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
02/26/2019
5:30 PM

CLOSED SESSION

4:30 P.M.

CONFERENCE WITH REAL PROPERTY NEGOTIATIOR
Property Negotiatiors: 1105 South Alameda Street, Compton, CA
Negotiating parties: City Manager/Assistant City Manager and Katheman Company
Under Negotiation: Price and Terms
Pursuant to California Government Code Section 54956.8

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Bradford v. City of Compton, LASC Case Nos. TC026769 and 18STCV01367
Pursuant to California Government Code Section 54956.9(a)

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
One (1) Potential Case
Pursuant to California Government Code Section 54956.9(b)

WORKSHOP

5:35 P.M. - PUBLIC RELATIONS WORKSHOP

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. FEBRUARY 2, 2019

CITY FIRE DEPARTMENT

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A REPAIR SERVICE AGREEMENT WITH AND ISSUE A PURCHASE ORDER FOR AIR EXCHANGE TO REPAIR PLYMOVENT SERVICE EQUIPMENT LOCATED AT COMPTON FIRE DEPARTMENT STATIONS 1 AND 3 ($7,106.95)

WATER DEPARTMENT

3. A RESOULTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF CIVILTEC ENGINEERING INC. AND ESTABLISHING A PURCHASE ORDER AND ENTERING INTO A CONTRACT FOR ON-CALL ENGINEERING SERVICES FOR FISCAL YEARS 2018-2019, 2019-2020 AND 2020-2021 ($50,000.00)

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO SELECTRON FOR THE ANNUAL MAINTENANCE OF THE INTERACTIVE VOICE RESPONSE SOLUTION (IVR) FOR THE WATER DEPARTMENT

REGULAR AGENDA

CITY MANAGER'S REPORT

5. PRESENTATION - STREET IMPROVEMENT PROJECTS - PUBLIC WORKS DEPARTMENT

6. PRESENTATION - EMERGENCY PREPAREDNESS - FIRE DEPARTMENT

7. REQUEST THE USE OF THE CITY COUNCIL CHAMBERS FOR A CANDIDATE'S FORUM FOR THE APRIL 16, 2019 ELECTION HOSTED BY THE COMPTON CHAMBER OF COMMERCE (March 16, 2019 - 10am-4pm) - (RECONSIDERATION REQUESTED BY COUNCILMAN ISAAC GALVAN)

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING FINAL PARCEL MAP NO. 75002 TO SUBDIVIDE AN EXISTING 2.491-ACRE LOT INTO THREE SEPARATE SMALLER PARCELS FOR FUTURE DEVELOPMENT AS A RETAIL COMMERCIAL CENTER FOR A PROPERTY LOCATED AT 2200 WEST ARTESIA BOULEVARD (ASSESSOR'S PARCEL NUMBER 7319-003-102)

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR RE SCHULTZ CONSTRUCTION, INC. FOR THE BURRELL MAC DONALD PARK IMPROVEMENT PROJECT ($271,678)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 3/5/2019 @ 5:30 PM

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

FEBRUARY 5, 2019

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

ROLL CALL

Council Members Present – Zurita, McCoy, Sharif
Council Members Absent – Galvan
Brown (Entered the meeting at 5:46 p.m.)

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

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Mike Spears, Compton resident, spoke concerning potholes and prostitution near the area of his home. Mr. Spears urged the Council to address these issues plaguing the community.

Robert Ray, Compton, resident, commended the Compton Sheriff's Department's Special Assignment Office for their work in the city. Mr. Ray commented on the election and urged the residents to do their homework and vote. He further indicated that one of the candidates does not live at the address on file, adding that he has proof that the candidate actually lives in another city. Mr. Ray questioned the status of Alondra Regional Park, adding that there is $2 Million in the bank designated for the park, therefore, the site must be a city park. Mr. Ray concluded by questioning why the demolition of the Rosecrans bridge has not been performed and further indicated that money has been allocated to compensate the businesses affected by the demolition process.

Carlos Acevedo, President of the Latino Chamber of Commerce**,** indicated that this past Saturday, there was an event held in the city and his logo was used, which was not authorized by the Chamber. Mr. Acevedo then asserted that there are people in Compton illegally using the name and entity of the 'Latino Chamber of Commerce' and, thereby, committing fraud.

Elizabeth Hicks, Compton resident, expressed her concerns regarding the city's finances. Ms. Hicks requested that the City Attorney investigate why a Councilmember was entertaining a foreign entity from Mexico at the Dollarhide Community Center without informing the City Council or the residents of the community. Ms. Hicks then noted that individuals committing fraud against the Latino Chamber of Commerce must go to jail, and further urged the City Attorney to enforce the rules and regulations of the city.

David Irons, Compton resident, stated that he is now homeless. Mr. Irons referenced and commended Mr. Steve Saunders of the Black Karate Federation, and concluded by promoting his vision of designating the Compton Municipal Stadium as an historical landmark.

Maria Villarreal, President-Latino Chamber of Commerce**,** expressed her happiness that the Latino Chamber of Commerce has opened its doors to a Senator from Mexico. Ms. Villarreal stated that she is happy and proud that the Senator visited Compton to addressed the community regarding agricultural development. Ms. Villarreal thanked Councilperson Sharif for the wonderful event, and further stated that she has a right to utilize the Dollarhide Center as a tax paying resident.

Bishop L. J. Guillory, Founder of Ombudsman International, stated that when he first visited the United Nations, he was required to sign a disclosure. He further stated that when he met with diplomats from other countries, the State Department made certain that he did not say anything that would be construed as representing the United States of America. He then stated that he takes offense to anyone usurping the authority of those elected officials who took an oath to uphold the Constitution of the United States. Mr. Guillory concluded by stating that he will contact the State Department to determine if the correct procedure was followed relative to the event that took place in the city hosted by citizens of Compton entertaining elected officials from Mexico.

John Smith, Compton resident, spoke regarding the pothole repairs and further commented that March of last year, he presented the pothole issue to the Council; however, his street has continued to degrade. Mr. Smith informed the Council that his wife is pregnant and has experienced pain and problems associated with driving over the numerous potholes. Mr. Smith stated that he has attempted to contact his Councilperson to no avail and concluded by beseeching the Council to repair the streets of the community immediately.

Joyce Kelly, Compton resident, stated that the potholes have turned into sinkholes filled with water which is causing extreme damage to vehicles. Ms. Kelly then urged the community to thoroughly evaluate the candidates running for office and further noted that there should be no photos of candidates inside city buildings. Ms. Kelly concluded by urging the Councilmembers to improve the city.

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

On motion by Zurita, seconded by McCoy, the public hearing was open at 6:13 p.m. by the following vote on roll call:

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

Richard Rojas, Community Development Manager, presented a report stating that 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. Certain conditions of approval require separate utility service lines and drainage. Since approval of the project, the applicant, Red Mountain Retail Group, has decided they need shared utility service lines and drainage. The proposed modifications to the approved conditions of approval 1, 2, and 7 allowing common utility lines and cross lot drainage.

Mr. Rojas then indicated that per the Compton Municipal Code, this request requires approval by the City Council. Staff recommends that the City Council adopt the Resolution modifying the conditions of approval for Tentative Parcel Map No. 75002 subject to the findings contained in the report.

PUBLIC COMMENTS REGARDING THE HEARING

Robert Ray, questioned whether the old Coco's restaurant property will be incorporated into this project.

Graham Allchorn of Red Mountain Group, noted that the owner of old Coco's restaurant site has signed a lease with El Pollo Loco and the company has signed an access agreement so this will flow as one project and allow for better traffic control.

Joyce Kelly, indicated that the City of Compton belongs to the people and the residents have not been presented with any information detailing the project, adding that the community must be informed.

David Irons, stated that he has been in construction for quite a while and he would present his case to the Planning Department/Commission. Mr. Irons spoke in favor of developing the city.

Pastor Michael J. T. Fisher, Greater Zion Church Family, expressed his excitement for the project highlighting the fact that In-N-Out Burgers is a Christian-based organization. Pastor Fisher questioned the plan for improving the roads in the area, indicating that the project must include repairing and improving the surrounding streets, highways and on/off ramps of the 91 Freeway.

Craig Henry, stated that he is in favor of projects that are progressive for the city and questioned the amount of jobs designated for the residents and further questioned if they would be 'living wage' jobs. Mr. Henry questioned how many residents will be offered management positions.

Pastor Prince, expressed his concerns that he has not seen many African American men working on local construction and street improvement project in the city. Pastor Prince urged the Council to make certain that there is racial equity and fairness so that people of color are working on city projects. Pastor Prince noted that we must be careful that our young people are not disqualified because they are being overlooked as a result of illegal marijuana dispensaries in the city.

On motion by Zurita, seconded by Sharif, the public hearing was closed at 6:28 p.m., by the following vote on roll call:

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

Mr. Allchorn disclosed that In-N-Out Burgers, Auto Zone, Dunkin Donuts, WaBa Grill and America's Best will be featured at the project site. Mr. Allchorn then explained that one of the conditions for approval is that the business address local hiring needs. He then explained that typically, when a new establishment opens, they bring in a professional management team to start and eventually that management team is then phased out and replaced with local workers. Mr. Allchorn then assured the Council and community that there will not be a 7-Eleven at the site.

Councilmember McCoy noted that she is working with Cal Trans and Assemblyman Mike Gipson regarding improving the streets around the proposed project.

Mayor Brown commented that all public hearings must include a power point presentation highlighting and detailing the facts, conditions of approval, area and scope of the project, etc., as well as pertinent information about the project or issues for the benefit of the residents of the community.

CONSENT AGENDA

Councilmember Zurita requested that agenda item numbers 5 and 6 be voted on separately from the consent agenda. **Councilmember Sharif** requested that agenda item number 4 be voted on separately also.

APPROVAL OF MINUTES

1. JANUARY 15, 2019 **(Approved)**

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 **(Approved Resolution Number 24,915)**

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) **(Approved Resolution Number 24,916)**

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) **(Approved Resolution Number 24,917)**

On motion by McCoy, seconded by Sharif, the above items were approved by the following vote on roll call:

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

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 Manager Rhambo explained that this item involves a contract for the maintenance of the desktop printers and copy machines. Total Corporate Solutions was the lowest responsible bidder with a bid amount of $46,440.00 annually.

On motion by McCoy, seconded by Sharif, **Resolution Number 24,918** entitled **'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'** was adopted by the following vote on roll call:

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

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

On motion by Sharif, seconded by McCoy, **Resolution Number 24,919** entitled **'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'** was adopted by the following vote on roll call:

AYES: Council Members - McCoy, Sharif, Brown
NOES: Council Members - Zurita
ABSENT: Council Members - Galvan

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)

It was moved by McCoy, seconded by Sharif, for discussion.

Councilmember Zurita questioned whether the City Manager had viewed the furniture, given the excessive cost for the previously used furniture.

City Manager Rhambo responded that he has seen pictures and Staff has viewed the furniture and decided to exercise frugality and purchase the previously used furniture, rather than spend an exorbitant amount on new furniture.

Resolution Number 24,920 entitled **'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'** was adopted by the following vote on roll call:

AYES: Council Members - McCoy, Sharif, Brown
NOES: Council Members - Zurita
ABSENT: Council Members - Galvan

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

On motion by Sharif, seconded by McCoy, **Resolution Number 24,921** entitled **'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'** was adopted by the following vote on roll call:

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

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

On motion by McCoy, seconded by Sharif, **Resolution Number 24,922** entitled **'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'** was adopted by the following vote on roll call:

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

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)

On motion by Zurita, seconded by McCoy, **Resolution Number 24,924** entitled **'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'** was adopted by the following vote on roll call:

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

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)

On motion by Zurita, seconded by Sharif, **Resolution Number 24,923** entitled **'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'** was adopted by the following vote on roll call:

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

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

On motion by McCoy, seconded by Zurita, **Resolution Number 24,925** entitled **'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'** was adopted by the following vote on roll call:

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

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

On motion by Zurita, seconded by McCoy, **Resolution Number 24,926** entitled **'A RESOLUTION 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'** was adopted by the following vote on roll call:

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

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

It was moved by Sharif, seconded by McCoy, for discussion.

Mayor Brown questioned whether the city is reimbursed for the service calls.

City Manager Rhambo explained that the city is reimbursed through the insurance carriers for the service calls for acute life support. Mr. Rhambo further indicated that a power point presentation from the Fire Department is forthcoming.

Councilmember Zurita questioned if this is considered a special service contract, and further asked if bids or a request for proposal is required.

City Manager Rhambo indicated that this a contract with another governmental agency. The only other option would be to create our own dispatch system.

Resolution Number 24,927 entitled **'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'** was adopted by the following vote on roll call:

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

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).

On motion by Zurita, seconded by McCoy, **Resolution Number 24,928** entitled **'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'** was adopted by the following vote on roll call:

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

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

On motion by McCoy, seconded by Sharif, **Resolution Number 24,929** entitled **'A RESOLULUTION 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'** was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Questioned the status of the property located at 250 N. Central Avenue, indicating that there are numerous illegally parked motor homes and a homeless encampment at the site that must be addressed as soon as possible.

Assistant City Manager Laurence Adams replied that Staff is continuing to negotiate the terms of the disposition of the site at 250 N. Central and the issue will be before the Council within the next two weeks.

- Commented that she has visited local fire stations from neighboring cities, and further expressed her hopes of rebuilding and improving the city's fire stations.

- Announced and highlighted the various street improvement projects for the benefit of the residents a presentation from the City Manager highlighting the upcoming street repair schedule for the benefit of the residents.

- Adjourn in memory of **Cynthia Bolen**

Councilperson McCoy offered the following communications/announcements:

- Commented that she attended the Independent Cities Conference and will present a report to the Council and community at a future meeting.

- Requested that the City Manager present an update on the street sign replacement project.

- Commented that each member of the City Council is committed to repairing /improving every street in Compton and further assured the community that everyone is working diligently to fast track all road work.

- Thanked everyone involved with the Compton Initiative for the worker renovations and cleaning performed around the city.

- Adjourn in memory of **Jacqueline Connelly.**

Councilperson Sharif offered the following communications/announcements:

- Announced that the Los Angeles Career Fair will be held on Thursday, February 7, 2019 from 11 a.m. until 2 p.m. at the Crowne Plaza Hotel, 5985 W. Century Boulevard, Los Angeles.

- Invited the citizens to attend her 4th District Community Town Hall Meeting on February 20, 2019 from 6 to 8 p.m. at Kelly Park, 2319 E. Caldwell Street, Compton to discuss various community issue such as tree trimming and removals, street maintenance and street lighting, etc.

- Adjourn in memory of **Marian Bush, Patricia Bradfield and Dr. Michelle King,** the first Black woman selected as Superintendent of the L. A. Unified School District in 2016.

Mayor Brown offered the following communications/announcements:

- Congratulated Kalli Minor and Shakyra Johnson from the City of Compton for being selected to be a part of Nike, Inc. Future Varsity. This is a new, six-month accelerator program that is designed to support, empower and enable 14 African-American youth leaders who are harnessing the power of sports to create positive change in their communities.

- Suggested that the city continue to robustly address the street repair by continuing to request bids for the street stabilization project and further requested a presentation from the Public Works Department highlighting the street repair project along with a time line for the repairs.

- Requested that the City Manager survey the areas surrounding local schools that are heavily travelled to make certain that those streets repairs are prioritized for the safety of the children of the community.

ADJOURNMENT

On motion by McCoy, seconded by Sharif the meeting was adjourned in memory of **Cynthia Bolen, Jacqueline Conley, Marian Bush, Patricia Bradford and Dr. Michelle King** at 7:40 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 26, 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 AUTHORIZING THE CITY MANAGER TO ENTER INTO A REPAIR SERVICE AGREEMENT WITH AIR EXCHANGE TO REPAIR PLYMOVENT SERVICE EQUIPMENT LOCATED AT COMPTON FIRE DEPARTMENT STATIONS 1 AND 3 ($7,106.95)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a service agreement with and issue a purchase order in the amount of Seven Thousand One Hundred Six Dollars and Ninety-Five Cents ($7,106.95) to Air Exchange for repairs to Plymovent System equipment located at the Compton Fire Department ("Department") Stations 1 and 3.

BACKGROUND

Clean air is something that most take for granted. Everywhere people work, visible and invisible air pollutants; such as, oil mist, vehicle emissions and dust; are a hazard to people's health. Diesel engines used in fire trucks produce a mixture of toxic gases and particulates from the combustion process. These hazardous vehicle exhaust emissions in a fire station are one of a firefighter's most significant cancer health risks.

STATEMENT OF ISSUE

The Plymovent Systems equipment manufacturer is a global, leading supplier of products, systems and services for the extraction and filtration of polluted indoor air. They offer solutions for the capturing and removal of vehicle exhaust gases. These products contribute significantly to a cleaner, safer and healthier workplace.

Currently all four (4) Compton Fire Stations are equipped with Plymovent Diesel Exhaust Extraction Health and Safety Systems. Repairs to these systems are needed at Fire station 1 and 3.

Plymovent Systems has two (2) authorized distributors located in the state of California: (1) Air Exchange, which has offices located in Northern California (Fairflied) and in Southern California (Ontario) and (2) Aair Purification System located in San Diego. Aair Purification System does not service the Los Angeles area; thus, Air Exchange is the sole provider of authentic Plymovent System parts and is certified to sell, service and install Plymovent Systems.

Air Exchange has submitted a proposal to repair the systems at Fire Stations 1 and 3 at a cost of $7,106.95.

FINANCIAL IMPACT

Funds for this expenditure are allocated in Account No. 1004-610-000-4269 of the Fiscal Year 2018-2019 budget.

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 ENTER INTO A REPAIR SERVICE AGREEMENT WITH AND ISSUE A PURCHASE ORDER FOR AIR EXCHANGE TO REPAIR PLYMOVENT SERVICE EQUIPMENT LOCATED AT COMPTON FIRE DEPARTMENT STATIONS 1 AND 3 ($7,106.95)

WHEREAS, Diesel engines used in fire trucks produce a mixture of toxic gases and particulates from the combustion process and these hazardous vehicle exhaust emissions in a fire station are one of a firefighter's most significant cancer health risks; and

WHEREAS, the Plymovent Systems equipment manufacturer is a global, leading supplier of products, systems and services for the extraction and filtration of polluted indoor air. They offer solutions for the capturing and removal of vehicle exhaust gases, which contribute significantly to a cleaner, safer and healthier workplace; and

WHEREAS, currently all four (4) Compton Fire Stations are equipped with Plymovent Diesel Exhaust Extraction Health and Safety Systems and repairs to these systems are needed at Fire station 1 and 3; and

WHEREAS, Plymovent Systems has two (2) authorized distributors located in the state of California: Air Exchange and Aair Purification System; however, Aair Purification System does not service the Los Angeles region; and

WHEREAS, Air Exchange has submitted a proposal to repair the systems at Fire Stations 1 and 3 at a cost of $7,106.95; and

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

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney, is hereby authorized to enter into a service agreement with Air Exchange for repairs to Plymovent System equipment located at the Compton Fire Department Stations 1 and 3.

SECTION 2. That a purchase order is authorized to be issued in the amount not to exceed Seven Thousand One Hundred Six Dollars and Ninety-Five Cents ($7.106.95) for Air Exchange for the repair services at Compton Fire Stations 1 and 3.

SECTION 3. That funds for this expenditure are available in the 2018-2019 Fiscal Year budget in Account No. 1004-610-000-4269.

