountant I (Range 138) position.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**RAFAELA KING
CITY CONTROLLER**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE OFFICE OF THE CITY
CONTROLLER 2018-2019 FISCAL YEAR BUDGET**

WHEREAS, pursuant to Resolution No. 24,804, the City Council of the City of Compton adopted the Fiscal Year 2018-2019 budget on June 26, 2018; and

WHEREAS, it is necessary to amend the Office of the City Controller 2018-2019 Fiscal Year Budget; and

WHEREAS, the Office of the Controller is responsible for General Ledger, Accounts Payables, Payroll, Purchasing, and the Business License Division; and

WHEREAS, the current authorized staffing requires modification to best meet the demands to perform assigned responsibilities efficiently and effectively; and

WHEREAS, it is necessary to add an Accountant I position to the City Controller's 2018-2019 Fiscal Year Budget; and

WHEREAS, it is necessary to add amend the Office of the City Controller 2018-2019 Personnel Summary Page.

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

SECTION 1. That the City Manager is hereby authorized to amend the Personnel Summary Page of the City Controller's Office 2018-2019 Fiscal Year Budget as follows:

Add:

Account I

RANGE

138

SECTION 2. That the Salary Savings from the first six months of the vacancy in the Financial Analyst position (Range 145) shall be utilized to fund the Accountant I position (Range 133) for the remaining five and one-half months of the 2018-19 Fiscal Year.

SECTION 3. That a certified copy of this resolution shall be filed in the Offices of the City Clerk, City Manager, Human Resources and City Controller.

SECTION 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this ____ day of _____ 2019.

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE TWO

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 Board, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2019.

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

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

CITY CLERK OF THE CITY OF COMPTON

February 5, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM: RICHARD A. ROJAS, JR., AICP
DIRECTOR OF COMMUNITY DEVELOPMENT DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF COMPTON TO MODIFYING THE CONDITIONS OF
APPROVAL FOR TENTATIVE PARCEL MAP NO. 75002
FOR A RESTAURANT AND RETAIL COMMERCIAL
DEVELOPMENT AT 2200 WEST ARTESIA BOULEVARD**

SUMMARY

Consideration of a modification to the conditions of approval for Tentative Parcel Map No. 75002 for a restaurant and retail commercial center development at 2200 W. Artesia Blvd.

BACKGROUND

On March 6, 2018, the City Council approved Tentative Parcel Map No. 75002 to subdivide a 2.5 acre site into three separate parcels for a commercial center development. Conditions of approval number 1, 2, and 7 require separate utility service lines and drainage. Since approval of the project, the applicant decided they need shared utility service lines and drainage. Per the Compton Municipal Code, this request requires approval by the City Council.

PROJECT DESCRIPTION

The proposed modifications to the approved conditions of approval 1, 2, and 7 allowing common utility lines and cross lot drainage are shown below underlined:

Conditions of Approval	Existing	Requested Modification
Condition No. 1	That a plan for providing water service to the subdivision, including water meter location, shall be submitted to and be approved by the Public Works Department and the Compton Municipal Water Department prior to approval to approval of the Final Map by the City Engineer; that water lines shall be built to City standards and that each lot shall have separate water service.	That a plan for providing water service to the subdivision, including water meter location, shall be submitted to and be approved by the Public Works Department and the Compton Municipal Water Department prior to approval to approval of the Final Map by the City Engineer; that water lines shall be built to City standards and <u>permitted to have shared water lines to traverse between the parcels</u>

Conditions of Approval	Existing	Requested Modification
Condition No. 2	That a plan for providing sewer service to the subdivision shall be submitted to and approved by the Public Works Department prior to approval of the Final Map by the City Engineer; that sewer lines shall be built to City standards and that each lot shall have separate sewer service.	That a plan for providing sewer service to the subdivision shall be submitted to and approved by the Public Works Department prior to approval of the Final Map by the City Engineer; that sewer lines shall be built to City standards and <u>have separate sewer service to permit shared sewer lines across the three parcels</u>
Condition No. 7	That the applicant shall submit a drainage plan and demonstrate to the satisfaction of the City Engineer that there will be no cross drainage between lot lines within Tentative Parcel Map No. 75002. That work necessary to meet this condition shall be the responsibility of the applicant and shall, if required, be performed prior to approval of the Final Map by the City Engineer.	That the applicant shall submit a drainage plan and demonstrate to the satisfaction of the City Engineer <u>to permit cross drainage between lot lines within Tentative Parcel Map No. 75002.</u> That work necessary to meet this condition shall be the responsibility of the applicant and shall, if required, be performed prior to approval of the Final Map by the City Engineer.

Shared utility lines and drainage are a common feature of multi-tenant commercial developments. Staff has no issue with this request and supports this request to accommodate the applicant and future tenants.

FINANCIAL IMPACT

Modifying the conditions of approval for Tentative Parcel Map No. 75002 will have no negative impact to the general fund. Development of the site because of this modification will result in an increase in property and sales tax revenues to the City.

RECOMMENDATION

Staff recommends to the City Council adoption of a Resolution modifying the conditions of approval for Tentative Parcel Map No. 75002 subject to the findings contained herein.

RICHARD A. ROJAS, JR., AICP
DIRECTOR OF COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED FOR FORWARDING:

CECIL RHAMBO JR.
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF COMPTON MODIFYING THE CONDITIONS OF
APPROVAL FOR TENTATIVE PARCEL MAP NO. 75002
FOR A RESTAURANT AND RETAIL COMMERCIAL
DEVELOPMENT AT 2200 W. ARTESIA BLVD**

WHEREAS, Red Mountain Retail Group, has made a request to subdivide parcel 7319-003-102 into three separate parcels for future development as a retail commercial center in accordance of the Compton Municipal Code Chapter 28 and Subdivision Map Act; and

WHEREAS, on March 6, 2018, the City Council adopted Resolution 24,746, which approved Tentative Parcel Map No. 75002; and

WHEREAS, the conditions of approval numbers 1, 2, and 7 for Tentative Parcel Map No. 75002 require the developer to provide separate utility and drainage for the project; and

WHEREAS, the developer now requests a modification to conditions of approval numbers 1, 2 and 7 to utilize shared utility and drainage for the project. Pursuant to Section 28-3.12 of the Compton Municipal Code, the Council may grant modifications the provisions of this subsection, so long as provisions are consistent with the Compton Municipal Code and the Subdivision Map Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVES:

Section 1. That the City Council of the City of Compton finds that no further environmental review is required under the California Environmental Quality Act for the proposed changes to the conditions of approval pursuant to State CEQA Guidelines Section 15315, based upon the following findings:

California Environmental Quality Act (CEQA)

Findings: No further environmental review is required under the California Environmental Quality Act pursuant to State CEQA Guidelines Section 15315, Minor Land Divisions. The land division consists of four or fewer parcels, conforms to the General Plan and zoning, does not require a variance or exceptions, includes services and access to the proposed parcels to local standards, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent.

Section 2. That the City Council of the City of Compton hereby approves the proposed modification to the Conditions of Approval number 1, 2 and 7, as referenced in Exhibit A, based upon the following findings:

Tentative Parcel Map

Findings: None of the findings (a) through (g) below in Section 66474 of the California Government Code that require a City to deny approval of a tentative map apply to this project.

- a. That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451. The proposed map is consistent with the General Plan and the Zoning Code. The changes are limited to implementing provisions related to utilities and drainage.
- b. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans. The design or improvement of the proposed subdivision is consistent with the General Plan as it complies with all applicable lot area and dimension standards. Access to the subject lots is

provided from existing streets at logical locations consistent with the General Plan and City Improvement Standards.

- c. That the site is not physically suitable for the type of development. The site is physically suited to the proposed development as it is relatively flat and surrounded by existing public roads and utilities.
- d. That the site is not physically suitable for the proposed density of development. The site is physically suited to the proposed density development as it is surrounded by existing public roads and utilities that are sized appropriately.
- e. That the design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
- f. That the design of the subdivision or type of improvements is likely to cause serious public health problems. The design of the subdivision will not cause serious public health problems.
- g. That the design of the subdivision or type of improvements will conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision. The design of the subdivision will not conflict with any easements.

Section 3. That a copy of this Resolution shall be mailed to the Applicant and filed with the offices of the City Clerk, City Manager, City Attorney, Community Development Department, and the Building and Safety Department.

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

ADOPTED this _____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

**STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON**

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing 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 _____, 2019.

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

Exhibit A
Tentative Parcel Map No. 75002
Modified Conditions of Approval

Conditions of approval numbers 1, 2 and 7 are modified as follows (shown with additions in underline)

Conditions of Approval	Existing	Modification
Condition No. 1	That a plan for providing water service to the subdivision, including water meter location, shall be submitted to and be approved by the Public Works Department and the Compton Municipal Water Department prior to approval to approval of the Final Map by the City Engineer; that water lines shall be built to City standards and that each lot shall have separate water service.	That a plan for providing water service to the subdivision, including water meter location, shall be submitted to and be approved by the Public Works Department and the Compton Municipal Water Department prior to approval to approval of the Final Map by the City Engineer; that water lines shall be built to City standards <u>and permitted to have shared water lines to traverse between the parcels</u>
Condition No. 2	That a plan for providing sewer service to the subdivision shall be submitted to and approved by the Public Works Department prior to approval of the Final Map by the City Engineer; that sewer lines shall be built to City standards and that each lot shall have separate sewer service.	That a plan for providing sewer service to the subdivision shall be submitted to and approved by the Public Works Department prior to approval of the Final Map by the City Engineer; that sewer lines shall be built to City standards <u>and have separate sewer service to permit shared sewer lines across the three parcels.</u>
Condition No. 7	That the applicant shall submit a drainage plan and demonstrate to the satisfaction of the City Engineer that there will be no cross drainage between lot lines within Tentative Parcel Map No. 75002. That work necessary to meet this condition shall be the responsibility of the applicant and shall, if required, be performed prior to approval of the Final Map by the City Engineer.	That the applicant shall submit a drainage plan and demonstrate to the satisfaction of the City Engineer <u>to permit cross drainage between lot lines within Tentative Parcel Map No. 75002.</u> That work necessary to meet this condition shall be the responsibility of the applicant and shall, if required, be performed prior to approval of the Final Map by the City Engineer.

February 5, 2019

TO: MAYOR AND CITY COUNCIL

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2018-2019 FISCAL YEAR BUDGET TRANSFERRING FUNDS BETWEEN ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE YEAR SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NATIONAL PLANT SERVICES, INC. TO PROVIDE SEWER SYSTEM CLEANING, VIDEO INSPECTION SERVICES AND ON-CALL SERVICES CITY-WIDE ON AN “AS NEEDED” BASIS (\$1,200,000)

SUMMARY

Adoption of this resolution will amend the Public Works 2018-2019 Fiscal Year budget in order to transfer Thirty Three Thousands (\$33,000.00) between accounts and authorize the City Manager to enter into a 3-year service agreement, with authorization to enter into two (2) one-year options to renew/extend the agreement, with National Plant Services, Inc. to provide sewer system cleaning, video inspection services and “on-call” services City-wide on an “as needed” basis and establish a purchase order in an amount not to exceed \$400,000 per contract year.

BACKGROUND

The City of Compton sewer collection and delivery system is comprised of approximately 147 miles of piping, ranging in size from 4 to 24 inches. The piping is connected via 2,899 4-ft diameter manholes. Compton’s sewer flows all by gravity.

The City has an ongoing contract with the Los Angeles County Sanitation District (“LACSD”) for the collection and treatment of its sewer system. There are 101 connections to the LACSD. Most of the existing system had been constructed in the 1940’s and 1950’s. The sewer system provides services to the City residents plus commercial customers.

As part of the City’s Sewer System Management Plan, the Public Works Department (“Department”) has developed an ongoing condition assessment program as well as routine preventive operation and maintenance activities for scheduling regular maintenance and cleaning of the sanitary sewer system.

In an effort to reduce sanitary sewer overflows and to improve the wastewater collection system, the Department requested condition assessment and inspection services of the City’s sewer system.

In order to determine the type of improvements to make in each segment of the City's sewer system, the sewer lines need to be inspected using Closed Circuit Television ("CCTV"). The process of conducting a CCTV inspection of the sewer lines begins with hydro-jetting, which is a pressure cleaning process that facilitates the ability to conduct the CCTV inspection. This effort also has the added benefit of serving as an additional layer of maintenance activities. Once the sewer line has been cleaned with the hydro-jetting process, the contractor then utilizes a truck with CCTV equipment to run the camera down the sewer line to create video inspection of the sewer system. Once the video is collected, that data is then run through a software program that analyzes and rates the condition of each sewer pipe segment. That analysis is compiled into a report that our engineering staff will then use to determine the necessary maintenance treatment or replacement efforts for each sewer line segment as part of our overall sewer system construction and maintenance efforts.

On May 24, 2018, the Department solicited a Request for Proposal from qualified firms to provide City-wide sewer system cleaning, video inspection services and "on-call" services for a three (3) year period.

On June 25, 2018, the Department received four (4) proposals from the following contractors:

<u>Contractor</u>	<u>Location</u>	<u>Cost</u>
Hoffman Southwest Corp	Mission Viejo, CA	\$775,982.45
Innerline Engineering	Loma Linda, CA	\$847,729.30
National Plant Services, Inc.	Long Beach, CA	\$645,842.30
Tunnelworks Services	Whittier, CA	\$983,900.30

Work will be awarded to the contractor who provides the greatest value from the standpoint of cost, qualifications, quality, performance and availability, or for any other reason deemed to be in the best interest of the City. After review of the proposals submitted, the proposal submitted by National Plant Services, Inc. was the lowest responsive bidder.

National Plant Services, Inc. operates as a full-service sewer and storm drain cleaning, inspection, rehabilitation and maintenance contractor. National Plant Services, Inc. has been providing these services since 1981. Local clients include the City of Los Angeles, City of Maywood, City of Monrovia, City of Lynwood, Los Angeles County Public Works, Los Angeles County Flood Control, and the City of Burbank. National Plant Services, Inc. operates 24 hours per day, 7 days per week, providing emergency vacuum, jetting and other cleaning and inspection services.

On November 1, 2018, management met/conferred with members of SEIU Local 721 on the proposed contract. Management indicated that the work being provided by the contractor would not negatively affect the work that is being performed by the City's

Classified Service employees. This contract will assist our current staff in effectively meeting the demands of the maintenance activities required by our sewer crew.

Furthermore, the department does not have the capacity, equipment, and trained personnel to provide the level of service necessary for the City to be in compliance with its sewer maintenance obligations.

STATEMENT OF THE ISSUE

The Department will administer a 3-year contract that will cover four fiscal years. The Department will allocate \$200,000 in Fiscal Year 2018-2019, \$400,000 in Fiscal Year 2019-2020, \$400,000 in Fiscal Year 2020-2021, and \$200,000 in Fiscal Year 2021-2022. If the two (2) one-year options to renew are exercised, funding would be available in future years budgets (i.e. 2021-2022-\$200,000, 2022-2023-\$400,000, and 2023-2024 - \$200,000) of subsequent fiscal years in order for the City to come into compliance of its obligation to conduct a video analysis to complete any routine maintenance of its sanitary sewer system as well as the cost to include any emergencies or sanitary sewer overflows.

Initially, the City will inspect locations in its sanitary sewer system known to the City to require more frequent attention due to historic performance issues ("hot spots") every 90 days and complete all required routine maintenance within 15 days of determining that any routine maintenance is necessary.

Thus, the cost to clean the entire system once was determined by National Plant Services, Inc. (the lowest bidder) to be \$645,842.30. Therefore, in order to authorize the City Manager to enter into a 3-year service agreement with two one-year options to renew with National Plant Services, Inc. to provide sewer system cleaning, video inspection services and "on-call" services City-wide on an "as needed" basis and establish a purchase order in an amount not to exceed \$400,000 per contract year, City Council's authorization is necessary. The actual cost to address overflows and emergency call-outs cannot be pre-determined, thus the "not to exceed" amount is being requested.

FISCAL IMPACT

The Department's 2018-2019 Fiscal Year budget will need to be amended transferring funds in the Sewer Fund between accounts as follows:

From:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
5116-720-000-4232	Maint/Repair Materials	\$ 15,000
5116-720-000-4236	Maintenance & Repair	\$ 15,000
5116-720-000-4270	Conventions and Meetings	\$ 3,000
		\$ 33,000

To:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
5116-720-000-4266	Contract Services	\$ 33,000

Funds in the amount of \$200,000 will be available in the Public Works Sewer Fund 2018-2019 Fiscal Year budget in Account Nos. 5116-720-000-4266 (\$125,494) and 5117-720-000-4266 (\$74,506).

Funding for the remaining terms of the contract will be paid out of future years budgets as follows: 2019-2020 (\$400,000), 2020-2021 (\$400,000) and 2021-2022 (\$200,000). If the two one year options to renew is exercised, funding would be available in future years budgets (i.e 2021-2022-\$200,000, 2022-2023-\$400,000, and 2023-2024-\$200,000)

ALTERNATIVE

Due to the City's desire to provide routine preventive operation and maintenance activities for scheduling regular maintenance and cleaning of the sanitary sewer system, no other alternatives are being proposed.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into a 3-year service agreement with two one-year options to renew with National Plant Services, Inc. to provide Sewer System Cleaning and Video Inspection Services and On-Call Services citywide on an "as needed" basis and establish a purchase order in an amount not to exceed \$400,000 per contract year.

**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 AMENDING THE PUBLIC WORKS 2018-2019 FISCAL YEAR BUDGET TRANSFERRING FUNDS BETWEEN ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE YEAR SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NATIONAL PLANT SERVICES, INC. TO PROVIDE SEWER SYSTEM CLEANING, VIDEO INSPECTION SERVICES AND ON-CALL SERVICES CITY-WIDE ON AN “AS NEEDED” BASIS (\$1,200,000)

WHEREAS, the City of Compton sewer collection and delivery system is comprised of approximately 147 miles of piping, ranging in size from 4 to 24 inches; and

WHEREAS the piping is connected via 2,899 4-ft diameter manholes and the sewer flows all by gravity; and

WHEREAS, the City has an ongoing contract with the Los Angeles County Sanitation District (LACSD) for the collection and treatment of its sewer system; and

WHEREAS, there are 101 connections to the LACSD and most of the existing system had been constructed in the 1940’s and 1950’s; and

WHEREAS, the sewer system provides services to the City residents plus commercial customers; and

WHEREAS, as part of the City’s Sewer System Management Plan, the Public Works Department (“Department”) has developed an ongoing condition assessment program as well as routine preventive operation and maintenance activities for scheduling regular maintenance and cleaning of the sanitary sewer system; and

WHEREAS, in an effort to reduce sanitary sewer overflows and to improve the wastewater collection system, the Department requested condition assessment and inspection services of the City’s sewer system; and

WHEREAS, in order to determine the type of improvements to make in each segment of the City’s sewer system, the sewer lines needs to be inspected using Closed Circuit Television (CCTV); and

WHEREAS, on May 24, 2018, the Department solicited a Request for Proposal from qualified firms to provide City-wide Sewer System Cleaning and Video Inspection Services and On-Call Services for a three (3) year period with two one-year options to renew; and

WHEREAS, on June 25, 2018, the department received four (4) proposals from the following contractors:

<u>Contractor</u>	<u>Location</u>	<u>Cost</u>
Hoffman Southwest Corp	Mission Viejo, CA	\$775,982.45
Innerline Engineering	Loma Linda, CA	\$847,729.30
National Plant Services, Inc.	Long Beach, CA	\$645,842.30
Tunnelworks Services	Whittier,CA	\$983,900.30; and

WHEREAS, after review of the proposals submitted, the proposal submitted by National Plant Services, Inc. was the lowest responsive bidder; and

WHEREAS, National Plant Services, Inc. operates as a full-service sewer and storm drain cleaning, inspection, rehabilitation and maintenance contractor and has been providing these services since 1981; and

WHEREAS, National Plant Services, Inc. operates 24 hours per day, 7 days per week, providing emergency vacuum, jetting and other cleaning and inspection services; and

WHEREAS, on November 1, 2018, management met/conferred with members of SEIU Local 721 on the proposed contract; and

WHEREAS, management indicated that the work being provided by the contractor would not negatively affect the work that is being requested by the City's Classified Service employees; and

WHEREAS, this contract will assist our current staff in effectively meeting the demands of the maintenance activities required by our sewer crew; and

WHEREAS, the department does not have the capacity, equipment, and trained personnel to provide the level of service necessary for the City to be in compliance with its sewer maintenance obligations; and

WHEREAS, the Department will allocate \$200,000 in Fiscal Year 2018-2019, \$400,000 in Fiscal Year 2019-2020, \$400,000 in Fiscal Year 2020-2021, and \$200,00 in Fiscal Year 2021-2022; and

WHEREAS, the cost to clean the entire system once was determined by National Plant Services, Inc. (the lowest bidder) to be \$645,842.30; and

WHEREAS, the Department's 2018-2019 Fiscal Year budget will need to be amended to transfer funds between accounts.

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 3-year service agreement, with authorization to enter into two (2) one-year options to renew/extend the agreement, with National Plant Services, Inc. to provide sewer system cleaning, video inspection services and "on-call services City-wide on an "as needed" basis at a cost of not to exceed \$400,000 per contract year.

SECTION 2. That the Public Works Department's 2018-2019 Fiscal Year budget shall be amended transferring funds between accounts as follows:

From:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
5116-720-000-4232	Maint/Repair Materials	\$ 15,000
5116-720-000-4236	Maintenance & Repair	\$ 15,000
5116-720-000-4270	Conventions and Meetings	\$ 3,000
		\$ 33,000

To:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
5116-720-000-4266	Contract Services	\$ 33,000

SECTION 3. That funds in the amount of \$200,000 will be available in the Public Works Department's 2018-2019 Fiscal Year budget in Account Nos. 5116-720-000-4266 (\$125,494.00) and 5117-720-000-4266 (\$74,506.00).

SECTION 4. That a purchase order in the amount of Two Hundred Thousand (\$200,000.00) is authorized to be established for National Plant Services, Inc. from funds available in Fiscal Year 2018-2019 Account Nos. 5116-720-000-4266 (\$125,494.00) and 5117-720-000-4266 (\$74,506.00).

SECTION 5. That funding for the remaining term of the contract (i.e. 2019-2020-\$400,000, 2020-2021-\$400,000 & 2021-2022-\$200,000) and for the two (2) one-year renewal options (i.e. 2021-2022-\$200,000, 2022-2023-\$400,000, and 2023-2024-\$200,000), if exercised, shall be appropriated in future City budgets.

SECTION 6. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works Department.

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

ADOPTED this _____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk, at a regular meeting thereof held on the _____ day of _____, 2019.

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

**SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
NATIONAL PLANT SERVICES, INC.**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220 and **NATIONAL PLANT SERVICES, INC.** (hereinafter referred to as "**CONTRACTOR**") located at 1461 Harbor Avenue, Long Beach, California 990813, (each a "Party" and collectively, the "Parties").

RECITALS:

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

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

C. City and Contractor enter into this Agreement for the purpose of retaining National Plant Services, Inc. (Contractor) to perform that work required pursuant to the Agreement herein.

D. Authorization to enter into this Agreement is pursuant to Resolution No. _____ adopted by the City Council on _____, 2019.

AGREEMENT:

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

1.0 GENERAL PROVISIONS

1.1 Definitions.

1.1.1 "**Work**" consists of all of the services to be performed, including but not limited to all of the labor, materials and equipment necessary to satisfactorily perform and complete the work in accordance with the Contract Documents.

1.1.2 "**Contract Documents**" consists of this Agreement (interchangeably "Contract"), (including all exhibits and schedules), any amendments and clarifications issued thereto, the "City's Request for Proposals," any "Instructions to Bidders," any "Supplementary Instructions to Bidders," and any addendum(s) and supplements thereto issued by the City, the "Proposal" and any "Bid/Unit Price Proposal" submitted by the Contractor, information required of bidder, all required bonds, insurance policies, endorsements, certificates, permits, notices and affidavits, notice to proceed, Standard Specifications of the State of California Department of Transportation (CalTrans), latest Edition (except as modified), Work Area Traffic Control Handbook (WATCH), latest Edition, Manual on Uniform Traffic Control Devices (MUTCD), latest

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

1.2 Trust and Confidence.

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

1.3 Standard of Care.

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

1.4 Compliance with Applicable Laws.

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

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

1.4.1 Prohibition Against Employment Discrimination. During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, gender, marital status, ethnicity, religion, age or medical condition as set forth in the California Labor Code Section 177.6, Government Code, Title

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

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

1.4.2 Employment Eligibility. Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to the Immigration Reform and Control Act of 1986, as may be amended from time to time. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of this Agreement. To the same extent and under the same conditions as to this Project provided herein. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in this Section 1.4.2. Should Contractor employ undocumented aliens for the performance of Work covered by this Agreement, and should any liability or sanctions be imposed against the City for such use of undocumented aliens, Contractor hereby agrees to and shall reimburse City for the cost of all liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

1.5 Key Personnel.

1.5.1 Contractor's Representative. Contractor hereby designates **Dennis Keene, President** of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

1.5.2 City's Representative. City hereby designates the **Director of Public Works Department** or his/her designee as City's Representative for this Contract work.

1.6 Independent Contractor.

Contractor shall be an independent contractor, and neither Contractor, its officers, principals, employees, agents, volunteers and subcontractors (collectively hereinafter the "Contractor"), shall be considered employees or agents of City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Agreement. Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under

this Agreement or is otherwise expressly conferred in writing by City. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

1.7 Permits.

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

2.0 SCOPE OF SERVICES

2.1 It is the mutual understanding of the Parties that all services to be performed hereunder shall be performed pursuant to the fee schedule, scope of work, the Director, and other requirements contained in the Contract Documents. Contractor agrees to provide and furnish all necessary professionals, managers, supervisors, staff, equipment, materials, supplies, manufactured articles, laborers, necessary tools, expendable equipment, all utility, transportation and services, including fuel, essential communications and other facilities required in connection with providing City-wide sewer system cleaning and video inspection services and “on-call” services on an “as-needed” basis; which shall include, but not limited to performing the following services at/on designated public property as requested by the City:

- Provide equipment to perform inspections of sewer mains located in streets, street rights of way and off road easements including but not limited to portable CCTV equipment, vehicles capable of transporting TV equipment and accessing remote easements, and adequate cleaning equipment.
- Software Requirements: Granite XP or compatible
- CCTV.Color Digital Camera: specifically designed and constructed for this application. Camera, Television Monitor, and other components capable of producing a minimum 700-line resolution color video picture.
- Pan and tilt type, capable of turning at right angles to pipe's axis over an entire vertical circle (minimum pan of 270 degrees and rotation of 360 degrees).
- Lighting: suitable to allow clear picture of entire inner pipe wall extending at least 10 feet in front, operative in 100 percent humidity conditions. Image: capable of self-righting itself. Include date view display feature capable of showing on screen the following information: street addresses, City and State, date and time, project name, contractor's name, inside pipe diameter and type, manhole identification (upstream manhole to downstream manhole), on-going footage counter accurate within 0.2 foot, recording of single section of sewer split onto multiple DVD/CD-Roms will not be acceptable, clearly label each DVD/CD-ROM as approved by Engineer
- Mounting: launched from within mainline sewer: mounted on tread tractor or skids that moves through sewers
- Attachment: push cable with a fiberglass rod core.
- Camera, Television Monitor, and other components; capable of producing a minimum 1080p video resolution color picture.
- Cleaning Equipment: equipment should be able to reach sewer mains that are off ROW and in rough terrain.