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

AIR EXCHANGE
CLEAN AIR SPECIALISTS
(800) 300-2945

495 Edison Court, Suite A, Fairfield, CA 94534
1494-B East Francis St., Ontario, CA 91761
Phone: (909) 923-7952 Fax: (909) 923-7941

PROPOSAL

Date:	12/6/2018	Valid Through:	4/1/2018
Proposal No.:	1812061G	Submitted By:	Gary Graven
Submitted To:	Battalion Chief Anthony Adams		garygraven@airexchange.com
		Office Phone:	(909) 923-7952
	AADAMS@COMPTONCITY.ORG	Mobile:	909.518.3418
Company:	Compton Fire	Fax:	(909) 923-7941
			(To Be Filled Out By AE, Inc. Only)
	310-605-6272	Date Accepted:	
Job Location:		Customer PO:	
		Authorized By:	

Scope of Work:	Compton Fire Station 01 and Compton 03, Quote after system survey Compton Fire Station 01 - 10 HP 1 PH Motor is over amping and needs to be replaced, (5) lower hose sections and damaged, Mfd valve is unrepairable, upper hose damaged due to heat load Compton Fire Station 03 - (2) lower hose sections were found damaged, (1) 6.25" grabber diagnosed with air leak

QTY	ITEM NO.	DESCRIPTION	PRICE	TOTAL
		Three (3) Year Warranty Included On All Parts		
1	46138	Motor - 10 HP 1 PH 3500 RPM	$ 2,775.60	$ 2,776.60
7	116328	Hose - lower, 4" x 2'	$ 92.88	$ 650.16
1	116007	Safety disconnect handle with MFD valve	$ 545.40	$ 545.40
1	105056	Grabber PN 6.25"	$ 328.32	$ 328.32
15	116333-1	Upper Hose sold per foot	$ 37.50	$ 562.50
1	102484	4" Metal Sadddle	$ 195.48	$ 195.48
12		Labor	$ 127.50	$ 1,530.00

		Sub Total	$ 6,588.46
Thank you for allowing Air Exchange, Inc.	**10.25%**	**Sales Tax**	$ 518.49
to provide this Proposal - We appreciate the opportunity!		**TOTAL**	**$ 7,106.95**

Please See Pages Following for Terms and Conditions & Signature of Guarantee & Acceptance Section.

AIR EXCHANGE
CLEAN AIR SPECIALISTS
(800) 300-2945

495 Edison Court, Suite A, Fairfield, CA 94534
1494-B East Francis St., Ontario, CA 91761
Phone: (909) 923-7952 Fax: (909) 923-7941

TERMS and CONDITIONS

(Unless Otherwise Noted On This Proposal)

TERMS:

Sales Tax, if applicable, is based on current rates at time of billing.

Payment terms ***net 30***

(Should different terms be requested, an addendum will need to be fully executed in order to approve revised terms)

All work to be performed during normal business hours (M-F 6:00 a.m to 5:00 p.m.). Work authorized to be done outside of normal business hours will be subject to additional charges, i.e., time & a half, double time, etc.

Estimate on parts found faulty during service is based on report of no known problems. If parts cost and labor become extensive and exceed Estimate, Air Exchange, Inc. will contact the Buyer with notification of exact additional costs.

Buyer to carry Fire, Tornado, & all other necessary insurances.

EXCLUSIONS:

The following Exclusions apply, but are not limited to:

- Any materials or labor not listed on proposal
- Any other Fans or Interlocks
- Blocking, Roof Curbs, Roof Jacks, or Painting

Permits and fees for items, including, but not limited to: *(For any item below required; a separate quote will follow)*

- Any pertinent load calculations
- Technical Drawings
- Submittals
- Shop Drawings & Permit Drawings of any kind

Outside services, including, but not limited to:

- Concrete work
- Exterior penetrations
- Fork or Scissor Lift Rentals

Freight, if not included on this proposal, can be handled one of the following ways:

- Provide preferred carrier with Buyer's account number **OR**
- Air Exchange, Inc. will pay for Freight charges and Invoice Buyer - This provision must be included in your Purchase Order to Air Exchange, Inc.

GUARANTEE:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon the written orders and agreement of both parties, and will become an extra charge in addition to this proposal. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workers' Compensation Insurance.

SIGNATURE of GUARANTEE & ACCEPTANCE

Gary Graven	**12/6/2018**	
Authorized Signature Air Exchange, Inc.	Date of Proposal	
		ACCEPTANCE OF PROPOSAL The above prices, specifications, and Terms & Conditions are satisfactory and are hereby accepted. The signature provided is an autrhorized agent for the Buyer & authroizes Air Exchange, Inc. to perform the work as specified.
Authorized Signature Buyer	Date of Acceptance	

February 26, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF CIVILTEC ENGINEERING INC. AND ESTABLISHING A PURCHASE ORDER AND ENTERING INTO A CONTRACT FOR ON-CALL ENGINEERING SERVICES FOR FISCAL YEARS 2018-19, 2019/20 AND 2020/21 ($50,000.00)**

SUMMARY

This resolution authorizes the City Manager to issue a purchase order and enter into a contract with Civiltec Engineering Inc., in the amount not to exceed FIFTY THOUSAND Dollars ($50,000.00) for On-Call Engineering services for each of the following: FY 2018/19, 2019/20, 2020/21.

BACKGROUND

The Compton Municipal Water Department ("Department") is an Urban Retail Water Supplier providing water services to approximately 80% of the incorporated City limits. The Water system consists of approximately 156 miles of water mains, 1,000 fire hydrants, 1,000 valves, 8 water wells, two water storage tank locations with five storage tanks total and two booster pump stations.

STATEMENT OF THE ISSUE

The Municipal Water Department from time to time may require professional engineering services for the design of small pipeline installation services, miscellaneous engineering design, plan check services and construction management and inspection services, on an On-Call As-Needed basis.

City Management is in agreement with this approach for Civil Engineering services. On December 12, 2018, staff met and conferred with the Management Union, which is amenable to this, with the evaluation of services on an annual basis.

A Request for Proposals was advertised on August 29, 2018 and proposals were solicited from five (5) Consulting Firms experienced in this type of engagement. On September 27, 2018 proposals were received from three (3) consulting firms.

Proposals were independently evaluated and scored on six (6) criteria;

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

The Ranking Scores are as follows:

- Civiltec Engineering Inc. 17.35
- Quantum Consulting 14.9
- GK & Associates 4.0

FINANCIAL IMPACT

The estimated cost to perform On-Call Engineering Services for each of the Fiscal Years 2018/19, 2019/20 and 2020/21 is $50,000.00.

Funds for this expenditure are available in Account 5000-900-000-4249 (Special Department Expense) in the amount of $50,000.00 for FY 2018/19. Staff will Budget funds in Fiscal Years 2019/20 and 2020/21.

ALTERNATIVE

None suggested.

RECOMMENDATION

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

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

APPROVED FOR FORWARDING

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF CIVILTEC ENGINEERING INC. AND ESTABLISHING A PURCHASE ORDER AND ENTERING INTO A CONTRACT FOR ON-CALL ENGINEERING SERVICES FOR FISCAL YEARS 2018-2019, 2019-2020 AND 2020-2021 ($50,000.00)

WHEREAS, the Compton Municipal Water Department ("Department") from time to time may require professional engineering services for the design of small pipeline installation services, miscellaneous engineering design, plan check services and construction management and inspection services; and

WHEREAS, on December 12, 2018, staff met and conferred with AFSCME Local 2325 and the parties agreed to move forward with this proposal with an evaluation on an annual basis; and

WHEREAS, the Department advertised for proposals for On-Call Engineering Services for Fiscal Years 2018/19, 2019/20 and 2020/21. Proposals were opened on September 27, 2018 from the following:

VENDOR	**RANKING SCORE**
Civiltec Engineering Inc.	**17.35**
Quantum Consulting	14.9
GK & Associates	4.0

WHEREAS, Civiltec Engineering Inc., was the highest rated proposer and their Rate Schedule is in line for services which may be required; and

WHEREAS, funds are allocated in the 2018-19 Fiscal Year budget in Account No. 5000-900-000-4249 for this purchase. The Department will budget funds for future Fiscal Years 2019/20 and 2020/21.

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

SECTION 1. That the proposal of Civiltec Engineering Inc., in the amount of Fifty Thousand Dollars ($50,000.00) for On-Call Engineering Services.

SECTION 2. That the City Manager is hereby authorized to execute a 3-year agreement, in the amount of $50,000.00 for Civiltec Engineering Inc., upon the advice of the City Attorney, for the On-Call Engineering Services for Fiscal Year 2018/19.

SECTION 3. That funds for this expenditure are available in the Compton Municipal Water Department's Fiscal Year 2018-2019 budget in Account No. 5000-900-000-4249.

SECTION 4. That the Department will budget funds for future Fiscal Years 2019/20 and 2020/21.

SECTION 5. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller and Compton Municipal Water 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

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

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

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

RECITALS:

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

WHEREAS, the Municipal Water Department from time to time may require professional engineering services for the design of small pipeline installation services, miscellaneous engineering design, plan check services and construction management and inspection services, on an On-Call As-Needed basis; and

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

WHEREAS, on December 12, 2008, staff met and conferred with AFSCME Local 2325 and the parties agreed to move forward with this proposal with an evaluation on an annual basis; and

WHEREAS, on February 26, 2019, pursuant to Resolution No. _____, the City Council authorized the City Manager to enter into a professional services agreement with Civiltec Engineering, Inc. ("Consultant") to provide general civil engineering services on and On-Call As-Needed basis; and

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

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

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

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the Parties that the Consultant shall perform and be responsible for providing various professional engineering services as requested to the City ("Project"). Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

Tasks include:

As described in the Request for Proposal.

As more fully specified in the City's **"Request for Proposals for On-Call Engineering Services"** (dated August 29, 2018) and Consultant's **"Proposal to Provide On-Call Engineering Services"** (dated September 27, 2018)**,** which are incorporated by this reference.

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

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

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

Mr. Shem Hawes, Principal-In-Charge of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

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

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

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

3. Compensation. The method of payment for this Contract will be on a fee-for-services, per Task, basis as specified within Consultant's **"Fee Proposal"** dated September 27, 2018 and incorporated herein. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

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

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

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

As full and complete compensation for performance of all the services- identified within Tasks 1 through 4, above - to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Insert Contract amount.**

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

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

5. **Independent Contractor Status.** Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers,

employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

The payment(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 City Manager or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

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

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

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

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

breach upon which the City may immediately terminate this Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the City**.**

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

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

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

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

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

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

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

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

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

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

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

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City

elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a 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.

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

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

19. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles,

State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

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

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

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

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

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

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

26. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized,

in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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

To Consultant:

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

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

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

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

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

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

Civiltec Engineering Inc.
CONSULTANT

Dated: _____ **By _____**
Mr. Shem Hawes

CITY OF COMPTON

Recommended for Approval:

By _____ **Dated: _____**
Brian A. Dickinson, General Manager
Compton Municipal Water Department

Approved by:

By _____ **Dated: _____**
Cecil Rhambo, City Manager

Approved as to Form:

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

ATTEST:

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

CIVILTEC
engineering inc.

Civil, Water, Wastewater, Drainage, Transportation and
Electrical/Controls Engineering • Construction Management • Surveying
California • Arizona

City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

September 27, 2018

Attention: Brian Dickinson, Water Department General Manager

Subject: Proposal for
On-Call General Engineering Consultant Services

Dear Mr. Dickinson:

The City of Compton (City) is seeking an engineering firm to assist with design, permitting, survey, construction management, plan check and right-of-way acquisition for various water, wastewater, drainage and roadway capital improvement program (CIP) projects. ***Civiltec Engineering, Inc.*** (***Civiltec***) provides these exact services. We have designed hundreds of thousands of feet of water and sewer pipelines, as well as numerous storm water and roadway projects for municipalities and water entities throughout Southern California. Providing on-call services is what we do! We understand these projects are typically fast track and require immediate attention. Approximately 87% of our work is with public agencies.

Other unique qualifications include:

- A diverse knowledge of municipal infrastructure design, system reliability issues, facility maintenance, site development, rehabilitation of aging infrastructure, hydraulic analysis, electrical and control systems design, facilities construction methods, constructability reviews and value engineering.
- Our management style provides a "hands-on" approach to ensure decisions are made quickly and projects are delivered on time and within budget.
- Having successfully completed projects for the City in previous years, we have a solid understanding of your system, codes and procedures, as well as maintaining important relationships and working through legislative processes.
- Our team members are experts at roadway, stormwater, water and wastewater planning and engineering activities. This includes development of CIPs, system evaluations, project scheduling and plan checking/hydraulic calculations.

We work closely with our clients to meet the dynamic demands of the real world and are privileged to cultivate long-term relationships with our clients. We are committed to building the right team for each project, tailored to your specific needs and providing you with innovative, cost-effective solutions on every project. We strive to achieve a balance between form and function, budgets and best solutions, and passion and practicality. Our reputation and the quality of our work are paramount to us.

We appreciate the opportunity to submit our qualifications. We are confident that we are the right firm for this contract and we are extremely excited and motivated to serve the City. Feel free to contact me with any questions at (626) 357- 0588 or shawes@civiltec.com. As a firm principal, I have the authority to execute your contract and bind this proposal. ***Civiltec*** will comply with the City's conflict of interest policy and agrees to the contract terms and conditions as set forth in Attachment 2 of the Request for Proposal. This proposal will remain valid for 90 days.

Sincerely,

C. Shem Hawes, PE
Principal, Senior Engineer

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Fee Proposal ..... **Separately Sealed Envelope**

ATTACHMENTS

Attachment A – Key Team Member's Resumes

EXECUTIVE SUMMARY

CIVILTEC SERVICE AREAS
- Water Engineering
- Wastewater Engineering
- Electrical/Controls Engineering
- Drainage Engineering
- Transportation Engineering
- General Civil Engineering
- Land Surveying/Mapping
- Construction Management

Established in 1986 on the principles of innovative thinking and premier quality, ***Civiltec*** has 40+ employees, maintains 11 registered civil engineers, 4 registered land surveyors, 2 certified floodplain managers, 1 U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Accredited Professional (AP), 2 engineers-in-training and support staff that includes project managers, designers, CADD technicians, surveyors and administrative personnel from three office locations: Monrovia, California (headquarters) and Peoria and Prescott, Arizona. We are not too big; we can and will be there when needed in an efficient and affordable fashion. We are not too small; we will provide you with the depth needed to guarantee quality service with adherence to your project schedule.

Our professionals are energized by the commitment to provide you with fresh innovative, consistent, superior engineering and cost-effective solutions. Our team produces plans, specifications, reports and documents by communicating and troubleshooting early to identify and avoid fatal flaws, construction problems and/or delays in the field. ***Civiltec*** promotes a thorough decision-making process based on the consensus of ideas and information from the entire project team. This helps to ensure that sound and intelligent recommendations and solutions are reached so the project has the best chance for success. Knowledge and communication are what we believe to be the foundation for successful problem avoidance and, sound decisive problem resolution.

Civiltec enjoys developing strong working relationships with our clients. In fact, 91% of our work is from repeat clients and, as of last year, 87% of our work was with public agencies. During the past 5 years, we averaged 211 new projects per year. Projects range in size from small to large and have included an abundance of CIP projects for municipalities throughout Southern California. Additionally, our success in developing strong relationships with our clients is a result of our emphasis on client service and complete satisfaction.

This project will be led by C. Shem Hawes, PE, and supported by W. David Byrum, PE, Terry Kerger, PE, Bed Dawadi, PE, Octavio Solorza, CPESC, QSD/P, Greg Ripperger, PE, LEED AP and Chris Duncan, PLS. This team has more than 175 years of combined experience. We have ample resources to complete this project on time and on budget. Our personnel are highly trained in all aspects of public infrastructure projects and we maintain an extensive quality assurance and quality control (QA/QC) process. Our experience includes analysis, planning, budgeting, design and bidding and construction phase services for roadway, stormwater, water and wastewater system improvements. We also have successful experience with the State Water Resources Control Board (SWRCB) Drinking Water State Revolving Fund (DWSRF) Program, California Environmental Quality Act (CEQA) compliance, statutory exemptions, categorical exemptions and Mitigated Negative Declaration (MND) processes.

TEAM QUALIFICATIONS

Providing quality project management and professional engineering is our focus on every project. Feel free to contact any of the references included with our select relevant project experience to verify our dedication to providing innovative, cost-effective solutions on every project.

SELECT PROJECT EXPERIENCE

Agency Name	Years of Experience
California Domestic Water Company	1992-Present
Santa Clarita Valley Water Agency (formerly Castaic Lake Water Agency and Santa Clarita Water Division)	2009-Present
City of Anaheim	2012-Present
City of Beverly Hills	2016-Present
City of Covina	2011-Present
City of El Monte, Water Department, City Utility Engineer	2000-Present
City of Fullerton, Public Works	2013-Present
City of Garden Grove	2011-Present
City of La Verne, Public Works Department, City Utility Engineer	1992-Present
City of Monrovia	2013-Present
City of Newport Beach, Public Works	2014-Present
City of Norco	2018-Present
City of Pomona	2017-Present
Elsinore Valley Municipal Water District	2015-Present
Gateway Water Management Authority	2015-Present
La Habra Heights County Water District, District Engineer	1999-Present
La Puente Valley County Water District, District Engineer	2000-Present
Orchard Dale Water District, District Engineer	1998-Present
Rowland Water District, District Engineer	2003-Present
San Gabriel County Water District, District Engineer	1995-Present
Suburban Water Company	2016-Present
United Water Conservation District	2015-Present
Upper San Gabriel Valley Municipal Water District	2015-Present
Valley County Water District, District Engineer	1996-Present

On-Call Services

Civiltec has been assisting Beverly Hills with as-needed professional engineering services since 2016. Projects have included updating the Water System Standard Drawings, Water System Technical Specifications and Development Guidelines, and performing as-needed development plan-check, hydraulic/modeling analyses and support for new developments within the water system service boundary. To date, ***Civiltec*** has completed plan checking and water system evaluation services for 29 different developments, water modeling updates for the entire water system, water audit validation and supplemental staff for planning assistance to the Development Services Department.

OWNER INFORMATION:
City of Beverly Hills

REFERENCE:
Vince Damasse, PE
Water Resources Manager
(e) vdamasse@beverlyhills.org
(p) 310.285.2491

SERVICE DATES:
2016 - Present

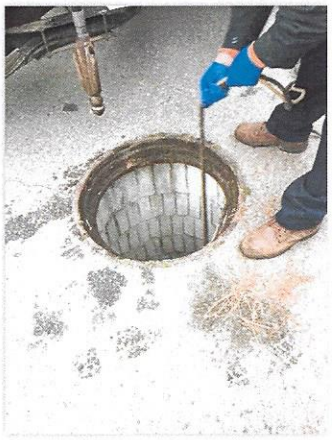
City Utility Engineer/Annual Contract

OWNER INFORMATION:
City of Alhambra

REFERENCE:
Dennis Ahlen
General Manager
(e) dahlen@cityofalhambra.org
(p) 626.570.3274

SERVICE DATES:
1992 - Present

Civiltec has completed water and wastewater facilities projects, as well as plan checking services, under an annual contract for Alhambra from 1992 to 2006 and from 2017 to present. ***Civiltec*** has designed a new 7,000 gallons per minute (gpm) Groundwater Treatment Plant, an air-stripping facility to remove volatile organic compounds (VOCs) from local groundwater produced from Well No. 7, including reports on the facility to the Division of Drinking Water (DDW) and Water Master, destruction of old Well No. 7 per State requirements, new steel well buildings for six wells, water system interconnects with San Gabriel County Water District and California American Water Company, reservoir seismic retrofits, review of subdivision improvement plans, new water facility standard drawings and standard bidding documents with new General Provisions, assistance with coordination of outside agency infrastructure construction and general engineering assignments on an as needed basis. We recently completed a sewer lining project and are completing design and construction support for Alhambra's Lift Station No. 4 and force main replacement project.



In addition, we provided more than 60,000 lineal feet of various size pipelines. Most recently we designed plans, drawings and specifications for the repair and relining work of approximately 1,000 linear feet of deficient sewer lines along line segments in Cypress, Essexfells, Vega and Florentina. These plans and specifications enumerated the necessary construction effort associated with the improvements. Each project required reconditioning improvements, construction management and support during the implementation phase of the improvements. Design efforts included preparation of the following improvements:

- Prepared base maps detailing the street right-of-way and any necessary or conflicting utilities.
- Identified the limits of the lining and spot repair improvements from manhole to manhole and any lining improvements deemed necessary.
- Reviewed available CCTV video to identify current deficiencies within the sewer mains.
- Completed field visits to verify location and extent of improvements as necessary to complete the design.

City Utility Engineer

Civiltec has provided planning, engineering, construction management and observation services to La Verne's Public Works Department since 1992. Projects have included water

OWNER INFORMATION:
City of La Verne

REFERENCE:
Dan Keesey
Director of Public Works
(e) dkeesey@ci.la-verne.ca.us
(p) 909.596.8741

SERVICE DATES:
1992 – Present

and sewer system improvements, street reconstructions, bridge widenings, bike and horse trails, stormwater and site improvements, building renovations, water quality assessments, reservoirs, pump stations, rehabilitation of existing wells, an air-stripper to remove VOCs, a nitrate/perchlorate removal treatment plant and miles of water and sewer pipelines. ***Civiltec*** also assists La Verne's staff daily with task assignments that requires engineering input. Select sample projects include the following:

- Designed more than 50 pipeline projects (ranging in size from 6- to 24-inches).
- Designed and construction managed numerous street and alley reconstruction projects including a 1.5-mile new roadway access into the hillside.
- Designed new water facility, sewer facility, storm drain facility and street construction standard drawings and standard bidding documents with updated General Provisions.
- Coordinated all efforts with Caltrans for the construction of the 210-freeway extension though La Verne and provided extensive plan checking on the freeway plans as well as all subdivision work that impacted La Verne's utilities.

Annual Contract

OWNER INFORMATION:
City of Newport Beach

REFERENCE:
Michael J. Sinacori, PE
Assistant City Engineer
(e) msinacori@newportbeachca.gov
(p) 949.644.3309

SERVICE DATES:
2014 – Present

Civiltec has completed 10 projects under this on-call, as-needed professional engineering services contract for civil engineering and public works observation (CIPs and private development) projects since 2014. Services include preparation of improvement plans for street rehabilitation, widening, realignment and intersection improvements; improvement plans for upgrades, modifications, extensions and/or replacement of water, wastewater and stormwater facilities; studies and supporting documentation including hydrology and hydraulic analysis, water and sewer studies and network analysis; National Pollutant Discharge Elimination System (NPDES) reports, Water Quality Management Plans (WQMP) and SWPPPs, project special provisions and technical specifications, cost estimates, mapping and legal descriptions for right-of-way acquisition, easements and vacations, surveying, construction administration and observation of CIP projects and private improvements, and record drawings. Select projects include the following:

- **Cliff Drive Sewer Pipeline.** Relocation of 6-inch line to a new easement, on-site plumbing relocation and abandonment of existing line. Project included horizontal directional drilling and hand trenching.
- **Irvine Avenue from Santiago Drive to south of Monte Vista Avenue Reconstruction.** Project is approximately 4,200 feet and

included design and construction administration/observation of 2-inch grind and overlay, removal of turf landscaped median and reconstruction to level finished grade, storm drain and catch basin connectivity, sidewalk rehabilitation, driveway approach improvements, American with Disabilities Act (ADA) improvements, and irrigation.

On-Call Services

Civiltec has provided on-call engineering and surveying services as-needed to Monrovia since 1992. The 35+ projects have included electrical system improvements, permit assistance, master planning, site design, water and sewer replacement and design, design of reservoirs and wells, and construction management. Following are select sample projects:

OWNER INFORMATION:
City of Monrovia

REFERENCE:
Tina Cherry
Public Works Director
(e) tcherry@ci.monrovia.ca.us
(p) 626.932.5544

SERVICE DATES:
1992 – Present

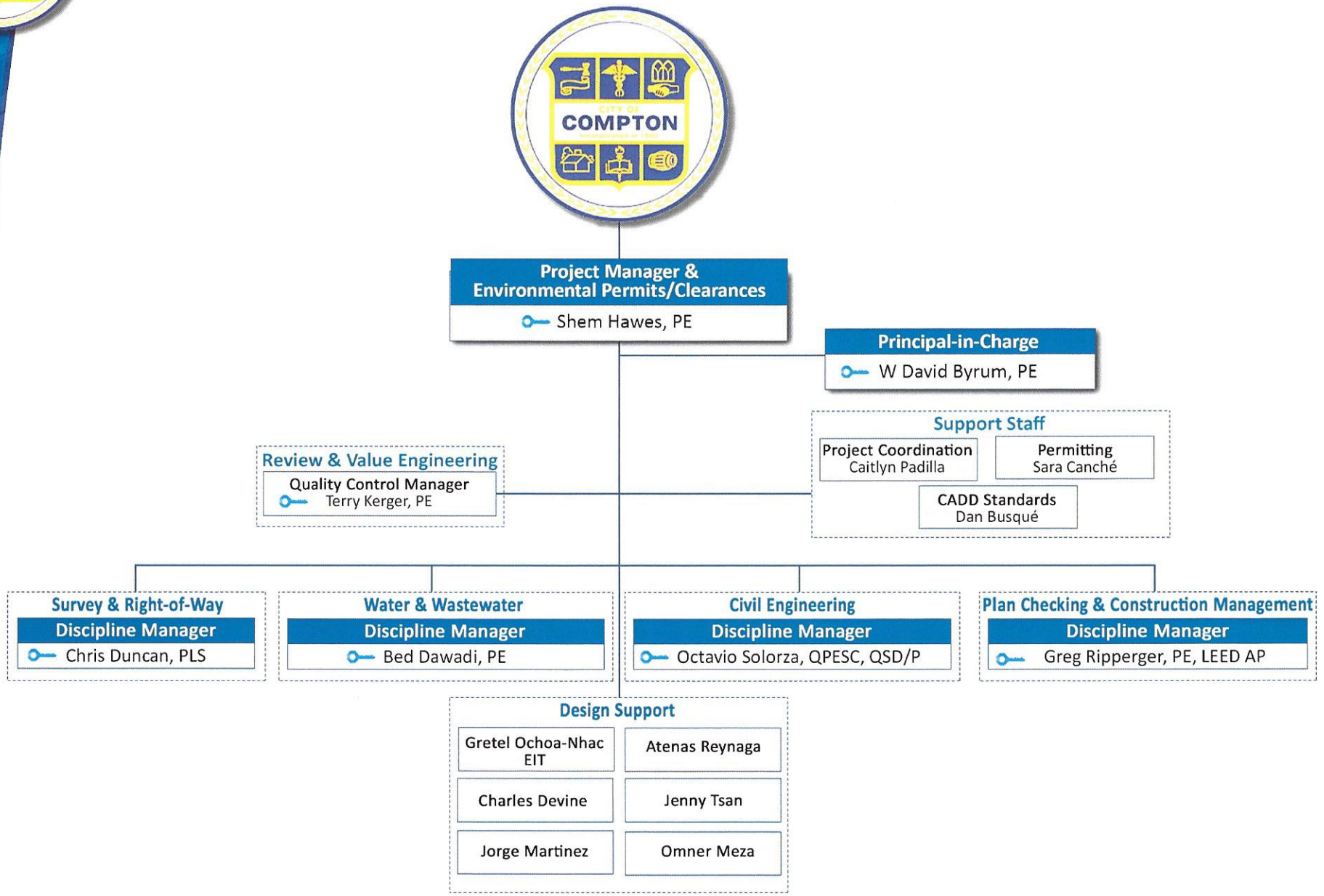
- Designed and construction-managed the Station Square Transit Village associated with the Metropolitan Transportation Authority's Gold Line extension. This project also includes design of a new concrete street, subsurface stormwater management system, water, sewer and site plans.
- Construction managed the entire $17 million Station Square Transit Village project.
- Designed several sewer line and water line replacement projects.
- Designed a new signalized pedestrian crosswalk.
- Designed a new concrete reservoir and rehabilitated two existing concrete reservoirs.
- Designed two new groundwater wells and treatment facilities.

KEY PERSONNEL

Personnel in our Monrovia office are experienced public works engineers, construction managers, and qualified observation staff with combined 345+ years of technical experience. All work assigned to us will be managed out of this office. ***Civiltec*** is committed to building the right team for each project, tailored to your specific needs. Key staff proposed will not be reassigned or replaced without your prior written authorization. We have structured our business to not only share resources between offices (as needed), but also information and even team members (several employees work out of multiple offices). This enables us to limit errors and keep low overhead costs (pass the savings on to our clients).

Civiltec utilizes state-of-the-art computer technology to assist in project design and communication, including AutoCAD with Civil 3D, various technical engineering and survey programs, and the latest versions of Microsoft Office, Microsoft Project and Adobe Creative Cloud. We pride ourselves on personal service and we are proud of our reputation for fast responsiveness and high-quality standards.

An organizational chart of our proposed team is shown on the following page, followed by key team member's qualifications. Two-page resumes for key staff are included in Attachment A.


Project Manager & Environmental Permits/Clearances
Shem Hawes, PE
Principal-in-Charge
W David Byrum, PE
Support Staff
Project Coordination
Caitlyn Padilla
Permitting
Sara Canché
CADD Standards
Dan Busqué
Review & Value Engineering
Quality Control Manager
Terry Kerger, PE
Survey & Right-of-Way
Discipline Manager
Chris Duncan, PLS
Water & Wastewater
Discipline Manager
Bed Dawadi, PE
Civil Engineering
Discipline Manager
Octavio Solorza, QPESC, QSD/P
Plan Checking & Construction Management
Discipline Manager
Greg Ripperger, PE, LEED AP
Design Support
Gretel Ochoa-Nhac
EIT
Atenas Reynaga
Charles Devine
Jenny Tsan
Jorge Martinez
Omner Meza

C. Shem Hawes, PE – Project Manager & Environmental Permits/Clearances

EDUCATION: B.S. CIVIL AND ENVIRONMENTAL ENGINEERING, UNIVERSITY OF UTAH, 2002

REGISTRATION: PROFESSIONAL ENGINEER, CALIFORNIA NO. 69578

Mr. Hawes has 15+ years (11+ with ***Civiltec***) of water and wastewater experience. During his tenure, he has been integral in developing relationships with clientele and interacting at multiple levels with business partners and owners to develop solutions for water, wastewater and public works projects. He has been the responsible engineer for hundreds of unique planning, design and analytical projects while acting in the role of project manager and/or senior engineer. Mr. Hawes can be reached in our Monrovia office at 118 W. Lime Avenue | (P) 626.357.0588 | shawes@civiltec.com | (f) 626.303.7957.

W. David Byrum, PE – Principal-in-Charge

EDUCATION: B.S., MECHANICAL ENGINEERING, UNIVERSITY OF CALIFORNIA, LOS ANGELES, 1977

REGISTRATION: PROFESSIONAL ENGINEER, CALIFORNIA NO. 43296

Mr. Byrum has 40+ years (25+ with ***Civiltec***) of experience as a systems planner, design engineer, project manager, principal engineer and construction manager. He is an expert in the planning and design of water distribution and transmission pipelines, water treatment plants, booster pumping stations, steel and concrete reservoirs, groundwater wells, specialty valving stations, lift stations, flow equalization stations, wastewater treatment plants, storm drains and street improvement projects. He also prepares regulatory agency compliance reports and technical studies to ensure water purveyors remain in compliance with current regulations.

Terry Kerger, PE – Quality Control Manager

EDUCATION: B.S. CIVIL ENGINEERING, CALIFORNIA STATE UNIVERSITY, LOS ANGELES, 1985

REGISTRATION: PROFESSIONAL ENGINEER, CALIFORNIA NO. 34896

Mr. Kerger has 45+ years (14+ with ***Civiltec***) of experience in project management, design and construction of civil engineering projects. His experience includes flow computations for master plans, hydraulic calculations, more than 50 miles of water transmission mains (ranging from 6- to 30-inches), flow control facilities, pump stations, reservoirs, wells, treatment plants, sewerage, water containment, investigations of wellhead water treatment and well water blending, hydraulic modeling, CIPs, telemetry system design, feasibility studies for purchase of adjacent mutual water systems, including system appraisal, financial options, and identifying system upgrades, flood control facilities, bikeway, roadway design, structure design, grading plans, water master plans, and agency plan check programs. He has designed and managed projects ranging from small water main improvements to a $5 million groundwater production and water treatment facility.

Bed Dawadi, PE – Water & Wastewater Discipline Manager

EDUCATION: M.SC., CIVIL AND ENVIRONMENTAL ENGINEERING, SOUTH DAKOTA STATE UNIVERSITY, 2007 | B.SC., CIVIL ENGINEERING, 2002

REGISTRATION: PROFESSIONAL ENGINEER, CALIFORNIA NO. 79112

Mr. Dawadi has 14+ years (6+ with ***Civiltec***) of water and wastewater engineering experience. His responsibilities have included the planning, design and construction management of public works projects. He has

prepared/processed injury and illness prevention programs (IIPPs) and stormwater pollution prevention plans (SWPPPs), developed odor control and sewer renovation, bypass and commissioning plans for sewer pump stations, and designed collection/solid handling facilities for water and wastewater treatment plants. Mr. Dawadi is an expert in hydraulic modeling and the design of treatment systems, pipelines, wells and mechanical systems. He also has extensive experience preparing specifications, cost estimating, project coordination and budget management.

Octavio Solorza, QPESC, QSD/P – Civil Engineering Discipline Manager

EDUCATION: B.S., CIVIL ENGINEERING, CALIFORNIA STATE POLYTECHNIC UNIVERSITY POMONA, 1986

REGISTRATION: CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL, NO. 6958 | QUALIFIED SWPPP DEVELOPER/ PRACTITIONER, NO. 23025

Mr. Solorza has 33+ years (30+ with ***Civiltec***) of engineering experience. He is an Associate in the firm with an extensive background in general civil engineering. Mr. Solorza is an expert in the preparation and processing of grading and drainage, SWPPPs, street improvement, storm drains, water and sewer, street lighting, and signing and striping plans. He has also prepared drainage concepts, hydrology studies and hydraulic calculations, technical studies and computer modeling.

Greg Ripperger, PE, LEED AP – Plan Checking & Construction Mgmt. Discipline Manager

EDUCATION: B.S., CIVIL ENGINEERING, OKLAHOMA STATE UNIVERSITY, 2008

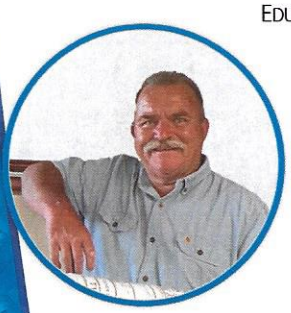
REGISTRATION: PROFESSIONAL ENGINEER, CALIFORNIA NO. 79499 | LEED AP: BD+C | WATER AUDIT VALIDATOR CERTIFIED, CALIFORNIA-NEVADA SECTION, AWWA

Mr. Ripperger has 10+ years (4+ with ***Civiltec***) of experience in plan checking, water engineering and construction management. His water experience includes hydraulic modeling, water system simulation, master planning, pipelines booster stations, surge protection and water distribution planning for large development projects. As a construction manager, he has been responsible for the full scope of construction management, including quality, sustainability, safety and budgets. Mr. Ripperger's ability to quickly understand a water system and solve system problems with simple solutions makes him an excellent asset to the team. He has extensive hydraulic modeling experience using InfoWater, HEC-RAS, H2ONET and several other software platforms. As a LEED AP, many of his projects have been designed and constructed using green building principles and have received LEED Certification.

Chris Duncan, PLS – Survey & Right-of-way Discipline Manager

EDUCATION: EXTENSION COURSES, FIELD SURVEYING, CALIFORNIA STATE UNIVERSITY OF LOS ANGELES

REGISTRATION: PROFESSIONAL LAND SURVEYING CALIFORNIA #7745



Mr. Duncan has been an active field and office land surveyor for 36+ years. He has performed all aspects of surveying throughout California and Arizona, including construction staking, boundary surveys, control surveys, and topographic surveys. He excels at major hillside subdivision work and is a member of the American Congress on Surveying and Mapping and National Society of Professional Engineers.

Additional Engineering Team Members

Additional staff will be assigned to the project as needed, including Gretel Ochoa, EIT (Staff Engineer), Dan Busqué (Senior Designer), Jorge Martinez (Designer), Charles Devine (Staff Engineer), Jenny Tsan (Designer/ Technician), Omner Meza (Designer), Atenas Reynaga (Staff Engineer) and Sara Canché (Planning Technician). Our project engineers and designers have combined 173+ years of experience. Administrative staff has combined 50+ years of experience producing reports, specifications and graphics.

REFERENCES

Name	Information
Vince Damasse, PE Water Resources Manager City of Beverly Hills	**Address:** 345 Foothill Road Beverly Hills, CA 90210 **Phone:** 310.285.2491 **Email:** vdamasse@beverlyhills.org
Dennis Ahlen Deputy Director of Utilities City of Alhambra	**Address:** 111 S First Street Alhambra, CA 91801 **Phone:** 626.570.3274 **Email:** dahlen@cityofalhambra.org
Dan Keesey Director of Public Works City of La Verne	**Address:** 3660 D Street La Verne, CA 91750 **Phone:** 909.596.8741 **Email:** dkeesey@ci.la-verne.ca.us
Mike Sinacori, PE Assistant City Engineer City of Newport Beach	**Address:** 3300 Newport Blvd. Newport Beach, CA 92658 **Phone:** 949.644.3309 **Email:** msinacori@newportbeachca.gov
Jim Elliott, PE Senior Manager Liberty Utilities	**Address:** 9750 Washburn Road Downey, CA 90241 **Phone:** 760.240.8325 **Email:** jim.elliott@libertyutilities.com

LIST OF COMPTON CONTRACTS

Civiltec recently completed the Tank Farm Booster Pump Station design directly for the City. However, we have completed eight other projects within the City, including state revolving fund application and water system modeling/analysis for Sativa Los Angeles County Water District, Rosecrans, Cahita, Cairns, 148th and El Segundo water main replacements for Liberty Utilities and Centennial and Dominguez High School Stadium Surveys, Compton Unified School District Caldwell Feasibility Study and district-wide aerial mapping.

OUTSIDE FUNDING SOURCES

PROJECT FUNDING REQUIREMENTS

Through our proven history of providing construction management services, ***Civiltec*** has gained a good working knowledge of typical outside funding sources commonly used to fund local CIP projects. These sources included the SWRCB, State Revolving Fund (SRF) loans and U.S. Environmental Protection Agency (EPA) Clean Drinking Water funding. We understand that these programs usually require an increased level of record-keeping and reporting requirements,

and we have a developed procedural management system that complies with these requirements to protect the City from the possibility of losing funding.

FEDERAL FUNDING EXPERIENCE

Familiarity with State and Federal Procedures

Civiltec has significant experience working on projects with state and federal funding. If an agency determines that an innovative award methodology best meets the needs of their construction project, and it is a non-traditional construction contracting technique which deviates from the competitive bidding provisions in 23 USC 112, then funding federal agency approval must be obtained. Any contract that utilizes a method of award other than the lowest responsive bid has to be evaluated. These non-traditional contracting techniques may include enhanced low bid, best value, life cycle cost bidding, qualifications based bidding and other methods where cost and other factors are considered in the award process. Most recently, our firm worked closely with Monrovia to secure proper funding for the Station Square projects. This project included multiple sources of state funding that had varying conditions and reporting requirements. We demonstrated their capability to organize, manage, and submit the necessary documentation to successfully complete the reimbursement process for funding.