- Method of cleaning will be left to the contractor to determine the best method to clean the pipe to 95% of the original carrying capacity with no damage to the carrier pipe. The approval of the section as being satisfactorily cleaned will be determined by the City's representative.
- The scope of work consists of both routine and emergency services, as needed. Routine work may include: repair sewerlines, sewer stoppage/blockage, replace storm drain, installing new service laterals, installing new sewer lines, replace and install manholes, catch basins and other structures, additional work necessary for completion such as dewatering, bypass pumping and other associated work. restoring properties and landscaping damaged during the course of routine activities, typically asphalt or concrete repair.
- Routine activities occur during the City Business hours (7:00 am – 4:00 pm) Monday through Friday. Work shall commence after City staff approves the contractor's quote
- Repairing sewer or drainage line or services breaks.
- Emergency service can occur 24/7 including weekends and holidays.
- City staff will expect the contractor to appear on the project site within a two hour period of being notified and respond on a time and material basis without providing a prior written quote for the work.
- The contractor is expected to supply sufficient manpower and equipment to provide service in a timely and professional manner.
- Provide other services as requested and approved by the City.

Contractor shall not proceed with any work until the City has approved an itemized cost proposal presented to the City by the Contractor for the requested services.

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

Contractor agrees to perform all the said work and furnish all the said materials at its own cost and expense, as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the City.

4.0 CONTRACT TERM

The Contractor shall commence performance of the work on or about March 1, 2019, or as otherwise agreed in writing with the Director of Public Works or his/her designee. The term of this Agreement shall be for a period of three (3) years, March 1, 2019 – February 28, 2022, with an option to renew/extend the Agreement for an additional two (2) one year terms, if agreed to by the Parties, unless this Agreement is terminated as provided herein.

5.0 CONTRACT PRICE

5.1 Total Compensation.

The method of payment for the services rendered pursuant to this Agreement shall be based on a fee-for-services, per task basis, billable at the unit price rates specified within the **Contractor's Proposal**, which is incorporated herein. It is understood and agreed between the Parties that the maximum compensation payable for the services to be provided by the Contractor

during each contract year of this Agreement shall be limited to a not-to-exceed amount of **Four Hundred Thousand Dollars (\$400,000.00) per contract year.**

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

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

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized and detailed invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoices shall be delivered or mailed to the **Director of the Public Works Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

In the event of termination, the Contractor shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any non-cancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Contractor's delivery to the City of any and all City property, documents, reports, records and materials associated with the performance of this Agreement. If the Contract is terminated, in no event shall the amount(s) paid Contractor exceed the total agreed payable compensation for that contract year (i.e. \$400,000.00).

6.0 Safety and Supervision of Work:

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

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

.a Employees and all other persons at any of the work locations subject to this Agreement;

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

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

6.1.3 Contractor shall designate an individual at the locations in the employ of

Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents.

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

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

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

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

.b Subsurface or latent physical conditions at the locations differing from those indicated by information about the locations made available to Contractor prior to work assignment of the location.

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

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

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

7.0 Indemnity:

7.1 General Indemnity. To the fullest extent allowed by law, Contractor shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereafter the "City") against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall defend, indemnify and save the City from any and all liability or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including

Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Agreement, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

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

7.2 Survival. The provisions of Paragraph 7.0 shall survive complete performance or termination of this Agreement.

7.3 Severability. The invalidity of any portion of Paragraph 7.0 shall not affect or render unenforceable any other portions thereof.

8.0 Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.0 CERTIFICATIONS

9.1 Certification of Contractor. I, **Dennis Keene**, **HEREBY CERTIFY** that I am the **President**, and duly authorized representative of the Contractor firm of **National Plant Services, Inc.** and that, except as hereby expressly stated, neither I nor the above firm that I represent

have: (i) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor (ii) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor (iii) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this Agreement.

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

Dennis Keene, President

(Date)

10.0 DEFAULT AND TERMINATION

10.1 Default by Contractor.

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

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

10.2 City's Rights and Remedies Upon Default.

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

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

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

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

10.2.3 Contractor Obligations. Upon receipt of a notice of termination for default, Contractor shall, unless the notice states otherwise, perform each of the obligations set forth in Paragraph 10.4.1, below.

10.2.4 Damages to City.

.a Reservation of Remedies. City will be entitled to all damages

available under the law, and all rights in equity, in the event of Contractor's breach of this Agreement or the other Contract Documents.

.b No Release. If the City elects to terminate this Agreement for cause, all monies due Contractor or retained under the terms of the Contract Documents; exclusive of undisputed reasonable amounts due for work satisfactorily performed prior to the termination; shall be forfeited to City. Such forfeiture shall not release Contractor from liability for failure to fulfill this Agreement.

10.3 Termination Without Cause. City shall have the option, at its sole discretion and without cause, to terminate this Agreement in part or in whole by giving thirty (30) days' written notice to Contractor as provided herein. Contractor agrees to accept such sums as allowed under this Section 10.3 as its sole and exclusive compensation and waives any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect, incidental losses or damages, of any kind.

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

.a Immediately discontinue performance to the extent specified in the notice;

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

.c Thereafter continue only such performance as may be necessary to preserve and protect work already completed or in progress and to protect materials and equipment on the location(s) or in transit thereto.

10.3.2 Final Billing. Following termination without cause and within thirty (30) days after receipt of a complete and timely billing from Contractor seeking payment of sums authorized by this Paragraph 10.4.2, City shall pay to Contractor as its sole and exclusive compensation for performance under this Agreement the following:

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

10.4 Contractor's Rights and Remedies.

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

.a City fails to make payment of sums that are not in good faith disputed by City and fails to cure such default within (i) ninety (90) days after receipt of notice from Contractor notifying City of the default; and (ii) an additional thirty (30) days notice to City notifying it of its intention to terminate this Agreement.

11.0 MISCELLANEOUS PROVISIONS

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

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

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

11.4 Waiver of Jury Trial. Contractor voluntarily waives its right to a jury trial of any cause of action, claim, counter-claim or cross-complaint in any action, proceeding or hearing on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between City and Contractor, Contractor's performance of the Work, 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 pursuant to this Contract, 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.

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

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

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

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

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

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

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

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

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

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

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

11.18 Contractors' Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures and disbursements charged to the City for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

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

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

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

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

11.21 Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or

other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

12.0 NOTICES.

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

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

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

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

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

National Plant Services, Inc.
1461 Harbor Avenue
Long Beach, California 90813
Attn: Dennis Keene, President
(562) 436-7600 - Phone
(562) 495-1528 - Fax

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

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

NATIONAL PLANT SERVICES, INC./CONTRACTOR

Dated: _____

By _____
Dennis Keene, President

Services Agreement – National Plant Services, Inc.
Sewer System Cleaning and Video Inspection, On-Call Services (City-wide)
Public Works/Resolution No. _____

CITY OF COMPTON
Recommended for Approval by:

By _____
Wendell Johnson, P.E., Director
Public Works Department

Dated: _____

Approved by:

Dated: _____

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

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk



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Sewer System Cleaning and Video Inspection Services and On-Call Services

City of Compton, CA

June 25, 2018



Proposal Presented By:
National Plant Services, Inc.
1461 Harbor Avenue
Long Beach, CA 90813

Toll Free: 800-445-3614 Email: JeffG@NationalPlant.com
Contact: Jeff Garcia, General Manager
Cell: 310-505-2578



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June 25, 2018

City of Compton
Public Works Department
Mr. John Strickland Jr.
Project Manager
205 South Willowbrook Avenue
Compton, CA 90220

RE: RFP Sewer System Cleaning and Video Inspection Services
and On-Call Services

Dear Mr. Strickland;

National Plant Services is pleased to present this submittal in response to the City of Compton's Request for Proposal "*Sewer System Cleaning and Video Inspection Services and On-Call Services*." National Plant Services, a wholly owned subsidiary of Caryl Corporation, has been serving cities and municipalities throughout California since 1981. We would be honored to provide our sewer inspection services to the City of Compton.

National Plant Services currently employs 21 NASSCO PACP/MACP certified camera technicians, seventeen of whom have over three years of experience. We also maintain a seventeen-truck cleaning fleet with eighteen highly experienced cleaning operators. Our Quality Control/Project Manager, Rudy Rodriguez, has been with the company since 2002 and the President, Dennis Keene, has been with the Caryl Corporation since 1972. The vast amount of field, office, and technological experience that National Plant Services can provide the City is unmatched in the industry.

If the City has any questions during the review process, please contact Jeff Garcia at 310-505-2578 or at JeffG@nationalplant.com. We would welcome an interview to further demonstrate our how we can assist the City in meeting and exceeding its sewer-related goals. National Plant Services, Inc is willing to enter into an agreement with the City under the terms and conditions described in the Sample Agreement. We appreciate the opportunity to present our services to you.

Sincerely,

Dennis Keene
President



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Company Information

National Plant Services, Inc. operates as a full-service sewer and storm drain cleaning, inspection, rehabilitation and maintenance contractor. National Plant Services, Inc. has been providing these services to cities, counties, sanitation districts, and contractors in 11 Western States since 1981. Local clients include the City of Los Angeles, City of Maywood, City of Monrovia, City of Lynwood, Los Angeles County Public Work, Los Angeles County Flood Control, and City of Burbank. National Plant Services, Inc. operates 24 hours per day, 7 days per week, providing emergency vacuum, jetting and other cleaning and inspection services. National Plant Services owns all the equipment and employs all the personnel to perform the work necessary to meet the specifications and requirements for the City.

California Contractor's License No. 351503, A and C42 Classifications. National Plant Services' DIR # is 1000002703. National Plant Services' EIN is 36-2819728.

In addition to cleaning and inspection, National Plant Services provides laser inspection, sonar inspection, LiDAR inspection, industrial plant cleaning, specialty cleaning/mechanical cleaning, smoke testing, flow monitoring, line grouting, spot repairs, lateral lining from the mainline, and top hats (lateral seals).

Statement of Understanding and Approach

National Plant Services will perform this work with trained, competent, professional CCTV Inspection Technicians. On long term projects, we make every effort to keep the same CCTV technician on the project for the duration of the project. The lead technician chosen to work on this project will have a minimum of 5 years of NASSCO PACP experience. All of our technicians have been trained in Confined Space Entry. All have received basic traffic control training. Most of our CCTV Inspection Technicians also have OSHA 10 Hour training. National Plant Services has developed and implemented a specific Job Safety Analysis (JSA) and a Safety Procedure for performing closed circuit television inspections and will institute that plan (with necessary additions) to this project.

All of National Plant Services' trucks and equipment carry our name and logo. Our employees wear uniforms with their name and the company name. We work in the public sector every day and take a great deal of pride in our work. Public safety is of paramount importance. Our crews are trained to recognize situations



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which might be a hazard to the public and to eliminate or mitigate the hazard immediately. All of our technicians have received Basic First Aid and CPR training.

National Plant Services considers Traffic Safety a primary element in the performance of cleaning and inspecting sewers. National Plant Services sets up all traffic control measures in strict accordance with the WATCH Book. All field equipment has its own truck-mounted arrow board. Additionally, crews utilize cones and signs in accordance with proper traffic control procedures.

Inspection

The intent is to inspect the pipe using closed circuit television equipment to inspect and record the internal condition of the pipe. A camera will be driven or pulled through each section of pipe. The operator will stop the movement of the camera to look at any abnormality or defect spotted as well as note laterals and waterline marks. Each lateral, defect, or other abnormality will be classified and documented per NASSCO PACP standards.

NPS owns and operates fifteen (15) CCTV Inspection vehicles. Each truck is equipped with two (2) cameras and repair parts. Our technicians are trained to diagnose problems in the field and are capable of making minor repairs in the field. We also maintain a fleet repair staff of five employees who are trained to make field repairs or can bring a new truck to use while the other one is being repaired.

National Plant Services will use GraniteXP data capture software and use NASSCO PACP coding when performing inspections. All cameras used will be able to pan 360 degrees of the pipe and have a minimum resolution of 720 x 480. Cameras will have auto focus and zoom as well as sufficient lighting. National Plant Services will notify the City's Project Manager whenever the camera will not pass or finds an imminent pipe failure.

Our Quality Control team will take the maps provided the by the City and develop an inspection schedule with milestones that ensure the City's timeline is met. Data will be compiled and reviewed by our QA/QC team in the office on a weekly basis. They will ensure that the video is captured in the correct format, that all of the defects are properly noted per NASSCO PACP standards, that the overlays display the correct information, and that we are providing a quality product. Any inspections that do not pass our Quality Control standards will be



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re-inspected at our cost. The data will be transferred to the appropriate media and presented monthly in accordance with the specifications in the RFP.

After setting up traffic control, the area around the manhole will be checked with a gas monitor to assure there are not toxic fumes present. If the manhole was sealed prior to opening, it will be resealed when it is closed. The inspection will begin at the uppermost manhole of the segment to be recorded. The camera will be inserted into the line and the required information will be input into the software with the appropriate overlay. The camera will travel down the line at a rate no greater than 30 feet per minute. Defects, laterals, etc. will be noted per PACP guidelines. The daily footage and locations can be relayed to the City's field manager on a daily basis or as frequently as desired.

The Quality Control Department will then gather all of the data and merge into one database. This database along with corresponding videos, pictures, and log sheets will be submitted on a hard drive per the City's specifications. Along with the data, an executive summary will be provided using log sheets detailing the inspection. Each line segment will be represented along with the footages of defects, laterals, etc. An Excel sheet will be provided that has the line segments with their 'Quickscore' rating and can be sorted to show all of the '5's, '4's, etc. This will assist the City with laying out future CIP projects and determining immediate needs.

Cleaning of Sewer Lines

National Plant Services, Inc (NPS) will use a combination jet/vacuum machine capable of generating nozzle pressure at a minimum of 1,200 pounds per square inch to clean the sewer lines. NPS will determine the correct pressure to be used for cleaning in each specific situation, such that all debris is removed, however, avoiding back pressure that will cause water to travel up any residential or business laterals along the sewer line that is being cleaned.

NPS will remove debris generated and found by the cleaning of all sewer lines at the first downstream manhole. Debris will not be moved through multiple lines prior to being collected. NPS will properly dispose of all debris removed from the sewer line at the City designated off-site location.

NPS will begin jetting at the downstream end of the section of the line and proceed upstream. NPS will then pull the jetting nozzles back downstream,



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pulling the debris downstream to the manhole where the debris shall be removed. If all debris is not removed from the line on the first pass, NPS will repeat the process until the line is clean. NPS will install debris traps in downstream maintenance holes when cleaning pipe sizes ranging from 15" to 24" in diameter.

NPS will rinse all maintenance hole frame and covers after opening to ensure that no debris will cause rattling after closure. NPS will also ensure that all covers close properly. The debris generated from washing the interior of all maintenance hole structures, including the shelves, throughout the project shall be removed as it accumulates.

All jetting operations shall be performed with nozzles and skids appropriate for the size of the pipe to be cleaned. Nozzles includes spinners, Warthogs, Dolphin, sand nozzle, and bottom sweepers as manufactured by NozzTeq, StoneAge, and KEG. All lines will be cleaned to 95% clean, with the exception of broken pipes.

Company Personnel – Project Roles

Dennis Keene – President – Oversees entire project including technicians, equipment, schedule, QA/QC, data submittal, and achieving agreed upon milestones

Rudy Rodriguez – Operations/QC Manager – Rudy will gather the data from the crews, perform a quality review, and merge all of the data for City submittals. He will act as a liaison between the field crew, the field supervisor and project manager.

Jeff Garcia – Sales/Project Manager – Acts as liaison between City and National Plant Services. Coordinates pre-construction meeting, document fulfillment (insurance, permits, etc.), schedule, data submittal, and other peripheral work necessary for a successful project

Daniel Solano – Southern California Superintendent – Responsible for the day-to-day field operations. Will have daily contact with the crews and the City. Will inform City of progress, address any issues that may arise, and ensure that weekly and monthly inspection goals are met



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Technicians – National Plant Services has approximately 40 technicians. Seventeen of them have at least three years of NASSCO/PACP experience. From this pool, we will provide the City with the most experienced inspection crew.

Resumes

Dennis R. Keene – President

National Plant Services, Inc., Long Beach, CA

Mr. Keene has been employed by the Caryl Corporation since 1972. He has been General Manager of National Plant Services since 1981 and has been President since 1987. Mr. Keene is responsible for coordinating Caryl Corporation efforts in the 11 Western States.

Mr. Keene has performed and has been involved with all aspects of the business. He started as a Laborer and has been, at varying times, Laborer, Technician, Operator/Foreman, Superintendent, Operations Manager and General Manager. Mr. Keene has hands-on experience with every piece of equipment operated by National Plant Services, Inc. and is NASSCO-certified.

Mr. Keene has surveyed, bid and managed sewer cleaning and inspections projects for over 31 years in several Western States. He has worked closely with cities and water and sanitary districts throughout California, New Mexico, Utah and Arizona in planning and performing sewer cleaning, closed circuit television inspection and pipe rehabilitation projects. He has a firm understanding of what cities and engineering firms expect from a specialty contractor and has the experience. Mr. Keene has been responsible for bidding and managing all work that National Plant Services has performed for the past 31 years.

Rudy Rodriguez – Operations Manager

National Plant Services, Inc., Long Beach, CA

Mr. Rodriguez has worked for National Plant Services since 2003. He has functioned in the role of Project Manager, Project Superintendent and QA/QC Manager. He has a full and clear understanding of what cities and sanitary districts expect from their contractors.

Mr. Rodriguez has been the Primary Point of Contact and Project Manager for all of the significant, large-scale CCTV Inspection work that National Plant Services performed in the past 10 years. He has been responsible for every phase and aspect of projects that



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total over 5 million feet in the past five years. He has had his NASSCO PACP certification since 2006.

Mr. Rodriguez has received professional training in Confined Space Entry, C.P.R. and First Aid and is NASSCO-certified.

Daniel Solano – Field Superintendent – Project Superintendent National Plant Services, Inc., Long Beach, CA

Mr. Solano has worked for National Plant Services since 2004. He has functioned in the role of Foreman, Superintendent, Assistant Project Manager and Project Superintendent. He has a full and clear understanding of what cities and sanitary districts expect from their contractors.

In addition to his work with National Plant Services, Mr. Solano comes with an extensive work experience in municipal and industrial cleaning. Mr. Solano is 40 Hour Hazwoper trained and has received professional training in, Confined Space Entry, C.P.R. and First Aid.

Mr. Solano is NASSCO-certified and is an expert with WinCan software.

If awarded this project to National Plant Services, Mr. Solano will be the Project Superintendent.

Jeff Garcia – General Manager National Plant Services, Inc., Long Beach, CA

Mr. Garcia has worked in the underground service industry since 2002. He has functioned in the role of Superintendent, Operations Manager, and Project Manager. He has experience executing projects in excess of \$15,000,000 and has a firm understanding of the various software and hardware technologies available in the industry.

In addition to his work with National Plant Services, Mr. Garcia is 40 Hour Hazwoper trained, OSHA 30 trained, NASSCO/PACP/MACP trained and has received professional training in Confined Space Entry, C.P.R. and First Aid.



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References

1. Angeles Contracting – Contracted by County of Los Angeles
Department of Public Works
Hermi Supan (714) 443-3655; hermi@angelescontracotor.com
Fernando Villaluna (LACDPW) (626) 300-3380 fvillaluna@dpw.lacounty.gov
Project: LAC JOC Contract Y0TV1415BA –
Cleaned and Inspected (Condition Assessment)
1,222,649 LF of 8" – 27" Sanitary Sewer
Contract \$1,128,573 Completed: 2015
2. City of Monrovia
Sean Sullivan, 626-923-5575 ssullivan@ci.monrovia.ca.us
Clean and CCTV inspection of 150,000 lf of sewer lines ranging from 6" –
18" throughout the district. The job also included heavy traffic control,
debris disposal, confined space work and NASSCO/PACP reporting.
Contract: \$116,000 Completed: 2017
3. City of San Jose
Titus Raceles, 408-535-3555 titus.raceles@sanjoseca.gov
Clean and CCTV of various diameter sewer lines, including traffic control,
debris disposal, and CCTV submittal used for immediate sewer
rehabilitation
Contract: \$949,000 Completed: 2017
4. City of Maywood
Dan Garcia, 310-968-7263 dgarcia@interwestgrp.com
Clean and CCTV inspection of 160,000 lf of sewer lines in Maywood,
including traffic control, debris disposal, and submittals.
Contract: \$181,000 Completed: 2018
5. City of Bell
Dahi Kim, 323-588-6211 dkim@cityofbell.org
Clean and CCTV inspection of City sewers 2012 Cleaning Program
Cleaned 638,000 LF Sewers
Contract: \$175,467.00 Completed: 2016

Rates reflect Prevailing Wage Rates

PRICE SHEET Closed Circuit Television Inspection and Cleaning of Sanitary Sewers

Item No.	Description	Unit	Est. Qty.	Unit Price	Total Price
1	CCTV 4"		780	\$1.20	\$936.00
2	CCTV 6"		8,545	\$0.59	\$5,041.55
3	CCTV 8"		688,145	\$0.43	\$295,902.35
4	CCTV 10"		26,340	\$0.43	\$11,326.20
5	CCTV 12"		25,500	\$0.46	\$11,730.00
6	CCTV 15"		19,420	\$0.48	\$9,321.60
7	CCTV 18"		5,460	\$0.51	\$2,784.60
8	CCTV 21"		1,555	\$0.75	\$1,166.25
9	CCTV 24"		1,555	\$0.75	\$1,166.25
10	Clean 4"		780	\$1.20	\$936.00
11	Clean 6"		8,545	\$0.69	\$5,896.05
12	Clean 8"		688,145	\$0.37	\$254,613.65
13	Clean 10"		26,340	\$0.42	\$11,062.80
14	Clean 12"		25,500	\$0.42	\$10,710.00
15	Clean 15"		19,420	\$0.75	\$14,565.00
16	Clean 18"		5,460	\$0.85	\$4,641.00
17	Clean 21"		1,555	\$1.30	\$2,021.50
18	Clean 24'		1,555	\$1.30	\$2,021.50
				Total	\$645,842.30

Fee Proposal Sheet

Sewer/Storm Drain Emergency and Repair Services

The proposing party hereby offers to provide the City of Compton's Public Works Department with emergency and repair services, on an on-call basis, as detailed in this PFP for the following prices:

Rates reflect Prevailing Wage Rates

ITEM	Units	Rate/Cost
Base Crew – normal working hours *	Per Hour	\$1,035.00/hr
Base Crew – outside of normal working hours *	Per Hour	\$1,345.50/hr
Sewer Crew for Stoppage/Blockage - normal working hours**	Per Hour	\$325/hr, 4 hr minimum
Sewer Crew for Stoppage/Blockage – outside of normal working hours**	Per Hour	\$475/hr, 4 hr minimum
Additional Laborer	Per Hour	\$110/hr
Additional Laborer - Overtime	Per Hour	\$145/hr
Base Crew – Hand Paving ***	Per Hour	\$1,035.00/hr
Base Crew – Restoration ***	Per Hour	\$920.00
Traffic Control	Per Hour	\$295/hr (includes arrow board and two flagmen, signs)
Gravel, stone, loam, sand, pavement and concrete		To be picked up by Contracted vendor and billed to City

Base Crew = 1 Foreman, 1 Truck Driver, 1 Operator, 2 Laborers, Vehicles and Equipment

Sewer Crew = Vacuum Truck Driver/Operator, 1 Laborer

Paving and Restoration Crew = 1 Forman, 1 Truck Driver, 2 Laborers, Vehicles and Equipment

Labor Rates (Monday – Friday , 7:00 am- 4:00 Pm):

February 5, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM: DR. AUBREY RELF, (INTERIM) GRANTS COMPLIANCE MANAGER
CITY MANAGER'S OFFICE**

**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 ESTABLISH A
PURCHASE ORDER FOR B-ADAIR CONSULTING AND
ADMINISTRATIVE SERVICES TO PROVIDE REPORTING AND
ADMINISTRATIVE SUPPORT FOR COMPTON'S HOUSING AND
URBAN DEVELOPMENT GRANT PROGRAMS (\$73,185)**

SUMMARY

This resolution authorizes the City Manager to enter into an approximate sixteen (16) month (i.e. February 2019 through June 30, 2020) professional services agreement with B-Adair Consulting and Administrative Services ("B-Adair Consulting") to provide consultant services regarding expert advice and assistance with program implementation services to ensure compliance with federal, state and local regulations. The consultant will render such professional services subject to the terms and conditions outlined in the Agreement.

BACKGROUND

The Grants Division ("Division") of the City Manager's Office receives funding from Federal, State, and private resources to implement programs and projects that enhance the quality of life of residents living within the City of Compton. These funds promote comprehensive approaches to enhance economic upward mobility, improve environmental sustainability, and promote safer streets within the City of Compton.

The Division administers several grants from the US Department of Housing and Urban Development ("HUD"), including the Community Development Block Grant ("CDBG"), Home Investment Partnership Grant ("HOME"), and Neighborhood Stabilization Program ("NSP") Grant Programs.

STATEMENT OF ISSUE

The Division released a Request for Proposals (“RFP”) on November 28, 2018, soliciting qualified consultants to provide reporting and administrative support for HUD Grant Programs. B-Adair Consulting was the only proposal received on December 31, 2018.

The Division wishes to enter into an agreement with B-Adair Consulting to assist staff with monitoring and reporting grant efforts to ensure compliance with highly technical regulations. B-Adair Consulting will be responsible for providing Administrative Consulting Services for HUD’s Community Planning and Development (“CPD”) Programs, including the CDBG, HOME and NSP Grant Programs. More specifically, provide and perform the following services:

- Preparation of the HUD required Consolidated Annual Action Plan
- Preparation of the HUD required Consolidated Annual Performance & Evaluation Report (CAPER)
- Oversight of HUD’s Integral Disbursement Information System (IDIS)
- Completion of HUD quarterly and monthly reports
- Review and/or update of program files to make audit ready
- Provide other grant administrative assistance as needed

B-Adair Consulting shall utilize special skills and experience to perform services in accordance with best standards of professional practice at an hourly rate of \$85.00 per hour. The work will include 250 hours of technical assistance, 80 hours writing the Consolidated Annual Performance Report (CAPER), and 70 hours writing the Annual Action Plan. The total cost will not exceed an amount of \$34,000 for services performed in Fiscal Year 2018-2019.

Furthermore, B-Adair Consulting will prepare two (2) other five-year documents at a one-time fee of \$19,125.00 for the Five-Year Consolidated Plan and \$20,060.00 for the Analysis of Impediments to Fair Housing Choice (AI), which will be due to HUD next fiscal year in May 2020. Thus, the total cost of these two reports shall not exceed \$39,185.00, funds for which will be appropriated in the budget for Fiscal Year 2019-2020.