Additionally, Greg Ripperger, PE, LEED AP, has extensive knowledge of state and federal funding requirements through his previous work with the United States Army Corps of Engineers. While working there, Mr. Ripperger managed multiple high-profile projects that utilized multiple funding sources with specific funding requirements and oversight from governing bodies. This included an $18 million Traffic Control Tower and $23 million Army Reserve Center.

Federally Funded Projects

- Pasadena Water and Power Explorer Well and Behner Treatment Plant (funding from Corp of Engineers), NASA
- Lincoln Avenue Water Company Monkhill Treatment System Operable Unit 2 (funding from Corp of Engineers), NASA
- Monkhill Treatment System Operable Unit 1 (funding from Corp of Engineers), NASA
- Camp Pendleton Drinking Water Well Chappo Area 23 (funded by Department of Navy), Naval Facilities Engineering Command
- Utility Master Plan Update, Jet Proportion Laboratories/NASA
- Drainage Plan for Building 230, Jet Proportion Laboratories/NASA
- Preliminary Engineering Report for Utilities in Northwest and Northeast Quadrants, Jet Proportion Laboratories/NASA
- Monkhill Treatment System Operable Unit 3 (funding from Corp of Engineers), NASA/ Pasadena Water and Power
- Old Home Manor Industrial Park Improvements, Town of Chino Valley, AZ
- Earnest A. Love Airport Run Way 3R – 21L RSA Improvements, City of Prescott, AZ
- North Paintbrush Flood Corridor Drainage Improvements, Coconino County, AZ

Community Development Block Grant Funded Projects

- Fifth Street Reconstruction, City of La Verne
- "F" Street Reconstruction, City of La Verne
- Wheeler Avenue from Foothill Boulevard to Bonita Avenue, City of La Verne
- 14 Alley Projects, City of La Verne
- Fairview Avenue, City of San Gabriel
- 26 Alley Improvements, City of Pomona
- Fry Wash Hydraulic Floodplain Analysis and Drainage Improvements, Cochise County, AZ
- Loos Drive Widening Project, Phase 4, Town of Prescott Valley, AZ
- Lazy Loop Drainage Improvements, Town of Chino Valley, AZ
- Chino Valley in Chino Meadows Unit V, Town of Chino Valley, AZ

PROJECT UNDERSTANDING AND APPROACH

Our focus on every project is to successfully initiate processes for timely programming, tracking, design and construction. We will focus on communication, building a good project foundation and striving to achieve full team investment on every project we are assigned. Only with a complete understanding of the City's goals, project's requirements, potential utility conflicts, in addition to other agency requirements and concerns can we prepare the most efficient and practical work plan.

The example project tasks below consider the scope effort to design various facilities including pipelines, pump stations, wells, reservoirs, treatment plants, sewer mains, lift stations, chemical dosing facilities and pressure regulation stations. **Based on the actual project assigned, *Civiltec* will modify the approach to best fit the City's goals and the project's requirements for timely, successful completion.** We also understand that we may be asked to manage multiple contracts simultaneously and respond quickly to field requests. ***Civiltec*** has a strong and successful history providing on-call/as-needed services. This is what we do!

PROJECT MANAGEMENT

Civiltec follows a simple four-part philosophy to promote the timely and effective completion of all projects; (1) we do our homework, (2) we listen, (3) we commit the best technical and personnel resources at our disposal, and (4) we communicate. This philosophy minimizes the need for amendments to contracts and/or change orders. The process starts with development of the project understanding and continues with informative communication throughout the project. Only with a complete understanding of your goals, the project requirements, potential utility conflicts and stakeholder/ other agency requirements and concerns can we prepare what we believe will be the most efficient, economical and practical work plan. We then design an approach with the best available technical expertise and resources to satisfy all the goals and bring the project to a timely and successful completion.

The work plan, possible challenges identified (based on our vast experience), and our strategies to mitigate those challenges will be discussed in detail with you at the beginning of the project. This helps to minimize any surprises and allows the project team to respond quickly and

decisively to find sound, cost-effective solutions to any challenge. Our experience to this type of focused and deliberate upfront effort allows the team the opportunity to mitigate potential problems and/or conflicts; saving you the extra costs associated with conflicts during construction.

A typical project scope includes 30%, 60%, 90%, and 100% design submittals, meetings, and reviews. It is our experience that on-call clients benefit from scopes that stream-line the design process, when appropriate. This typically results in projects that are designed on shorter schedules and lesser budgets. Some other strategies ***Civiltec*** has employed include adjustments to scheduling of specific tasks to maintain the overall project schedule or the addition of project staff resources to handle specific project tasks.

Cost Estimating

Civiltec maintains a comprehensive library of previous project construction costs. The library includes internal and external engineer's opinion of probable construction costs. We also utilize recent contractor bid tabulations and the most current construction cost publication for estimating unit costs for bid schedule items.

Schedule and Budget Control

Civiltec has an excellent track record producing complete plans, specifications, cost-estimates and construction documents correctly, thoroughly, and on time. Whether working for a governmental agency, corporation or private land owner, we realize that time is money. Project budgets are determined using man-hour breakdowns by staff members for each task. Based on man-hour estimates and staff availability, project schedules are established for every task. We utilize Microsoft Project to develop and maintain overall project schedules. These schedules are used in communication with our clients and staff, so all expectations and budgets are met. On schedule projects are on budget projects! We continually stress that point to our clients and team members.

Quality Assurance/Quality Control (QA/QC)

Civiltec's project manager is responsible for the oversight, management and implementation of the QA/QC process. We have a robust QA/QC manual called Engineering and Surveying Design Control Procedures (EDCP) that is customized to fit each project. The EDCP outlines responsibilities and processes to control and verify all surveying, planning, engineering, budgeting and scheduling requirements. The goal is to produce exceptional, accurate, compliant, cost-effective deliverables you expect per the scope of work. All documents, including but not limited to, reports, drawings, sketches, specifications, technical provisions, calculations, etc., are subject to the QA/QC process. Design inputs, such as applicable municipal, county, state and federal codes and standards, contract documents and other applicable quality and technical requirements are reviewed for applicability and incorporated, as needed.

The QA/QC manager works with the project manager to review project documentation for conformance with applicable standards, accuracy and completeness. Reviews are documented on the check set plans/documents by initialing and dating. Comments are recorded in a comment memorandum, as needed. The project manager reviews and resolves the comments. Original check set plans/documents and corrected plans/documents are resubmitted to the project manager, as needed, for approval and milestone submittal.

The project manager will meet with you to review comments and prepare written responses and resolutions. We request that comments be compiled and submitted to the project manager in a written document. A copy of the responses and resolutions, as well as your original comments, will be returned with the next submittal.

Project Administration/Management

Civiltec will arrange and conduct a kick-off meeting and site visit with the City and the project team. The goal of this meeting is to formalize design criteria, discuss schedules and obtain related information such as CAD files, plans or documents that the City may have relative to the project. We will prepare an agenda and provide meeting minutes and action items within one week of the meeting.

Preliminary Schedule. A detailed preliminary schedule will be prepared for the initial analysis, design and construction requirements (addressing phasing of the project). This schedule is updated as necessary during each phase of the project to keep the City and the team informed and to identify potential schedule slippage.

SCOPE OF WORK

Phase I-A. Site Evaluation, Analysis and Reports

The purpose of this phase is to determine fatal flaws, preliminary costs and alternatives. Tasks typically include the following items.

Topographic Survey. A detailed topographic survey (or aerial survey) of the site will locate all existing improvements, establish horizontal and vertical control for construction and supplement record data of the potential construction area. ***Civiltec*** will deliver a complete topographic base map of the site to the City for use along with electronic AutoCAD files.

Review. ***Civiltec*** will request, obtain and review the City's record drawings of all affected areas within the project limits. We will perform a record and data search consisting of boundary, easement and survey information and complete a composite base map utilizing utility records received from agencies and entities as well as incorporation of the topographic survey map, boundary and easement information.

Hydraulic Study. Completing a study of the system's hydraulics will determine the impact(s) the new facility(s) will have on the existing system. We propose using the City's existing system model to size the proposed facility (pipeline, wells, pumps, reservoir, pressure valve, etc.) with input from City staff. Hydraulic calculations will be included to support the results of the hydraulic model analysis.

Site Study. We will prepare a site study of the area, including alternative alignments and layouts based on the composite base map, to determine the most efficient configurations of the facility. The study will include discussion regarding site constraints and construction boundaries. The City's approved scale showing the alignment or location and layout, including major appurtenances, will be used for the conceptual plans. We will focus our study on the layout and feasibility of the construction materials, configurations and related construction costs.

Permitting. Jurisdictional agencies will be contacted for permitting and approval requirements. This may include the City's other affected departments, SWRCB, DDW, railroad authorities,

county flood control, etc. as deemed necessary for approval or permitting. This task may also include preparation of environmental reports for compliance with CEQA.

Preliminary Design Report. A preliminary design report will summarize the design parameters, construction materials, any alternative configurations or alignments and permitting requirements. The report will contain a summary section, conclusions and recommendations, as well as all supporting data. Mr. Hawes, PE, will receive input from the City on all decisions and meet with City staff to discuss finalizing the report prior to proceeding to the design phase.

Phase I-B. Preliminary Design

This phase will begin the implementation of design based on the upfront planning and conceptual phase work. Heavy focus is placed on communication and meetings necessary to present the project and ensure complete team buy-in. **Design will be completed to a 50% level**. Tasks typically include the following items.

Construction Cost Estimates and Specifications. These will be prepared based on the preliminary investigations and designs. A cost benefit alternative analysis will determine the best value for all viable and feasible options at the preliminary design level.

Permitting. The permitting process will begin with submittal of applications and preliminary plans to the jurisdictional agencies for review and comments. Waiver requests will be submitted to DDW where pipelines do not meet separation requirements adjacent to sewer and storm drain.

CEQA. Environmental documents will be prepared to begin the CEQA approval process. Any questions or comments by the agencies will be responded to quickly to keep the process moving.

Topographic Survey. Existing utilities will be thoroughly investigated surrounding the site in collaboration with the City. Topography survey will pick-up all utility lines marked by DigAlert (Underground Service Alert of Southern California or USA/SC) and topographic mapping will be prepared utilizing record search information and survey. A field visit will be made to confirm all surface facilities and markings.

Potholing. A potholing plan will be provided to document proposed potholing locations. Potholing of existing utilities will be performed along roads and/or within the City right-of-way and easements. This information will be implemented into the final topographic plan and submitted to the City for review and comments. (***Civiltec*** will use a sub-contractor for these services, as needed.)

Civiltec has used this approach and eliminated missing utility lines on past design projects. We will meet with the City to review preliminary alignments and layouts prior to proceeding to final design. Meeting minutes and action items will be provided.

Preliminary Layouts, Design Plans, Cost Estimate and Specifications for the Following
Site Improvement Design. Design of grading, paving, drainage, utilities, etc. based on recommendations from the preliminary design report and the City's input on aesthetics.
Pipelines and Mechanical Design. Design plans for pipeline alignments and mechanical elements in configurations, fittings, valving and other related mechanical equipment. Plans will include plan and profile/sections to completely detail the intent of design.
Corrosion Analysis and Cathodic Protection. Provide soil corrosion potential investigation and analysis. Provide cathodic protection system investigation and recommendation. Sample the existing soil and test to determine the soil corrosion potential. Determine corrosion penitential and the corrosion effect on steel water mains. Determine the most beneficial cathodic protection system and system requirements for either an impressed current or sacrificial anode system. Determine the most efficient cathodic protection system based on the corrosion analysis and provide requirements for the pipeline design.
Structural and Architectural Design. Designs and details prepared for buildings or reservoirs including structural calculations, as necessary. We will detail necessary architectural treatments to blend the facility with its surroundings.
Electrical, Control and SCADA Design. Design prepared for required electrical service and equipment for the facility including load calculations and single line diagrams. Also design necessary for telemetry supervision and controls (SCADA devices).

Phase I-C. Final Design

The final design phase brings all the planning and preliminary design work to realization. Our focus during this phase is to detail and specify the intended construction completely. Our approach to submittals and review meetings tends to expedite the process so the City's project goals are fully implemented. Tasks in this phase include the following items.

Final Drawings. Prepared final drawings for the facilities will comply with the preliminary design report, approved preliminary design and established design criteria. The drawings will be 100% complete in AutoCAD and hard copy 22-inch by 34-inch Mylar with inked signatures. The drawings will be complete, detailing the following, as applicable:

Final Complete, Detailed Drawings, Cost Estimate and Specifications
Title Sheet. List of drawings, standard drawings, site location and vicinity map.
Second Title Sheet. General notes, master construction notes, standard abbreviations and standard details.
Pipeline Plan and Profile. Topography, utility and boundary/easement information. Specify pipe material, pressure class, linings and coatings, joint type and restraints, thrust and anchor blocks, and trench replacement materials. Locate and size all required blow offs, air valves, isolation valves and appurtenances. Cathodic protection system is design based on the selected alternative most suitable for the application in either impressed current or sacrificial anode systems.
Site Plan. Facility location and site improvements including plan views of the proposed construction, final grading and elevations.
Yard Piping and/or Layout Plans. Detail location of improvements and mechanical design for pump stations, wells, reservoirs, pressure regulating stations, etc.
Details and Sections. Special crossings, critical areas, equipment and appurtenances.

Final Complete, Detailed Drawings, Cost Estimate and Specifications
Inlet/Outlet, Suction/Discharge and Drain Piping. Details and sections.
Miscellaneous Details. Access hatches, ladders and ventilation.
Building and Tank. Elevations and sections.
Structural and Architectural. Detail sheets.
Electrical and Telemetry. Provision plans including site plans, interior lighting plans, power distribution and outlet plans, conduit and wire schedules, and control system plans.

Key Submittals, Meetings and Design Information Proposed
50% Design Review. Submit preliminary title sheets, pipeline alignments, facility configuration layouts, working sketches of details and sections, preliminary construction cost estimate, preliminary schedule, draft specifications, narrative of the design progress addressing outstanding issues, and design completion schedule. ***Civiltec's*** project manager will meet with the City to discuss comments following your review and provide meeting minutes.
90% Design Review. Submit complete plans, second draft of complete specifications, updated construction cost estimate, a narrative of progress addressing outstanding issues, design completion schedule reflecting 50% design review comments and 50% design review comments. ***Civiltec's*** project manager will meet with the City to discuss comments following your review and provide meeting minutes
100% Design Review. Submit complete plans and specifications reflecting 90% design review corrections for final approval from the City. A detailed construction cost estimate and schedule will be submitted. Following the submittal, ***Civiltec's*** project manager will meet with the City to expedite approval and provide meeting minutes.
Final Submittal. Final contract and specifications will be submitted. The document will include the City's Agreement Form and General Provisions, special provisions, technical specifications and all forms necessary to solicit bids from contractors per the City's standard format. The bidding proposal will be detailed and itemized outlining the multiple facets of the construction proposed. Detailed construction cost estimate and construction schedule will also be submitted.
Permit/Utility Coordination. Submit plans and documents following 50% submittal through the final submittal for review and processing by applicable agencies until final permits are obtained. We will also submit the plans to impacted utility agencies.
Complete, Original, Signed Mylars and Original Specifications. Submit to the City to place the project out for bid. AutoCAD drawings will be provided on CD for the City's use. As an option, ***Civiltec*** can prepare the bound bidding documents and copy the plans to be placed out for bid.

Our construction management and observation team has had a successful history of providing full service management and observation services similar to those anticipated to be part of this on-call. ***Civiltec's*** **philosophy is to protect the owner's interests, be fair and understanding of the contractor and provide documentation to the City so you receive a quality product.** By facilitating open dialogue between the City, designer, contractor and construction management team, our experience is that most issues can be resolved quickly and easily with minimal adverse impact to the project.

Our construction manager, Greg Ripperger, PE, LEED AP, has built a solid foundation of experience providing construction management and field observation services to water and wastewater agencies and municipalities throughout Southern California. Mr. Hawes is dedicated and committed to delivering a quality, on-budget and on schedule project that will meet the City's expectations.

Phase II. Construction Management and Observation

Civiltec's approach to construction management is divided into three phases.

- Pre-Construction
- Construction
- Post-Construction

CONSTRUCTION MANAGEMENT PLAN

Pre-Construction Phase

- Responsibilities
- CM Procedures Manual
- Initial Construction Schedule
- Constructability Analysis
- Review of Bid and Contract Documents
- Evaluation of Contractor's Bids
- Pre-Construction Condition Survey
- Pre-Construction Conference
- Lines of Communication
- Documentation Procedures

Construction Phase

- Construction Administration/Compliance
- Schedule
- Cost Engineering/Estimating
- Reports, Records, and Document Control
- Quality Control
- Construction Safety Oversight
- SWPPP Compliance
- Progress Payments
- Community Relations
- Submittals
- Change Order Review
- Changes/Claims/Disputes
- Conference/Meetings
- As-Built Drawings
- Progress Site Visits
- Progress Reports
- Survey, Materials Testing, and Geotechnical Services

Post-Construction Phase

- O&M Materials
- Punch Lists
- Notice of Completion
- Bonds
- Liens
- Record Drawings
- Final Acceptance
- Final Payment
- Retention
- Liquidated Damages
- Final CM Report

The primary activities involved in each of these phases is illustrated in the flow chart below. This chart graphically depicts the integrated services we can provide, as needed. By having ***Civiltec*** serve as the single source of responsibility, acting as an extension of the City's staff, all construction management activities will be well-coordinated and will proceed expeditiously.

At the core of our approach is communication. Our construction managers, resident engineers and observation staff will serve as agents and team members and maintain regular and frequent communication with the City, community members, contractor and other parties throughout the duration of each project. ***Civiltec*** will conduct regularly scheduled progress meetings, maintain project documentation files, submittal logs, requests for information (RFIs) and contract modification logs, coordinate/conduct field inspections and coordinate any necessary field surveys and testing. Our staff will have current knowledge and information regarding the project status at all times.

Ability to Respond Quickly. We understand that one of the key issues to providing effective on-call services is to be highly responsive and have the depth

SUMMARY OF AVAILABILITY

Key Personnel	Availability
Shem Hawes, PE	30%
W. David Byrum, PE	15%
Terry Kerger, PE	20%
Bed Dawadi, PE	25%
Greg Ripperger, PE, LEED AP	30%
Octavio Solorza, QPESC, QSD/P	25%
Chris Duncan, PLS	25%

of resources locally available to fulfill a variety of project needs. Our office is located in Monrovia; perfectly located to serve you.

With our existing on-call/as-needed relationships with other cities and agencies throughout Southern California, ***Civiltec*** maintains a strong team with adequate depth and dedication to manage the types of public infrastructure projects.

We have the personnel to serve concurrent projects, as needed. In addition to our core group of construction management and observation staff, ***Civiltec*** maintains on-going relationships with subconsultants that can be called on for specialized services such as geotechnical, aerial mapping, structural, compaction testing, coating inspection, building and controls.

Construction Observation. *Civiltec's* observation staff has successfully provided observation services on projects similar to those anticipated under this on-call. We monitor construction activities and materials for compliance with approved plans, specifications and submittals, documenting proper QA/QC testing and inspection, maintain constant communication with the contractor and construction management staff and certify daily activities through the preparation of a detailed daily report with photo documentation. Following is a list of the minimum items our observation team will monitor and note daily:

Minimum Observation Items Monitored and Noted Daily
Review completion of potholing for existing utilities and checking of potential conflicts prior to allowing trenching operations.
Verify proper notification and "No Park" procedures are being followed.
Verify proper signage, detours and road closures are installed per the approved Traffic Control Plan.
Review the bypass system to observe that the contractor is operating according to the approved Bypass Plan and that the system is in good working order.
Verify that materials and equipment match the approved submittals.
Document that materials arrive at the site undamaged and are properly stored.
Track the contractor's labor, equipment and materials used on the project.
Verify that job-site conditions and activities conform with the encroachment permit requirements.
Spot-check elevations and staking to verify installation matches approved plans.
Document that construction activities are not violating environmental or discharge requirements.
Track time and materials utilized in force account work or disputed work for future evaluation of change requests.
Maintain a separate red-line set of drawings detailing actual construction of the alignment for review with the contractors own red-lines.
Provide daily photo documentation (digital) of construction activities.

Corrosion and Coating Inspection. We will collaborate with a National Association of Corrosion Engineers (NACE) certified coating and cathodic protection inspector, if needed.

Geotechnical, Materials Testing and Inspection. ***Civiltec*** will team with a geotechnical firm to provide geotechnical, materials testing and inspection services. Services will include grading observation and compaction testing, materials sampling and quality control testing, as well as structural special inspection including concrete, welding, fireproofing and masonry. In addition, geotechnical engineers will be available to assist ***Civiltec*** with unforeseen geotechnical issues that may arise.

Public Outreach. Each project is managed with as little inconvenience to the surrounding public as possible. We will be vigilant to possible problems and/or complaints. While always attempting to resolve issues in the field, we will keep the City informed of any immediate issues, so the situation can be resolved before it escalates to senior management or council members. We understand that the City has their own Public Outreach staff, therefore we will coordinate with them regarding any shutdowns, road closures or other major impacts that may affect the public.

Web-Based Project Management. Our construction management staff is well versed in web-based project management programs such as Virtual Project Manager (VPM), ProCore and Sharepoint 360. We have found that when software of this nature is implemented at the beginning of the project, it increases efficiency and is helpful in keeping the project progressing at an optimal rate. We can also integrate our project management with the City's methods by way of CIP projects systems.

Phase III. Design Plan Check

Initial Drawing List. The detailed initial drawing list will be reviewed for each of the design disciplines that will be augmented throughout the project and will reflect input from each of the design consultants. The discipline manager who is assigned to the individual drawings, drawing numbers, appropriate scales and orientation will be identified on the list as it evolves. When final design documents are released for construction, numerical designators and dates of issuance will be used to identify approvals.

Periodic Reviews. The project manager will conduct periodic cursory reviews throughout development to ensure that proper coordination, conflict resolution, standards, formats and design information is utilized in the review preparation.

Detailed Plan Check Review Control Procedures. Drawings are a graphic form of communication and should always be consistent with the design objective in addition to being clear, concise, uniform in presentation and properly coordinated. ***Civiltec*** will ensure that these objectives are met.

The scope of this section provides requirements and guidelines for drawing review. Drawings will be reviewed in accordance with the applicable laws of the State of California. Records that are planned to be incorporated in this process are as follows:

- Complete Reviewed Drawings
- Complete Reviewed Documents
- Drawing Review Checklists

Detailed procedures of the design review development are explained below.

Review of Drawings within Disciplines. The project manager will assign the responsibility for reviewing drawings to a discipline manager who will work together with an engineer. Our senior designer, Dan Busqué will review all drawing check prints at the 30%, 50%, 85% and 100% submittal phases of the project for consistency with the City CADD standards.

Pre-Review of Drawings. The project manager will conduct periodic cursory reviews to ensure that proper coordination, conflict resolution between design discipline reviews, standards, formats and design information are being utilized in the drawing preparation. The project

manager will also ensure that the reviews are being properly coordinated among designs, calculations, and specifications.

A. The project manager will assign an appropriate discipline manager to compile a project-specific checklist verifying that design, construction and presentation aspects are being adequately addressed.

B. At the milestone submittal, the project manager will identify each drawing assignment and assign a discipline manager to perform a review of the respective discipline. Submittal action items will be scanned, saved (see below), logged, and linked into the project review log by the project coordinator (Caitlyn Padilla). The project coordinator will also confirm that all appropriate checklists are completed and filed in the project folder.

    a. Client Submittal
    b. Agency/Permit Submittal

Design Review of Drawing. An assigned discipline manager will check all completed drawings using the check print color-coding as shown below. The discipline manager will note comments and required changes on submittals. Applicable discipline, project specific or other checklists that will be used to verify that all design considerations have been adequately addressed.

The review should include the following:

- Accuracy
- Adequacy
- Conformance to standards of practice
- Cost effectiveness
- Quality
- Fitness for purpose and/or function as specified in the Contract

It is anticipated that the design consultants will make the changes and address the comments to the satisfaction of the project managers and the City, while providing responses and updates to the project response key as appropriate.

Completed reviews, along with the drawing review checklists, will be forwarded to the project manager and project coordinator, who will verify that a proper review has been conducted by the appropriate personnel in accordance with the procedure and that all review comments have been coordinated. Drawing review checklists include the following and are specifically formulated for quality reviews of wastewater treatment plants.

Drawing Coordination – Inter-Discipline Review (IDR).

- Drawings that interface with other disciplines will receive an IDR, which is required between all structural, architectural and electrical interfaces with the civil plans. This review will take place at appropriate milestones as directed by the project manager.
- IDR will include a review for interface, coordination, consistency, as well as correct representation, interferences or conflicts with discipline design computations, correct identification of materials, alignment, etc.

- Duplication of information is to be avoided on drawings, between drawings and in specifications.
- IDR will include design interfaces between this contract, existing team members and among all reviewers on the project.

Approval of Drawings Involving IDRs. Copies of drawings requiring review by more than one discipline manager will be submitted to all contributing discipline managers. The project manager will coordinate with the discipline manager, who will resolve any problems that may arise at this point with the assistance of the City, as needed.

Constructability Review. Constructability reviews will be performed during each review milestone and will include, but not be limited to, the following:

A. Check for realistic scheduling of work activities.

B. Check for adequate right-of-way and access to construction areas.

C. Verify adequacy of areas reserved for contractor's work, lay-down and storage areas.

D. Check for interference with traffic, utilities and other on-going or sequential contract work by others.

E. Address the need for unusual construction materials and equipment.

F. Check for use of appropriate materials and up-to-date designs and technology.

G. Check specifications against drawings for inconsistencies or ambiguities that could lead to schedule delays, disputes and possible legal action.

H. Verify that adequate details are shown to ensure proper erection and construction sequencing.

I. Consider community impacts such as noise, dust, etc.

J. Consider governmental regulations that safeguard the environment, the work place and the public.

K. Accessibility for maintenance, repair and in-service inspection has been provided. We will review maintenance, repair and inspection requirements and verify that the design shown on the drawing provides adequate access for these activities.

L. Verify that the materials specified in the drawing agree with those in the design calculations. Review material selections for applicability of service.

M. Dimensions are correct and consistent, and tolerances are appropriate.

N. Drafting practices conform to the standards specified.

    a. Drawing is legible and presentable.

b. Drawing reproduces satisfactorily.

c. Title and drawing number agree with the drawing list.

d. Revisions are adequately identified as to what was changed, and the correct revision number and date are shown.

Client and Stakeholder Review Comments. ***Civiltec*** will be responsible for supporting all design reviews required by applicable third parties and to ensure all agencies and departments have been provided design documents to review. City and third-party comments will be provided to the project manager in written form. The project manager may receive separate comment packages from each organization and group that reviews a design submittal. The project manager shall provide proper coordination amongst reviews to the City and third parties for all design submittal review comments received.

If any third-party review comments are not to be incorporated into the drawings by the design consultant, a written notification will be submitted to the appropriate party through the project manager.

The project manager will be responsible for following up with the design consultant to ensure all comments are considered and provide the City a copy of all comments that are made in addition to confirmation that the design consultant has considered the comments.

Phase IV. Right-of-Way Acquisition

Legal descriptions and exhibits will be prepared to delineate temporary construction easements or permanent ingress/egress easements on private property, as required. Appraisals for valuation of easements and acquisition services will be provided to the City.

Civiltec will also provide right-of-way acquisition services as needed. Legal descriptions and exhibits will be prepared to delineate temporary construction easements or permanent ingress/egress easements on private property as required. Appraisals for valuation of easements and acquisition services will be provided to transfer such easements to the City.

We will assign Sara Canché to lead the title services, who will obtain the preliminary title reports for the two (2) impacted parcels. We will review property characteristics and identify any easements or encumbrances. All the information received during this title service will be submitted to the City including underlying deeds, documents and maps. ***Civiltec*** will also prepare right-of-entry letters to access the property to conduct survey and geotechnical exploration.

We will provide appraisal services for acquisition of needed right-of-way. We have a strong history of appraisal assignments for cities and public entities, and some of their work included easement valuations, fair market lease rates for city owned land, litigation of contaminated properties, eminent domain proceedings for real and personal property as well as business goodwill. Appraisal services will be in accordance with federal, state and local regulations, policies, procedures and standards.

Civiltec will also provide document preparation services. We will lead the acquisition team and review supporting information including preliminary title reports, real property appraisals and

other pertinent information. An offer package for each easement acquisition will be prepared and submitted to the City for review and approval. We will perform the following tasks:

- Present first written offers in person, whenever possible. All first written offers are to include appraisal summary statements. Price quoted includes round trip travel time for each parcel. Every effort will be made to include all or multiple parcels in a single trip.
- Negotiate with private owners and agencies, as appropriate, allowing owners a reasonable time to consider an offer within the confines of the project schedule. We will continue negotiations with the property owners until we reach an impasse. It is extremely difficult to predict how each owner will react during the negotiation process.
- Prepare all acquisition agreements and other necessary documents to complete the acquisition in a City-approved form.
- Provide needed information for preparation of agenda items and public hearing, as necessary for approval of acquisition terms.
- Maintain a diary of all pertinent information and contacts concerning the project parcels.
- Provide a written summary of the acquisition status of each parcel, as requested by the City.
- Obtain the owner's signature and notarized parcels to the City for acceptance once an agreement has been reached.
- Promptly transmit all executed documents on successfully negotiated parcels to the City for acceptance.

GENERAL/PROFESSIONAL LIABILITY INSURANCE

Civiltec maintains one million dollars ($1,000,000) combined single limit personal injury and property damage insurance with a five million-dollar ($5,000,000) umbrella which names the client as additionally insured and professional liability insurance in the amount of five million dollars ($5,000,000) which provides coverage for any damages or losses suffered by the client as a result of any error, omission, or neglect by our company. We also maintain worker's compensation insurance in compliance with state law and automobile liability insurance in the amount of one million dollars ($1,000,000).

ATTACHMENT A
KEY PERSONNEL RESUMES

C. SHEM HAWES, PE – PROJECT MANAGER & ENVIRONMENTAL

PROFESSIONAL REGISTRATION
Professional Engineer, California No. 69578

EDUCATION
B.S. Civil and Environmental Engineering, University of Utah, 2002

Mr. Hawes has 15+ years (11+ with ***Civiltec***) of water and wastewater experience. During his tenure at ***Civiltec***, he has been integral in developing relationships with clientele and interacting at multiple levels with business partners and owners to develop solutions for water, wastewater and public works projects. He has been the responsible engineer for hundreds of unique planning, design and analytical projects and reviews while acting in the role of project manager and/or senior engineer. Wastewater experience includes the planning, design and construction management of wastewater treatment facilities including performing analysis on sewer collection facilities and designing sewer pump stations. He was intimately involved with development of mass balance models for wastewater treatment processes that integrated recycled and utility water return and solids handling into the overall loading of the plant

Select Project Experience

WILMINGTON AVENUE TANK FARM BOOSTER PUMP STATION, COMPTON

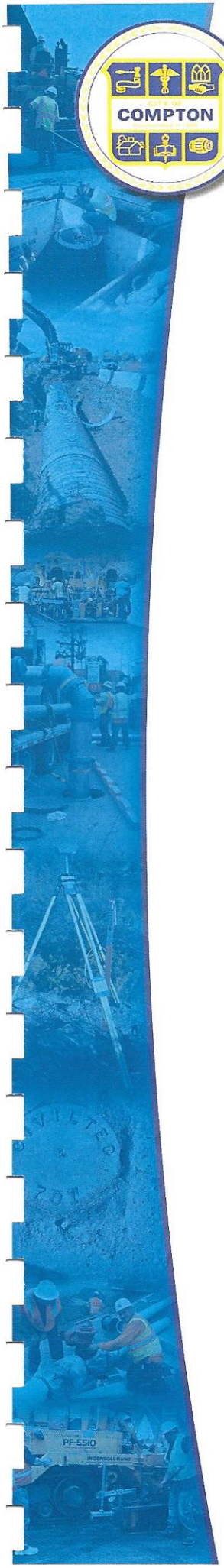
Project Manager. This project included design improvements on the existing parcel to accommodate the location of a new station, new piping configurations, electrical system improvements and new booster pump station. Additional improvements to the water system may occur to ensure water production from the new pump station will not short circuit the existing piping system back to the tanks. Pressure relief was also addressed to ensure the new pump station does not induce additional surge or high pressures in the system. The existing property is improved with four existing 3.0 million-gallon (MG), steel reservoirs with common inlet/outlet piping entering the site from the east and west sides. The new pumps will be housed in a new building as well as the electrical gear and communication equipment. A new permanent generator and automatic transfer switch was incorporated into the design effort.

ENGINEERING MANAGER SERVICES, ELSINORE VALLEY MUNICIPAL WATER DISTRICT

Project Manager. Responsible for specialized engineering expertise to supplement staff and provide engineering management services from 2015 to 2017. Supplemental staff were present in EVMWD's office on a routine basis to assist the Engineering Department with organization, management, work tasks and meetings with staff, outside agencies and developers. Engineering support was provided for large design projects and in a collaborative fashion to assist with organization, distribution and management of design projects and development of RFPs for consultant distribution. Projects included Lakeland Village construction management services and Lee Lake Recycled Pipeline Analysis.

ANNUAL CONTRACT, CITY OF AZUSA

Project Manager. Responsible for civil engineering consultation on an as-needed basis. Projects have included design of water improvements for the combination of the Azusa's system with the Azusa Valley Water Company's system purchased by Azusa, along with the design of maintenance yard improvement projects for the main water utility yard and a secondary staging yard and well facility improvements. Other projects include new water facility standard drawings and standard bidding documents with new general provisions and participated as design engineer in a design-build project involving the installation of two 3,500 gallons per minute (GPM) wells with more than a mile of 24-inch pipeline and connections to a canal and a reservoir.



PROGRAM MANAGEMENT/PRINCIPAL ENGINEER, SANTA CLARITA WATER DIVISION

Project Manager. Responsible for more than 100 projects under this on-call, as needed type contract since 2007. Projects included engineering reviews, geographic information system support, potable water pipeline design, pump station design, well siting and design, tank siting and design, reservoir design and water master planning and hydraulic modeling and analysis. Construction management and traffic control plans were also provided on projects as needed.

PUBLIC WORKS ON-CALL, CITY OF NEWPORT BEACH

Project Manager. Responsible for this annual, on-call type contract since 2013. Services have included formalized preliminary design reports to support the partial implementation of the 2007 Sewer Master Plan on five wastewater lift stations, site layout and system upgrade drawings to facilitate ultimate design and construction of five sewer lift stations, development of new sewer pipeline plans, and implementation of street reconstruction for Irvine Avenue and Cliff Drive.

DISTRICT ENGINEERING ON-CALL, LA PUENTE VALLEY COUNTY WATER DISTRICT

Project Manager. Responsible for planning and design services of more than 25 projects under an on-call, as-needed type contract. Services included program development and implementation, implementation of program costs, schedule controls, and reporting, funding assistance, consultant/contractor management, staff augmentation, risk identification and management, environmental compliance development and assistance, and assistance with the overall administration of projects. Projects also included hydraulic analysis/modeling, permit assistance and planning, design and construction support for pipelines, meter installations, recycled water needs assessment, and water master plans.

PUBLIC WORKS ON-CALL, CITY OF FULLERTON

Project Manager. Responsible for planning and design services since 2013. Project have included the design and construction assistance for the Harbor Alley sewer replacement and street reconstruction project, Fire Station No. 5 Drainage Study and Santa Fee Sewer Improvements.

ANNUAL ON-CALL ENGINEERING, CITY OF LA VERNE

Senior Project Engineer. This annual contract provides engineering services for infrastructure projects including water system improvements, sewer system improvements, street reconstruction projects and miscellaneous engineering. Select projects have included design of reservoirs, pump stations, rehabilitation of existing wells, an air-stripper to remove volatile organic compounds, numerous street and alley reconstruction projects, a 1.5-mile new roadway access into the hillside including all infrastructure, bridge widening, bike and horse trails, miles of pipelines, and building renovations. Recently completed projects include new water facility, sewer facility, storm drain facility and street construction standard drawings and standard bidding documents with updated general provisions. This on-call also included coordinating all La Verne efforts with Caltrans for the construction of the 30 freeway extensions though La Verne. This included providing extensive plan checking of the freeway plans as well as all subdivision work that impacted La Verne's utilities.

W. DAVID BYRUM, PE – PRINCIPAL-IN-CHARGE

Mr. Byrum has 40+ years (25+ with ***Civiltec***) of experience as a systems planner, design engineer, project manager, principal engineer and construction manager. He is an expert in the planning and design of water distribution and transmission pipelines, water treatment plants, booster pumping stations, steel and concrete reservoirs, groundwater wells, specialty valving stations, wastewater lift stations, flow equalization stations, wastewater treatment plants, storm drains and street improvement projects. He also prepares regulatory agency compliance reports and technical studies to ensure water purveyors remain in compliance with current regulations.

PROFESSIONAL REGISTRATION
Professional Engineer, California No. 43296

EDUCATION
B.S., Mechanical Engineering, University of California, Los Angeles, 1977

Select Project Experience

WILMINGTON AVENUE TANK FARM BOOSTER PUMP STATION, COMPTON

Principal. This project included design improvements on the existing parcel to accommodate the location of a new station, new piping configurations, electrical system improvements and new booster pump station. Additional improvements to the water system may occur to ensure water production from the new pump station will not short circuit the existing piping system back to the tanks. Pressure relief was also addressed to ensure the new pump station does not induce additional surge or high pressures in the system. The existing property is improved with four existing 3.0 MG steel reservoirs with common inlet/outlet piping entering the site from the east and west sides. The new pumps will be housed in a new building as well as the electrical gear and communication equipment. A new permanent generator and automatic transfer switch was incorporated into the design effort.

ENGINEERING MANAGER SERVICES, ELSINORE VALLEY MUNICIPAL WATER DISTRICT

Principal. This contract provides specialized engineering expertise to supplement Elsinore Valley's staff and engineering management services. Supplemental staff were present in Elsinore Valley's office on a routine basis to assist the Engineering Department with organization, management, work tasks and meetings with staff, outside agencies and developers. Engineering support was also provided for large design projects and in a collaborative fashion to assist with organization, distribution, and management of design projects and development of request for proposals for consultant distribution.

ON-CALL SERVICES, BEVERLY HILLS

Project Manager. Assisting the City with as-needed professional engineering services since 2016. Projects included updating Water System Standard Drawings, Water System Technical Specifications and Development Guidelines, performing as-needed development plan-check, hydraulic/modeling analyses and support for new development within the water system service boundary. To date, water system analysis services and water model updates have been completed for 14 different developments and development of two RFPs.