FISCAL IMPACT

The contract with B-Adair Consulting does not impact the general fund, as grant funds are available and funding is limited to a not to exceed amount of Thirty-Four Thousand Dollars (\$34,000.00) for Fiscal Year 2018-2019 and Thirty-Nine Thousand One Hundred Eighty-Five Dollars (\$39,185.00) for Fiscal Year 2019-2020 from the following accounts:

**Staff Report – Resolution Authorizing Professional Services
Agreement with B-Adair Consulting and Administrative Services
February 5, 2019, page 3**

(FY 2018-2019) From

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
2800-540-G11-4269	CDBG Administration	\$20,700
2805-540-000-4262	HOME	\$2,125
1674-540-000-4269	NSP 1	\$5,600
1675-540-000-4262	NSP 3	\$5,575
Total		\$34,000

(FY 2019-20) From

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
2800-540-G11-4262	CDBG Administration	\$27,430
2805-540-000-4262	HOME	\$11,755

RECOMMENDATION

Staff recommends the Council authorize the City Manager to enter into an agreement and establish a purchase order per adoption of the attached Resolution.

**DR. AUBREY RELF, (INTERIM)
GRANTS COMPLIANCE MANAGER
CITY MANAGER'S OFFICE**

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 ESTABLISH A PURCHASE ORDER
FOR B-ADAIR CONSULTING AND ADMINISTRATIVE SERVICES TO
PROVIDE REPORTING AND ADMINISTRATIVE SUPPORT FOR
COMPTON'S HOUSING AND URBAN DEVELOPMENT GRANT
PROGRAMS (\$73,185)**

WHEREAS, the Department of Housing and Urban Development ("HUD") allocates approximately \$1.5 Million annually to the City of Compton in the form of Community Development Block Grant ("CDBG") and Home Investment Partnership ("HOME") Grant funds and Compton has approximately \$600,000 in Neighborhood Stabilization Program ("NSP") prior years funds; and

WHEREAS, the City's Grants Division ("Division") of the City Manager's Office administers the HUD CDBG, HOME, and NSP Grant Programs and historically solicits experienced, reputable consultants with specialized knowledge of federal regulations, to assist staff with compliance reporting, monitoring, auditing and technical administrative tasks; and

WHEREAS, the Division released a Request for Proposals ("RFP") on November 28, 2018, soliciting qualified consultants to provide reporting and administrative support for HUD Grant Programs and B-Adair Consulting and Administrative Services was the only proposal received on December 31, 2018; and

WHEREAS, staff has determined that B-Adair Consultant and Administrative Services has the unique qualifications to provide the City with the administrative support necessary to implement Compton's CDBG, HOME and NSP Grant Programs and recommends entering an approximate sixteen (16) month (i.e. February 2019 through June 30, 2020) professional services agreement for a total costs of \$73,185.00; and

WHEREAS, grant funds are available in the amount of \$34,000.00 for Fiscal Year 2018-2019 and \$39,185.00 will be allocated in the 2019-2020 Fiscal Year budget.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into an approximate sixteen (16) month (i.e. February 2019 through June 30, 2020) professional services agreement with B-Adair consultant and Administrative Services for the amount of Seventy Three Thousand One Hundred Eighty Five Dollars (\$73,185.00) for provision of grant administrative support for the Community Development Block Grant ("CDBG"), Home Investment Partnership Grant ("HOME"), and Neighborhood Stabilization Program ("NSP") Grant Programs.

SECTION 2. That the funds for this expenditure during the 2018-2019 Fiscal Year are available in the Grants Division budget in the following accounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
2800-540-G11-4262	CDBG Administration	\$20,700
2805-540-000-4262	HOME	\$2,125
1674-540-000-4269	NSP 1	\$5,600
1675-540-000-4262	NSP 3	\$5,575
Total		\$34,000

Resolution No. _____
Page 2

SECTION 3. That the funds for this expenditure during Fiscal Year 2019-2020 will be allocated in the 2019-2020 Fiscal Year budget in the following accounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
2800-540-G11-4262	CDBG Administration	\$27,430
2805-540-000-4262	HOME	\$11,755

SECTION 4. That a purchase order in the amount of \$34,000.00 is authorized to be established for B-Adair Consultant and Administrative Services for services rendered this fiscal year.

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

ADOPTED this _____ day of _____, 2019.

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 _____, 2019.

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
B-ADAIR CONSULTING & ADMINISTRATIVE SERVICES**

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 **B-ADAIR CONSULTING & ADMINISTRATIVE SERVICES** (hereinafter referred to as "**CONSULTANT**"), located at 12156 Cunningham Lane, Garden Grove, California 92841, (each a "Party" and collectively, the "Parties").

RECITALS:

WHEREAS, the City has received funding from the United States Department of Housing and Urban Development ("HUD") for the Community Development Block Grant ("CDBG"), HOME Investment Partnership ("HOME") and Neighborhood Stabilization Program ("NSP") Grant Programs; and

WHEREAS, the City has determined that there is a need to employ the services of an experienced consultant to provide expert advice and assistance with program implementation services to ensure compliance with federal, state and local regulations; and

WHEREAS, Consultant (B-Adair Consulting and Administrative Services) represents that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

WHEREAS, by Resolution No. _____, adopted on the _____, 2019, the City Council authorized the City Manager to enter into an agreement with the Consultant to provide the necessary services; and

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

AGREEMENT:

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

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing Administrative Consulting Services for Community Planning and Development ("CPD") Programs, including but not limited to Community Development Block Grant ("CDBG"), HOME Investment Partnership ("HOME") and Neighborhood Stabilization Program ("NSP") Grant Programs. More specifically, Consultant shall provide and perform the following services:

- Preparation of HUD Consolidated Annual Action Plan
- Preparation of HUD Consolidated Annual Performance & Evaluation report
- Oversight of HUD's Integral Disbursement Information System (IDIS)
- Completion of HUD quarterly and monthly reports
- Review and/or update of program files to make audit ready
- Provide other grant administrative assistance as needed

As further discussed in the City's "**2018 – Grants Division: Administrative Services for Federal Housing and Community Development Programs**" dated November 28, 2018 and the Consultant's "**Proposal to Provide Grant Administration Consulting Services**" dated December 31, 2018, both of which are incorporated herein.

Consultant acknowledges that in entering into this Agreement that 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 services and to the extent not furnished by the City, furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City.

Consultant's 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.

Brandy Adair, Owner of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Term of Contract. The term of this Agreement shall be effective upon Notice to Proceed from the City, and shall expire on June 30, 2020, or when the below-specified total compensation has been exhausted, whichever occurs first, unless this Agreement is terminated as provided herein.

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 the services will be based on a time and material basis, based on the rate schedule reflected in Consultant's "**Proposal**," which is incorporated herein. It is understood and agreed between the parties that the maximum compensation payable for the performance of all services to be provided by the Consultant pursuant to the terms of this Agreement shall be limited to a not-to-exceed amount of **Seventy Three Thousand One Hundred Eighty Five Dollars (\$73,185.00)**.

The total price paid the Consultant includes 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 **Grants Manager** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220**.

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. Consultant agrees that all of its customized reports, recommendations, plans, copyrightable materials and other Work Product created or assembled by it in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the City and as such is the sole property of the City. To the extent that such materials and Work Product do not constitute work for hire, in consideration of the payments and other covenants of the City, as set forth or called for herein, Consultant hereby sells, transfers, conveys and assigns any and all of its rights therein to the 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(s) made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto 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 the City. 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 designated 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 caused by 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, its officials, officers, employees, agents and volunteers.

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. Consultant shall be responsible for providing any advance notification to the City which would otherwise not be provided by the policies insurance carrier(s). ***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 below-indicated insured's except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

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

11.2 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.

11.3 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, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as “**additional insured's**” with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the

City. *Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.*

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

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

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

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

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

16. Disadvantaged Business Enterprise (DBE) Participation. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement.

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 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. 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.

19. 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.

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. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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:

B-Adair Consulting and Administrative Services
12156 Cunningham Lane
Garden Grove, California 92841
Attn: Brandy Adair, Owner
(714) 895-3954
(714) 895-3954 – fax.
brandy.adair@sbcglobal.net

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Grants Manager
(310) 761-1406
(310) 761-1464 – fax.

With copy to:

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

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

29. Certifications.

Debarment and Suspension Certification

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 ;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local 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 him/her 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 and dates of action.

[Attach separate page]

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

Brandy Adair, Owner

(Date)

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.

**B-ADAIR CONSULTING AND
ADMINISTRATIVE SERVICES/CONSULTANT**

By _____
Brandy Adair, Owner

Dated: _____

**CITY OF COMPTON
Recommended for Approval:**

By _____
Aubrey Relf, (Interim) Grants Manager

Dated: _____

Approved by:

Dated: _____

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

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

FEBRUARY 5, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: RICHARD ROJAS, DIRECTOR
COMMUNITY DEVELOPMENT DIRECTOR**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING THE \$211,264.96 QUIMBY FEE ASSOCIATED WITH
TRACT MAP NO. 73337 APPROVED FOR A 62-UNIT DETACHED
PLANNED RESIDENTIAL CONDOMINIUM DEVELOPMENT AT 2001
EAST ROSECRANS AVENUE**

SUMMARY

Consideration of the Quimby fee associated with a 62-unit condominium development project.

BACKGROUND

On March 7, 2017, the City Council approved Resolution No. 24,531 and Vesting Tentative Tract Map No. 73337, a request by a developer to construct a 62-unit detached, planned residential condominium development. To fulfill the conditions of approval, the developer was required to pay a Quimby fee.

On September 18, 2018, the City Council approved Resolution Numbers 24,864, 24,865 and 24,866 to address an administrative error that occurred in the adoption of Resolution No. 24,531. It became necessary to rescind the resolution and adopt new resolutions as replacements.

Resolution No. 24,866 was a Resolution of the City Council of the City of Compton Approving Tract Map No. 73337 for the Property Located at 2001 East Rosecrans Avenue in the City of Compton. As a condition of approval of the tract map, as was the case with the previous approval, the City Council required the developer to pay a fee in lieu of dedication of land in an amount equal to 5.3% of the fair market value of land comprising the subdivision. The fee was to be payable prior to the issuance of certificates of occupancy for the units.

On September 18, 2018, the developer submitted a request to the City to receive credit for private recreational areas provided within the residential subdivision. Pursuant to Section 28-4.23 of the Compton Municipal Code (CMC), the City Council may waive the requirements of this subsection [dealing with Quimby fees] for subdivisions filed in conjunction with planned residential developments in which open space is provided and owned jointly by the residents of the development.

Grading and construction for this project commenced in 2018. The applicant is requesting approval of the proposed Quimby fee, as described in the section below, after which they will pay the fee.

STATEMENT OF THE ISSUE

Pursuant to Section 28-4.23 of CMC, the amount of land or fees paid shall be based upon the approved residential density. The amount of land to be dedicated by the sub-divider shall be equivalent to 5.3% of the total land area, as follows:

Amount of Parkland Required = 5.3% x 214,750 square feet

Based on this formula, the amount of parkland required for this 62-unit project is 11,381.75 square feet.

The fee is derived by multiplying the amount of parkland the sub-divider is required to provide by the per-acre fair market value of the unimproved land within the subdivision. According to the County Assessor based upon the last sale, the fair market value is \$25.28 per square foot and the associated fee is \$287,730.64.

Pursuant to CMC Section 28-4.23, the Council may approve a waiver of the requirement in the subsection for providing open space within the proposed residential subdivision that is owned jointly by the future residents of the development. The developer has submitted an exhibit and requested for credit on-site recreational amenities (Attachment 1).

It should be noted that although Government Code Section 6647(e) allows for a private open space credit in situations such as this, the City's CMC does not contain such a provision. However, the CMC does allow the City Council to waive the requirements in its Quimby fee section, under certain conditions.

In support of the required findings, staff has reviewed and concurs that none of the amenities provided are required for yards, setbacks, or other areas required by the Municipal Code. Also, the proposed recreational amenities will be maintained in perpetuity for recreational purposes, and will be open and available to all subdivision owners and residents.

FINANCIAL IMPACT

After recalculating the fee obligation based upon the documents submitted by the developer, the fee of \$287,730.64 should be reduced by \$76,446.72. The City will receive \$211,283.92. Collected fees shall be used for either acquiring land or developing new, or rehabilitating existing park or recreational facilities reasonably related to serving the proposed subdivision. Fees shall be committed to park improvements within five years after payment. If fees are not committed within this timeframe, the fee shall be returned.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution (Attachment 2) approving the Quimby fee associated with Tract Map No. 73337 approved for a 62-unit condominium development project at 2001 E. Rosecrans Avenue.

**RICHARD ROJAS, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT**

APPROVED FOR FORWARDING:

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



September 18, 2018

Dear Planning Commission:

Due to KB Home's 62-unit residential project at 2001 E Rosecrans (TR 73337) being a Planned Residential Development, we would like to request a waiver for a portion of the in-lieu park fee to be applied for open space dedicated as part of this project.

Specifically, of the 214,750.9 SF (4.93 acres) of the project, 3,024 SF is comprised of an open space tot lot and basketball court for resident use (see Exhibit "A") and are to be maintained by the Homeowner's Association.

At 12.6 DU/acre (62 units; 4.93 acres), 5.3% of gross acreage should be dedicated, which results in a land dedication of 11,381.79 square feet. Counting the 3,024 SF of dedicated open space within the project yields a net amount of unmet dedication area of 8,357.79 SF. At a per square foot land market value of \$25.28 (A), the revised in lieu fee of this 8,357.79 (B) unmet dedication area would be \$211,264.96 (A*B).

Thank you,

A handwritten signature in blue ink, appearing to read "Ron Mertz", followed by a long horizontal stroke.

Ron Mertz
Vice President, Forward Planning
KB Home Greater Los Angeles, Inc.
25152 Springfield Court, Suite 180
Valencia, CA 91355
661-219-6880

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE \$211,264.96 QUIMBY FEE ASSOCIATED WITH TRACT MAP NO. 73337 APPROVED FOR A 62-UNIT DETACHED PLANNED RESIDENTIAL CONDOMINIUM DEVELOPMENT AT 2001 EAST ROSECRANS AVENUE

WHEREAS, on March 7, 2017, the City Council approved Resolution No. 24,531 and Vesting Tentative Tract Map No. 73337, a request by a developer to construct a 62-unit detached, planned residential condominium development at 2001 East Rosecrans Avenue; and

WHEREAS, on September 18, 2018, the City Council approved Resolution Numbers 24,864, 24,865 and 24,866, to address an administrative error that occurred in the adoption of Resolution No. 24,531, which made it necessary to rescind the resolution and adopt the new resolutions as replacements; and

WHEREAS, Resolution No. 24,866 was a Resolution of the City Council of the City of Compton Approving Tract Map No. 73337 for the Property Located at 2001 East Rosecrans Avenue in the City of Compton. As a condition of approval of the tract map, as was the case with the previous approval, the City Council required the developer to pay a fee in lieu of dedication of land in an amount equal to 5.3% of the fair market value of land comprising the subdivision. The fee was to be payable prior to the issuance of certificates of occupancy for the units; and

WHEREAS, on September 18, 2018, the developer submitted a request to the City to receive credit for private recreational areas provided within the residential subdivision. Pursuant to Section 28-4.23 of the Compton Municipal Code (CMC), the City Council may waive the requirements of this subsection [dealing with Quimby fees] for subdivisions filed in conjunction with planned residential developments in which open space is provided and owned jointly by the residents of the development.

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

Section 1. In regards to CMC Section 28-4.23, Park and Recreation Areas: Residential Subdivisions, the City Council finds:

- a. On September 18, 2018, the applicant submitted a revised proposal to Planning staff regarding the calculation of the project's Quimby fee. The applicant is requesting credit for 3,024 square feet of private recreational areas provided within the residential subdivision that is owned jointly by the future residents of the development.
- b. The Compton Municipal Code allows the City Council to waive the requirements in its Quimby fee section, under certain conditions.
- c. None of the private recreational areas provided are required for yards, setbacks, or other areas required by the Municipal Code. Also, the proposed recreational amenities will be maintained in perpetuity for recreational purposes, and will be open and available to all subdivision owners and residents.

- d. After recalculating the fee obligation based upon the documents submitted by the developer, the fee of \$287,730.64 should be reduced by \$76,446.72.
- e. Based on the findings, the City Council approves the Quimby fee for the approved 62-unit condominium development in the amount of \$211,264.96.

Section 2. That a copy of this Resolution shall be filed in the Offices of the City Clerk, City Manager, City Attorney and the Planning and Economic Development Department.

Section 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

**STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON**

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by, the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2019.

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

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

CITY CLERK OF THE CITY OF COMPTON

February 5, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: FIRE CHIEF

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET AND AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER WITH THE JANKOVICH COMPANY TO PROVIDE DIESEL FUEL, MOTOR COOLANT AND MOTOR LUBRICANTS FOR THE COMPTON FIRE DEPARTMENT FOR \$60,000.00

SUMMARY

Adoption of the attached resolution will authorize the City Manager to establish a purchase order in the amount not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00) with The Jankovich Company to purchase diesel fuel, motor oil, transmission fluids and radiator coolants for Fiscal Year 2018-2019.

BACKGROUND

Provision and replacement of diesel fuel, motor oils, transmission oils, and radiator coolant is essential to the everyday response of fire apparatus. The purchase will allow fire department personnel to perform their daily duties and respond to emergencies with emergency apparatus that has been properly maintained.

STATEMENT OF ISSUE

Staff currently uses The Jankovich Company under Resolution No. 24,904 approved by Council on January 8, 2019, to provide diesel fuel, motor oil, transmission fluids and radiator coolants during Fiscal Year 2018-2019.

The Department received three (3) quotes for diesel fuel from three vendors. On October 17, 2018, three quotes were submitted: The Jankovich Company (\$2.51790 per gallon), Dion and Sons (\$2.6720 per gallon) and the Wood Oil Company (\$2.822 per gallon). The Fire Department has determined that the Jankovich Company will continue to be our preferred vendor for diesel fuel and automotive fluids. Jankovich provided the lowest most responsible quote as well as not charging a Compliance and Fuel Surcharge fee as many other competitors do. In addition, this fuel also runs the Emergency Operations Center during a disaster or major power outages.

City Council approval is needed because the expenditure is in excess of \$5,000.00 Dollars.

FISCAL IMPACT

Estimated diesel fuel, motor oil, transmission fluids and radiator coolant costs for the Department's paramedic and command vehicles for the remainder of Fiscal year 2018-2019 is Sixty Thousand Dollars and Zero Cents (\$60,000.00). The Department's 2018-2019 Fiscal Year budget will need to be amended to transfer funds between accounts as follows:

From:	<u>Description</u>	<u>Amount</u>
1001-690-000-4269	Other Contract Services	\$60,000.00
To:	<u>Description</u>	<u>Amount</u>
6000-690-000-4229	Automotive Repairs	\$60,000.00

RECOMMENDATION

Staff recommends that Council approve the attached resolution.

**RONERICK SIMPSON
FIRE CHIEF**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE 2018-2019 FISCAL YEAR BUDGET AND AUTHORIZING THE
ESTABLISHMENT OF A PURCHASE ORDER WITH THE JANKOVICH
COMPANY TO PROVIDE DIESEL FUEL, MOTOR COOLANT AND MOTOR
LUBRICANTS FOR THE COMPTON FIRE DEPARTMENT FOR \$60,000.00**

WHEREAS, the Fire Department has a continuous need for gasoline and diesel fuel for daily operations of vehicles and equipment; and

WHEREAS, staff currently uses The Jankovich Company for providing gasoline and diesel fuel to our paramedic and command vehicles during the 2018-2019 Fiscal Year; and

WHEREAS, on October 17, 2018, three vendors responded to our bid request, The Jankovich Co.(\$2.5179 per gallon), Dion and Sons(\$2.822 per gallon) and Wood Oil Company(\$2.769); and

WHEREAS, The Jankovich Company has provided the most competitive rates on Fuel, Lubricants and Anti Freeze as well as not charging a Compliance and Fuel Surcharge fee as many other competitors do; and

WHEREAS, The Jankovich Company has attached a monitor to the Fire Department's Fuel Storage Tank. The monitor can be accessed by fire department personnel to get delivery information and statistical history. Station 3 is also the Cities Emergency Operations Center; and

WHEREAS, the Fire Departments 2018-2019 Fiscal Year budget will need to be amended to transfer funds between accounts.

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order to The Jankovich Company in an amount not to exceed Sixty Thousand Dollars and Zero Cents, (\$60,000.00) to provide gasoline, diesel fuel and other petroleum products to meet Fire Department needs for the remainder of Fiscal Year 2018-2019.

SECTION 2. That the Fire Departments 2018-2019 Fiscal Year budget shall be amended to transfer funds between accounts as follows:

<u>From:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4269	Other Contract Services	\$60,000.00
<u>To:</u>	<u>Description</u>	<u>Amount</u>
6000-690-000-4229	Automotive Repairs	\$60,000.00

SECTION 3. That funds for this expenditure are available in the Fire Department's 2018-2019 Fiscal Year budget in Account No. 6000-690-000-4229.

SECTION 4. That a copy of this resolution shall be forwarded to the offices of the City Manager, City Controller and the Fire Department.

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

ADOPTED this _____ day of _____ 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON:

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing 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 _____, 2019.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING A PURCHASE ORDER WITH THE JANKOVICH COMPANY
FOR PROVISION OF DIESEL FUEL AND OTHER AUTOMOTIVE FLUIDS FOR
THE COMPTON FIRE DEPARTMENT (\$32,581.53)**

WHEREAS, the provision and replacement of diesel fuel, motor oils, transmission oils, and radiator coolant is essential to the everyday response of fire apparatus which allow Fire Department ("Department") personnel to perform their daily duties, respond to emergencies with emergency apparatus that has been properly maintained and run the Emergency Operations Center during disaster or major power outages; and

WHEREAS, the Department received pricing proposals from The Jankovich Company ("Jankovich"), Dion and Sons ("Dion") and Wood Oil Company ("Wood"); and

WHEREAS, Jankovich submitted a quote of \$2.5179 per gallon, Dion \$2.822 per gallon and Wood \$2.769; and

WHEREAS, on review of the pricing proposals presented, staff has determined that Jankovich will be the best vendor for the Department to supply diesel fuel and automotive fluids, additionally, Jankovich does not charge a Compliance and Fuel Surcharge fee; and

WHEREAS, funds for this expenditure are allocated in the 2018-2019 Fiscal Year budget.

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

SECTION 1. That the pricing proposal submitted by the Jankovich Company is hereby accepted and all others rejected.

SECTION 2. That a purchase order in the amount of Thirty Two Thousand Five Hundred Eighty One Dollars and Fifty-Three Cents (\$32,581.53) is authorized to be established for The Jankovich Company to provide diesel fuel and other petroleum products to meet Fire Department needs for Fiscal Year 2018-2019.

SECTION 3. That funds for this expenditure are available in the 2018-2019 Fiscal Year budget in Account No. 6000-69-0000-4229.

SECTION 4. That a copy of this Resolution shall be filed with the offices of the City Manager, City Controller, City Clerk and Fire Department.

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

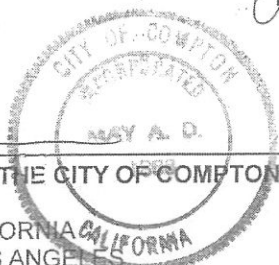
ADOPTED this 8th day of January, 2019.


MAYOR OF THE CITY OF COMPTON

ATTEST:


CITY CLERK OF THE CITY OF COMPTON

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



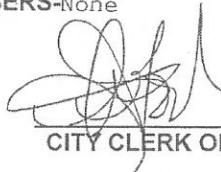
Resolution No. 24,904

Page No. 2

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 8th day of January, 2019.

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

AYES:	COUNCIL MEMBERS-	Zurita, Galvan, McCoy, Sharif, Brown
NOES:	COUNCIL MEMBERS-	None
ABSENT:	COUNCIL MEMBERS-	None
ABSTAIN:	COUNCIL MEMBERS-	None


CITY CLERK OF THE CITY OF COMPTON



February 5, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: RONERICK SIMPSON FIRE CHIEF

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH THE CITY OF DOWNEY FOR FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICES IN THE AMOUNT OF \$850,000.00

SUMMARY

Adoption of this resolution by City Council will authorize the City Manager to establish a purchase order for Eight Hundred Fifty Thousand Dollars (\$850,000.00) for the City of Downey to provide Fire and Emergency Medical dispatching services for the Compton Fire Department during Fiscal Year 2018-2019. The purchase order will provide funds to cover anticipated invoices for Fire and Emergency dispatching services for Fiscal Year 2018-2019.

BACKGROUND

911 Fire and Emergency Medical Services dispatching services are required to properly manage and direct responding units to an emergency and while on the scene of an emergency. This service is best delivered to the citizens of Compton through the JPA where all the needed aspects of a communications center are best done through shared processes.

STATEMENT OF THE ISSUE

The Compton Fire Department ("Department") has been a member of the Joint Powers Association ("JPA") for a number of years. Through the JPA, each member entity (i.e. the cities of Downey, Santa Fe Springs and Compton) contract to share in the costs of the infrastructural and operational services required to provide emergency communication and dispatch services. On January 17, 2017, the City Council authorized Compton's continued participation in this cooperative by adoption of Resolution No. 24,509, which approved a three (3) year (i.e. July 1, 2016 through June 30, 2019) agreement with the City of Downey, which provides, through its Communication Center, communication and dispatch services for emergency fire and medical response to the member cities.

City Council approval is needed because the expenditures exceed \$5,000 Dollars.

FISCAL IMPACT

Funds for this expenditure are available in the Fire Department's 2018-2019 Fiscal year budget in Account No. 1001-690-000-4269.

RECOMMENDATION

Staff recommends that Council approve the attached resolution.

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

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH THE CITY OF DOWNEY FOR FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICES IN THE AMOUNT OF \$850,000.00

WHEREAS, 911 Fire and Emergency Medical dispatching services are required to properly manage and direct responding units to an emergency and while on the scene of an emergency; and

WHEREAS, the Compton Fire Department ("Department") has been a member of the Joint Powers Association ("JPA") for a number of years, which provides each member entity (i.e. the cities of Downey, Santa Fe Springs and Compton) with the ability to share in the costs of the infrastructural and operational services required to provide emergency communication and dispatch services; and

WHEREAS, on January 17, 2017, the City Council authorized Compton's continued participation in this cooperative by adoption of Resolution No. 24,509, which approved a three (3) year (i.e. July 1, 2016 through June 30, 2019) agreement with the City of Downey, which provides, through its Downey Communication Center, communication and dispatch services for emergency fire and medical response to the JPA member cities; and

WHEREAS, in accordance with the terms of the agreement, the City will be billed for its share of the costs quarterly, forty-five (45) days after each of the following intervals: September 31st, December 31st, March 31st and June 30th; and

WHEREAS, funds for this expenditure has been appropriated in the Fire Department's 2018-2019 Fiscal Year budget.

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

Section 1. That the City Manager is hereby authorized to establish a purchase order to the City of Downey in the amount of Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00) to cover the anticipated invoices for Fire and Emergency Medical Services communication and dispatching services that are generated during Fiscal Year 2018-2019

Section 2. That the funds for said purchase orders are available in the Fire Department's 2018-2019 Fiscal Year Budget in Account no. 1001-690-000-4269

Section 3. That a certified copy of this resolution shall remain on file in the offices of the City Manager, City Controller and the Fire Department.