ANNUAL CONTRACT, CITY OF AZUSA

Principal. Responsible for civil engineering consultation on an as needed basis. Designed water improvements for the combination of Azusa's system with the Azusa Valley Water Company's system purchased by Azusa, along with the design of maintenance yard improvement projects for the main water utility yard and a secondary staging yard and well facility improvements. Completed new water facility standard drawings and standard bidding documents with new general provisions and participated as design engineer in a design-build project involving the

installation of two 3,500 GPM wells, over a mile of 24-inch pipeline and connections to a canal and a reservoir.

ANNUAL ON-CALL ENGINEERING, SAN GABRIEL COUNTY WATER DISTRICT

Principal. Responsible for oversight of projects where the firm serves as District Engineer. Projects completed under this contract have included 8,000 GPM booster pump station, 7,500 lineal feet of 24-inch pipeline and serving as project engineer for the two large reservoir projects. As a team member of the environmental impact report, Mr. Byrum was responsible for analyzing seismic safety, catastrophic failure and resulting flooding at a downstream high school and proposed alternatives to construction. Mr. Byrum also testified before a California Senate Committee on the project in opposition to legislation that would impact the water industry regarding theoretical seismic design values versus probable seismic design criteria for reservoir construction. Construction management was provided for the 3.8 MG and 6.0 MG reservoirs for compliance with the environmental impact report and seismic design requirements and coordinated the project with the State Division of Dam Safety.

CONTRACT PRINCIPAL ENGINEER, SANTA CLARITA WATER DIVISION

Program Manager/Principal. This annual contract includes water system planning, operations, engineering, and capital improvement program development and implementation. Services have included program development and implementation, implementation of program cost and schedule controls, program reporting, funding assistance, consultant/contractor management, staff augmentation, risk identification and management, engineering reviews, geographic information system support, environmental compliance assistance and assistance in the overall administration of projects. Design work has been completed for potable water pipelines, pump stations, wells (siting and design), tanks (siting and design) and reservoirs, Water master planning and hydraulic modeling and analysis and traffic control plans have also been provided.

ANNUAL ON-CALL ENGINEERING, CITY OF LA VERNE

Principal. This annual contract provides engineering services for infrastructure projects including water system improvements, sewer system improvements, street reconstruction projects and miscellaneous engineering. Mr. Byrum has been City Engineer and/or City Utility Engineer for La Verne since 1984. Mr. Byrum has been involved with the design of reservoirs, pump stations, rehabilitation of existing wells, an air-stripper to remove volatile organic compounds, numerous street and alley reconstruction projects, a 1.5-mile new roadway access into the hillside including all infrastructure, bridge widening, bike and horse trails, miles of pipelines, and building renovations. Recently completed projects include new water facility, sewer facility, storm drain facility and street construction standard drawings and standard bidding documents with updated general provisions. This on-call also included coordinating all La Verne efforts with Caltrans for the construction of the 30 freeway extensions though La Verne. This included providing extensive plan checking of the freeway plans as well as all subdivision work that impacted La Verne's utilities. Mr. Byrum represented the City in the establishment of a basin management plan (or adjudication) of the six groundwater basins that underlie La Verne, Claremont, Upland and Pomona and assisted staff daily with task assignments that required engineering input. Mr. Byrum designed and construction managed the 3.0 MG concrete Wheeler Reservoir, 2.5 MG concrete Marshall Canyon Reservoir, 2.5 MG concrete Amherst Reservoir, 1.0 MG Mountain Springs Reservoir and 5.0 MG Plateau Reservoir as well as the Live Oak Pump Station, Amherst Pump Station and Plateau Pump Station.

TERRY KERGER, PE – QUALITY CONTROL MANAGER

Mr. Kerger has 45+ years (14+ with ***Civiltec***) of experience in project management, design and construction of civil engineering projects. His experience includes flow computations for master plans, hydraulic calculations, more than 50 miles of water transmission mains (ranging from 6- to 30-inches), flow control facilities, pump stations, reservoirs, wells, treatment plants, sewerage, water containment, investigations of wellhead water treatment and well water blending, hydraulic modeling, capital improvement planning, telemetry system design, feasibility studies for purchase of adjacent mutual water systems, including system appraisal, financial options, and identifying system upgrades, flood control facilities, bikeway, roadway design, structure design, grading plans, water master plans, and agency plan check programs. He has designed and managed projects ranging from small water main improvements to a $5 million groundwater production and water treatment facility.

PROFESSIONAL REGISTRATION
Professional Engineer, California No. 34896

EDUCATION
B.S. Civil Engineering, California State University, Los Angeles, 1985

Select Project Experience

WILMINGTON AVENUE TANK FARM BOOSTER PUMP STATION, COMPTON

QA/QC Manager. This project included design improvements on the existing parcel to accommodate the location of a new station, new piping configurations, electrical system improvements and new booster pump station. Additional improvements to the water system may occur to ensure water production from the new pump station will not short circuit the existing piping system back to the tanks. Pressure relief was also addressed to ensure the new pump station does not induce additional surge or high pressures in the system. The existing property is improved with four existing 3.0 MG steel reservoirs with common inlet/outlet piping entering the site from the east and west sides. The new pumps will be housed in a new building as well as the electrical gear and communication equipment. A new permanent generator and automatic transfer switch was incorporated into the design effort.

ENGINEERING MANAGER SERVICES, ELSINORE VALLEY MUNICIPAL WATER DISTRICT

QA/QC Manager. This contract provides specialized engineering expertise to supplement Elsinore Valley's staff and engineering management services. Supplemental staff were present in Elsinore Valley's office on a routine basis to assist the Engineering Department with organization, management, work tasks and meetings with staff, outside agencies and developers. Engineering support was also provided for large design projects and in a collaborative fashion to assist with organization, distribution, and management of design projects and development of request for proposals for consultant distribution.

ON-CALL SERVICES, CITY OF MONROVIA

Project Manager. Projects for this on-call have included electrical system improvements, permit assistance, master planning, site design, water and sewer replacement and design, design of reservoirs and wells, and construction management. Designed and construction managed the Station Square Transit Village associated with the MTAS Gold Line extension. The project consisted of designing a new concrete street, subsurface storm water management system, water, sewer, and site plans. Additionally, the project included assisting Monrovia with a five-year, $50 million project to overhaul their water, sewer, and street infrastructure.

SANTA CLARITA WATER DIVISION, CONTRACT PRINCIPAL ENGINEER

QA/QC Manager. Responsible for more than 150 projects under this contact. Projects included engineering reviews, geographic information system support, potable water pipeline, pump

station, well (siting and design), tank (siting and design), and reservoir designs as well as water master planning and hydraulic modeling and analysis. Construction management and traffic control plans were also provided on projects as needed.

ROWLAND WATER DISTRICT, DISTRICT ENGINEER

Project Manager/Designer. For more than 40 years, engineering services were provided for all water projects. Completed more than 400 projects that included water distribution, system design, transmission main design, 54-inch pipeline relocation, steel and concrete reservoir designs, booster pump station design, Metropolitan Water District of Southern California flow control facility design, pressure reducing and flow control facilities, telemetry system design, master planning, hydraulic modeling, financial planning, construction administration and field inspection services.

PROJECT MANAGER/DESIGN ENGINEER, ROWLAND WATER DISTRICT

For more than 40 years, Mr. Kerger was a project manager and design engineer for all water projects at the Rowland Water District. He completed more than 400 projects that included water distribution, system design, transmission main design, 54-inch pipeline relocation, steel and concrete reservoir designs, booster pump station design, Metropolitan Water District of Southern California flow control facility design, pressure reducing and flow control facilities, telemetry system design, master planning, hydraulic modeling, financial planning, construction administration, and field inspection services. *(Individual Experience)*

PROJECT MANAGER, CITY OF EL MONTE

As the City of El Monte's project manager for water system improvements projects, responsibilities included pipeline improvements, well design, investigations of wellhead water treatment and well water blending, hydraulic modeling, capital improvement planning, telemetry system design, feasibility studies for purchase of adjacent mutual water systems, including system appraisal, financial options, and identifying system upgrades.

PLAN CHECKING, ROWLAND WATER DISTRICT

Project Manager. Participated in plan checking for drainage, grading, steel improvements, and much more, as they pertain to Rowland Water District's water distribution facilities.

PLAN CHECK SERVICES, CITY OF CAMARILLO

Project Manager. Directed plan check services for Camarillo since 1995. Management responsibilities include replacing and training staff, reviewing and updating standards and procedures, coordinating staff assignments, developing staff skill, and reviewing plan check submittals and construction change orders.

PLAN CHECK SERVICES, LOS ANGELES COUNTY WATER DISTRICTS

Project Manager. Administered all plan checking services to review water facility plans for developments within the Los Angeles County's Lancaster, Palmdale and Malibu Districts. Approximately 280 plan check projects were completed between February 1988 and June 1992. Services included review and updating plan check review forms, establishing plan check schedules, reviewing plan check fee schedules, and revising standard drawings and details. A plan check database was developed/ maintained to assure prompt response to scheduling.

BED DAWADI, PE – WATER & WASTEWATER DISCIPLINE MANAGER

PROFESSIONAL REGISTRATION
Professional Engineer,
California No. 34896

EDUCATION
B.S. Civil Engineering,
California State University,
Los Angeles, 1985

Mr. Dawadi has 14+ years (6+ with ***Civiltec***) of water and wastewater engineering experience. His responsibilities have included the planning, design and construction management of public works projects. He has prepared/processed injury and illness prevention programs (IIPPs) and stormwater pollution prevention plans (SWPPPs), developed odor control and sewer renovation, bypass and commissioning plans for sewer pump stations, and designed collection/solid handling facilities for water and wastewater treatment plants. Mr. Dawadi is an expert in hydraulic modeling and the design of treatment systems, pipelines, wells and mechanical systems. He also has extensive experience preparing specifications, cost estimating, project coordination and budget management.

Mr. Dawadi has been involved in numerous master planning efforts including the Valley County Water District's 2014 Water Master Plan Update, Sunny Slope Water Company's 2014 Water Master Plan, Santa Clarita Water's 2013 Water Master Plan and La Habra Heights County Water District's 2011 Water Master Plan Update. These projects included comprehensive analyses of supply, storage, booster pumping, treatment and distribution systems and recommendations for improvements to those systems to satisfy future requirements and projected demands. Numerous predictive models were developed for these planning efforts including hydraulic, population, demographic and water demand fluctuation models. A cost estimate and delineation of extent was developed for each improvement. A flexible schedule for implementation was proposed based on perceived urgency, scheduled development, the regulatory environment and other factors. Care was taken to coordinate with and complement existing planning documents governing land use, urban planning, urban water management, groundwater management and water conservation.

Mr. Dawadi has been responsible for the design and project management of over 50,000 linear feet of distribution and transmission pipelines that also included construction traffic design and construction management as a resident engineer. Additional pipeline experience includes the design of 16,000 linear feet of 6-inch to 12-inch pipe for the County of Los Angeles, 1,650 linear feet of 12-inch pipeline for the City of El Monte's Arden Pipeline Replacement, and 6,000 linear feet of 12-inch pipeline for the Conveyance Pipeline from the City of Rialto to the City of Colton.

Select Project Experience

WILMINGTON AVENUE TANK FARM BOOSTER PUMP STATION, COMPTON

Project Engineer. This project included design improvements on the existing parcel to accommodate the location of a new station, new piping configurations, electrical system improvements and new booster pump station. Additional improvements to the water system may occur to ensure water production from the new pump station will not short circuit the existing piping system back to the tanks. Pressure relief was also addressed to ensure the new pump station does not induce additional surge or high pressures in the system. The existing property is improved with four existing 3.0 MG steel reservoirs with common inlet/outlet piping entering the site from the east and west sides. The new pumps will be housed in a new building as well as the electrical gear and communication equipment. A new permanent generator and automatic transfer switch was incorporated into the design effort.

CONTRACT PRINCIPAL ENGINEER, SANTA CLARITA WATER DIVISION

Project Engineer. Responsible for more than 10 projects under this contact. Projects included engineering reviews, geographic information system support, potable water pipeline, pump station, well (siting and design), tank (siting and design) and reservoir designs as well as water master planning and hydraulic modeling and analysis. Construction management and traffic control plans were also provided on projects as needed.

ENGINEERING MANAGER SERVICES, ELSINORE VALLEY MUNICIPAL WATER DISTRICT

Project Engineer. This contract provides specialized engineering expertise to supplement Elsinore Valley's staff and engineering management services. Supplemental staff were present in Elsinore Valley's office on a routine basis to assist the Engineering Department with organization, management, work tasks and meetings with staff, outside agencies and developers. Engineering support was also provided for large design projects and in a collaborative fashion to assist with organization, distribution, and management of design projects and development of request for proposals for consultant distribution.

DISTRICT ENGINEERING ON-CALL, LA PUENTE VALLEY COUNTY WATER DISTRICT

Project Engineer. Projects included planning and design services of more than 25 projects under an on-call, as-needed type contract. Services included program development and implementation, implementation of program costs, schedule controls, and reporting, funding assistance, consultant/contractor management, staff augmentation, risk identification and management, environmental compliance development and assistance, and assistance with the overall administration of projects. Projects also included hydraulic analysis/modeling, permit assistance and planning, design and construction support for pipelines, meter installations, recycled water needs assessment, and water master plans.

ANNUAL CONTRACT, CITY OF AZUSA

Project Engineer. Responsible for civil engineering consultation on an as needed basis. Designed water improvements for the combination of Azusa's system with the Azusa Valley Water Company's system purchased by Azusa, along with the design of maintenance yard improvement projects for the main water utility yard and a secondary staging yard and well facility improvements. Completed new water facility standard drawings and standard bidding documents with new general provisions and participated as design engineer in a design-build project involving the installation of two 3,500 GPM wells, over a mile of 24-inch pipeline and connections to a canal and a reservoir.

STORM DRAINAGE FACILITIES, FRESNO METROPOLITAN FLOOD CONTROL DISTRICT

Project Engineer. Responsible for calculations using SewerCAD, StormCAD and geographic information systems, and prepared the plans and profile alignments for the storm drain pipelines, inlets, manholes, pump station, basin layouts and site grading. The project included construction cost estimates, specifications and bid documents.

OCTAVIO SOLORZA, QPESC, QSD/P – CIVIL ENGINEERING DISCIPLINE MANAGER

CERTIFICATIONS
Certified Professional in Erosion and Sediment Control, No. 6958
Qualified SWPPP Developer/ Practitioner, No. 23025

EDUCATION
B.S., Civil Engineering, California State Polytechnic University Pomona, 1986

Mr. Solorza has 33+ years (30+ with ***Civiltec***) of engineering experience. He is an Associate in the firm with an extensive background in general civil engineering including site improvement design for educational facilities, religious facilities, federal design-build projects, and water system facilities Mr. Solorza is an expert in the preparation and processing of grading and drainage plans, water pollution control plans, street improvement plans, storm drain plans, sewer plans, water plans, street lighting plans, the preparation of drainage concepts, hydrology studies and hydraulic calculations and technical studies, and system computer modeling.

Mr. Solorza is familiar with the current Municipal Separate Storm Sewer Systems (MS4s) and Industrial General Permit requirements and has extensive experience implementing the National Pollutant Discharge Elimination System (NPDES) requirements in various forms, including conforming to the requirements of the Standard Urban Stormwater Mitigation Plan (SUSMP) and Water Quality Management Plans (WQMP). As a certified Qualified Stormwater Pollution Prevention Plan Developer and Practitioner (QSD/P) he brings extensive experience assisting public agencies with implementing the requirements of the Construction General Permit for capital improvement projects, site improvement projects and linear underground/overhead projects, including preparation of Stormwater Pollution Prevention Plans (SWPPP).

Mr. Solorza has been involved in the design and preparation of plans of several water distribution pipeline projects for San Gabriel County Water District, Southern California Water Company, County of Los Angeles, City of Azusa, City of Pomona, and the City of Bradbury, California. Individual projects ranged from 1,000 to 35,000 linear feet pipeline. Mr. Solorza has been involved in the design and preparation of plans for a variety of sewer mainline projects ranging from sewer mainline extensions and sewer mainline reconstruction in existing streets to the design of sewers in a variety of jurisdictions having their own unique design parameters, including Los Angeles County and the City of Los Angeles. He has prepared a variety of area studies to determine critical design data such as capacity, pipe size and depth. Mr. Solorza has processed sewer plans and obtained approvals from a variety of agencies, including Los Angeles County Department of Public Works, Sewer Maintenance Division and the Sanitation Districts of Los Angeles County.

Mr. Solorza has been involved in the design and preparation of plans and specifications for a variety of roadway improvements directly for municipalities or as part of land development projects. Projects range from alley improvements in the cities of La Verne, Los Angeles and San Gabriel to full reconstruction of existing streets in a variety of cities as well as unincorporated areas of San Bernardino and Los Angeles counties. He also designed a variety of new streets in conjunction with residential, commercial and industrial land development projects throughout Los Angeles and San Bernardino counties.

Select Project Experience

ENGINEERING MANAGER SERVICES, ELSINORE VALLEY MUNICIPAL WATER DISTRICT

Project Engineer. This contract provides specialized engineering expertise to supplement Elsinore Valley's staff and engineering management services. Supplemental staff were present in Elsinore Valley's office on a routine basis to assist the Engineering Department with

organization, management, work tasks and meetings with staff, outside agencies and developers. Engineering support was also provided for large design projects and in a collaborative fashion to assist with organization, distribution, and management of design projects and development of request for proposals for consultant distribution.

WATER MAIN REPLACEMENTS, CITY OF AZUSA

Project Engineer for the design installation of two 3,500 GPM wells, over a mile of 24-inch transmission pipeline and connections to a canal and a reservoir for the City of Azusa. The design included new roll apart building enclosures, chlorine facilities, 16-inch discharge piping and appurtenances, 12-inch flush to waste system, 480-volt motor controls and SCADA, site security features and site improvements.

PUBLIC WORKS ON-CALL, CITY OF FULLERTON

Project Engineer. Responsible for planning and design services since 2013. Project have included the design and construction assistance for the Harbor Alley sewer replacement and street reconstruction project, Fire Station No. 5 Drainage Study and Santa Fee Sewer Improvements.

SEWER MAINLINE, CITY OF CALABASAS

Project Manager. Designed and prepared final plans for approximately 9,000 linear feet of 8-inch sewer mainline for a variety of tracts.

SUPPLEMENTAL TRANSMISSION MAIN, WEST GARDEN GROVE

Project Engineer. Responsible for the design of over 5,000 feet of 4-inch to 10-inch distribution pipeline replacement, approximately 3,000 feet of 15-inch to 24-inch VCP sewer replacement, jack and bore under existing railroad crossings, span an existing flood channel, service connections, water meters, fire hydrants, street improvements, and complete traffic control design.

SEWER MAINLINE, CITY OF IRWINDALE

Project Manager. Prepared plans for approximately 10,000 linear feet of various size sewer mainline.

TRACT NO. 44650, CITY OF BRADBURY

Project Manager. Designed and prepared final plans for the sewer system for this project which involved about 3,000 linear feet of sewer mainline.

TRACT NUMBER 49112, CITY OF AZUSA

Project Manager. Involved in the design and preparation of plans which involved approximately 1,000 linear feet of 8-inch sewer mainline.

PHASE I SEWER IMPROVEMENTS, CITY OF SOUTH EL MONTE

Project Manager. Designed approximately 1,694 linear feet of sewer mainline, including reconstruction of the sewer mainline within Fawcett Avenue from Farmer Avenue north-westerly across State Highway 60 extending to Santa Anita Avenue. Phase I of the sewer master plan review included analysis of the existing sewer flows and comparison of the current sewer flows with the 2004 Master Plan model. Recommendations for upsizing and relining the existing sewer main in Fawcett Avenue were provided. All sewer flows in Basin 3 were reviewed including the concentrated flows delivered to the Basin 1 Lift Station.