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

ADOPTED this _____ day of _____, 2019

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE TWO

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, do hereby certify that the forgoing resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on _____ day of _____, 2019

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

AYES: Council Members-
NOES: Council Members-
ABSTAINS: Council Members-
ABSENT: Council Members-

CITY CLERK OF THE CITY OF COMPTON

February 5, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2018-2019 FISCAL YEAR'S BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZE THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF MATERIALS AND SUPPLIES ON AN "AS-NEEDED" BASIS FOR THE PUBLIC WORKS DEPARTMENT (\$951,538)

SUMMARY

This resolution will amend the Public Works 2018-2019 fiscal year's budget to transfer funds between accounts and authorizes the City Manager to issue purchase orders to vendors listed in "Appendix A" for the procurement of materials and supplies on an as-needed basis for the Public Works Department not to exceed \$951,538.

BACKGROUND

The Public Works Department is responsible for maintaining roadways, sewers, and streetscapes through planned and regular investments in the City's infrastructure. In some instances, procurements were submitted to Council for approval as individual vendors by preparing separate resolutions.

In the Public Works Department, however, the process of combining as-needed vendors on a single resolution has been successful in past budgets to ensure that there is little to no delay in providing Street Maintenance staff the materials that are essential to address the day-to-day operational needs of the City.

The Department will continue to adhere to the procurement policies within the City's Standard Operating Manual, specifically Policy 4.5, which establishes the procurement process and delineates the methods of procurement for the following:

Standard/Routine Purchases – Purchases of small quantities of materials, supplies, equipment and services under \$5,000. Administrative approval required and purchase of \$1,000 and above justified with at least two (2) quotes.

Written Quotes – When obtaining materials, supplies, equipment, services and construction costing \$5,000 and above, but less than \$7,500. At least three (3) written quotes are required.

Staff Report – Public Works Vendors
February 5, 2019
Page 2

STATEMENT OF THE ISSUE

Due to the City's daily demands, staff is requesting the ability to efficiently manage multiple procurement requests by combining the requests for materials and supplies on a single resolution in an amount not to exceed \$951,538. Because the individual vendors Fiscal Year 2018-2019 expenditures exceed the \$5,000 threshold, City Council approval is necessary.

FINANCIAL IMPACT

Staff is requesting the following budget amendment to transfer funds between accounts as follows:

<u>From</u>	<u>To</u>	<u>Description</u>	<u>Amount</u>
2300-720-000-4269	2300-720-000-4233	Maint./Repair	\$141,000
2300-720-000-4269	2300-720-000-4236	Maint./Repair	\$ 45,000
2300-720-000-4269	2300-720-000-4236	Maint./Repair	\$ 75,000
2300-720-000-4269	2300-720-000-4236	Maint./Repair	\$100,000
2502-720-000-4269	2502-720-000-4236	Maint./Repair	\$ 25,000
1004-720-000-4266	1004-720-000-4227	Property Rental	\$ 25,000
2300-710-000-4266	2300-710-000-4236	Maint./Repair	<u>\$235,000</u>
		TOTAL	\$646,000

Funds for Fiscal Year 2018-2019 in the amount of \$951,538 will be available in the Public Works Department's 2018-2019 Fiscal Year budget in the following Account Numbers:

<u>Account Nos.</u>	<u>Fund</u>	<u>Amount</u>
2300-720-000-4233	State Gas Tax	\$ 141,000
6000-720-000-4236	Equipment Rental Fund	\$ 270,911
6000-720-000-4234	Equipment Rental	\$ 2,627
2300-720-000-4236	State Gas Tax	\$ 45,000
2502-720-000-4234	Citywide Lighting	\$ 32,000
2300-720-000-4236	State Gas Tax	\$ 75,000
2300-720-000-4236	State Gas Tax	\$ 100,000
2300-710-000-4236	State Gas Tax	\$ 235,000
2502-720-000-4236	Citywide Lighting	\$ 25,000
1004-720-000-4227	Equipment Rental	<u>\$ 25,000</u>
	TOTAL	\$ 951,538

Staff Report – Public Works Vendors
February 5, 2019
Page 3

ALTERNATIVE

If the City Council chooses not to allow the City Manager to issue purchase orders to vendors listed in “Appendix A”, staff will need to prepare separate resolutions and staff reports for each vendor. This could cause unnecessary and lengthy delays in providing the necessary materials needed for the department to provide sufficient city-wide road and street service, maintenance and repairs.

RECOMMENDATION

Staff recommends the adoption of the attached resolution.

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

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE PUBLIC WORKS 2018-2019 FISCAL YEAR’S BUDGET TO
TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZE THE CITY
MANAGER TO ISSUE PURCHASE ORDERS TO VENDORS LISTED IN
“APPENDIX A” FOR THE PROCUREMENT OF MATERIALS AND SUPPLIES
ON AN “AS-NEEDED” BASIS FOR THE PUBLIC WORKS DEPARTMENT
(\$951,538)**

WHEREAS, the Public Works Department is responsible for maintaining roadways, sewers, and streetscapes through planned and regular investments in the City’s infrastructure and in some instances, procurements were submitted to Council for approval as individual vendors by preparing separate resolutions; and

WHEREAS, in the Public Works Department, however, the process of combining as-needed vendors on a single resolution has been successful in past budgets to ensure that there is little to no delay in providing Street Maintenance staff the materials that are essential to address the day-to-day operational needs of the City; and

WHEREAS, the Department will continue to adhere to the procurement policies within the City’s Standard Operating Manual, specifically Policy 4.5, which establishes the procurement process and delineates the methods of procurement for the following:

Standard/Routine Purchases – Purchases of small quantities of materials, supplies, equipment and services under \$5,000. Administrative approval required and purchase of \$1,000 and above justified with at least two (2) quotes.

Written Quotes – When obtaining materials, supplies, equipment, services and construction costing \$5,000 and above, but less than \$7,500. At least three (3) written quotes are required; and

WHEREAS, staff is requesting the following budget amendment to transfer funds between accounts as follows:

<u>From</u>	<u>To</u>	<u>Description</u>	<u>Amount</u>
2300-720-000-4269	2300-720-000-4233	Maint./Repair	\$141,000
2300-720-000-4269	2300-720-000-4236	Maint./Repair	\$ 45,000
2300-720-000-4269	2300-720-000-4236	Maint./Repair	\$ 75,000
2300-720-000-4269	2300-720-000-4236	Maint./Repair	\$100,000
2502-720-000-4269	2502-720-000-4236	Maint./Repair	\$ 25,000
1004-720-000-4266	1004-720-000-4227	Property Rental	\$ 25,000
2300-710-000-4266	2300-710-000-4236	Maint./Repair	<u>\$235,000</u>
		TOTAL	<u>\$646,000</u>

WHEREAS, funds for Fiscal Year 2018-2019 in the amount of \$951,538 will be available in the Public Works Department’s 2018-2019 Fiscal Year budget in the following Account Numbers:

<u>Account Nos.</u>	<u>Fund</u>	<u>Amount</u>
2300-720-000-4233	State Gas Tax	\$ 141,000
6000-720-000-4236	Equipment Rental Fund	\$ 270,911
6000-720-000-4234	Equipment Rental	\$ 2,627
2300-720-000-4236	State Gas Tax	\$ 45,000
2502-720-000-4234	Citywide Lighting	\$ 32,000
2300-720-000-4236	State Gas Tax	\$ 75,000
2300-720-000-4236	State Gas Tax	\$ 100,000
2300-710-000-4236	State Gas Tax	\$ 235,000
2502-720-000-4236	Citywide Lighting	\$ 25,000
1004-720-000-4227	Equipment Rental	<u>\$ 25,000</u>
	TOTAL	<u>\$ 951,538</u>

WHEREAS, due to the City's daily demands, staff is requesting the ability to efficiently manage multiple procurement requests by combining the requests for materials and supplies on a single resolution in an amount not to exceed \$951,538 and because the individual vendors Fiscal Year 2018-2019 expenditures exceed the \$5,000 threshold, City Council approval is necessary.

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

SECTION 1. That the Public Works 2018-2019 Fiscal Year budget is amended to transfer funds between accounts as follows:

<u>From</u>	<u>To</u>	<u>Description</u>	<u>Amount</u>
2300-720-000-4269	2300-720-000-4233	Maint./Repair	\$141,000
2300-720-000-4269	2300-720-000-4236	Maint./Repair	\$ 45,000
2300-720-000-4269	2300-720-000-4236	Maint./Repair	\$ 75,000
2300-720-000-4269	2300-720-000-4236	Maint./Repair	\$100,000
2502-720-000-4269	2502-720-000-4236	Maint./Repair	\$ 25,000
1004-720-000-4266	1004-720-000-4227	Property Rental	\$ 25,000
2300-710-000-4269	2300-710-000-4236	Maint./Repair	<u>\$235,000</u>
		TOTAL	\$646,000

SECTION 2. That funds for Fiscal Year 2018-2019 in the amount of \$951,538 will be available in the Public Works Department's 2018-2019 Fiscal Year budget in the following Account Numbers:

<u>Account Nos.</u>	<u>Fund</u>	<u>Amount</u>
2300-720-000-4233	State Gas Tax	\$ 141,000
6000-720-000-4236	Equipment Rental Fund	\$ 270,911
6000-720-000-4234	Equipment Rental	\$ 2,627
2300-720-000-4236	State Gas Tax	\$ 45,000
2502-720-000-4234	Citywide Lighting	\$ 32,000
2300-720-000-4236	State Gas Tax	\$ 75,000
2300-720-000-4236	State Gas Tax	\$ 100,000
2300-710-000-4236	State Gas Tax	\$ 235,000
2502-720-000-4236	Citywide Lighting	\$ 25,000
1004-720-000-4227	Equipment Rental	<u>\$ 25,000</u>
	TOTAL	\$ 951,538

SECTION 3. That the City Manager is hereby authorized to issue purchase orders to vendors listed in "Appendix A" for the procurement of materials and supplies on an as-needed basis for the Public Works Department not to exceed \$951,538.

SECTION 4. 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 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2019.

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 _____, 2019.

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

PUBLIC WORKS DEPARTMENT VENDORS LIST
APPENDIX A

ASPHALT & CONCRETE	ACCOUNT NUMBER	DESCRIPTION
BLUE DIAMOND MATERIALS/DIV OF SULLY-MILLER	2300-720-000-4233	Asphalt for daily projects
CALMAT CO (dba VULCAN MATERIALS COMPANY WESTERN)	2300-720-000-4233	Asphalt cold mix, emulsion,
CEMEX	2300-720-000-4233	Sand and gravel, cement supplies
UNIQUE PAVING MATERIALS CORP	2300-720-000-4233	Cold mix (bags) or bulky for year-round projects
SUB-TOTAL	\$141,000	
FLEET		
A A EQUIPMENT	6000-720-000-4236	Large equipment repair
ALAMEDA TIRE & AUTO REPAIR INC	6000-720-000-4236	Tire maintenance for City fleet
ALTEC INDUSTRIES INC	6000-720-000-4236	Equipment repairs
POWER PLUS	6000-720-000-4236	
YAMADA	6000-720-000-4236	
ARIZONA MACHINERY (DBA STOTZ EQUIPMENT)	6000-720-000-4236	Repair of various equipment
HAAKER EQUIPMENT	6000-720-000-4236	Sewer truck repair
B & M BODY SHOP	6000-720-000-4236	Auto body & paint repair
B & M LAWN AND GARDEN INC	6000-720-000-4236	Lawnmower parts & service
CHUNGS ARCO (Smog Pros)	6000-720-000-4236	Smog checks
DAVEY'S CAR WASH	6000-720-000-4236	Routine City fleet car washing
FACTORY MOTOR PARTS	6000-720-000-4236	Vehicle parts for fleet
HARBOR CHEVROLET CORP	6000-720-000-4236	Vehicle repair
LONG BEACH LINCOLN MERCURY INC (dba CARUSO FORD CARUSO LINCOLN)	6000-720-000-4236	Vehicle repair
M & M AUTO PARTS	6000-720-000-4236	Vehicle parts for fleet
MAJESTIC AUTO GLASS	6000-720-000-4236	Glass replacement and installation

PUBLIC WORKS DEPARTMENT VENDORS LIST
APPENDIX A

NAPA AUTO PARTS	6000-720-000-4236	Vehicle parts for fleet
ROVINCE INT. CORP (formerly Louis Tires)	6000-720-000-4236	Purchase and repair tires
RAMON MONTES (RAYS AUTO)	6000-720-000-4236	Auto repairs
RDO EQUIPMENT CO (dba VERMEER PACIFIC)	6000-720-000-4236	Stump grinder dealer
SONSRAY MACHINERY LLC	6000-720-000-4236	Heavy equipment parts & repairs
STACY WILLIAMS (dba COMPTON AUTO CENTER)	6000-720-000-4236	Auto Repair
TURF STAR INC	6000-720-000-4236	Riding lawnmowers parts & repair
VEER OIL PARTNERS INC	6000-720-000-4236	Motor oil partner inc.
WORTHINGTON FORD	6000-720-000-4236	Ford truck dealer - repairs & parts
XIAO JING LI (dba 24-7 FLEET REPAIR)	6000-720-000-4236	Mobile service heavy equipment
		Loader & backhoe dealer- parts & repairs
YALE CHASE EQUIP. & SERVICES INC	6000-720-000-4236	
SUB-TOTAL	\$270,911	
SWIFT OIL AND VACUUM INC	6000-720-000-4234	Hazardous waste pick up(motor oil & lubricants)
SUB-TOTAL	\$2,627	
STREET MAINTENANCE		
BISHOP	2300-720-000-4236	Rakes, brooms,gloves, scoop shovel, tamper

PUBLIC WORKS DEPARTMENT VENDORS LIST
APPENDIX A

HD SUPPLY CONSTRUCTION SUP LTD DBA (HD SUPPLY WHITE CAP CONST)	2300-720-000-4236	Concrete & asphalt material; supplies and tools; towels, & loop rakes
JEWEL CHEMICAL	2300-720-000-4236	Tools, supplies and safety equipment
LINDSAY LUMBER	2300-720-000-4236	Tools, supplies and safety equipment
SUB-TOTAL	\$45,000	
CLEAN HARBORS ENVIRONMENTAL SERVICES	2502-720-000-4234	Hazardous waste, emergency spills & disposal of oil & paint.
CONCHING ENTERPRISES INC (dba CLEAR BLUE ENVIRONMENT)	2502-720-000-4234	Hazardous waste, emergency spills & disposal of oil & paint
OCEAN BLUE ENVIRONMENTAL SRVS INC	2502-720-000-4234	Emergency spills, and hazardous waste clean up
SUB-TOTAL	\$32,000	
TRAFFIC SIGNS & MARKINGS		
ACRYLATEX COATINGS & RECYCLING INC	2300-720-000-4236	Traffic paint, paint covers, paint rollers graffiti paint
BC TRAFFIC SPECIALIST	2300-720-000-4236	Traffic control, custom signs, pavement.
DUNN EDWARDS	2300-720-000-4236	Traffic paint, paint covers, paint rollers, tools
SAFEWAY SIGN COMPANY	2300-720-000-4236	Signs and hardware - sign replacement
TRAFFIC MANAGEMENT INC	2300-720-000-4236	Cones, barricades, crowd controls,
Z A P MANUFACTURING INC	2300-720-000-4236	refurbished Signs

PUBLIC WORKS DEPARTMENT VENDORS LIST
APPENDIX A

SUB-TOTAL	\$75,000	
ENNIS FLINT CO	2300-720-000-4236	Paving marking,
MARS ENVORONMENTAL	2300-720-000-4236	Recycle paint
PACIFIC PRODUCTS	2300-720-000-4236	Signs and hardware - sign replacement
STATEWIDE TRAFFIC SAFETY & SIGNS INC	2300-720-000-4236	Street Signs, Traffic & Safety signs, PPE
ZUMAR INDUSTRIES	2300-720-000-4236	Traffic Signs , Street Signs, Special Signs
SUB-TOTAL	\$100,000	
TRAFFIC LIGHTING		
ECONOLITE CONTROL PRODUCTS INC	2300-710-000-4236	(Proprietary) maintenance /repair , traffic cabinets, load switches. etc.
EISEL ENTERPRISES INC	2300-710-000-4236	Concrete electrical pull boxes, concrete & metal lids
IMSA ASSOCIATION	2300-710-000-4236	Certification renewals and member fees.
JAM SERVICES INC	2300-710-000-4236	Replacement Traffic Signal lighting, Emitting Diode indication .
MCM ELECTRONICS	2300-710-000-4236	discrete military specification solid state components such as resistors/caps, Cabinet fans
PACIFIC LIGHTING SALES INC	2300-710-000-4236	Traffic signal standards & Ped Pedestals poles for knockdown, replacements,& restock.

PUBLIC WORKS DEPARTMENT VENDORS LIST
APPENDIX A

RAYVERN LIGHTING	2300-710-000-4236	Portable trailer, signal & street light lamps, ballasts, globes, sockets, cabinet filters
REGAL PRODUCTS	2300-710-000-4236	Pionjar (post installer)
S & C HANDHOLE COVERS	2300-710-000-4236	Man-hole covers for missing covers for signal & lighting standards.
WALTERS WHOLESALE ELECTRIC CO	2300-710-000-4236	electrical services, circuit breakers, connectors, photo cells and conduit.
WESCO	2300-710-000-4236	Provide electrical services, conductors & cables & lighting standards.
WEST LITE SUPPLY INC	2300-710-000-4236	Provide illuminated street name sign ballasts, lamps ant starters. To restock and continued preventive maintenance on Street name illuminated signs
SUB-TOTAL	\$235,000	
TREES		
BISHOP	2502-720-000-4236	Safety and arborist equipment,
VEMEER	2502-720-000-4236	Safety and equipment, supplies
SUB-TOTAL	\$25,000	
FACILITY		
WILLIAMS SCOTMAN INC.	1004-720-000-4227	Lunch/breakroom rental/purchase
SUB-TOTAL	\$25,000	
TOTAL	\$951,538	

PUBLIC WORKS DEPARTMENT VENDORS LIST APPENDIX A

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Grand Total

February 5, 2019

TO: MAYOR AND CITY COUNCIL

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ENTER
INTO A 3-YEAR TRAFFIC SIGNAL AND STREET LIGHTING
MAINTENANCE SERVICE AGREEMENT WITH AND ESTABLISH
A PURCHASE ORDER FOR SIEMENS MOBILITY, INC. TO
PROVIDE TRAFFIC SIGNAL AND STREET LIGHTING
MAINTENANCE SERVICES CITY-WIDE ON AN "AS NEEDED"
BASIS (\$1,050,000)**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a three (3) year Traffic Signal and Street Lighting Maintenance Service Agreement (i.e. March 1, 2019 – February 28, 2022) with Siemens Mobility, Inc. ("Siemens") to provide traffic signal and street lighting maintenance services City-wide on an "as needed" basis and establish a purchase order in an amount not to exceed \$350,000 per contract year with an option to extend the contract for an additional two (2) year contract term.

BACKGROUND

The City operates and maintains one hundred and eleven (111) traffic signals with a variety of traffic signal controllers, and approximately 1,400 streetlights. Currently, the City does not have the capacity to maintain its traffic signals and street lighting maintenance services efficiently without the assistance from external forces to provide the necessary additional labor, materials and equipment to bring our signalized intersections and streetlights maintenance services up to current maintenance standards.

STATEMENT OF ISSUE

The City solicited Request for Proposals ("RFP") from qualified electrical contractors to provide traffic signal and street light maintenance, emergency repair, non-emergency routine inspections, and new equipment upgrade and installation work. The City is seeking a contractor whose combination of experience and personnel will provide timely, cost effective, and quality professional services.

The selected contractor will be required to have qualified traffic technicians that have demonstrated experience with traffic signal, streetlight, and other electrical work. The contractor shall also have the ability to troubleshoot and diagnose problems with all of the City's traffic signal related electrical operation systems.

The total amount of work available will be a function of routine traffic signal maintenance plus the amount of work that is required due to normal "wear and tear", collision damage, vandalism, and other factors that may result in the need for *emergency response* maintenance services. The City expects traffic signal technicians to be regularly assigned to the City as necessary to provide preventive maintenance and to respond to unscheduled/emergency work.

On July 18, 2018, the Public Works Department ("Department") advertised for RFP from qualified electrical contractors to provide traffic signal and street light maintenance, emergency repair, non-emergency routine inspections, and new equipment upgrade and installation work City-wide for a 3-year period (i.e. March 1, 2019 – February 28, 2022) with an option to extend the contract term for an additional two (2) years.

On August 16, 2018, the Department received three (3) proposals from the following contractors ranked as follows:

<u>Ranked</u>	<u>Contractor</u>	<u>Location</u>	<u>Bid Results</u>
1	Siemens Mobility, Inc.	Anaheim, CA	\$218,559.00
2	Econolite Systems, Inc.	Anaheim, CA	\$349,838.70
3	St. Francis Electric	Riverside, CA	\$872,016.00

Each proposal was reviewed by the evaluation committee to determine if their proposal met the RFP requirements and made a recommendation of the contractor to be awarded by the City Council.

City staff analyzed the cost of the work that would most frequently be requested of the contractor to perform:

- Monthly inspection and testing of controller, actuation system, indicator lamps, reflectors, pedestrian signals, and pushbuttons.
- Monthly inspection, cleaning and adjustment of control unit and cabinet, including removal of accumulated dirt and debris, inspection and cleaning of seals and drains, and removal of any graffiti, stickers or other non-official markings on the exterior of the controller cabinets.

- Quarterly cleaning and inspection of all indicator lamps, cleaning of hoods, targets, lenses and reflectors as needed, and verification of focus and aim of individual indicators and signal head assembly.

After careful consideration, the proposal submitted by Siemens was determined to be the lowest most responsive bidder.

Siemens currently services over 10,000 traffic intersections and 400,000 streetlights under long-term maintenance agreements nationwide. Siemens is dedicated to meeting and exceeding the challenging public safety requirements associated with the industry. Siemens has been in the traffic signal maintenance industry worldwide for over 50 years. Locally, Siemens has been in business for over 40 years servicing numerous contracts throughout the state of California. Currently, in California alone, Siemens maintains intersections for over 140 agencies encompassing over 4,000 locations of various sizes from full function intersections to in-pavement flashing crosswalks and rapid flashing beacons. Siemens currently provides traffic signal maintenance and repair services to cities such as: Artesia, Commerce, Gardena, Hermosa Beach, Huntington Beach, and Lomita.

Additionally, on November 1, 2018, management met/conferred with members of SEIU Local 721 on the proposed contract. Management indicated that the work being provided by the contractor would not negatively affect the work that is being performed by the City's Classified Service employees. This contract will assist our current staff in effectively meeting the demands of the maintenance activities required by our traffic signal and street lighting services.

Furthermore, the Public Works Department does not have the capacity, equipment, materials, and trained personnel necessary for the City to be current on its traffic signal and street lighting maintenance activities.

FISCAL IMPACT

The Department will allocate \$175,000.00 in Fiscal Year 2018-2019. Over the next two (2) fiscal years (i.e. 2019-2020 and 2020-2021), \$350,000.00 per fiscal year will be allocated. In the final fiscal year of the contract (i.e. 2021-2022), the Department will allocate \$175,000.00 in order to complete all routine traffic signal and street lighting maintenance activities.

Funds in the amount of \$175,000.00 are available in the Department's 2018-2019 Fiscal Year budget in Account No. 2502-720-000-4269. Funding for the remaining contract years will be paid out of future City budgets as follows: Fiscal Years 2019-2020 (\$350,000.00), 2020-2021 (\$350,000.00) and 2021-2022 (\$175,000.00).

If the City exercises the option to extend the contract for an additional two (2) year period, funding will be available in future years budgets (i.e. 2021-2022 - \$175,000, 2022-2023-\$350,000, and 2023-2024 - \$175,000).

ALTERNATIVE

Due to the City's desire to provide traffic signal and street lighting maintenance services City-wide, no other alternatives are being proposed at this time.

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
AUTHORIZING THE CITY MANAGER TO ENTER INTO A 3-YEAR TRAFFIC
SIGNAL AND STREET LIGHTING MAINTENANCE SERVICE AGREEMENT
WITH AND ESTABLISH A PURCHASE ORDER FOR SIEMENS MOBILITY,
INC. TO PROVIDE TRAFFIC SIGNAL AND STREET LIGHTING
MAINTENANCE SERVICES CITY-WIDE ON AN “AS NEEDED” BASIS
(\$1,050,000)**

WHEREAS, the City operates and maintains one hundred and eleven (111) traffic signals with a variety of traffic signal controllers, and approximately 1,400 streetlights and currently, the City does not have the capacity to maintain its traffic signals and street lighting maintenance services efficiently without the assistance from external forces to provide the necessary additional labor, materials and equipment to bring our signalized intersections and streetlights maintenance services up to current maintenance standards; and

WHEREAS, on July 18, 2018, the Public Works Department (“Department”) solicited Request for Proposals (“RFP”) from qualified electrical contractors to provide traffic signal and street light maintenance, emergency repair, non-emergency routine inspections, and new equipment upgrade and installation work City-wide for a three (3) year period (i.e. March 1, 2019 through February 28, 2022) with an option to extend the contract term for two (2) years; and

WHEREAS, on August 16, 2018, the Department received three (3) proposals/bids from the following contractors:

<u>Ranked</u>	<u>Contractor</u>	<u>Location</u>	<u>Bid Results</u>
1	Siemens Mobility, Inc.	Anaheim, CA	\$218,559.00
2	Econolite Systems, Inc.	Anaheim, CA	\$349,838.70
3	St. Francis Electric	Riverside, CA	\$872,016.00

WHEREAS, each proposal was reviewed by the evaluation committee to determine if their proposal met the RFP requirements and recommends the a contract be awarded by the Council to Siemens Mobility, Inc. as the lowest most responsive bidder’ and

WHEREAS, on November 1, 2018, management met/conferred with members of SEIU Local 721 on the proposed contract and management indicated that the work being provided by the contractor would not negatively affect the work that is being performed by the City’s Classified Service employees; and

WHEREAS, the Public Works Department does not have the capacity, equipment, materials, and trained personnel necessary for the City to be current on its traffic signal and street lighting maintenance activities; and

WHEREAS, the Department has funds in the amount of \$175,000.00 in the Fiscal Year 2018-19 budget for services performed through June 30, 2019; and

WHEREAS, funding for the remaining contract/fiscal years of the contract will be allocated in future City budgets, including funding for the 2-year renewal option, if exercised.

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

SECTION 1. That the proposal/bid of Siemens Mobility, Inc. is hereby accepted and all others rejected.

SECTION 2. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a three (3) year (i.e. March 1, 2019 – February 28, 2022) Traffic Signal and Street Lighting Maintenance Service Agreement with Siemens Mobility, Inc. to provide traffic signal and street lighting maintenance services City-wide on an “as needed” basis.

SECTION 3. That a purchase order in the amount of One Hundred Seventy Five Thousand Dollars (\$175,000.00) is authorized to be established for Siemens Mobility, Inc. for services rendered during the remainder of the 2018-2019 Fiscal Year (i.e. contract period March 1, 2019 – June 30, 2019). Funding for the remaining term of the contract in the amount of \$350,000.00 for Fiscal Years 2019-2020, \$350,000.00 for 2020-2021 and \$175,000.00 for 2021-2022 will be allocated in future City budgets.

SECTION 4. That if the two (2) year renewal option is exercised by the City, funding in the amount of \$175,000.00 for Fiscal Year 2021-2022, \$350,000.00 for Fiscal Year 2022-2023 and \$175,000.00 for Fiscal Year 2023-2024 will be allocated in future City budgets.

SECTION 5. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works Department.

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

ADOPTED this ____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

Resolution No. _____
Page 3

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk, at a regular meeting thereof held on the _____ day of _____, 2019.

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

**SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
SIEMENS MOBILITY, INC.**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220 and **SIEMENS MOBILITY, INC.** (hereinafter referred to as "**CONTRACTOR**") located at 1026 East Lacy Avenue, Anaheim, California 92508, (each a "Party" and collectively, the "Parties").

RECITALS:

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

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

C. City and Contractor enter into this Agreement for the purpose of retaining Siemens Mobility, Inc. (Contractor) to perform that work required pursuant to the Agreement herein.

D. Authorization to enter into this Agreement is pursuant to Resolution No. _____ adopted by the City Council on _____, 2019.

AGREEMENT:

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

1.0 GENERAL PROVISIONS

1.1 Definitions.

1.1.1 "**Work**" consists of all of the services to be performed, including but not limited to all of the labor, materials and equipment necessary to satisfactorily perform and complete the work in accordance with the Contract Documents.

1.1.2 "**Contract Documents**" consists of this Agreement (interchangeably "Contract"), (including all exhibits and schedules), any amendments and clarifications issued thereto, the "City's Request for Proposals," any "Instructions to Bidders," any "Supplementary Instructions to Bidders," and any addendum(s) and supplements thereto issued by the City, the "Proposal" and any "Bid/Unit Price Proposal" submitted by the Contractor, the "Work Plan/Quality Control Plan," information required of bidder, all required bonds, insurance policies, endorsements, certificates, permits, notices and affidavits, notice to proceed, Standard Specifications of the State of California Department of Transportation (CalTrans), latest Edition (except as modified), Work Area Traffic Control Handbook (WATCH), latest Edition, Manual on

Uniform Traffic Control Devices (MUTCD), latest Edition, MUTCD Latest California Supplement, and any and all other documents identified in the Contract Documents which together form the agreement between the City and the Contractor.

1.2 Trust and Confidence.

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

1.3 Standard of Care.

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

1.4 Compliance with Applicable Laws.

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

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

1.4.1 Prohibition Against Employment Discrimination. During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, gender, marital status, ethnicity, religion, age or

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

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

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

1.5 Key Personnel.

1.5.1 Contractor's Representative. Contractor hereby designates **Steven Teal, Director of Service** of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

1.5.2 City's Representative. City hereby designates the **Director of Public Works Department** or his/her designee as City's Representative for this Contract work.

1.6 Independent Contractor.

Contractor shall be an independent contractor, and neither Contractor, its officers, principals, employees, agents, volunteers and subcontractors (collectively hereinafter the "Contractor"), shall be considered employees or agents of City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Agreement. Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or

against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

1.7 Permits.

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

2.0 SCOPE OF SERVICES

2.1 It is the mutual understanding of the Parties that all services to be performed hereunder shall be performed pursuant to the fee schedule, scope of work, the Director, and other requirements contained in the Contract Documents. Contractor agrees to provide and furnish all necessary professionals, managers, supervisors, staff, equipment, materials, supplies, manufactured articles, laborers, necessary tools, expendable equipment, all utility, transportation and services, including fuel, essential communications and other facilities required in connection with providing annual professional traffic signal and street lighting maintenance services; which shall include, but not limited to performing the following traffic signal and street lighting maintenance services activities at various locations throughout the City:

- Walk the intersection and visually inspect all signal heads for proper operation, alignment, broken lenses, and missing parts. Depress all pedestrian push buttons and observe proper timing and display.
- Examine the functioning of the controller in relation to the traffic
- Observe and check for proper operation of the detector loops and amplifiers. Adjust or re-tune detector amplifiers and correct substandard splices as necessary. For intersections with video detection, verify camera operation by monitoring the vehicle call on the video controller unit. Also, verify the calls going to the detector call page in the controller
- Inspect all relays, switches, and terminals, etc. and replace or make adjustments as necessary
- Check and adjust fan operation. Check the filter for tight fit and tape if required. Clean and vacuum the cabinet as necessary. Examine cabinet interior for water, excessive dampness and plant or animal intrusion
- Inspect battery backup system (if the signal is equipped with such unit) to ensure unit is fully charged. Check all battery connections to ensure they are clean and secure
- Perform a night time check of safety lights and illuminated street name signs at all signalized intersections
- The Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure, or outage of the traffic signal system
- The City may request that the Contractor perform emergency response work on the traffic control system.

As further discussed in the City's "**Request for Proposals for Traffic Signal and Street Lighting Maintenance Services**" dated July 18, 2018 and Contractor's "**Proposal for Traffic**

Signal and Street Lighting Maintenance Services” dated August 16, 2018, both of which are incorporated herein.

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

Contractor agrees to perform all the said work and furnish all the said materials at its own cost and expense, as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the City.

4.0 CONTRACT TERM

The Contractor shall commence performance of the work on or about March 1, 2019, or as otherwise agreed in writing with the Director of Public Works or his/her designee. The term of this Agreement shall be for a period of three (3) years, March 1, 2019 – February 28, 2022, with an option to renew/extend the Agreement for an additional two (2) year term, if agreed to by the Parties, unless this Agreement is terminated as provided herein.

5.0 CONTRACT PRICE

5.1 Total Compensation.

The method of payment for the services rendered pursuant to this Agreement shall be based on a fee-for-services basis, billable at the unit price rates specified within the **Contractor’s Proposal**, which is incorporated herein. It is understood and agreed between the Parties that the maximum compensation payable for the services to be provided by the Contractor during each contract year of this Agreement shall be limited to a not-to-exceed amount of **Three Hundred Fifty Thousand Dollars (\$350,000.00)**.

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

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

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized and detailed invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoices shall be delivered or mailed to the **Director of the Public Works Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

In the event of termination, the Contractor shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any non-cancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Contractor's delivery to the City of any and all City property, documents, reports, records and materials associated with the performance of this Agreement. If the Contract is terminated, in no event shall the amount(s) paid Contractor exceed the total agreed payable compensation for that contract year (i.e. \$350,000.00).

6.0 Safety and Supervision of Work:

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

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

.a Employees and all other persons at any of the work locations subject to this Agreement;

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

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

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

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

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

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

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

.b Subsurface or latent physical conditions at the locations differing from those indicated by information about the locations made available to Contractor prior to work assignment of the location.

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

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

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

7.0 Indemnity:

7.1 General Indemnity. To the fullest extent allowed by law, Contractor shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereafter the "City") against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall defend, indemnify and save the City from any and all liability or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Agreement, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

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

7.2 Survival. The provisions of Paragraph 7.0 shall survive complete performance or termination of this Agreement.

7.3 Severability. The invalidity of any portion of Paragraph 7.0 shall not affect or render unenforceable any other portions thereof.

8.0 Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

9.0 CERTIFICATIONS

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

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

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

Steven Teal, Director of Service

(Date)

10.0 DEFAULT AND TERMINATION

10.1 Default by Contractor.

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

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

10.2 City's Rights and Remedies Upon Default.

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

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

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

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

10.2.3 Contractor Obligations. Upon receipt of a notice of termination for default, Contractor shall, unless the notice states otherwise, perform each of the obligations set forth in Paragraph 10.4.1, below.

10.2.4 Damages to City.

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

.b No Release. If the City elects to terminate this Agreement for cause, all monies due Contractor or retained under the terms of the Contract Documents; exclusive of undisputed reasonable amounts due for work satisfactorily performed prior to the termination; shall be forfeited to City. Such forfeiture shall not release Contractor from liability for failure to fulfill this Agreement.

10.3 Termination Without Cause. City shall have the option, at its sole discretion and without cause, to terminate this Agreement in part or in whole by giving thirty (30) days' written notice to Contractor as provided herein. Contractor agrees to accept such sums as allowed under this Section 10.3 as its sole and exclusive compensation and waives any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect, incidental losses or damages, of any kind.

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

.a Immediately discontinue performance to the extent specified in the notice;

.b Place no further orders or subcontracts for materials, equipment,

services or facilities, except as may be necessary for completion of such portion of its obligations as is not discontinued;

.c Thereafter continue only such performance as may be necessary to preserve and protect work already completed or in progress and to protect materials and equipment on the location(s) or in transit thereto.

10.3.2 Final Billing. Following termination without cause and within thirty (30) days after receipt of a complete and timely billing from Contractor seeking payment of sums authorized by this Paragraph 10.4.2, City shall pay to Contractor as its sole and exclusive compensation for performance under this Agreement the following:

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

10.4 Contractor's Rights and Remedies.

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

.a City fails to make payment of sums that are not in good faith disputed by City and fails to cure such default within (i) ninety (90) days after receipt of notice from Contractor notifying City of the default; and (ii) an additional thirty (30) days notice to City notifying it of its intention to terminate this Agreement.

11.0 MISCELLANEOUS PROVISIONS

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

11.2 Non-Liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any

default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Contract.

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

11.4 Waiver of Jury Trial. Contractor voluntarily waives its right to a jury trial of any cause of action, claim, counter-claim or cross-complaint in any action, proceeding or hearing on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between City and Contractor, Contractor's performance of the Work, 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 pursuant to this Contract, 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.

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

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

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

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

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

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

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

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

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

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

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

11.18 Contractors' Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures and disbursements charged to the City for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

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

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

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

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

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

12.0 NOTICES.

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

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

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

with copies to:

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

**Services Agreement – Siemens Mobility, Inc.
Traffic Signal and Street Lighting Maintenance Services
Public Works/Resolution No. _____**

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

Siemens Mobility, Inc.
1250 North Tustin Avenue
Anaheim, California 92807
Attn: Steven Teal, Director of Service
(714) 456-9902 - Phone
(714) 456-9905 - Fax

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

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

SIEMENS MOBILITY, INC./CONTRACTOR

Dated: _____

By _____
Steven Teal, Director of Service

CITY OF COMPTON

Recommended for Approval by:

By _____
**Wendell Johnson, P.E., Director
Public Works Department**

Dated: _____

Approved by:

Dated: _____

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

Services Agreement – Siemens Mobility, Inc.
Traffic Signal and Street Lighting Maintenance Services
Public Works/Resolution No. _____

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk



Helping Our Communities Become Vibrant,
Growing & Green

Proposed to:

Mr. John Strickland Jr.
Project Manager
City of Compton
City Clerk's Office
205 South Willowbrook Avenue
Compton, CA 90220



City of Compton
Traffic Signal and Street Lighting Maintenance Services

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August 16th, 2018

Mr. John Strickland Jr.
Project Manager
City of Compton
City Clerk's Office
205 South Willowbrook Avenue
Compton, CA 90220

RE: Proposal for Traffic Signal and Street Lighting Maintenance Services

Mr. Strickland Jr.,

We would like to express our appreciation for the opportunity to participate in the proposal process for providing traffic signal and streetlight maintenance services for the City of Compton. The prices and terms stated in our proposal package will remain in effect for 90 calendar days from the date of submission, Thursday, August 16th, 2018.

Siemens Mobility Inc. is an electrical contracting firm who is a California licensed and bonded Class C-10 contractor (CA License #1042278) and is also a registered Public Works Contractor (DIR No. 1000059880), who provides leading edge traffic technology for the fast-paced Intelligent Transportation Systems world. Whether providing maintenance services, local controllers, controller firmware, central systems, system analysis, design, or integration, Siemens Mobility Inc. brings innovative and reliable solutions to customers.

As outlined in our proposal, Siemens Mobility Inc. is focused on delivering what your city needs the most today; safe, reliable infrastructure solutions that help decrease costs, increase revenue, and have a positive environmental impact for the City of Compton and its residents. Whether you choose to commute by foot, bike, car, bus or light rail, Siemens Mobility Inc. can help you arrive safely, more efficiently and with less impact on the environment.

Siemens Mobility Inc. has reviewed and accepts the general terms and conditions as stated in Appendix A, which was included with the RFP.

During the evaluation, if there are any questions regarding this proposal please, feel free to contact Michael Hutchens at (951) 784-6600 or by email at michael.hutchens@siemens.com. We are looking forward to the opportunity to serve the needs of the City of Compton and would like to thank you in advance for your consideration.

Respectfully,

Siemens Mobility Inc.

A blue ink signature of Steven Teal, consisting of a stylized 'S' and 'T' followed by a large loop.

Steven Teal
Director of Service, USA

1. Information/background on the Contractor

Our Past

Founded by Werner Von Siemens (pictured right) in 1847, Siemens has become a global powerhouse in electronics and electrical engineering, operating in the industry, energy and healthcare sectors. Siemens AG (Berlin and Munich) entered the traffic industry market in 1924 with the implementation of the first signal system with red, yellow and green in Berlin, Germany. Innovation continued when Siemens introduced the first centrally controlled light signal system in 1926 and a tradition of developing ground-breaking technology in the traffic industry began. With its many years of presence in the world markets, Siemens Traffic Solutions possesses extensive international know-how and proven technical platforms in the areas of traffic management and guidance.



Siemens entered the US transportation market in 1997 when they acquired Automatic Signal/Eagle Signal Corporation. This gave Siemens an immediate business presence in the North American market for traffic signal equipment and traffic control systems. In the year 2000, Siemens acquired Gardner Transportation Systems, which strengthened our I.T.S. Engineering Offerings in the United States. Finally, in 2010 Siemens acquired Republic ITS, a U.S. leader in traffic signal equipment installation, maintenance, and service. This acquisition enabled Siemens to expand their reach into the traffic signal maintenance and construction business, making Siemens a leader in complete transportation solutions.



Our Present

Siemens Mobility Inc. currently services over 10,000 traffic signalized intersections and 400,000 streetlights under long-term maintenance agreements nationwide. We are dedicated to meeting and exceeding the challenging public safety requirements associated with our industry. Siemens has been in the traffic signal maintenance industry worldwide for over 50 years. Locally, Siemens Mobility Inc. (formerly Republic ITS & Signal Maintenance, Inc.) has been in business for over 40 years servicing numerous contracts throughout the state of California. Currently, in California alone Siemens Mobility Inc. maintains intersections for over 140 agencies encompassing over 4,000 locations of various sizes from full function intersections to in-pavement flashing crosswalks and rapid flashing beacons.

Our Future

At Siemens, we are always looking to the future and for our ITS division, the future is bright. With infrastructure improvement being the focus for many municipal governments these days, it is imperative that Siemens stays on the cutting edge of technology in order to remain relevant. Whether the agency is looking for connected vehicle, smart street lighting solutions, service/ support contracting, ITS software and controllers or complete infrastructure management, Siemens is constantly evolving the industry. We look to the future with the foresight that can only be gained through 170 years of experience and more importantly, we aim to shape it.

Our Qualifications

Siemens Mobility Inc. is dedicated to meeting and exceeding the challenging public safety requirements associated with our industry. Siemens has been in the traffic signal maintenance industry worldwide for over 50 years. Locally, Siemens Mobility Inc. (formerly Republic ITS & Signal Maintenance, Inc.) has been in business for over 40 years servicing numerous contracts throughout the state of California.



Siemens Mobility Inc. continues to successfully execute long term service agreements in over 200 communities nationwide, which include maintenance programs for:

- 10,000 Signalized Intersections
- 400,000 Streetlights
- 600 Call Boxes



In California, Siemens Mobility Inc. maintains traffic signals and street lighting for 140 communities, encompassing:

- 5,000 signalized locations
- 40,000 streetlights
- 600 Call Boxes

As the leader in the private traffic signal and streetlight maintenance industry in the United States, Siemens Mobility Inc. is able to provide unparalleled expertise and outstanding value in traffic signal and street lighting related services. Among the most beneficial:

- ✓ Siemens Mobility Inc. has the largest workforce of IMSA level III Certified Technicians and NEC Certified Electricians in the industry. In addition, Siemens employs a wealth of key construction personnel for major repairs, dedicated utility locators for underground service alert (USA) Dig Alert service and Corning certified fiber optic technicians.
- ✓ Siemens Mobility Inc. has strategically positioned local field offices with an abundance of inventory and technical resources.
- ✓ Our ability to complete entire projects in-house. Although we have many valuable external partners, we do not have to rely on consultants, outside sub-contractors, or sourced project management. This improves communication, streamlines work, and eliminates unnecessary costs or delays.
- ✓ We give our Customers the access to effectively track progress and manage service orders and the ability to review historical intersection information using our web-based Customer Portal. All technicians wirelessly update the street light and traffic signal database as work is performed making all information available virtually real time.

In summary, Siemens Mobility Inc. is focused on delivering what your city needs the most today, safe, reliable infrastructure solutions. Whether you choose to commute by foot, bike, car, bus or light rail, Siemens traffic management solutions can help you arrive safely, more efficiently and with less impact on the environment.

Contractor's License / Public Works Contractor Registration

Siemens Mobility Inc. is an electrical contracting firm who is California licensed and bonded as a C-10 contractor (CA License #1042278). Our company specializes in construction and maintenance of traffic signals, streetlights and associated equipment. Siemens Mobility Inc.'s national staff of more than 200 employees includes an array of professional engineers and technicians with International Brotherhood of Electrical Workers (IBEW), IMSA and numerous industry manufacturer and systems certifications.



<https://www2.cslb.ca.gov/online services/CheckLicenseII/LicenseDetail.aspx?LicNum=1042278>

Contractor's License Detail for License # 1042278

Business Information

SIEMENS MOBILITY INC
1026 E LACY AVE
ANAHEIM, CA 92508
Business Phone Number: (714) 458-1534

Entity Corporation
Issue Date 07/25/2018
Expire Date 07/31/2020

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL

Public Works Contractor Registration

Pursuant to Division 2, Part 7, Chapter 1, (commencing with section 1720 of the California Labor Code.)

State of California Department of Industrial Relations								
Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
View	SIEMENS MOBILITY INC.	1000059880	ORANGE	ANAHEIM	CSLB:1042278	Active	07/30/2018	06/30/2019

Negative History

At present Siemens Intelligent Traffic Solutions, a business unit of Siemens Mobility, Inc. (SMI) has no pending criminal, civil or administrative litigations. Please note that this certification primarily reflects information related only to this business unit and not to its affiliates. Intelligent Traffic Solutions is a part of a large corporate enterprise, with numerous directly or indirectly controlled or controlling affiliates, conducting various disparate businesses in multiple jurisdictions, and employing over 60,000 employees in the United States. Information from Siemens Mobility, Inc. affiliates regarding issues not material to the business of Siemens Mobility, Inc. is generally not centrally maintained by Siemens Mobility, Inc. As a result, Siemens Mobility, Inc. cannot ensure the completeness of such information. Consequently a material risk of insolvency to either the Service Provider or Guarantor or materially affects the Service Provider's or Guarantor's ability to perform their obligations due to pending litigation is not apparent.

SMI performs tens of thousands of projects annually through over one hundred offices. As such SMI has been involved in miscellaneous litigations and disputes arising out of its business none of which are of a material nature as to adversely impact its ability to completely and satisfactorily perform any of its projects.

Financial Information

Siemens Mobility, Inc., a Delaware corporation ("SMI") is a subsidiary member of the Siemens AG corporate group, a multinational, multi-billion dollar company listed on the New York Stock Exchange. As such, Siemens AG files consolidated financial reports with the US Securities & Exchange Commission. A copy of Siemens, A.G. most recent annual report can be found at www.siemens.com through "Investor Relations". All required financial reports and filings are available at the SEC's website <http://sec.gov/edgar.shtml>. SMI and its subsidiaries are not publicly traded companies and do not release separate annual financial statements.

Key Contact

During the evaluation, if the City should have any inquiries regarding this proposal please, feel free to contact:

Michael J. Hutchens
2250 Business Way
Riverside, CA 92501
Office Phone (951) 784-6600
Fax (951) 784-6700
Email: michael.hutchens@siemens.com

Office/Warehouse Location

If selected, all contract management, coordination and field technicians will be based out of this office:

Siemens ITS' Anaheim, CA Office

Invoicing, Contract Administration, and Warehouse

1026 E. Lacy Ave
Anaheim, CA 92805
Phone (714) 456-9902
Fax (714) 456-9905



Our new Anaheim location is located near Disneyland and is located just 22 miles from the Compton City center. The warehouse at this location stocks over \$500,000.00 in inventory including new controllers, cabinets, signals, luminaries and most necessary ancillary devices. Though most of our staff keeps plenty of equipment on their trucks, if the need arises, this location can be easily accessed around the clock 365 days a year as a source of additional inventory that is readily available. With our Riverside warehouse facility 58 miles west of the city near the 60/215 freeway interchange, it houses another \$600,000.00 in readily available equipment as an additional resource.

Other Local Siemens ITS Facilities:

Siemens ITS' Riverside, CA Office

Office, Warehouse, & Testing Facility

2050 Business Way
Riverside, CA 92501
Phone (951) 784-6600
Fax (951) 784-6700



Siemens ITS' San Diego, CA Office

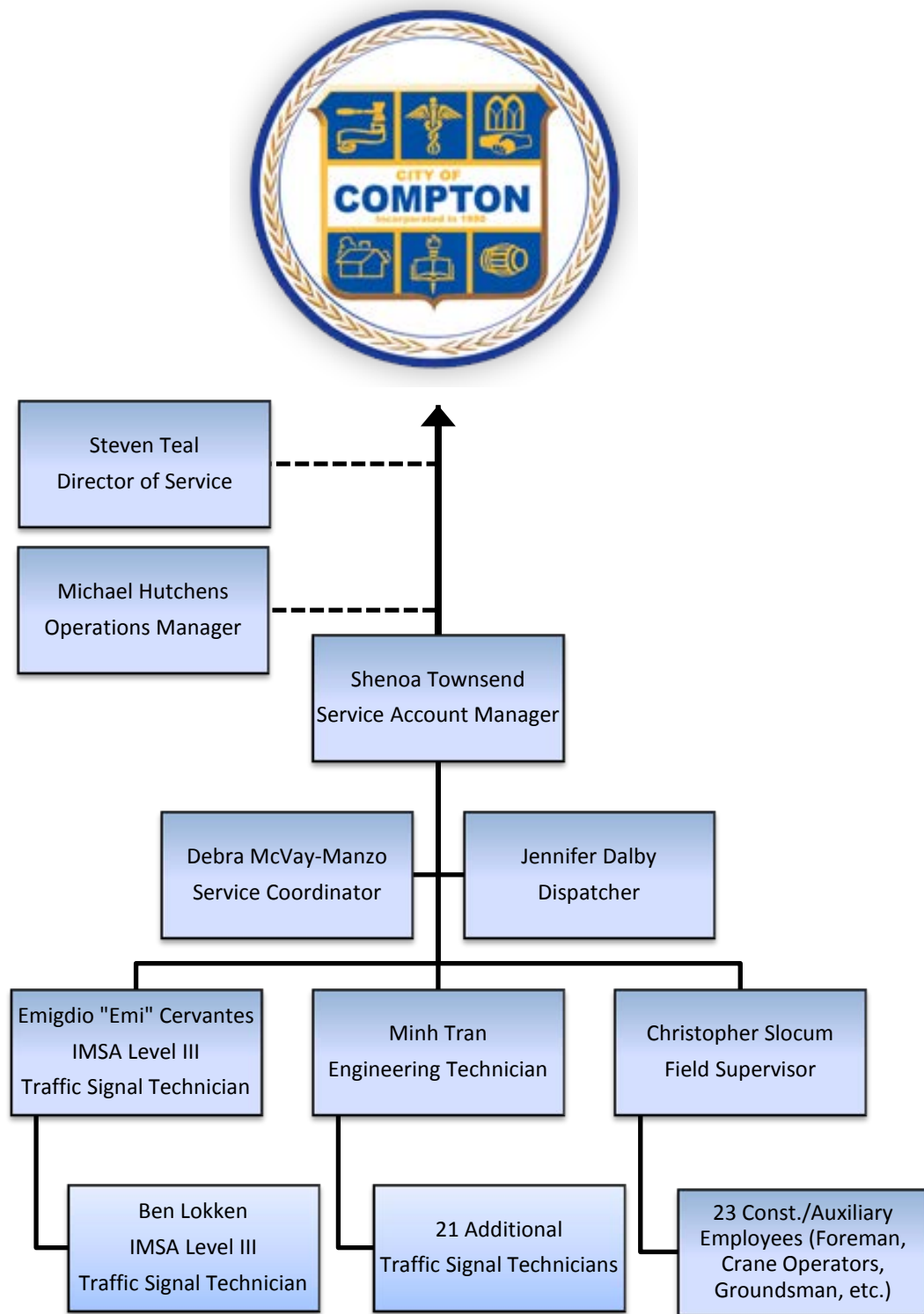
Warehouse & Office

1820 John Towers Ave., Suite A
El Cajon, CA 92020
Phone (619) 562-1104
Fax (619) 562-1125



2. Key Personnel/Qualifications

As required, Siemens will assign an appropriate number of traffic signal technicians to this contract as necessary to provide traffic signal maintenance services as outlined in the City's RFP. Our services will have available and readily accessible qualified personnel which meet or exceed the specified qualifications.



Resumes and General Information

If selected, Shenoa Townsend will be the Account Manager serving the City of Compton. Shenoa, her service coordinator (Debra McVay-Manzo), the area supervisor (Henry Graves) and most importantly your assigned Technicians, will be responsible for maintaining communication with the City regarding daily operation and maintenance of all traffic signal equipment. Our account management team as well as our field staff will work closely with you and your team in order to ensure that all of your requests are being effectively addressed. We make every effort to make certain that the City's staff is always aware of issues that are in need of attention.

Contract Management Team

	Shenoa Townsend, Service Account Manager Shenoa has 13 years of experience with service coordinating and contract management related to traffic signal and streetlight maintenance. She has served as Service Coordinator, Senior Service Account Coordinator and now Service Account Manager. Shenoa is accountable for the overall contract performance in the Los Angeles and Ventura County areas, manages 8 field employees and will be responsible for the overall contract performance and day to day correspondence for this contract. If selected, Shenoa will be directly responsible for administering the contract and ensuring all maintenance activities are performed in line with the City's scope of work. Shenoa will be the first point of contact and can assist with all inquiries pertaining to the entire agreement.
Experience: - Service Account Manager, Siemens - 2015 to Present - Senior Service Account Coordinator, Siemens - 2012 to 2015 - Jr. Project Manager, Republic ITS - 2008 to 2012 <i>(acquired by Siemens in 2010)</i> - Service Coordinator, Republic ITS - 2005 to 2008	Other Industry Certifications: - Microsoft Word/Excel - Adobe Products - Microsoft Project - SAP (ERP System)
	Debra McVay-Manzo, Service Coordinator Debra has 6 years of experience maintaining customer contracts and providing support to the management and field execution team. She is well versed in many software applications and systems including, but not limited to, Microsoft Excel, Word, Outlook, Live Meeting, SAP ERP systems, Mcompanion, and SharePoint. Debra is responsible for day to day coordination, dispatching, Customer billing, and supports Shenoa and the field technicians with all other topics.
Experience: - Service Coordinator, Siemens - 2014 to Present - Administrative Support, Siemens - 2012 to 2014	Other Certifications: - SAP (ERP System)
	Henry Graves, Maintenance Field Supervisor Henry has 32 years of experience maintaining and repairing traffic signal and streetlight systems. He is extremely knowledgeable with all field elements including, but not limited to, traffic signal rewiring, underground conduit installation, traffic signal modifications, pole foundation removal and installation, complete traffic signal installation, and routine/emergency maintenance response. Henry will be responsible for supporting the Service Account Management Team with monitoring maintenance field activities, site inspections, and scheduling maintenance technicians.
Experience: - Field Supervisor, Siemens - 2010 to Present - Maint. Superintendent, Republic ITS - 2004 to 2010 <i>(acquired by Siemens in 2010)</i> - Utility Supervisor, Signal Maintenance, Inc. - 2000 to 2004 <i>(acquired by Republic in 2004)</i> - Utility Lead, Signal Maintenance, Inc. - 1995 to 2000 - Utility Worker, Superior Signal Services - 1986 to 1995	 - IMSA Work Zone Safety

Field Maintenance Team

Siemens will assign one primary IMSA certified Level III traffic signal technician to perform the cities routine preventive maintenance for each traffic signal. Your primary technician will also be responsible for responding to calls within normal business hours. We will assign a secondary IMSA Level III traffic signal technician to provide back up support in the event your primary technician is unavailable (i.e. vacation, sick days, jury duty, etc.).