GREG RIPPERGER, PE, LEED AP – PLAN CHECKING & CONSTRUCTION MANAGEMENT DISCIPLINE MANAGER

PROFESSIONAL REGISTRATION
Professional Engineer, California No. 79499
LEED AP: BD+C
Water Audit Validator Certified, CA-NV Section, AWWA

EDUCATION
B.S., Civil Engineering, Oklahoma State University, 2008

Mr. Ripperger has 10+ years (4+ with ***Civiltec***) of experience in water engineering and construction management. His water experience includes hydraulic modeling, water system simulation, master planning, pipelines booster stations, surge protection and water distribution planning for large development projects. As a construction manager, he has been responsible for the full scope of construction management, including quality, sustainability, safety and budgets. Mr. Ripperger's ability to quickly understand a water system and solve system problems with simple solutions makes him an excellent asset to the team. He has extensive hydraulic modeling experience using InfoWater, HEC-RAS, H2ONET and several other software platforms. As a LEED Accredited Professional, many of his projects have been designed and constructed using green building principles and have received Leadership in Energy and Environmental Design Certification.

Mr. Ripperger has served as design engineer for the design of 5,000 linear feet of 6-inch potable water pipeline for the County of Los Angeles. The design included analysis of booster station and reservoir capacities, as well as investigating several off-road alternate routes. Mr. Ripperger also designed 6,000 linear feet of 8-inch pipe of Santa Clarita Water Division.

Mr. Ripperger analyzes, evaluates, and manages water distribution systems as demands increase for multiple water agencies and municipalities. He is responsible for writing planning documents and maintaining/updating water models to facilitate the improvement and expansion of water distribution systems as demand increases. This consists of creating demand projections, modeling distribution systems in H2ONet and Inflow Water, analyzing all components in the system, and identifying areas for improvement by developing capital improvement plans. Mr. Ripperger is currently working with Santa Clarita Water District (spans over 50 square miles) and Fontana Water Company to ensure their systems are capable of providing consistent and reliable service to their customers as their demands increase. Mr. Ripperger has also helped build and maintain water models for La Habra Heights, Cave Creek, Rowland, and Arcadia water districts and worked closely with clients to plan improvements to their water system to meet the demands of new developments within their district.

Mr. Ripperger was a part of the "Modeling, Mapping, and Consequences" team for the US Army Corp of Engineers. They completed hydraulic analysis of Keystone Dam and modeled multiple failure possibilities. Using this analysis, they created flood inundation maps downstream of the dam and used GIS to build 3D models showing potential flooding situations. They created 3D fly-over simulation videos using ArcGIS, which spearheaded a nationwide effort by the US Army Corps of Engineers to rehabilitate dams throughout the country to prevent catastrophic failures. In addition, Mr. Ripperger has created multiple topographic maps, using them for construction drawings, hydraulic modeling, and flood inundation maps.

Select Project Experience

WILMINGTON AVENUE TANK FARM BOOSTER PUMP STATION, COMPTON

Project Engineer. This project included design improvements on the existing parcel to accommodate the location of a new station, new piping configurations, electrical system improvements and new booster pump station. Additional improvements to the water system may

occur to ensure water production from the new pump station will not short circuit the existing piping system back to the tanks. Pressure relief was also addressed to ensure the new pump station does not induce additional surge or high pressures in the system. The existing property is improved with four existing 3.0 MG, steel reservoirs with common inlet/outlet piping entering the site from the east and west sides. The new pumps will be housed in a new building as well as the electrical gear and communication equipment. A new permanent generator and automatic transfer switch was incorporated into the design effort.

ON-CALL SERVICES, BEVERLY HILLS

Project Engineer. Assisting the City with as-needed professional engineering services since 2016. Projects included updating Water System Standard Drawings, Water System Technical Specifications and Development Guidelines, performing as-needed development plan-check, hydraulic/modeling analyses and support for new development within the water system service boundary. To date, water system analysis services and water model updates have been completed for 14 different developments and development of two RFPs.

ON-CALL SERVICES, CITY OF MONROVIA

Project Manager. Projects for this on-call have included electrical system improvements, permit assistance, master planning, site design, water and sewer replacement and design, design of reservoirs and wells, and construction management. Designed and construction managed the Station Square Transit Village associated with the MTAS Gold Line extension. The project consisted of designing a new concrete street, subsurface storm water management system, water, sewer, and site plans. Additionally, the project included assisting Monrovia with a five-year, $50 million project to overhaul their water, sewer, and street infrastructure.

SANTA CLARITA WATER DIVISION, CONTRACT ENGINEER

Project Engineer. Responsible for more than 25 projects under this contact. Projects have included engineering reviews, GIS support, potable water pipeline, pump station, well (siting and design), tank (siting and design), and reservoir designs as well as water master planning and hydraulic modeling and analysis. Construction management and traffic control plans were also provided on projects as needed.

ANNUAL ON-CALL ENGINEERING, CITY OF LA VERNE

Principal. This annual contract provides engineering services for infrastructure projects including water system improvements, sewer system improvements, street reconstruction projects and miscellaneous engineering. Select projects included the design of reservoirs, pump stations, rehabilitation of existing wells, an air-stripper to remove volatile organic compounds, numerous street and alley reconstruction projects, a 1.5-mile new roadway access into the hillside including all infrastructure, bridge widening, bike and horse trails, miles of pipelines, and building renovations. Recently completed projects include new water facility, sewer facility, storm drain facility and street construction standard drawings and standard bidding documents with updated general provisions. This on-call also included coordinating all La Verne efforts with Caltrans for the construction of the 30 freeway extensions though La Verne. This included providing extensive plan checking of the freeway plans as well as all subdivision work that impacted La Verne's utilities. The project also included design and construction management of the 3.0 MG concrete Wheeler Reservoir, 2.5 MG concrete Marshall Canyon Reservoir, 2.5 MG concrete Amherst Reservoir, 1.0 MG Mountain Springs Reservoir and 5.0 MG Plateau Reservoir as well as the Live Oak Pump Station, Amherst Pump Station and Plateau Pump Station.

CHRIS DUNCAN, PLS – SURVEY & RIGHT-OF-WAY DISCIPLINE MANAGER

Mr. Duncan has been an active field and office land surveyor for 36+ years. He has performed all aspects of surveying throughout California and Arizona, including construction staking, boundary surveys, control surveys, and topographic surveys. He excels at major hillside subdivision work. Member: American Congress on Surveying and Mapping, National Society of Professional Engineers.

PROFESSIONAL REGISTRATION
Professional Land Surveying
California #7745

EDUCATION
Extension Courses,
Field Surveying,
California State University of
Los Angeles

Select Project Experience

WILMINGTON AVENUE TANK FARM BOOSTER PUMP STATION, COMPTON

Project Surveyor. This project included design improvements on the existing parcel to accommodate the location of a new station, new piping configurations, electrical system improvements and new booster pump station. Additional improvements to the water system may occur to ensure water production from the new pump station will not short circuit the existing piping system back to the tanks. Pressure relief was also addressed to ensure the new pump station does not induce additional surge or high pressures in the system. The existing property is improved with four existing 3.0 million-gallon (MG), steel reservoirs with common inlet/outlet piping entering the site from the east and west sides. The new pumps will be housed in a new building as well as the electrical gear and communication equipment. A new permanent generator and automatic transfer switch was incorporated into the design effort.

ON-CALL SERVICES, BEVERLY HILLS

Project Surveyor. Assisting the City with as-needed professional engineering services since 2016. Projects included updating Water System Standard Drawings, Water System Technical Specifications and Development Guidelines, performing as-needed development plan-check, hydraulic/modeling analyses and support for new development within the water system service boundary. To date, water system analysis services and water model updates have been completed for 14 different developments and development of two RFPs.

SUPPLEMENTAL TRANSMISSION MAIN, WEST GARDEN GROVE

Project Surveyor. This project included design and full construction management of approximately 24,000 linear feet of 16-inch pipeline within street right-of-way of Garden Grove, Stanton and Caltrans. The project also included installation of approximately 5,000 feet of 4-inch to 10-inch distribution pipeline replacement, approximately 3,000 feet of 15-inch to 24-inch vitrified clay pipe (VCP) sewer replacement, jack and bore under existing railroad crossings, span an existing flood channel, service connections, water meters, fire hydrants, street improvements and complete traffic control design.

HOLT AVENUE BOOSTER PUMP STATION, COVINA

Project Surveyor. This project included design and construction management/observation for a single horizontal (125 hP) booster pump station with capacity of 1,000 GPM to serve as emergency supply to Covina's upper pressure zone. The pump station has been space planned for a second pump of equal size. A new pre-cast concrete building was also included to house the mechanical and electrical equipment for the pump station. Improvements included grading and drainage, suction and discharge piping to and from Zones 1 and 2, mechanical, architectural, landscape, plumbing equipment for the male and female restrooms and upgrading the electrical

service with supply from Southern California Edison for lighting, power outlets, and power circuits for miscellaneous equipment.

DEL MAR AVENUE SEWER AND STREET RECONSTRUCTION, SAN GABRIEL

Project Surveyor. This project included sewer design and pavement rehabilitation of the intersection of Del Mar Avenue and Orange Street, southbound to the existing sewer Manhole No. 666 at the intersection of Del Mar Avenue and Dewey Avenue, then eastbound along Dewey Avenue to the intersection of Dewey Avenue and San Gabriel Boulevard ending at sewer Manhole No. 862. The project also included a 6-week wastewater flow analysis, installation of a new 15-inch polyvinyl chloride (PVC) line and the connection of existing 4-inch laterals to the new main, rehabilitation of manholes. Also included were curb, gutter and sidewalk improvements along with upgrades at seven different intersections to meet Americans with Disabilities Act (ADA) compliance.

INFLUENT EQUALIZATION BASIN, TEMESCAL VALLEY WATER DISTRICT

Project Surveyor. This project was fast tracked to implement improvements. Improvements consisted of installation of a 500,000-gallon high-density polyethylene lined basin, 2,200 GPM lift station, yard piping, grading and drainage, electrical controls, and power supply. Improvements were made at the existing grit chamber to divert flow to the equalization basin through a newly installed main line. Flow peaks and valleys were dampened through a new pumping station to ensure a consistent rate of flow is delivered to the downstream processes.

STEPHENS RANCH ROAD SEWER LINE, LA VERNE

Project Surveyor. Replaced the existing wastewater facility on the south side of Stephens Ranch Road and the septic systems at the tree farm and a future connection to the Christine Lowe property with a gravity sewer to connect to the La Verne sewer system in Vista Del Sol. These projects were designed for the Los Angeles Internal Services Department and the sewer line was turned over to the City of La Verne. The equestrian center will receive a new restroom and shower facility and will connect to the new sewer in Stephens Ranch Road along with the tree farm by way of a sump and grinder pump. The project will outlet into the existing La Verne sewer in Vista del Sol where it will travel southwest toward the main sewer line in Brydon.

VICTORIA 1 LIFT STATION REHABILITATION, LAGUNA BEACH WATER QUALITY DEPT.

Project Surveyor. The lift station is constructed in a concrete wet well and accessible through a steel frame access hatch. Raw sewage is pumped from the lift station to the manhole located just north of the stairway access in Victoria Drive. Sewage is then conveyed via gravity to the Victoria Lift Station 2. The lift station includes two identical pumps with one utilized for normal operations and one on standby and all necessary electrical and appurtenances. The lift station capacity was sized according to the maximum daily flow of 19 gpm and the existing conditions in the field.

GREEN MOUNTAIN PIPELINE REPLACEMENT, CITY OF SANTA CLARITA

Project Surveyor. The project consisted of design for approximately 2,600 linear feet of 14-inch PVC pipeline and 1,200 linear feet of 6-inch PVC pipeline including replacing fire hydrants, water service lines, and meters. The project was located in the City of Santa Clarita on Green Mountain Drive and Mountain Pass Road.

February 26, 2019

TO: **MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO SELECTRON FOR THE ANNUAL MAINTENANCE OF THE INTERACTIVE VOICE RESPONSE SOLUTION (IVR) FOR THE WATER DEPARTMENT**

SUMMARY

This resolution authorizes the City Manager to issue a purchase order to Selectron Technologies, Inc. for fiscal year 2018-2019 for the maintenance & support renewal invoice for the Interactive Voice Response Solution (IVR) for the Water Department.

BACKGROUND

The Water Department implemented the Interactive Voice Response Solution (IVR) System which allows customers to access their account information via the telephone without reaching a customer service representative; also, customers are able to pay their water or rubbish bills by check, debit or credit card. IVR is a sub-component to the Department's Utility Billing, which includes Springbrook, Selectron, Cybersource and Telecheck (Utility System).

STATEMENT OF THE ISSUE

The Water Department received an invoice from Selectron for the renewal of the maintenance and service for the 2018-2019 fiscal year for $18,290.00 (Eighteen Thousand, Two Hundred Ninety Dollars). The City and Selectron have a valid agreement and the amount is available in fiscal year 2018-2019 budget. The Water Department will review all agreements with its Utility System for the 2019-2020 fiscal year in order to coordinate contract terms to facilitate a bidding process.

ALTERNATIVE

There is no alternative presented at this time.

FISCAL IMPACT

Adequate funds are available as part of the approved FY 2018-19 budget. The Water Department has the necessary funds in account no. 5000-890-000-4222 (Computer Software) to pay for this expenditure.

Account	Amount	Fund
5000-890-000-4222	18,290.00	Computer Software

After this deduction, the account balance will be $120,710.00 (One Hundred Twenty Thousand Seven Hundred Ten Dollars).

RECOMMENDATION

Staff recommends that City Council adopt the attached resolution.

BRIAN DICKINSON
GENERAL MANAGER

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 TO SELECTRON FOR THE ANNUAL MAINTENANCE OF THE INTERACTIVE VOICE RESPONSE SOLUTION (IVR) FOR THE WATER DEPARTMENT

WHEREAS, the Interactive Voice Response (IVR) System (through Selectron Technologies) allows customers to obtain basic account information; such as account balance, due dates as well as pay via telephone; and

WHEREAS, the Water Utility Division is requesting authority to issue a purchase order for maintenance and support for the IVR at the cost of $18,290.00 (Eighteen Thousand, Two Hundred Ninety Dollars) for fiscal year 2018-2019; and

WHEREAS, renewal of the maintenance service agreement will Assure the continued proper functioning of the IVR system; and

WHEREAS, IVR is a sub-component to the Department's Utility Billing, which includes Springbrook, Selectron, Cybersource and Telecheck (Utility System); and

WHEREAS, the Water Department will review all agreements with its Utility System for the 2019-2020 fiscal year in order to coordinate contract terms to facilitate a bidding process; and

WHEREAS, funds are available in the 2018-19 fiscal year's budget in account 5000-890-000-4222 (Computer Software)

Account	Amount	Fund
5000-890-000-4222	18,290.00	Computer Software

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

SECTION 1. That the City Manager is authorized to issue a purchase order to Selectron Technologies for $18,290.00 (Eighteen Thousand, Two Hundred Ninety Dollars) for the 2018-19 fiscal year for the support, maintenance and license fees for the IVR.

SECTION 2. That funds are available in account number 5000-890-000-4222 (Computer Software).

SECTION 3. That a certified copy of this resolution shall be filed in the office of the City Manager, City Clerk, City Controller, City Attorney and Water 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

COMPTON CHAMBER OF COMMERCE

COMPTON CHAMBER OF COMMERCE

Dr. Lestean M. Johnson
President and CEO

Executive Board of Directors

Marjorie Shipp
VP Legislative Affairs
Retired CUSD Board Member

Patricia Williams
VP Public Policy
McDonalds Restaurants

Dr. Reuben Bakkar
VP Economic Development
Alternative Medicine

Alex Leon
VP Consumer Affairs
Victory Outreach

Victoria Adams
VP Marketing
Affinity Realtors

Charlie Lonon
VP Veterans Affairs
Retired Minority Outreach Director
VA Long Beach

Shirley Allen
VP Programs/Public Relations
Affinity Realtors

Mailing Address:

P.O. Box 4638
Compton, CA 90224

Physical Address:
700 N. Bullis Rd.; Ste 10-A
Compton, CA 90221

Phone:
310-631-8611

E-mail:
cptchamber@aol.com

Web site:
comptonchamberofcommerce.com

February 4, 2019

Honorable Alita Godwin, City Clerk
205 S. Willowbrook
Compton, CA 90220

RE: Use of Council Chambers – Community Candidate Forum

Madam City Clerk,

This writing is to request an agenda item for the Compton Chamber of Commerce to use the Council Chambers on Saturday, March 16, 2019 from 10am to 4pm. An immediate agenda item is requested, so that Candidates may be contacted, and the appropriate advertising and preparation is set in order.

As you are aware, there are two District seats open (District 1 and District 4) beginning July 1, 2019. The election for these districts is scheduled for April, 2019.

The Compton Chamber of Commerce, in past years, have presented the Candidates vying for the respective seats to the community via the conduit of Candidate Forums.

As an organization whose mission is to advocate for business and economic development, the Compton Chamber of Commerce has a keen interest in knowing what is happening in government. But it goes deeper. The Chamber is made up of citizens who live and work in the area. This is their home; and as such, our members want to know who their elected officials are and where they stand on issues that affect us all.

Candidate Forums are obligatory ventures of all Chambers; and have been a part of the history of the City and Chamber since its inception. The Compton Chamber have utilized the Council Chambers to ensure that all stakeholders (businesses, residents, property owners, and others) are informed as to the Candidates' identity, platform, and service to the community.

As such, the Compton Chamber utilizes the Council Chamber so that all stakeholders will be allowed to view ALL candidates either live or through recorded means.

Your prompt assistance in getting this item placed on the agenda is greatly appreciated.

Serving,
Dr. Lestean M. Johnson, President
Compton Chamber of Commerce

February 26, **2019**

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING FINAL PARCEL MAP NO. 75002 TO SUBDIVIDE AN EXISTING 2.491-ACRE LOT INTO THREE SEPARATE SMALLER PARCELS FOR FUTURE DEVELOPMENT AS A RETAIL COMMERCIAL CENTER FOR A PROPERTY LOCATED AT 2200 WEST ARTESIA BOULEVARD (ASSESSOR'S PARCEL NUMBER 7319-003-102)**

SUMMARY

The City Council will consider a resolution approving Final Parcel Map No. 75002 to subdivide a 2.491-acre property into three separate parcels for future development as a retail commercial center at 2200 W. Artesia Boulevard, Compton in the M-H (Heavy Manufacturing) zone.

BACKGROUND

The Subdivision Map Act ("the Act") of the State of California governs the subdivision of land for the purpose of sale, leasing, or financing. The Act authorizes local governmental agencies to regulate and control the design and development of subdivisions.

Chapter 28 of the Compton Municipal Code contains the City's regulations regarding the subdivision of land pursuant to the Act.

On March 6th, 2018, the City Council adopted Resolution No. 24,746 the City Council of the City of Compton approved Tentative Parcel Map No. 75002 subdividing 2.491 acres into three separate parcels for future development as a retail commercial center at 2200 W. Artesia Boulevard, Compton in the M-H (Heavy Manufacturing) zone, Compton. On February 5, 2019, the City Council adopted Resolution No. 24,922 which modified the Conditions of Approval in Resolution No. 24,746.

STATEMENT OF THE ISSUE

The City's approval of Tentative Parcel Map No. 75002, in Resolution No. 24,746 set forth Project Specific conditions of approval in Section 2 as follows:

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 Parcel Map by the City Engineer; that water lines shall be built to City standards and that each lot shall have separate water service.