Siemens Mobility Inc. has a total of 7 certified Traffic Signal Technicians assigned to Los Angeles/Ventura Counties that will provide a 24-hour call service for unscheduled work and emergencies. Technicians responding to call outs outside of normal business hours will be qualified and at least an IMSA Level II certified technician. Each technician in the area (including your primary technician) will be involved in the weekly call rotation which starts Monday at 7:00am and ends the following Monday at 7:00am.

Primary Technician

	Emigdio “Emi” Cervantes, Traffic Signal Technician Emi has over 15 years of experience with all aspects of traffic signal and streetlight maintenance and repair. Emi is proficient with all video detection systems, communication technology, and all other aspects of traffic signal and streetlight maintenance and troubleshooting.
Experience: - Traffic Signal Technician, Siemens - 2010 to Present - Traffic Signal Technician, Republic ITS - 2005 to 2010 <i>(acquired by Siemens in 2010)</i> - Traffic Signal Technician, Team Econolite – 2003 to 2005	 Your Partner in PUBLIC SAFETY - IMSA Work Zone Safety - IMSA Level I, II, III Certified Traffic Signal Technician Other Industry Certifications: - NEC Certified ▪ Cert. No. E-133519-G ▪ Expires 07/02/2019 - Bucket Truck Certified - Econolite ASC3 Controller Certified - Econolite Autoscope Certified - ATSI CMU/MMU Test Equipment Certified

Secondary Technician

	Ben Lokken, Traffic Signal Technician Ben has over 16 years of experience in traffic signal maintenance, with extensive experience on both 170E and NEMA controllers as well as a wide range of additional traffic control devices used throughout the City. Traffic signal wiring, loop detection, video detection, emergency vehicle and railroad preemption and much more.
Experience: - Traffic Signal Technician, Siemens - 2010 to Present - Traffic Signal Technician, Republic ITS - 2005 to 2010 <i>(acquired by Siemens in 2010)</i> - Traffic Signal Technician, Santa Barbara County - 2002 to 2005	 Your Partner in PUBLIC SAFETY - IMSA Work Zone Safety - IMSA Level I, II, III Certified Traffic Signal Technician Other Industry Certifications: - Bucket Truck Certified - ATSI CMU/MMU Test Equipment Certified

Management Contacts

Michael Hutchens is the Southwest Area Operations Manager and is responsible for all operations in California and directly manages the service team that, if selected, would be managing the day to day traffic signal maintenance activities in the City of Compton. Steven Teal, the Director of Service for Siemens Mobility Inc., is heavily involved in the operations and is available as an escalation point if ever necessary. Both Michael and Steven have signatory authority and are authorized to execute legal documents on behalf of Siemens Mobility, Inc.



Steven M. Teal, Director of Service (U.S.)

Steven has had a long, productive, and successful career in the traffic signal maintenance and repair industry. Currently he assumes the accountability for overall profits and losses for the complete Customer Service (CS) business nationwide with responsibility for 60 office employees, management of 250 field employees and over 250 municipal traffic signal and street lighting maintenance contracts. Steven is involved in the local operations and will provide technical support to the local contract management team.

We feel it's important that Customers have the ability to voice opinions, concerns, and compliments to our senior managers, therefore Steven will be available to you as a top level escalation point.

Experience:

- Director of Service (U.S.), Siemens - October, 2015 to Present
- Southwest Operations Manager, Siemens - 2012 to 2015
- Regional Manager, Republic ITS - 2007 to 2012 (*acquired by Siemens in 2010*)
- Operations Manager, Republic ITS - 2006 to 2007
- Project Manager, Republic ITS - 2004 to 2006
- Maint. Manager, Signal Maintenance, Inc. - 2003 to 2004 (*acquired by Republic ITS in 2004*)
- Lead Traffic Signal Technician, Signal Maintenance, Inc. - 2001 to 2003
- Traffic Signal Technician, Signal Maintenance, Inc. - 1998 to 2001



- IMSA Work Zone Safety
- IMSA Level I, II, III Certified Traffic Signal Technician
- IMSA Associate Member

Other Industry Certifications:

- Microprocessors
- Iteris Video Detection



Michael Hutchens, Area Operations Manager

Mike has over 24 years of extensive experience in both the technical and construction related aspects of the traffic signal and streetlight maintenance industry. He has served in many different capacities with increasing responsibility as he has shown himself to be thorough, professional and competent through the years from field laborer to project management, and most recently Operations management. Mike is responsible for overall profits and losses for the Southwest US territory with responsibility for 30 office employees, management of 70 field employees and 115 traffic signal and street lighting maintenance Customers. Mike is directly involved in the day to day operations. Mike will support the contract management team and also serve as the City's first point of escalation, if necessary.

Experience:

- Operations Manager, Siemens - November, 2015 to Present
- Senior Service Account Manager, Siemens - 2010 to 2015
- Sr. Project Manager, Republic ITS - 2006 to 2010 (*acquired by Siemens in 2010*)
- Maintenance Operations Manager, Team Econolite - 2003 to 2006
- Chief Estimator, US Traffic Corporation - 1998 to 2003
- Utility Technician, Signal Maintenance, Inc. - 1994 to 1998



- IMSA Work Zone Safety
- IMSA Level I, II, III Certified Traffic Signal Technician

Additional Resources

In addition to the previously mentioned technicians, Siemens has 21 additional traffic signal technicians (mostly IMSA III certified) located in the Orange, Riverside and San Bernardino County areas. We also employ over 20 key construction personnel for major repairs. These include certified crane operators, dedicated utility locators for (USA) Dig Alert service and Corning certified fiber optic technicians.

The following list is a complete listing of all available technicians with corresponding certifications.

SOUTHERN CALIFORNIA ROSTER			IMSA					nec	
Area	Employee Name	Position/Title	Workzone Safety	Level I Technician	Level II Technician	Level III Technician	Level III Bench	Inspector	NEC
Managers/ Supervisors	Steven Teal	Director of Service	✓	✓	✓	✓			
	Michael Hutchens	Area Operations Manager	✓	✓	✓	✓			
	Jeffrey Pierce	Service Account Manager	✓	✓	✓	✓			
	Christopher Slocum	Field Supervisor (Construction/Utility)	✓						✓
	Henry Graves	Field Supervisor (Maintenance)	✓						
Orange County	Rodrigo Gonzalez	Traffic Signal Technician	✓	✓	✓	✓	✓		✓
	Kevin Daxon	Traffic Signal Technician	✓	✓	✓	✓		✓	✓
	Niam Yanie	Traffic Signal Technician	✓	✓	✓	✓			✓
	Francisco Alvarado	Traffic Signal Technician	✓	✓	✓	✓			
	William Eichmann	Traffic Signal Technician	✓	✓	✓				
	Rodney Ford	Sound/Communications Technician	✓						
	David Elias	Traffic Signal Technician	✓						
San Diego County	Ricardo Hernandez	Traffic Signal Technician	✓	✓	✓	✓			
	Benjamin Phillips	Traffic Signal Technician	✓	✓	✓				
	Timothy Kosman	Traffic Signal Foreman	✓	✓	✓				
	Raphael Lopez	Street Light Technician	✓						
San Bernardino/ Riverside County	Samson Monte	Lead Traffic Signal Technician	✓	✓	✓	✓	✓		✓
	Timothy Walker	Lead Traffic Signal Technician	✓	✓	✓	✓			✓
	Alberto Ramirez	Traffic Signal Technician	✓	✓	✓	✓			✓
	Jorge Luviano	Traffic Signal Technician	✓	✓	✓	✓			
	Neale Ramos	Traffic Signal Technician	✓	✓	✓	✓			
	Gabriel Knutson	Traffic Signal Technician	✓	✓	✓	✓			✓
	Brandon Meidl	Traffic Signal Technician	✓	✓	✓				
	Gerardo Anguiano	Traffic Signal Technician	✓	✓	✓	✓	✓		✓
Los Angeles/ Ventura County	Linda McNeill	Traffic Signal Technician	✓	✓	✓	✓			
	Emigdio Cervantes	Traffic Signal Technician	✓	✓	✓	✓			
	Michael Ortega	Traffic Signal Technician	✓	✓	✓	✓			
	Ben Lokken	Traffic Signal Technician	✓	✓	✓	✓			
	Yolanda Bejarano	Traffic Signal Technician	✓	✓	✓				
	Jacob Gamboa	Traffic Signal/Street Light Groundman	✓						
	Minh Tran	Engineering Technician/Specialist	✓	✓	✓	✓	✓	✓	✓
Specialist/ Technical Support	Matthew Hullin	Traffic Signal Specialist/Lab Technician	✓	✓	✓	✓	✓		
	Nathaniel Baker	Traffic Signal/Fiber Optics Technician	✓	✓	✓				
	Son Le	Streetlight/Traffic Signal Technician	✓	✓	✓	✓			✓
Construction & Utility Support	Christopher Franco	Streetlight/Traffic Signal Technician	✓	✓	✓	✓			✓
	Colin Landis	Streetlight/Traffic Signal Technician	✓	✓	✓	✓			
	David Molino	Traffic Signal Construction Foreman	✓	✓					✓
	Cecil Terry Jr.	Traffic Signal Construction Foreman	✓						✓
	Craig Yanes	Traffic Signal Foreman, Loop Crew Lead	✓						
	Hugo Munoz	Traffic Signal Foreman, Crane Operator	✓						
	Jeff Willis	Traffic Signal/Street Light Groundman	✓	✓	✓				
	Chad Newton	Traffic Signal Groundman, Crane Operator	✓	✓	✓				
	David Lakeman	Traffic Signal Groundman, Crane Operator	✓						
	Jose Robles Herrera	Traffic Signal/Street Light Groundman	✓						
	Olsen Garcia	Traffic Signal Groundman, Loop Crew	✓						
	Johnathon Burgess	Traffic Signal/Street Light Groundman	✓						
	Brian Lucas	Traffic Signal/Fiber Optics Technician	✓						
	Frank Jaurigue	Traffic Signal/Street Light Groundman	✓						
	Herman Noriega	Traffic Signal/Street Light Groundman	✓						
	Mark Medina	Traffic Signal/Street Light Groundman	✓						
	Casey Garcia	USA Underground Utility Locator	✓						
	Raphael Vargas	Street Light Outage Checker							



3. Past Experience/References

Previous Experience

Client/Agency	Customer Address	Type of Work	Agency Contact Person	Telephone Number	Contract Status	Contract Amount
Cypress, City of	P.O. Box 609 Cypress, CA 95670	Traffic Signal Maintenance	Keith Carter	(714) 229-6750	Terminated	\$250,000.00
County of San Bernardino	825 E. 3rd Street San Bernardino, CA 92514	Traffic Signal Maintenance	Ed Petrie	(909) 387-8186	Terminated	\$436,917.00

References

Siemens has been extremely successful in retaining traffic signal, streetlight, and engineering customers due to our desire to offer the best possible customer service. We have an exemplary customer service track-record highlighted by our well-qualified field personnel, knowledgeable customer service representatives, and proprietary detailed monthly reports. We understand what is required to maintain a community's infrastructure and strive to exceed our customer's expectations.

Client/Agency	Customer Address	Type of Work	Agency Contact Person	Telephone Number	Customer Since	Contract Status	Contract Amount
Alhambra, City of	68 South First Street Alhambra, CA 91801	On-Call Traffic Signal Maintenance	Stan Hertel	(626) 570-5074	Jun-07	Ongoing	\$15,000.00
Anaheim, City of	200 South Anaheim Blvd Anaheim, CA 92805	On-Call Traffic Signal Maintenance	Jeff Swanson	(714) 412-9233	Oct-04	Ongoing	\$1,080,000.00
Apple Valley, Town of	14955 Dale Evans Pkwy. Apple Valley, CA 92307	Traffic Signal Maintenance	Mike Cadey	(760) 240-7000 ext. 7544	Oct-04	Ongoing	\$183,395.00
Arcadia, City of	11800 Goldring Road Arcadia, CA 91066	On-Call Traffic Signal Maintenance	David McVey	(626) 256-6676	Oct-04	Ongoing	\$44,470.00
Artesia, City of	18747 Clarkdale Ave Artesia, CA 90701	Traffic Signal Maintenance	C Hui Lei	(714) 974-7863	Dec-07	Ongoing	\$25,000.00
Azusa, City of	213 E. Foothills Blvd Azusa, CA 91702	Traffic Signal Maintenance	Carl Hassel	(626) 812-5064	Sep-88	Ongoing	\$65,000.00
Banning, City of	99 Ramsey Street Banning, CA 92220	Traffic Signal Maintenance	Kahono Oei	(951) 922-3130	Feb-96	Ongoing	\$25,000.00
Bartow, City of	220 East Mountain View St, Suite A Bartow, CA 92311	Traffic Signal Maintenance	Domingo D. Gonzales	(760) 255-5121	May-11	Ongoing	\$245,670.00
Cal Poly Pomona	3801 West Temple Avenue Pomona, Ca. 91768	Traffic Signal Maintenance	Earl Roberts	(909) 869-7659	Jul-10	Ongoing	\$1,000.00
Calabasas, City of	100 Civic Center Way Calabasas, CA 91302	Traffic Signal Maintenance	Ryan Thompson	(818) 224-1673	Jun-11	Ongoing	\$50,000.00
Calimesa, City of	908 Park Avenue Calimesa, CA 92520	Traffic Signal Maintenance	Bob French	(909) 795-9801 ext. 235	Oct-04	Ongoing	\$25,000.00
Chino, City of	13220 Central Ave Chino, CA 91710	Traffic Signal Maintenance	Mario Flores	(909) 598-9828	Jul-12	Ongoing	\$918,374.00
Colton, City of	650 No La Cadena Drive Colton, CA 92324	Traffic Signal Maintenance	Victor Ortiz	(909) 370-5065	Jul-08	Ongoing	\$87,120.00
Commerce, City of	2535 Commerce Way Commerce, CA 90040	Traffic Signal Maintenance	Victor San Lucas	(323) 722-4805 Ext. 2206	Oct-04	Ongoing	\$50,000.00
Corona, City of	400 South Vicente Ave. Corona, CA 92882	On-Call Traffic Signal Maintenance	Gabriel Hernandez	(951) 909-9286	Apr-04	Ongoing	\$125,000.00
Costa Mesa, City of	77 Fair Drive Costa Mesa, CA 92628	Traffic Signal Maintenance	David Cho	(714) 754-5017	Mar-11	Ongoing	\$347,016.00
Cudahy, City of	5220 Santa Anna Street Cudahy, CA 90201	Traffic Signal & Streetlight Maintenance	Grieg Castanon	(323) 773-5143	Jun-85	Ongoing	\$15,000.00
Dana Point, City of	33282 Golden Lantern Dana Point, CA 92628	Traffic Signal Maintenance	Matt Sinacori	(949) 248-3574	Jul-02	Ongoing	\$35,000.00
Desert Hot Springs, City of	69950 Pierson Blvd Desert Hot Springs, CA 92240	Traffic Signal Maintenance	Scott Wittig	(760) 329-6411	Mar-11	Ongoing	\$4,000.00
Diamond Bar, City of	21825 E. Copley Drive Diamond Bar, CA 91765	Traffic Signal Maintenance	David Liu	(909) 839-7041	Sep-00	Ongoing	\$150,000.00
Fountain Valley, City of	10200 Slater Ave. Fountain Valley, CA 92708	Traffic Signal Maintenance	Temo Galvez	(714) 599-4517	Oct-00	Ongoing	\$100,000.00
Garden Grove, City of	11222 Acaoa Parkway Garden Grove, CA 92640	On-Call Traffic Signal Maintenance	Rosemarie Jacot	(714) 741-5000	Feb-12	Ongoing	\$300,000.00
Gardena, City of	1700 West 162nd Street Gardena, CA 90247	On-Call Traffic Signal Maintenance	Jon Felix	(310) 217-9642	Sep-98	Ongoing	\$5,000.00
Glendale, City of	693 East Broadway, Room 300 Glendale, CA 91206	Traffic Signal Maintenance	Wayne C. Ko	(818) 548-3960 ext. 8365	Jul-08	Ongoing	\$949,000.00
Golden Rain Foundation	13533 Seal Beach Blvd Seal Beach, CA 90740	Traffic Signal Maintenance	Mark Weaver	(562) 431-6586	Dec-91	Ongoing	\$5,000.00
Hermosa Beach, City of	1515 Valley Drive Hermosa Beach, CA 90254	On-Call Traffic Signal Maintenance	Frank Senteno	(310) 318-0259	Sep-98	Ongoing	\$1,000.00
Hesperia, City of	15776 Main Street Hesperia, CA 92345	On-Call Traffic Signal Maintenance	Scott Smith	(760) 947-1814	Jul-03	Ongoing	\$15,000.00
Highland, City of	27215 Base Line Highland, CA 92346	Traffic Signal Maintenance	Dennis Barton	(909) 864-8861 ext. 251	Jul-02	Ongoing	\$5,000.00
Huntington Beach, City of	2000 Main St Huntington Beach, CA 92648	Streetlight Maintenance	Bob Stachelski	(714) 536-5523	Jul-17	Ongoing	\$2,250,000.00
Indio, City of	99-101 Avenue 45 Indio, CA 92201	On-Call Traffic Signal Maintenance	Ben Salazar	(760) 347-1058	Jul-06	Ongoing	\$25,000.00
Irvine, City of	6427 Oak Canyon #3 Irvine, CA 92618	Traffic Signal Maintenance	Dave Flanagan	(949) 724-7884	Sep-98	Ongoing	\$850,826.00
La Habra, City of	201 West La Habra Blvd La Habra, Ca 90633	Traffic Signal Maintenance	Nelson Wong	(562) 905-9622	Jul-10	Ongoing	\$99,000.00
La Puente, City of	15900 E. Main Street La Puente, CA 91744	Traffic Signal Maintenance	Ricardo Carrillo	(626) 855-1500	Jan-09	Ongoing	\$55,000.00
La Quinta, City of	78-495 Calle Tampico La Quinta, CA 92553	On-Call Traffic Signal Maintenance	Kris Gunterson	(760) 777-7051	Sep-08	Ongoing	\$1,000.00
Laguna Woods, City of	24264 El Toro Road Laguna Woods, CA 92657	Traffic Signal Maintenance	Douglas C. Reilly	(949) 452-0600	Oct-09	Ongoing	\$45,000.00
Lomita, City of	24300 Narbonne Lomita, CA 90717	Traffic Signal & Streetlight Maintenance	Gregory McPherron	(310) 325-7110	Feb-03	Ongoing	\$5,000.00
Malibu, City of	29815 Stuart Ranch Road Malibu, CA 90265	Traffic Signal Maintenance	Richard Calvin	(310) 456-2489	May-98	Ongoing	\$7,920.00

Client/Agency	Customer Address	Type of Work	Agency Contact Person	Telephone Number	Customer Since	Contract Status	Contract Amount
Maywood, City of	4319 East Slauson Avenue Maywood, CA 90270	Traffic Signal Maintenance	Ed Ahrens	(323) 562-5024	Aug-79	Ongoing	\$20,000.00
Montebello, City of	1600 West Beverly Blvd. Montebello, CA 90640	Traffic Signal Maintenance	Sam Kouri	(323) 887-1462	Sep-99	Ongoing	\$150,000.00
Moorpark, City of	799 Moorpark Ave Moorpark, CA 93021	Traffic Signal Maintenance	Michael Nazto	(805) 529-6864	Jul-87	Ongoing	\$20,000.00
Newport Beach, City of	3300 Newport Blvd. Newport Beach, CA 92663	Traffic Signal Maintenance	Bryan Loo	(949) 644-3324	Oct-04	Ongoing	\$280,000.00
Newport Beach, City of	100 Civic Center Drive Newport Beach, CA 92660	Streetlight Maintenance	Anthony Nguyen	(949) 644-3080	Aug-17	Ongoing	\$280,000.00
Norco, City of	1281 Fifth Street Norco, CA 92860	Traffic Signal Maintenance	William Thompson	(951) 270-5601	Dec-06	Ongoing	\$25,000.00
Ontario, City of	303 E. B Street Ontario, CA 91764	Traffic Signal Maintenance	Mauricio Diaz	(909) 395-2151	Jul-06	Ongoing	\$497,124.50
Ontario, City of	303 E. B Street Ontario, CA 91764	Streetlight Maintenance	Patrick Malloy	(909) 395-2600	Oct-04	Ongoing	\$568,485.00
Orange County Transportation Authority	550 South Main Street Orange, CA 92663	Call Box Maintenance	Patrick Sampson	(714) 560-5425	Jul-09	Ongoing	\$300,000.00
Palm Desert, City of	73510 Fred Waring Drive Palm Desert, CA 92260	Traffic Signal Maintenance	Robert Becerra	(760) 346-0611	Feb-06	Ongoing	\$100,000.00
Placentia, City of	401E Chapman Ave Placentia, CA 92870	Traffic Signal Maintenance	Mark Miller, P.E.	(714) 992-2990	Aug-12	Ongoing	\$125,000.00
Port Hueneme, City of	746 Industrial Ave. Port Hueneme, CA 93041	Traffic Signal Maintenance	Rita Turbyville	(805) 986-6507	Jul-96	Ongoing	\$25,000.00
Poway, City of	P.O. Box 789 Poway, CA 92074	Streetlight Maintenance	Diane Mann	(858) 668-4640	Jul-13	Ongoing	\$50,000.00
Poway, City of	P.O. Box 789 Poway, CA 92074	Traffic Signal Maintenance	Diane Mann	(858) 668-4640	Jul-16	Ongoing	\$75,000.00
Rancho Cucamonga, City of	10500 Civic Center Dr. Rancho Cucamonga, CA 91729	Traffic Signal Maintenance	Ernie Ruiz	(909) 477-2700	Oct-04	Ongoing	\$828,050.00
Rancho Mirage, City of	68-825 Highway 111 Rancho Mirage, CA 92270	Traffic Signal Maintenance	Bill Harrison	(760) 770-3224	May-04	Ongoing	\$10,000.00
Rolling Hills Estates, City of	4045 Palos Verdes Drive N. Rolling Hills, CA 90274	Traffic Signal Maintenance	Greg Grammer	(310) 377-1577	Feb-99	Ongoing	\$50,000.00
San Bernardino Waste	222 West Hospitality San Bernardino, CA 92415	Traffic Signal Maintenance	Brooks Webb	(909) 386-8915	Nov-08	Ongoing	\$15,000.00
San Fernando, City of	117 Macneil Street San Fernando, CA 91340	On-Call Traffic Signal Maintenance	Michael Walker	(818) 898-1297	Oct-04	Ongoing	\$55,000.00
San Marino, City of	2200 Huntington Drive San Marino, CA 91108	Traffic Signal Maintenance	Dean Warner	(626) 960-1889	Jan-99	Ongoing	\$25,000.00
Santa Paula, City of	970 Ventura St. Santa Paula, CA 90960	Traffic Signal Maintenance	Clifford Finley	(805) 933-4298	Jun-06	Ongoing	\$100,000.00
Seal Beach, City of	211 Eighth Street Seal Beach, CA 90740	Traffic Signal Maintenance	Bill Moran	(562) 493-8660	Oct-04	Ongoing	\$49,768.00
Shafter, City of	336 Pacific Avenue Shafter, CA 93263	Traffic Signal Maintenance	Michael James	(661) 746-2065 Ext 118	Mar-92	Ongoing	\$2500.00
Simi Valley, City of	2529 Tapo Canyon Road Simi Valley, CA 93063	Traffic Signal Maintenance	Dave Medina	(805) 583-6700	Aug-03	Ongoing	\$200,000.00
Solana Beach, City of	635 South Highway 101 Solana Beach, CA 92075	Streetlight Maintenance	Steve Kerr	(858) 720-2400	Jul-11	Ongoing	\$29,700.00
Solana Beach, City of	635 South Highway 101 Solana Beach, CA 92075	Traffic Signal Maintenance	Steve Kerr	(858) 720-2400	Jul-11	Ongoing	\$24,700.00
South El Monte, City of	1415 Santa Anita Ave South El Monte, CA 91733	Traffic Signal Maintenance	Patrick Lang	(626) 579-6540	Aug-95	Ongoing	\$50,000.00
South Pasadena, City of	825 Mission Street South Pasadena, CA 91030	Traffic Signal Maintenance	Gabriel Nevarez	(626) 403-7379	Mar-87	Ongoing	\$49,000.00
Southern California Edison	P.O. Box 128, Mail Stop W47 San Clemente, CA 92672	Traffic Signal Maintenance	Tony Jaime	(800) 332-3612	Jan-03	Ongoing	\$2500.00
Stanton, City of	7800 Katella Avenue Stanton, CA 90680	Traffic Signal Maintenance	Quang Le	(714) 579-9222 Ext 205	Sep-11	Ongoing	\$40,000.00
Twentynine Palms, City of	P.O. Box 595 Twentynine Palms, CA 92277	Traffic Signal Maintenance	Jose Nieves	(760) 367-7623	Jul-88	Ongoing	\$5,000.00
University of California, Irvine (UCI)	200 Public Services Building Irvine, CA 92697	Traffic Signal Maintenance	Kevin Tobin	949-824-0967	Oct-04	Ongoing	\$50,000.00
University of California, Los Angeles (UCLA)	555 Westwood Plaza, Suite 185 Los Angeles, CA 90095	Traffic Signal & Count Station Maintenance	Piyali Chaudhuri	(310) 206-8564	May-12	Ongoing	\$12,000.00
Villa Park, City of	1785 Santiago Blvd Villa Park, CA 92861	Traffic Signal Maintenance	Jared L. Hildenbrand	(714) 998-1500	Jan-87	Ongoing	\$5,000.00
Vista, City of	1165 E. Taylor Street Vista, CA 92084	Traffic Signal & Streetlight Maintenance	Dennis Dudek	(760) 726-1340 Ext 1631	Jul-11	Ongoing	\$54,166.10
West Covina, City of	1444 West Garvey Ave West Covina, CA 91790	On-Call Traffic Signal Maintenance	Carlos Dominguez	(626) 939-8784	Sep-98	Ongoing	\$2,500.00
West Hollywood, City of	8300 Santa Monica Blvd West Hollywood, CA 90069	Rapid Flash Beacon Maintenance	Eric Millsap	(323) 848-6368	Jul-13	Ongoing	\$10,000.00
Wildomar, City of	23873 Clinton Keith Road, Suite 201 Wildomar, CA 92596	Traffic Signal Maintenance	Jon Crawford	(951) 990-3600	Jul-09	Ongoing	\$25,000.00
Wildan Engineering	10250 Iron Rock Way Elk Grove CA 95624	USA DigAlert	John Pumphrey	(916) 687-3064	Dec-11	Ongoing	\$350,000.00
Yucca Valley, Town of	58928 Busines Center Dr. Yucca Valley, CA 92284	Traffic Signal Maintenance	Barbara Noble	(760) 369-6579	Aug-13	Ongoing	\$10,000.00



Sub-Contractor's Experience

We are not anticipating the need of any subcontractors with this contract. If it becomes necessary, we will make sure the City is notified and all required information is provided ahead of any work being performed.

4. Understanding of Scope of Work and Work Proposal

Through multiple incarnations of this service business (SMI, Republic Electric and now Siemens Mobility Inc.) and numerous years of field and office experience in the area, our field and management personnel have developed a unique and broad perspective of the needs of the traffic signal maintenance industry in California.

With that stated, every contract is different and we strive to continually develop processes that not only comply with the requirements of the contracts that we serve, but to help fill the gaps and modify our processes as the needs for our clients evolve. Infrastructure changes, Siemens understands that and we as a company are highly adaptable to change.

Regarding the scope of work and services as outlined in the RFP documents, we are aware and intend to fully comply with this. We have a plethora of industry specific tooling that allows us to state with 100% confidence that we will have no problem in this area. This coupled with our strong relationships with industry leading subcontractors, allows us to service all aspects of this particular contract.

Scope of Work

It is always the goal of Siemens Mobility Inc. to hone our service around a Customer's needs. We understand that throughout the term of a contract of this type, those needs may change. We approach all of our contracts with the same vision; build a partnership with the City's staff and work towards achieving common goals set forth through that partnership. We realize that this is an ever evolving process and that is why we believe that the only successful route is through establishing these common goals. This methodology and a commitment to service will be applied to every aspect of our maintenance program for the City of Compton.

Routine Maintenance

Traffic Signal Locations – Monthly

Siemens will provide a continuing, comprehensive, routine maintenance program designed to eliminate or reduce the incidents of malfunctions, operational complaints and extend the useful life of the City's equipment. Our technicians will perform all required maintenance as outlined in the Scope of Work in the City's Request for Proposal.

Emergency Response

Emergency response call outs and unscheduled repairs are initiated by calling our toll free emergency phone number, **1-800-229-6090** (this will be a live dispatcher 24 hours a day, 7 days a week).

Our technicians are equipped to handle traffic signal system repairs including, but not limited to:

- | | |
|--------------------------------------|--|
| - Downed signal heads and poles | - Safety lighting outages |
| - Blacked out Intersections | - Phasing and detection calls |
| - Intersections in flash | - Underground wiring troubleshooting |
| - Burned out lamps/LEDs | - Planned power outages |
| - Damaged controller and/or cabinets | - Other operational equipment related issues |

When dispatched, the technician will arrive within the below contracted response time to assess and correct the reported problem.

- Emergency and accident maintenance – one (1) hour
- Replacement of burned out signal faces – two (2) hours
- All other signal maintenance – twenty-four (24) hours
- Safety Lighting – forty-eight (48) hours
- Illuminated Street Name Signs – forty-eight (48) hours

Extraordinary Services

In addition to our preventative maintenance program and emergency response capabilities, Siemens will provide other extraordinary services in accordance with the City's requirements. These services may include, but are not limited to: traffic signal loop replacements, repair and replacement of illuminated street name signs, damaged underground conduit and/or signal conductors (including signal interconnect), traffic signals and poles, battery back-up equipment (including replacement of batteries), in-pavement flashing pedestrian crosswalk warning lights, and other improvements or modifications performed with prior approval.

Our Approach

Our approach is simple; we work diligently with our cities to develop and evolve the systems of communication and to hone in on their needs as a customer. It is always the goal of Siemens Mobility Inc. to structure our service around each individual Customer's needs. We understand that throughout the term of a contract of this type, those needs may change so we approach all of our contracts with the same simple vision; build a partnership with the City's staff and work towards achieving common goals set forth through that partnership. This is an ever evolving process and that is why we believe that the only successful route is through establishing these common goals. Our methodology and a commitment to service will be applied to every aspect of our services for the City of Compton and we strive to continually evolve this concept.

Response times as requested in the RFP are easily met due to the City of Compton's central location to our territory here in Southern California. We have a large staff and a customer base that allows us to be near or even in the city at all times. Response times of less than one hour are commonplace with our service group and are what we strive for. These times would simply not be possible if not for the fact that we have numerous highly qualified technicians, all equipped with bucket trucks and a rolling stock of materials, working throughout the territory. In a nutshell, if we aren't already there, we are always nearby which makes the one hour as requested in the RFP very easy to accommodate.

As stated above, response times are not an issue; this pertains to after-hours calls as well. All of our staff live throughout the area and take their vehicles home daily. We have numerous on-call technicians working/ available 24 hours a day. Both our standard phone lines and our toll free **1 (800) 229-6090** are answered around the clock 365 days a year. We also encourage direct contact with individuals responsible for the contract such as the technician or superintendent in the event that the city believe that information can more easily transferred.

As previously stated, our new Anaheim location is located just 22 miles from Compton City Hall near Disneyland. This location is a fully functioning warehouse complete with a yard and office and will serve as the primary source of materials and equipment needed to service the City of Compton's needs. The warehouse at this location stocks over \$500,000.00 in inventory including new controllers, cabinets, signals, luminaries and most necessary ancillary devices. Though most of our staff keeps plenty of equipment on their trucks, if the need arises, this location can be easily accessed around the clock 365 days a year as a source of additional inventory that is readily available. With our Riverside Warehouse/Test and repair facility just 58 miles east of the city near the intersection of the 91 and 60 freeway housing another \$600,000.00 in readily available equipment as an additional resource.

What Sets Siemens Apart

Though there are many reasons we feel that we are the best choice, listed in the following pages are just some of the remaining highlights that we feel we make us the better prepared and more qualified service provider to serve the needs of the City of Compton.

Testing Services

Our laboratories specialize in controller and cabinet system testing and support services including, but not limited to conflict monitor testing and certification. Siemens' local testing facility is located in Riverside, California. Our facility have the ability to test and certify more than five (5) TS-1 or TS-2 Type control cabinet assemblies simultaneously. Our laboratory has all tools and spare parts available to allow our lab technicians to troubleshoot, test and repair typical traffic signal controllers and apparatus as long as it's found to be both economically and time wise beneficial to the City.

Our facilities service all types and brands of traffic signal control equipment including Caltrans Standard, NEMA TS-1 and TS-2 and ITS equipment. Siemens' laboratory personnel include degreed IMSA certified traffic signal technicians and certified Electricians. Our Field technicians perform all traffic signal related tasks with decades of cumulative traffic signal test and repair experience.



Fiber Optic Repair, Installation, Maintenance Services

Siemens has a dedicated fiber optic placement, troubleshooting, and emergency repair team available for the City of Compton. The team is fully equipped to perform OTDR testing, troubleshooting, fusion splicing, and any documentation needs for the City. Siemens' fiber optic team was responsible for successfully upgrading all CCTV cameras and bringing in the fiber optic infrastructure into the new Caltrans District 8 Traffic Management Center in San Bernardino.

Material Inventory

Siemens maintains an extensive inventory of traffic signal and streetlight equipment including controllers, cabinets, load switches, signal heads, poles, LED indications, luminaries (HPS, MH, MV LPS and LED), service enclosures, controller cabinets and other miscellaneous parts. This extensive inventory combined with our vast experience and testing facilities enable Siemens to repair or replace damaged equipment expeditiously and professionally.



Siemens employees will be equipped with all spare parts necessary to place a signal system back in operation for all trouble calls, including sensing devices for induction loop detectors. No permanent or temporary change of controller mechanisms will be done without prior approval of the City except in case of an emergency. Siemens will notify the City that the equipment was removed and replaced with approved spare equipment. Inventory levels are maintained in order to accommodate each individual Customer's needs. Siemens continually monitors and modifies inventory levels as required by current maintenance and repair.

Spare equipment available to the City of Compton

Below is a list of spare equipment that is on-hand and available for the City of Compton:

- 15 – Model 170E signal controllers
- 10 – 2070 controllers
- 25 – NEMA controllers (such as Econolite ASC3, ASC2-S, Siemens M50, M60, and Traconec 390CJ)
- 25 – 24VDC Power Supply
- 25 – Malfunction Management Units (MMU)
- 20 – Conflict Monitors (CMU)
- 30 – Flash Transfer Relays
- 150 – Load Switches
- 60 – Detectors
- 250+ of each type – Replacement LED lamps (Red/Yellow/Green)
- 250+ – LED pedestrian signals
- Ordered on an as-needed basis (15+ batteries in stock) – Speed feedback and batteries
- 50 – ADA compliant pedestrian activation buttons

USA Dig Alert

Siemens has in-house underground utility locators that will respond to all Underground Service Alert (USA) requests/notices or at the request of City staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduit; interconnect facilities, loops, street light conduits, and other appurtenant equipment which may conflict with other right-of-way construction or repairs. Our technicians are equipped and certified with the proper locating devices provided by Metrotech.



Loop Installation

Siemens is one of the only local maintenance providers with an in-house Loop installation crew. We have the capability to handle any size loop installation job from a single loop to a full intersection on relatively short notice.

Industry Specific Tools

Siemens owns the following equipment used for various ITS components:

- Two ATSI PCMT 8000 Conflict Monitor (CMU) and Malfunction Monitor (MMU) Test and Certification Units
- Two ATSI PCMT 2600 Conflict Monitor (CMU) and Malfunction Monitor (MMU) Test and Certification Units
- Fiber Optic Fusion Splicer w/ Cleaver
- OTDR Tester
- LED lumens Testers/various brands
- Multiple Metrotech Underground Locators (USA Dig Alert)



Vehicles & Equipment

Siemens owns and operates approximately 100 service vehicles of various types and sizes in the State of California. The bulk of which is located in Southern California. All technicians are assigned vehicles which are taken home daily in order to ensure rapid response in case of emergency. To help ensure safety, Siemens uses hydraulic bucket trucks with aerial lifts which are OSHA approved, inspected and certified as required by law. All drivers are trained through the Sentry Program for Insulated Devices. In addition to bucket trucks, Siemens also owns many construction vehicles towable arrow boards, towable air compressors, towable changeable message signs, Bobcat with auger & backhoe attachments, all required hand tools, and many other items for maintenance and construction. The list below shows our fleet in Southern California and its respective proximity from the city of Compton.

Siemens Vehicles and Equipment

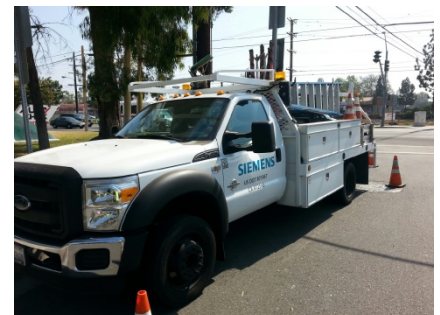
Area	Employee Name	Vehicle No.	Year	Make	Description
Technical Support	Minh Tran	V3061	2011	Ford	Pickup
	Matthew Hullin	V061	2014	Ram	Pickup
Orange County	Kevin Daxon	V079	2017	Ford	45' Insulated Bucket Truck
	Francisco Alvarado	V078	2017	Ford	45' Insulated Bucket Truck
	Niam Yanie	57-41570586	2017	Ford	45' Insulated Bucket Truck
	Rodrigo Gonzalez	V050	2013	Ford	Econoline Van
	Benjamin Phillips	77-36287313	2017	Ford	42' Insulated Bucket Truck
	William Eichmann	V074	2017	Ford	45' Insulated Bucket Truck
	David Elias	57-16707258	2011	Dodge	40' Non-Insulated Bucket Truck
San Bernardino/ Riverside County	Alberto Ramirez	V082	2017	Ford	45' Insulated Bucket Truck
	Christopher Franco	V083	2017	Ford	45' Insulated Bucket Truck
	Jorge Luviano	V081	2017	Ford	45' Insulated Bucket Truck
	Neale Ramos	47-22406942	2012	Ford	42' Insulated Bucket Truck
	Samson Monte	V084	2017	Ford	45' Insulated Bucket Truck
	Timothy Walker	V075	2017	Ford	45' Insulated Bucket Truck
	Brandon Meidl	57-16707256	2011	Dodge	40' Non-Insulated Bucket Truck
Los Angeles County	Gabriel Knutson	V085	2017	Ford	45' Insulated Bucket Truck
	Ben Lokken	47-19322329	2011	Ford	40' Non-Insulated Bucket Truck
	Gerardo Anguiano	V076	2017	Ford	45' Insulated Bucket Truck
	Emigdio Cervantes	57-20910276	2017	Ford	40' Non-Insulated Bucket Truck
	Linda McNeill	57-20910286	2012	Ford	42' Insulated Bucket Truck
	Micheal Ortega	V077	2017	Ford	45' Insulated Bucket Truck
	Dennis Kyle	57-16711733	2011	Dodge	40' Non-Insulated Bucket Truck
Utility/ Construction	Yolanda Bejarano	V197PK	2009	Ford	Econoline Van
	Christopher Slocum	V019	2017	Ford	45' Insulated Bucket Truck
	Colin Landis	V069	2017	Ford	45' Insulated Bucket Truck
	Son Le	57-20910290	2017	Ford	42' Insulated Bucket Truck
	Nathaniel Baker	57-27077547	2013	Ram	42' Insulated Bucket Truck
	Jeff Willis	57-41570570	2016	Ford	42' Insulated Bucket Truck
	Timothy Kosman	V070	2017	Ford	45' Insulated Bucket Truck
	David Molino	V037	2012	Ford	Utility/Construction Service Truck
	Pedro Yanez	V3060	2011	Ford	Utility/Construction Service Truck
	Cecil Terry Jr.	V034	2012	Ford	Utility/Construction Service Truck
	Craig Yanes	V015	2011	Ford	Utility/Construction Service Truck
	Hugo Munoz	V026	2012	Ford	Utility/Construction Service Truck
	Chad Newton	V036	2012	Ford	Utility/Construction Service Truck
	Johnathon Burgess	V6022	2009	Chev	Utility/ Const. Truck
	Jose Robles Herrera	57-39702400	2016	Ram	45' Insulated Bucket Truck
	Olsen Garcia	V031	2012	Ford	Utility/Construction Service Truck
	Casey Garcia	V251SZ	2012	Chev	Service Truck
	Mark Medina	V3064	2011	Ford	Pickup
	Michael De La Riva	V3052	2009	Ford	40' Non-Insulated Bucket Truck

Additional/Pooled Vehicles

Vehicle No.	Year	Make	Type	License
V093	2016	Ford	4 Yard Dump Truck	CA 37946C2
V052	2014	Freightliner	Crane Truck	CA 41167M1
V3063	2011	Ford	Pickup Truck	CA 89537C1
V3064	2011	Ford	Pickup Truck	CA 44932L1
V023	2005	Ford	3 Yard Dump Truck	CA 7R94547
V3033	2002	GMC	7 Yard Dump Truck	CA 7A52545
57-20910295	2012	Ford	42' Non Insulated Bucket Truck	CA NRF1-0915
47-11832323	2008	Ford	Utility/Construction Service Truck	IN 1093034

Available Construction Equipment

Equip. No.	Year	Type	License
AB588	2014	Arrow Board (Towable)	CA NRF1-0915
CCS1	2011	GP Concrete Saw (Circle Saw)	N/A
TR311	2004	MLBLT Trailer	CA 4KE1864
AB584	2014	Changeable Message Sign (Towable)	TBD
AB587	2014	Changeable Message Sign (Towable)	TBD
HM341	2000	Crafco Hot Melt Machine	TBD
AC313	1999	Ingersoll Rand DP Air Compressor	CA SE618073
AB321	1999	Allmand 25 Lamp SP Arrowboard (Towable)	TBD
TR511	1980	Cable Trailer	CA 2FE4803
M311	2009	Cimline Loop Sealing Hot Melt Machine	CA SE560124
VAC311	2009	Ditch Witch 800gal Vacuum (Towable)	CA 4LE8242
AC312	2008	Airman DP Air Compressor (Towable)	TBD
TR315	2007	Zieman 1170 Tilt Deck Trailer	CA 4JE2941
AC060131	2007	Sullair Air Compressor (Towable)	CA SE600037
TR312	2007	Individual Conductor (Wire) Trailer	CA 4FU2188
AC290018	2007	Sullair Air Compressor (Towable)	CA SE600038
AC321	2006	Sullair Air Compressor (Towable)	CA SE600034
AB312	2006	Allmand 25 Lamp SP Arrowboard (Towable)	CA SE613989
AC341	2005	Ingersoll Rand DP Air Compressor	CA SE600022



Communication and Teamwork

At Siemens, we are your partner. Our project management team as well as our field personnel will be constantly communicating with the City representatives and we will follow all communication/notification requirements as set forth and agreed upon. Routine monthly meetings will be key to ensure that everyone is on the same page, not only for system status but to make sure that we are on track with the City's budget and that we are serving the citizens of the City of Compton to the highest level possible.

Siemens employees working for the City will be equipped with any necessary communication devices in order to keep our City liaison(s) informed at all times. Currently, all of our staff is outfitted with an Android device that will enable them to send, and receive real-time information as well as text, email and phone capabilities.

Siemens recognizes that speed, efficiency, and comprehensive service are the keys to customer satisfaction in our industry. With this in mind, we are constantly seeking innovative ways to improve our service delivery. We have developed an in-house suite of applications that represent what we believe to be the forefront of customer account management and maintenance tracking in our industry.



Traffic Signal Service Management System

All maintenance activities will be documented on the cabinet log and in their handheld device which is wirelessly communicating to our maintenance server enabling our customers to view all progress in real time.

Siemens utilizes a proprietary management system that we refer to as **mCompanion**. This software is used to dispatch work orders and to track the progress of all work. Our technicians are now transmitting service response items (preventative maintenance, emergency calls, scheduled extraordinary repairs, etc.) in real-time back to our traffic signal maintenance and management system using a handheld device. This allows our customers to view all work orders in real time through our Customer Portal. This software also allows us to monitor many key performance items such as time arrived onsite, time of completion, materials used, and vehicle/equipment used. This information is then pulled into our internal processing system which features a secure web portal that the City can access in order to obtain progress on technician work for call outs and maintenance activities as well as a list of assets, asset map, real-time status of scheduled maintenance and service request calls, history per functional location, real-time equipment inventories, maps and event reporting as well as digital photographs of equipment. Detailed training of our management system is available anytime.

Back

Work Order Selection

Entered Date (from): 07/26/2017 Entered Date (to): 07/26/2017
Start Date (from): Start Date (to):
Finish Date (from): Finish Date (to):
Siemens WO #: 5003166772 Customer WO #:
Location / Text: Asset Type: All
Not fixed reason: Order Type: All
☐ Display only open service orders
Search

Reset	Month	Week	Open	Closed	Past Due	Compl. Maint.	Incompl. Maint.	Compl. Resp.	Incompl. Resp.	Download				
Siemens WO #	Asset Type	Customer WO #	Created on	Problem/Description	Due Date	Time	Started	Time	Completed	Time	Location	Locate	Work	Download
5003166772	Street Light		07/26/2017	TEST-500 BLOCK OF 13TH ST ALL ST/L'S B/O	07/26/2017	07:24 PM	07/26/2017	07:09 PM			City of Huntington Beach - General			

Green = Service order confirmed
Yellow = Service order partly confirmed
Red = Open service order
Blue = Service order could not be fixed

Customer Portal

SIEMENS

Welcome to Siemens IC MOL RCM CS
Customer Access Portal

Please log in with your Login ID and password.

Login ID:

Password:

Need assistance? Please [contact us](#).

Customer Access Portal - News

If you are using Internet Explorer 10, please switch to compatibility mode by pressing the little icon next to the URL. Only to make sure, that the application is running properly.

The Siemens Customer Service Portal gives our Customers access to:

- Monitor real-time status of routine maintenance and service calls.
- Location history (sort/filter by date, location, call type, etc.)
- Overall historical maintenance and repair data.
- Real-time equipment inventories, maps, event reporting.
- Asset management (includes digital photographs, GIS data, Google Street View application, etc.)

Technician Facing Application “mCompanion”

mCompanion - Siemens Industry US

Start

Call

- Overview
- Confirmation
- Confirmation History

Material Request

- Create Job
- Customer Feedback

PM Tasklist

- Overview

Material

- Availability
- Collection
- Collection Log

Stock Transfer

-

- Technicians are transmitting response and routine maintenance items in real-time back to our order management system using tablets/chrome books.
- Manage material (truck and warehouse stock availability, material ordering, truck to truck transfers, etc.)
- This software also allows us to monitor many key performance items such as time arrived onsite, time of completion, materials used, and vehicle/equipment used.
- The contractual scope of work and all maintenance activities are also available for technicians to review in order to ensure all tasks are completed within the specified timeframe.

Reporting and Record Keeping

Detailed Billing/ Activity Reports

In addition to our Customer Portal, which was outlined above, the City will receive a detailed billing report in PDF and Excel formats on or before the 15th day for the prior month. Each invoice will lists the description, response, caller information, and the labor, equipment and materials billed for each location.

TS B - Merrill / Bloomington / Riverside				
Date Completed: Fri, MAR/18/2016 01:00		Work Order #: 5002764108 Debit Memo Req.		
3801177197				
Description: NEC POLE KD * CALLER: PD				
Response: REMOVED DAMAGED EQUIPMENT. DRILLED & INSTALLED NEW 1D POLE, TV2T, TWO 3 SEC. PV HEAD S WITH ARROW LENSES, 2 R, 2 Y & 2 G PV LENS, COUNT-DOWN COMBO M8 LED. RE-USED PEDHEAD & PPB ASSY. REPLACED PPB AND DIRECTIONAL PLATE. OLD S/H WEREN'T PROGRAM. WILL FOLLO UP WITH BALL LENSES & PROGRAM S/H'S IF CITY WANT THEM PROGRAMMED.				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
ELECTRICIAN (RT)	12.000 H	@ per H	\$	\$ 0.00
ELECTRICIAN (OT)	8.000 H	@ per H	\$	\$ 0.00
ELECTRICIAN (PT)	6.000 H	@ per H	\$	\$ 0.00
SERVICE BUCKET TRUCK	26.000 H	@ per H	\$	\$ 0.00
MATERIALS	1 PC	@ per PC	\$	\$ 0.00
Visit Total			\$	\$ 0.00
Total			\$	\$ 0.00

We will maintain permanent service records at each signalized intersection documenting all preventative maintenance visits, as well as all ongoing work, operations and hardware malfunctions, repairs and configuration work. An example of our cabinet log (intersection record) is below:

Insurance Requirements

Siemens Mobility, Inc. and our insurance partners have reviewed the insurance requirements outlined in the RFP and fully intend to comply with the insurance requirements as set forth, should we be awarded the contract. Insurance Certificates can and will be acquired within the designated timeframe of ten days of contract award as noted. Please see sample certificate:

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

D. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM PARTICIPATION REQUIREMENT

The City of Compton is committed to fulfilling the spirit and intent of the Disadvantaged Business Enterprise (DBE) Program regulations published under Title 49 CFR Part 26; Participation by Disadvantaged Business Enterprises in Department of Transportation Programs. It is the policy of the City of Compton to ensure that disadvantaged business enterprises have equitable access to participate in all federally funded projects. Further, it is the policy of the City of Compton to promote equal opportunity and nondiscrimination on the basis of race, color, sex, or national origin in the award and/or performance of any federally funded, or in the administration of its DBE program or the requirements of 49 CFR Part 26. While the City is not requiring a specific DBE participation on this contract, DBE participation may be required in future CIP contracts, which are federally funded.

E. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any bidder or by any selected consultant. Each bidder shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this Request for Proposals. Pre-contractual expenses are defined as expenses incurred by bidders and the selected consultant, if any, in:

- Preparing and submitting information in response to this Request for Proposals.
- Negotiations with the City on any matter related to this procurement.
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a bidder/consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this request. The City reserves the right to reject all responses to this request at any time prior to contract execution. The City reserves the right to request or obtain additional information about any and all proposals.

APPENDIX A – COST PROPOSAL SCHEDULE TRAFFIC SIGNAL MAINTENANCE SERVICES

IN THE CITY OF COMPTON

Name of Proposer	Siemens Mobility, Inc.
Contact Person:	Michael J. Hutchens (Operations Manager, West)

Address:	2250 Business Way Riverside, CA 92501	
Tel: 951-784-6600	Fax: 951-784-6700	e-mail: michael.hutchens@siemens.com

SCOPE OF WORK

1. SERVICES TO BE PROVIDED The City desires to retain a contractor to provide full services for maintenance and repair of the City's 111 traffic signals, (some signals are shared with other agencies) on a monthly basis. Services are to include:
 - A. Monthly inspection and testing of controller, actuation system (traffic loops or other traffic sensing system), indicator lamps (standard and Light Emitting Diode), reflectors, pedestrian signals, and pushbuttons. Contractor shall test all components through at least three cycles during each monthly testing period. At least one inspection cycle per 90-day period shall be done at night and shall include illuminated street name signs, street and safety lighting.
 - B. Monthly inspection, cleaning and adjustment of control unit and cabinet, including removal of accumulated dirt and debris, inspection and cleaning of seals and drains, and removal of any graffiti, stickers or other non-official markings on the exterior of the controller cabinet. Exterior of cabinet shall be repainted in original colors, if appropriate, to remove markings.
 - C. Quarterly cleaning and inspection of all indicator lamps, cleaning of hoods, targets, lenses and reflectors as needed, and verification of focus and aim of individual indicators and signal head assembly. Contractor shall thoroughly clean, inspect and polish each lamp and reflector at each intersection a minimum of once per calendar year and replacement of failed lamps. Contractor shall document date and time of annual cleaning and polishing.
 - D. Replacement of any failed lamp as identified during inspection or within one business day of notification if two or more lamps remain operating in the direction of travel: if less than two lamps are operating, Contractor shall respond within 24-hours of notification.
 - E. Repair or replacement of any failed critical system component as identified during inspection or within 2-hours of notification of Contractor by City.
 - F. Maintain a record of all inspections on a report to be kept in each controller cabinet in a format acceptable to the City Engineer.

- G. Provide a monthly report to the city of all inspections including corrective actions taken at each traffic signal.
2. FREQUENCY AND QUANTITY OF SERVICE. The City currently has 111 traffic signals located at various intersections throughout the City. City desires to have each signal placed on an inspection schedule to ensure that each signal is inspected once every 90 days.
 3. CONTRACTOR TO PROVIDE. Contractor shall furnish all necessary personnel, vehicles, equipment, supplies and tools needed in support of the scope of services contained within this bid. Nothing in the specification shall implicitly or explicitly require the City to provide any personnel, vehicles, equipment, supplies or tools to the Contractor in performance of scope of work. City shall reserve the right to have City crews place any additional traffic control devices, including temporary stop signs at any signal location determined as necessary by the City Engineer.
 4. VEHICLE CONDITIONS. All vehicles and equipment shall be kept in a clean and well maintained condition while operating within the city. Contractor shall ensure that each vehicle is inspected daily for safety related items, and that a record of the vehicle inspection shall be kept with the vehicle at all times the vehicle is operating within the city. City shall have the right to review vehicle inspection records at any time that the vehicle is operating within the City limits, upon verbal request of the operator of the vehicle by City representative. Failure to maintain vehicles in a clean and safe condition or the refusal to produce said vehicle inspections will be formally documented by the City subject to further administrative action by the City, up to and including termination of any purchase order, contract or agreement between the Contractor and the City.
 5. AIR QUALITY REQUIREMENTS. Contractor shall meet all applicable local, state and Federal air quality laws, rules and regulations including but not limited to those promulgated by the SCAQMD at the time of award.
 6. NPDES REQUIREMENTS. Contractor shall meet all applicable local, state and Federal clean water laws, rules and regulations including but not limited to all conditions set forth in the Los Angeles County National Pollution Discharge Elimination System Permit as it relates to tree trimming and removal practices, and all Best Management Practices set forth by the City in compliance with NPDES requirements. Contractor shall not discharge any water containing trash, debris, pollutants, fuels, oils, soaps or other non-allowable constituents from its vehicles upon any city street, to any storm drain or any non-permitted outlet. Contractor shall not allow any trash, soils or debris to remain upon any street or public right-of-way in such a manner that could result in entry into any storm drain during a rain event. Contractor shall comply with all NPDES requirements at its maintenance facilities, storage yards and company facilities. Failure to comply with this section may result in termination for cause by the City of any contract resulting from this solicitation.

7. COURTEOUS OPERATION. Contractor shall perform all traffic signal maintenance operations in a manner that causes a minimum inconvenience to the residents and businesses within the city. The Contractor shall ensure that traffic signal maintenance staff conduct their activities in a professional and courteous manner. Contractor shall formally investigate any complaints received by the City in a prompt and expedient manner, and shall provide a written report to the City regarding the resolution of said complaint within seven business days from the date the complaint is forwarded to Contractor. Contractor shall ensure that equipment and vehicles do not create unnecessary noise or dust during routine operations, and shall be sensitive to performing traffic signal maintenance operations in residential areas prior to 7:00 AM.
8. CLAIMS FOR DAMAGES. Contractor shall promptly investigate any and all reports of damage to private vehicles or property resulting from Contractor's activities within the City, and address said claims in a prompt and expedient manner. Contractor shall provide a written report to the City regarding the findings and probable resolution of said claims within seven business days from the date the claim is made to either directly to the Contractor or forwarded from the City to the Contractor.
9. COMPLIANCE WITH WASTE DIVERSION AND RECYCLING. Contractor shall be responsible for the collection, hauling and disposal of all materials collected during the course of the daily traffic signal maintenance operations. The City is under State Mandate to comply with waste diversion requirements that require the city to divert 50% of the waste stream from landfilling. As part of their response to this request for bid, the Contractor shall describe their proposed collection, hauling and disposal activities, including identifying proposed waste disposal facilities receiving collected debris and materials. Contractor shall also describe how they shall handle any hazardous materials generated during the course of traffic signal maintenance activities, including identification of proposed Contractors for disposal of any hazardous materials. In addition, Contractor shall describe in detail the waste diversion and recycling activities Contractor shall undertake to ensure that 50% of the materials and debris collected during the course of traffic signal maintenance operations shall be diverted from landfilling or recycled. Contractor shall identify any diversion or recycling facilities proposed for receiving said materials. Contractor shall prepare and submit a report documenting tonnage delivered to each facility and copies of weight tickets for each load. Reports shall be submitted for each calendar quarter and shall be provided to the City by the 20th of the month following the end of the calendar quarter.
10. ACCIDENTS REPORTS. Contractor shall provide a copy of any and all accidents involving Contractor's vehicles, personnel and equipment while operating within the City, to the City within seven days from the date of the accident. Said report shall include the date and time of the accident, and a copy of any law enforcement reports resulting from the accident.

11. QUALITY OF WORK. Contractors shall ensure that all traffic signal maintenance shall be done to the highest standards of workmanship. Components and lamps used for replacement shall provide the highest value to the city in terms of life cycle in order to minimize repetitive failures. Contractor shall secure appropriate standard-manufacturer warranties on all components and materials purchased for and used within City traffic signals. Said warranties shall be the longest practical without incurring additional costs for components. Contractor shall vigorously pursue warranty claims in order to ensure minimum cost to the city in the event of component failures and shall apply any credits received for warranted defects as credits against Contractor's costs for components to the City. City reserves the right to review product warranties and technical specifications of all components provided by Contractor prior to reimbursement to Contractor.

12. TERM OF AGREEMENT.

- A. Initial Term: Three years from Effective Date. The first year of the Initial Term shall be a "probationary period" during which the City will evaluate Contractor's performance and the satisfaction of the City with Contractor's performance. The City shall have the right, in its sole and absolute discretion, to terminate this Agreement after completion of such probationary period proving Contractor with notice of the City's desire to terminate; such notice shall be provided by City within 3 weeks after the expiration of the probationary period. If the City exercises its right to terminate this Agreement after the completion of the probationary period, the Agreement shall cease to exist. If the City fails to exercise its right to terminate after completion of the probationary period, the Initial Term shall continue and conclude three years from the Effective Date.
- B. Optional Extension Period. Two years after completion of Initial Term. The City may, in its sole and absolute discretion, exercise the right to extend the Agreement term by another two years after completion of the Initial Term. The City may do so at any time before the expiration of the Initial Term by providing Contractor with notice of the City's decision to exercise such option.

COST PROPOSAL SCHEDULE

- 1. Monthly inspection and testing of controller, actuation system (traffic loops or other traffic sensing system), indicator lamps (standard and Light Emitting Diode), reflectors, pedestrian signals, and pushbuttons. Contractor shall test all components through at least three cycles during each monthly testing period. At least one inspection cycle per 90-day period shall be done at night and shall include illuminated street name signs, street and safety lighting.

ANNUAL COST PER INTERSECTION: \$ 1,032.00

ANNUAL COST FOR 111 INTERSECTIONS: \$ 114,552.00

2. Monthly inspection, cleaning and adjustment of control unit and cabinet, including removal of accumulated dirt and debris, inspection and cleaning of seals and drains, and removal of any graffiti, stickers or other non-official markings on the exterior of the controller cabinet. Exterior of cabinet shall be repainted in original colors, if appropriate, to remove markings.

ANNUAL COST PER INTERSECTION: \$ 672.00

3. Quarterly cleaning and inspection of all indicator lamps, cleaning of hoods, targets, lenses and reflectors as needed, and verification of focus and aim of individual indicators and signal head assembly. Contractor shall thoroughly clean, inspect and polish each lamp and reflector at each intersection a minimum of once per calendar year and replacement of failed lamps. Contractor shall document date and time of annual cleaning and polishing.

ANNUAL COST PER INTERSECTION: \$ 265.00

(Provide bid bond equal to 10% of the amount in items 1, 2 and 3)

[See attached Bid Bond](#)

4. Replacement of any failed indicator lamp as identified during inspection or within one business day of notification if two or more indicator lamps remain operating in the direction of travel: if less than two indicator lamps are operating, Contractor shall respond within 24hours of notification.

COST PER LAMP REPLACEMENT INCLUDING
MATERIALS AND SUPPLIES PERFORMED

DURING MONTHLY OR QUARTERLY INSPECTION: \$ 75.00

COST PER LAMP REPLACEMENT,
EMERGENCY RESPONSE:

\$ 275.00

5. Repair or replacement of any failed critical system component as identified during inspection or within 2-hours of notification of Contractor by City. Minimum 1-hour to be charged upon arrival at intersection. Materials and components shall be priced on actual cost plus applicable sales taxes and delivery charges. Contractor

shall be allowed a 10% mark-up on the total cost of component. Contractor shall submit copies of receipts for all materials and components with invoice.

FULLY BURDENED LABOR RATE PER
 HOUR NORMAL HOURS: \$ 155.00 / hour.

FULLY BURDENED LABOR RATE PER
 HOUR, EMERGENCY RESPONSE: \$ 215.00 / hour.

6. Repairs or replacement of streetlights, illuminated street-name signs and other lighting replacement as identified by the City. Materials and components shall be priced on actual cost plus applicable sales taxes and delivery charges. Contractor shall be allowed a 10% mark-up on the total cost of component. Contractor shall submit copies of receipts for all materials and components with invoice.

FULLY BURDENED LABOR RATE PER HOUR: \$ 155.00 /hour.

7. Underground Service Alert – USA PER USA \$ 295.00 /each
 (Dig Alert Service)

The PROPOSER shall provide prices for all of the items listed above. Failure to do so may be the grounds for rejection of the proposal.

The 10% bid bond shall be provided for the amount indicated for Items 1, 2 and 3.

[See attached Bid Bond](#)

The final selection of the contractor will include but not limited to the proposed prices per year, per units for optional items, bidders qualifications, experience, references, and other relevant items to ensure the lowest qualified and responsive bid is selected that is in the best interest of the City.

The PROPOSER agrees that the City reserves the right to increase or decrease the amount of any quantity and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices. It is agreed that the bid prices include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amount bid, unit prices shall govern over extended amounts, and words shall govern over figures. All other work items not specifically listed above, but necessary to complete the work per applicable standards are assumed to be included in the above bid prices.

BONDS

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom PROPOSER intends to procure insurance bonds:

Marsh USA, Inc. / Federal Insurance Company (973) 401-5024
445 South Street
Morristown, NJ 07962 Attn: M. Mojica

SITE INSPECTION

The PROPOSER declares that he/she has carefully read and examined the Request for Proposals, and he/she has made a personal examination of the site (indicate name of the person, representing the proposer, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.

Name of Person who inspected the site: Michael J. Hutchens (Operations Manager, West)

Date of Inspection: 08/07/2018

ADDENDA ACKNOWLEDGMENT

The PROPOSER acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. None Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

PROPOSER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

PROPOSER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, PROPOSER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NONCOLLUSION AFFIDAVIT

PROPOSER declares that the only persons or parties interested in this proposal as principals are those named herein: that no members of elective and appointive boards, officers, agents and employees of the City of COMPTON is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

PROPOSER'S INFORMATION

PROPOSER certifies that the following information is true and correct:

Proposer's Name Siemens Mobility, Inc.
 Form of Legal Entity (i.e., individual, partnership, corporation, etc.) Corporation
 If a Corporation, State of Incorporation (i.e., Calif.) Delaware
 Business Address 2250 Business Way, Riverside, CA 92501
 Telephone 951-784-6600; Fax 951-784-6700
 Contractor's License No. and Class 1042278 (Class C10); Expiration Date 07/31/2020

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal Please see attached "Delegation of Approval Authority" for names of Corporate Officers.

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows N/A

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows Republic Electric/Republic ITS (purchased by Siemens Industry, Inc. in 2010), Siemens Industry, Inc. until May 31st, 2018 and became Siemens Mobility, Inc. on June 1st, 2018.

Previous contract performance history

Was any contract terminated previously Yes _____ No ☒

If the answer to the above is “yes”, provide the following information

Contract/project name and number: N/A

Date of termination: N/A

Reason for termination: N/A

Owner's name: N/A

EMERGENCY RESPONSE SERVICES

List the position titles and responsibilities of personnel that will be providing emergency response services to the City per this RFP.

PERSONNEL

Position	Hourly Straight Time	Hourly Overtime
Title: <u>Local 11 Foreman</u>	\$ <u>122.00</u>	\$ <u>160.00</u>
Description: <u>Local Supervisor</u>		
Title: <u>Local 11 Journeyman</u>	\$ <u>116.00</u>	\$ <u>150.00</u>
Description: <u>Journeyman Electrician</u>		
Title: <u>Local 11 Trans. Technician</u>	\$ <u>103.00</u>	\$ <u>130.00</u>
Description: <u>Maintenance Technician</u>		
Title: <u>Statewide Groundsman (Laborer)</u>	\$ <u>89.00</u>	\$ <u>135.00</u>
Description: <u>Groundman/Helper</u>		
Title: _____	\$ _____	\$ _____
Description: _____		
Title: _____	\$ _____	\$ _____
Description: _____		
Title: _____	\$ _____	\$ _____
Description: _____		
Title: _____	\$ _____	\$ _____
Description: _____		

EMERGENCY RESPONSE SERVICES CONTINUED

VEHICLES AND EQUIPMENT

The vehicles and equipment listed hereon may not accurately reflect the rolling stock used by your firm. For those vehicle and equipment that are not used by your firm, cross out and mark as "N/A" to indicate that the vehicle or equipment is not available or necessary for the emergency response services requested in this RFP.

Personnel Vehicle	\$ <u>15.00</u>	Per hour
Pickup Truck	\$ <u>20.00</u>	Per hour
Service Truck	\$ <u>25.00</u>	Per hour
Service/Ladder Truck	\$ <u>Not Safe</u>	Per hour
Boom/Ladder Truck	\$ <u>28.00</u>	Per hour
Crane Truck	\$ <u>55.00</u>	Per hour
Altec/Tesla Truck	\$ <u>28.00</u>	Per hour
Concrete Saw	\$ <u>5.00</u>	Per hour
<u>Towable Arrowboard</u>	\$ <u>5.00</u>	Per hour
<u>Air compressor with tools</u>	\$ <u>5.00</u>	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour

Any equipment not listed will be paid per current Caltrans equipment rates.

MATERIAL MARK-UP

Material mark-up will not exceed 10 % of supplier's invoice price (cost) that will be furnished to the City in any cost proposal for emergency response work.

DELEGATION OF APPROVAL AUTHORITY FROM
CEO MARC BUNCHER AND CFO MARSHA SMITH

Mobility Management
Urban Transport / Mainline Transport
Intelligent Traffic Systems
Rail Electrification
Customer Services

SIEMENS MOBILITY, INC.

- A. The undersigned **Marc Buncher, CEO** and **Marsha Smith, CFO** of the Siemens Mobility, Inc. (the "Corporation"), a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested as CEO and CFO to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, any bids, projects, contracts, agreements and any certificates, affidavits or ancillary documents in connection therewith to the extent the foregoing instruments and are consistent with the limits of authority granted under LoA guidelines and grants of release for and on behalf of the Corporation, do hereby delegate to and acknowledge that the following person(s) may exercise such authority for and on our behalf up to \$10 million.

<u>AUTHORIZED SIGNATORIES</u>	
<u>Business Operations</u> <u>(Name/Position)</u>	<u>Finance/Central Support Function</u> <u>(Name/Position)</u>
John Paljug VP – MM	Stefan Heckrath Senior Director, FBA – MM
Michael Cahill VP – RS	Christopher Halleus Senior Director, FBA – RS
Robin Stimson VP – RS MK&S	James Thornton Head of Procurement – MO
Chris Maynard VP – CS	Michael Tyler Senior Director, FBA – CS
Andreas Thon VP – TPE	Miriam Scheer Senior Director, FBA – TPE
Marcus Welz VP – ITS	David Buchfuehrer Senior Director, FBA – ITS

- B. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name or on behalf of the Corporation the same documents as referenced in paragraph A, up to and including a transactional limit of \$5 million. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in paragraph A, limited to the monetary amount stated in this paragraph.

<u>AUTHORIZED SIGNATORIES</u>	
<u>Business Operations</u> <u>(Name/Position)</u>	<u>Finance/Central Support Function</u> <u>(Name/Position)</u>
Douglas Dreisbach	Nick D'Alessandro

Director, Projects – MM	Controller, Products & Freight Engineering MM
Stephan Klein, Senior Project Director – MM	Jessica Shaiegan Director, Procurement – MM
Steve Gitkin Sales Director - ITS	Valerie Conway Senior Director, RS SPR
David Gutierrez Director, RS LR	Thomas Wiechert Director, RS LR
Luis Tondi Resta Director, Products – MM	Stefan Fischer Finance Manager, MM
Armin Kick VP – LM & HI	Madeline Rodriguez Director, FBA – LM
Omid Akbarzadeh-Paydar Director, RS SC BG	Thomas Glafenhein Segment Controller, RS SC BG
Raymond Ginnell Director, RS CRC	Kim Swain Director, RS CRC
Laura Coates PD LD TD - Rail	Angel Acuna-Siles Director, FBA Projects – MM
	Matthew Rumbold Manager, Procurement – CS

- C. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, the same documents as referenced in paragraph A, up to and including a transactional limit of \$3 million. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in paragraph A, limited to the monetary amount stated in this paragraph.

AUTHORIZED SIGNATORIES	
<u>Business Operations</u> (Name/Position)	<u>Finance/Central Support Function</u> (Name/Position)
Tony Ritter Director, CS	Nikki Bassi Director, RS
Reiner Martin Director, CS	Cathie Steele Director, CS LR & MM
Mark Bennett VP, Operations RS	Carrie Hernandez Director, RS SPR
David Hart Manager, TPE	Michelle Picard Director, RS
Cesar Losada Director, CS	Matthaeus Decker Manager, RS SPR
Dimitrios Andrikos Director, Bid & Project Management – ITS	Craig Debevoise Projects Commercial, ITS
Simon Davidoff Director, Data Services – CS	David Anderson Project Procurement Manager, TPE
Steve Teal Director, ITS Service	Rudolf Wagner Performance Controlling, MO
Jeb A. Echols Manager, Project Estimating – MM	Warren Openshaw Director, Operations BA, RS
Paul Aichholzer Director, Projects, RS LM	

- D. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, the same documents as referenced in paragraph A, up to and including a transactional limit of \$1 million. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in paragraph A, limited to the monetary amount stated in this paragraph.

<u>AUTHORIZED SIGNATORIES</u>	
<u>Business Operations</u> <u>(Name/Position)</u>	<u>Finance/Central Support Function</u> <u>(Name/Position)</u>
Paul Eliea, Director, MM	Tommy Charurat Director, Performance Controlling RS
David Costello, Director, MM	Gisela Kaufmann Controller, MM
Dave Jeanette Manager, MM	Constanze Kutschki Manager, RS SPR
Jim Lyons Sr. Manager, MM	Ronald Staggs Commercial Project Manager, RS LR
Jeff Balogh Sr. Director, MM	Mary Matos Commercial Project Manager, RS LR
George Long V, Engineering RS	Christine Jaw Commercial Project Manager, CS
Robert Martner Senior Project Manager, RS LM	Kavita Patel Commercial Project Manager, CS
Jeffrey Curran Project Manager, RS LR	Christopher Smith Commercial Project Manager, RS LR
Duane Kopp Project Manager, CS	Adam Huey Commercial Project Manager, RS LM
Ron VanHuiksloot Project Manager, RS LR	Thomas Koprowski Commercial Project Manager, RS SC BG
Thomas Stehlik Project Manager, RS ME	Amy Morrison Commercial Project Manager, TPE
Viorel Aninoiu Project Manager, RS LR	David Spence Commercial Project Manager, ITS
Carsten Nebe Project Manager, RS CRC	Sabine Andrikos Commercial Service Manager, ITS
Mark Anderson Project Manager, CS	Natalie Liggett Sr. Commercial Project Manager, MM
Aaldrik Metting Project Manager, RS LR	Solomon Lee Commercial Project Manager, MM
Jochen Woern Project Manager, CS	David Sarles Procurement Commodity Manager, MM
Chander Khanna, Sr. Director, Manufacturing Processes RS	Stuart Adler Project Procurement Manager, MM
Ibrahim Kalender Project Manager, RS SC BG	Joel Nielsen Commercial Project Manager, RS LR
Barry Sidler Program Manager, CS	Carljin Goldberg Commercial Project Manager, RS SC BG
Christopher Romeo Operations Manager, ITS	James Hryniewicz Commercial Bid Manager, TPE
Luis Correia Project Manager, CS	Daria Lesnykh Commercial Project Manager, CS
Michael Hutchens Operations Manager, ITS	Donna Lam Commercial Project Manager, RS CRC
William Tucker Operations Manager, ITS	Noureann Mitchell Procurement Project Manager, ITS

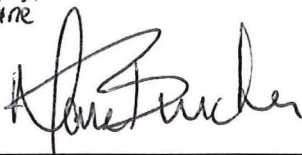
Gerhard Leitner Field Engineering Management, CS	Rosa Baquero Commercial Project Manager, Field Services RS
Ivan Bukin Project Manager, CS	Sarah Jenik Commercial Support, CS
Kevin McGrew Director, Quality RS	David Michna Commercial Project Manager, CS
Goutham Lingannagari Senior Manager Projects, ITS	Peter Silberhorn Commercial Project Manager, RS CRC & ME
Jamil Nasr Engineering Director, MM	Lars Volger Commercial Project Manager, MM
Ben Linden Senior Director Carborne Engineering, MM	Tien Pham Commercial Project Manager, CS
Christopher Hammett Project Manager, TPE	Bova Lee Commercial Project Manager, Freight – MM
Abhinav Mitra Project Manager, TPE	Liam Nelson Commercial Project Manager, TPE
Matthew Thomas Project Manager, CS	Marcin Szczapa Commercial Project Manager, CS
Mason Boswell Project Manager, RS LR	Clive Lepper Commercial Project Manager, RS LR
Stefan Lauer Project Manager, TPE	Michael Keats Commercial Project Manager, TPE
Mark Godsey Project Manager, TPE	Noe Padilla Commercial Project Manager, TPE
Shawn McCuaig Director, Field Services RS	
Gary Kochetkov Project Manager, CS	
Evgeny Inozemtsev Project Manager, RS SC BG	
Francois-Xavier Beau Project Director, MM	
Jacob Street Project Manager, MM	
Michael Carlo Project Manager, RS LR	
Melissa Muehl Project Manager, CS	
Benjamin Kotze Head of Engineering, TPE	
Rolf Neuhaus Project Manager, RS CRC	
Hany Gadalla Project Manager, TPE	
Manoel Bosch Marco Project Manager, TPE	
Dave Kost Production Manager, TPE	
Nicholas Corley Warehouse Manager, TPE	
Toni Abboreno Project Manager, TPE	

- E. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, the same documents as they are referenced in paragraph A, up to and including a transactional limit of \$250 thousand. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in paragraph A, limited to the monetary amount stated in this paragraph.

<u>AUTHORIZED SIGNATORIES</u>	
<u>Business Operations</u> <u>(Name/Position)</u>	<u>Finance/Central Support Function</u> <u>(Name/Position)</u>
Diana Johnson Bid Manager, ITS	Claudia Thiele Commercial Project Manager, ITS
John Billings Bid Manager, ITS	Cole Walker Financial Analyst, TPE
David Love Sales Manager, ITS	
Robert Paquette Sales Manager, ITS	

- F. It is further acknowledged that each of the signatures of the persons referred to in paragraphs A, B, C, D, and E are binding upon the Corporation.
- G. It is further acknowledged that any document shall require the signature of two (2) of the above Authorized Signatories, one each from Business Operations and from Finance/Central Support Functions, whom shall have the requisite signature authority to be legally binding upon the Corporation.
- H. It is further acknowledged that each of the persons referred to herein is authorized to delegate such person's authority hereunder to additional members of his or her management team up to the limit of such person's delegation of authority, provided that such delegation is in written form signed by the delegator and filed with the Legal Department.
- I. It is further acknowledged that the Secretary or an Assistant Secretary of the Corporation is authorized to issue certifications attesting to the incumbency, authority and status of any of the persons referred to in this resolution.

IN WITNESS WHEREOF, we have hereunto subscribed our names and affixed the corporate seal of the said Corporation, as of the 1st day of ~~May~~ June, 2018.



Marc Buncher
President,
Siemens Mobility, Inc.



Marsha Smith
CFO
Siemens Mobility, Inc.



Conforms with The American Institute of Architects AIA Document 310

Bond Number: 79434-CHU-18-161

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Siemens Mobility, Inc.
498 7th Ave., 16th Fl
New York, NY 10018

OWNER:

(Name, legal status and address)

City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220

SURETY:

(Name, legal status and principal place of business)

Federal Insurance Company
202B Halls Mill Road
Whitehouse Station, NJ 08889-3454
State of Inc: Indiana

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Ten Percent of Amount Bid (10%)

PROJECT:

(Name, location or address, and Project number, if any)

Traffic Signal and Street Lighting Maintenance Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the
any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here-
provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.
furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of August, 2018

(Witness) ROBERT PARQUETTE

(Witness) Kelly O'Malley

Siemens Mobility, Inc.

(Principal) 

(Title) STEVEN J. D. ADAMS, DIRECTOR OF SERVICE

Federal Insurance Company

(Surety)

(Surety) Kristin S. Bender (Seal)
(Title) Kristin S. Bender, Attorney-in-Fact



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Riverside }

On August 15th, 2018 before me, Candace Callaheer, Notary Public
(Here insert name and title of the officer)

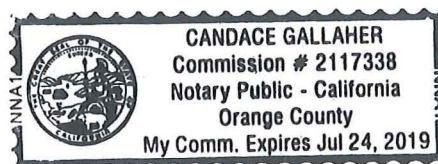
personally appeared Steven Teal,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Candace Callaheer
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of NJ }

County of Morris }

On 08/16/2018 before me, Leanne Lynskey, Notary Public,
(Here insert name and title of the officer)

personally appeared Kristin S. Bender,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose
name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that
~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity~~(ies)~~, and that by
~~his/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of
which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public Signature
My Commission Expires: 3/18/2022

(Notary Public Seal)

LEANNE LYNKEY
Notary Public - State of New Jersey
My Commission Expires Mar 18, 2022

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages Document Date

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Kristin S. Bender, Jessica Iannotta, Annette M. Leuschner, Kelly O'Malley and April D. Perez of Morristown, New Jersey; Megan Schlueter of Raleigh, North Carolina-----

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 21st day of June, 2018.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 21st day of June, 2018 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318885
Commission Expires July 16, 2019

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this August 16, 2018



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2017

(in thousands of dollars)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments.....	\$ (78,340)	Outstanding Losses and Loss Expenses	\$ 10,545,326
United States Government, State and Municipal Bonds	7,063,387	Unearned Premiums.....	2,087,124
Other Bonds.....	5,366,068	Ceded Reinsurance Premiums Payable.....	739,431
Stocks	134,041	Provision for Reinsurance	57,140
Other Invested Assets.....	1,006,599	Other Liabilities.....	1,044,341
 TOTAL INVESTMENTS	 13,491,755	 TOTAL LIABILITIES	 14,473,362
 Investments in Affiliates:			
Chubb Investment Holdings, Inc.	3,890,677	Capital Stock.....	20,980
Great Northern Insurance Company	557,388	Paid-In Surplus.....	3,209,193
Vigilant Insurance Company.....	327,316	Unassigned Funds	4,066,505
Chubb Indemnity Insurance Company.....	171,786		
Chubb National Insurance Company	171,493		
Chubb European Investment Holdings, SLP .	119,836	SURPLUS TO POLICYHOLDERS.....	7,296,678
Other Affiliates	76,806		
Premiums Receivable	1,594,780		
Other Assets	1,368,203		
 TOTAL ADMITTED ASSETS	 \$ 21,770,040	 TOTAL LIABILITIES AND SURPLUS	 \$ 21,770,040

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
At December 31, 2017, investments with a carrying value of \$558,430,596 were deposited with government authorities
as required by law.

State, County & City of New York, — ss:

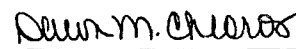
Dawn M. Chloros, Assistant Secretary of the Federal Insurance Company

being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said
Federal Insurance Company on December 31, 2017 is true and correct and is a true abstract of the Annual Statement of said
Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2017.

Subscribed and sworn to before me
this March 1, 2018.


Notary Public

JEANETTE SHIPSEY
Notary Public, State of New York
No. 02SH5074142
Qualified in Nassau County
Commission Expires March 10, 2019


Assistant Secretary