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 Parcel Map by the City Engineer; that sewer lines shall be built to City standards and that each lot shall have separate sewer service.

3. That a permanent monument shall be set at each boundary corner within the subdivision, the type and design of which shall be approved by the Public Works Department.

4. That the applicant shall file with the City all deposits and bonds as the City Engineer and/or the Planning Director determine are necessary to comply with Section 28-22 of the Compton Municipal Code.

5. That percolation tests, soil tests, and geological and/or soils reports, as required by the Public Works Department, shall be provided.

6. That the grading and hydrology, plans as required by the Building and Safety and Public Works Departments shall be submitted to and approved by said departments prior to approval of the Final Parcel Map by the City Engineer.

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.

8. That a copy of the Final Map and a letter from the Public Works Department indicating that all conditions of approval have been met prior to its approval by the City Engineer shall be submitted by the applicant to the Planning Department **prior** to recordation with the Los Angeles County Recorder.

9. That design, improvement and construction **shall conform to**, and be in full compliance with, all requirements of all building, fire, and housing codes, the zoning provisions, and all other applicable State statues and local ordinances.

10. That the Final Map shall be prepared and filed with the Recorder of Los Angeles County within two years (24 months) after approval of Tentative Parcel Map No 75002 by the City Council.

11. That preparation and recordation of the Final Map shall meet all requirements of the Subdivision Map Act and of Sections 28-1 through 28-12, inclusive, of the Compton
Municipal Code.

STATEMENT OF THE ISSUE

The Subdivision Map Act ("the Act") of the State of California governs the subdivision of land for the purpose of sale, leasing, or financing. The Act authorizes local governmental agencies to regulate and control the design and development of subdivisions. Chapter 28 of the Compton Municipal Code contains the City's regulations regarding the subdivision of land pursuant to the Act. The conditions of approval numbers 1, 2, and 7 in Section 2 of Resolution No. 24,746 have been modified by Resolution 24922 on February 5, 2019, and they are no longer required. A Final Parcel Map approval is required from the City Council.

FISCAL IMPACT

Approval of Final Parcel Map No. 75002, as well as subsequent development of the site, will result in an increase in property and sales tax revenues to the City.

RECOMMENDATION

Staff recommends to the City Council approval of Final Parcel Map No. 75002.

WENDELL E. JOHNSON, P.E.
DIRECTOR OF PUBLIC WORKS

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING FINAL PARCEL MAP NO. 75002 TO SUBDIVIDE AN EXISTING 2.491-ACRE LOT INTO THREE SEPARATE SMALLER PARCELS FOR FUTURE DEVELOPMENT AS A RETAIL COMMERCIAL CENTER FOR A PROPERTY LOCATED AT 2200 W. ARTESIA BOULEVARD (ASSESSOR'S PARCEL NUMBER 7319-003-102)

WHEREAS, on March 6, 2018, the City Council of the City of Compton (the "City"), adopted Resolution No. 24,746, a resolution of the City Council of the City of Compton approving Tentative Parcel Map No. 75002 subdividing an existing 2.491-acre lot into three separate smaller parcels for future development as a retail commercial center; and

WHEREAS, the Final Parcel Map shall be prepared and filed with the Recorder of Los Angeles County by March 6, 2020, according to Resolution No. 24,746; and

WHEREAS, the City's approval of Tentative Parcel Map No. 75002, in Resolution No. 24,746, set forth various specific conditions of approval in Section 1, as follows:

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 Parcel Map by the City Engineer; that water lines shall be built to City standards and that each lot shall have separate water service.

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 Parcel Map by the City Engineer; that sewer lines shall be built to City standards and that each lot shall have separate sewer service.

3. That a permanent monument shall be set at each boundary corner within the subdivision, the type and design of which shall be approved by the Public Works Department.

4. That the applicant shall file with the City all deposits and bonds as the City Engineer and/or the Planning Director determine are necessary to comply with Section 28-22 of the Compton Municipal Code.

5. That percolation tests, soil tests, and geological and/or soils reports, as required by the Public Works Department, shall be provided.

6. That the grading and hydrology, plans as required by the Building and Safety and Public Works Departments shall be submitted to and approved by said departments prior to approval of the Final Parcel Map by the City Engineer.

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.

8. That a copy of the Final Map and a letter from the Public Works Department indicating that all conditions of approval have been met prior to its approval by the City Engineer shall be submitted by the applicant to the Planning Department prior to recordation with the Los Angeles County Recorder.

9. That design, improvement and construction shall conform to, and be in full compliance with, all requirements of all building, fire, and housing codes, the zoning provisions, and all other applicable State statues and local ordinances.

10. That the Final Map shall be prepared and filed with the Recorder of Los Angeles County within two years (24 months) after approval of Tentative Parcel Map No. 75002 by the City Council.

11. That preparation and recordation of the Final Map shall meet all requirements of the Subdivision Map Act and of Sections 28-1 through 28-12, inclusive, of the Compton Municipal Code; and

WHEREAS, conditions of approval numbers 1, 2 and 7 in Section 1 of Resolution No. 24,746 has been modified by Resolution No. 24,922 on February 5, 2019, and are no longer required; and

WHEREAS, conditions of approval number 4 in Section 1 of Resolution No. 24,746 has been satisfied; and

WHEREAS, the Director of the Public Works Department acknowledges that conditions of approval numbers 5, 8, 9 and 11 in Section 1 of Resolution No. 24,746 have been satisfied; and

WHEREAS, the developer has deposited an amount $9,500 for surveying monuments, and therefore, the following conditions of approval in Section 1 of Resolution No. 24,746 were not required to be satisfied prior to the approval of the Final Map and/or recordation and remain obligations on the applicant: numbers 3 and 10.

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

Section 1. That the City Council hereby approves Final Parcel Map No. 75002 to subdivide the 2.491-acre property located at 2200 West Artesia Avenue, (Assessor's Parcel Number 7319-003-102) in Compton

Section 2. That the City Engineer has approved the Final Parcel Map.

Section 3. That the Director of the Public Works Department had determined that all conditions of approval were met prior to approval of the Final Parcel Map by the City Engineer.

Section 4. That the Director of the Planning Department reviewed the Final Parcel Map from the Public Works Director prior to recordation of the Final Parcel Map.

Section 5. The following conditions of approval from Resolution No. 24,746 remain obligations on the applicant for the development of the property located at 2200 West Artesia Boulevard, Compton, California: conditions numbers 3 and 10.

Section 6. That a copy of this resolution shall be filed in the offices of the City Clerk, the City Manager, the Community Development Department, the Planning and Economic Development Department, the Building & Safety Department and the Public Works Department.

Section 7. That a copy of this Resolution shall be recorded with the Los Angeles County Recorder.

Section 8. 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, to wit:

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

_____
CITY CLERK OF THE CITY OF COMPTON

3 PARCELS
2.40 ACRES

SHEET 1 OF 2 SHEETS

PARCEL MAP NO. 75002

IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 OF PARCEL MAP NO. 10916, FILED IN BOOK 103, PAGE 53 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ARMANDO D. DUPONT PLS 7780
KIMLEY-HORN, INC.

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE INTEREST IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND THAT WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY RESERVE FOR OURSELVES, OUR HEIRS AND ASSIGNS, THE FOLLOWING:

BLANKET EASEMENTS FOR THE PURPOSE OF SHARED SEWER SYSTEMS, WATER LINES AND ABOVE GROUND DRAINAGE ACROSS ALL THREE PARCELS AS SHOWN ON THIS MAP.

COMPTON SQUARE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ BY: _____

NAME & TITLE: Michael H. Mugel manager NAME & TITLE:

FARMERS AND MERCHANTS BANK OF LONG BEACH, A CALIFORNIA CORPORATION, BENEFICIARY UNDER A DEED OF TRUST RECORDED MARCH 31, 2017 AS INSTRUMENT NO. 2017-357176 OF OFFICIAL RECORDS.

BY: _____ BY: _____

NAME & TITLE: Phillip J. Bond Executive Vice President NAME & TITLE: James H. Ketchersid Sr. Vice President

NOTARY 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)
) S.S.
COUNTY OF Los Angeles)

ON July 23, 2018 BEFORE ME, Nicole Nimmata NOTARY PUBLIC,

PERSONALLY APPEARED Phillip J. Bond and James Ketchersid ,

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:

_____
NOTARY PUBLIC IN AND FOR SAID STATE

MY PRINCIPAL PLACE OF BUSINESS
IS IN Los Angeles COUNTY
MY COMMISSION NUMBER IS: 2126374
MY COMMISSION EXPIRES: Oct. 11, 2019

NOTARY 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)
) S.S.
COUNTY OF Orange)

ON August 7, 2018 BEFORE ME, Lee Ann Hilliker NOTARY PUBLIC,

PERSONALLY APPEARED Michael H. Mugel ,

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:

_____
NOTARY PUBLIC IN AND FOR SAID STATE

MY PRINCIPAL PLACE OF BUSINESS
IS IN Orange COUNTY
MY COMMISSION NUMBER IS: 2122878
MY COMMISSION EXPIRES: August 10, 2019

LEE ANN HILLIKER
Commission # 2122878
Notary Public - California
Orange County
My Comm. Expires Aug 10, 2019

SIGNATURE OMISSIONS:

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED PURSUANT TO THE PROVISIONS OF SECTION 66436, (a) 3 (C), AND 66436 (a) 3(A)(i-viii) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST CANNOT RIPEN INTO A FEE.

STATE OF CALIFORNIA, HOLDER OF ACCESS RIGHTS AND A SLOPE EASEMENT RECORDED JUNE 29, 1972 AS INSTRUMENT NO. 1972-003796, AND RE-RECORDED JULY 26, 1972 AS INSTRUMENT NO. 1972-004170, BOTH OF OFFICIAL RECORDS.

DOMINGUEZ WATER CORPORATION, HOLDER OF AN EASEMENT FOR WATER LINE PURPOSES RECORDED SEPTEMBER 11, 1972 AS INSTRUMENT NO. 1972-002849 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF EASEMENTS FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS RECORDED MAY 22, 1973 AS INSTRUMENT NO. 1973-004094 AND NOVEMBER 14, 1974 AS INSTRUMENT NO. 1974-002405, BOTH OF OFFICIAL RECORDS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF COMPTON SQUARE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN MARCH, 2018. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. I ALSO STATE THAT THE MONUMENTS ARE OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE OR WILL BE IN PLACE WITHIN 24 MONTHS FROM THE FILING DATE OF THIS MAP; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____
ARMANDO D. DUPONT, P.L.S. 7780 6/14/18

LICENSED LAND SURVEYOR Armando D. DuPont L.S. 7780 STATE OF CALIFORNIA

CONSULTANT SURVEYOR:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP ON BEHALF OF THE CITY OF COMPTON AND THAT I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

David O. Knell 8.16.2018
DAVID O. KNELL
P.L.S. 5301

PROFESSIONAL LAND SURVEYOR DAVID O. KNELL PLS No. 5301 STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF STATE LAW AND SUBDIVISIONS ORDINANCE OF THE CITY OF COMPTON, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66442 (a)(1), (2) AND (3).

_____ DATE: _____
WENDELL JOHNSON, RCE 66340
PUBLIC WORKS DIRECTOR/CITY ENGINEER, CITY OF COMPTON
EXP. 6/30/2020

CITY CLERK'S STATEMENT:

CITY OF COMPTON)
COUNTY OF LOS ANGELES) S.S.
STATE OF CALIFORNIA)

I, ALITA GODWIN, CITY CLERK OF THE CITY OF COMPTON, DO HEREBY STATE THAT THIS MAP PRESENTED FOR APPROVAL TO THE CITY OF COMPTON CITY COUNCIL AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2018, AND THAT SAID COUNCIL DID, BY ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

_____ DATE: _____
ALITA GODWIN, CITY CLERK
CITY OF COMPTON

SPECIAL ASSESSMENTS STATEMENT

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF COMPTON TO WHICH THE LAND INCLUDED IN THE WITHIN THE SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

_____ DATE: _____
DOUGLAS SANDERS, CITY TREASURER
CITY OF COMPTON

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELS, STATE OF CALIFORNIA.

BY: _____ DATE: _____
DEPUTY

I HEREBY CERTIFY THAT THE SECURITY IN THE AMOUNT OF $ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL MAP NO. 75002 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELS, STATE OF CALIFORNIA.

BY: _____ DATE: _____
DEPUTY

3 PARCELS
2.40 ACRES

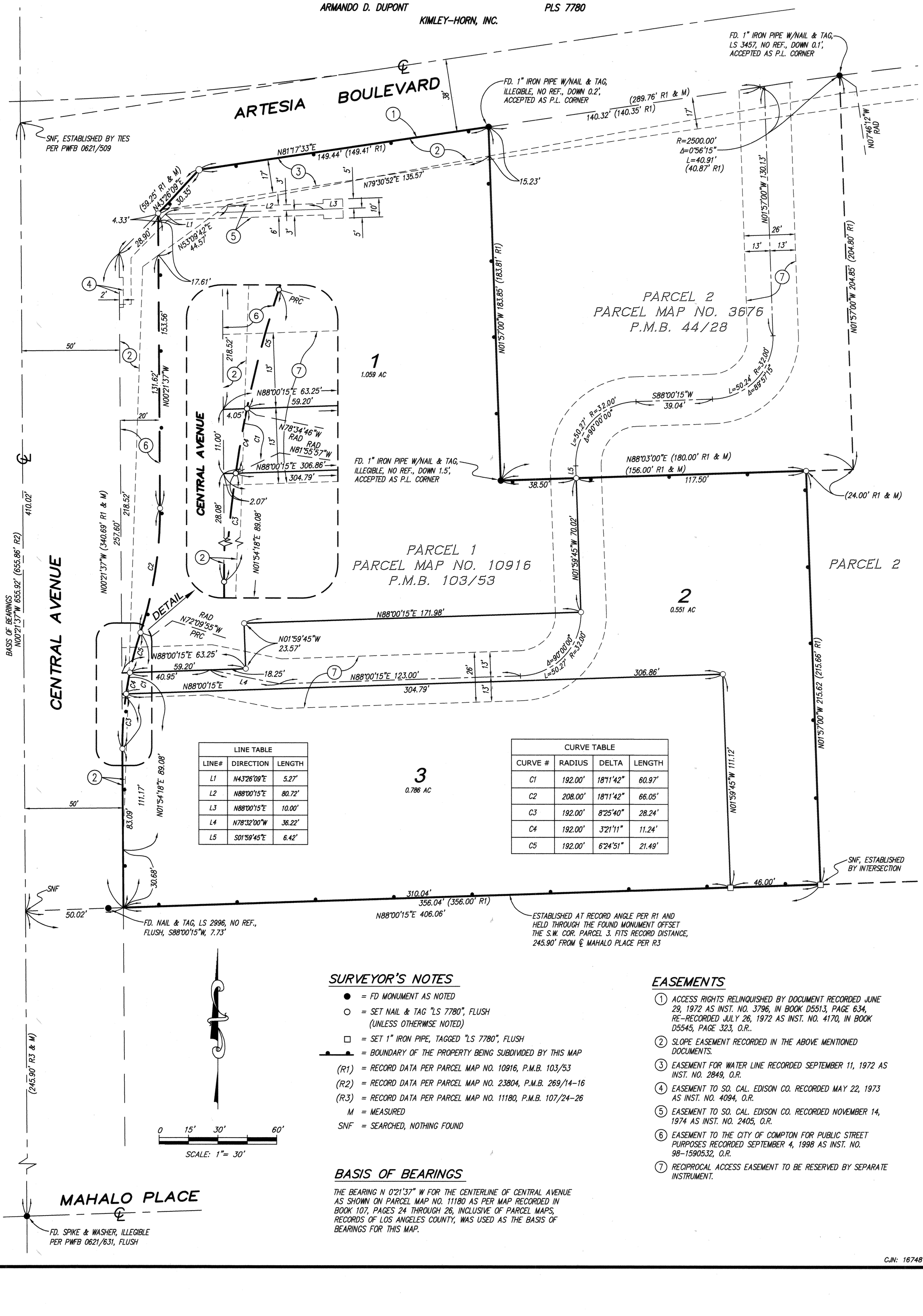
SHEET 1 OF 2 SHEETS

PARCEL MAP NO. 75002

IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 OF PARCEL MAP NO. 10916, FILED IN BOOK 103, PAGE 53 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ARMANDO D. DUPONT PLS 7780
KIMLEY-HORN, INC.



LINE TABLE		
LINE#	DIRECTION	LENGTH
L1	N43°26'09"E	5.27'
L2	N88°00'15"E	80.72'
L3	N88°00'15"E	10.00'
L4	N78°32'00"W	36.22'
L5	S01°59'45"E	6.42'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	192.00'	18°11'42"	60.97'
C2	208.00'	18°11'42"	66.05'
C3	192.00'	8°25'40"	28.24'
C4	192.00'	3°21'11"	11.24'
C5	192.00'	6°24'51"	21.49'

SURVEYOR'S NOTES

- ● = FD MONUMENT AS NOTED
- ○ = SET NAIL & TAG "LS 7780", FLUSH (UNLESS OTHERWISE NOTED)
- □ = SET 1" IRON PIPE, TAGGED "LS 7780", FLUSH
- —●— = BOUNDARY OF THE PROPERTY BEING SUBDIVIDED BY THIS MAP
- (R1) = RECORD DATA PER PARCEL MAP NO. 10916, P.M.B. 103/53
- (R2) = RECORD DATA PER PARCEL MAP NO. 23804, P.M.B. 269/14-16
- (R3) = RECORD DATA PER PARCEL MAP NO. 11180, P.M.B. 107/24-26
- M = MEASURED
- SNF = SEARCHED, NOTHING FOUND

BASIS OF BEARINGS

THE BEARING N 0°21'37" W FOR THE CENTERLINE OF CENTRAL AVENUE AS SHOWN ON PARCEL MAP NO. 11180 AS PER MAP RECORDED IN BOOK 107, PAGES 24 THROUGH 26, INCLUSIVE OF PARCEL MAPS, RECORDS OF LOS ANGELES COUNTY, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

EASEMENTS

1. ACCESS RIGHTS RELINQUISHED BY DOCUMENT RECORDED JUNE 29, 1972 AS INST. NO. 3796, IN BOOK D5513, PAGE 634, RE-RECORDED JULY 26, 1972 AS INST. NO. 4170, IN BOOK D5545, PAGE 323, O.R..
2. SLOPE EASEMENT RECORDED IN THE ABOVE MENTIONED DOCUMENTS.
3. EASEMENT FOR WATER LINE RECORDED SEPTEMBER 11, 1972 AS INST. NO. 2849, O.R.
4. EASEMENT TO SO. CAL. EDISON CO. RECORDED MAY 22, 1973 AS INST. NO. 4094, O.R.
5. EASEMENT TO SO. CAL. EDISON CO. RECORDED NOVEMBER 14, 1974 AS INST. NO. 2405, O.R.
6. EASEMENT TO THE CITY OF COMPTON FOR PUBLIC STREET PURPOSES RECORDED SEPTEMBER 4, 1998 AS INST. NO. 98-1590532, O.R.
7. RECIPROCAL ACCESS EASEMENT TO BE RESERVED BY SEPARATE INSTRUMENT.

CJN: 16748

This page is part of your document - DO NOT DISCARD

20180302230

Pages:
0005

ied/Filed in Official Records
r's Office, Los Angeles County,
California

03/29/18 AT 12:22PM

FEES:	28.00
TAXES:	0.00
OTHER:	0.00
PAID:	28.00

LEADSHEET

201803293300026

00015057397

008990840

SEQ:
01

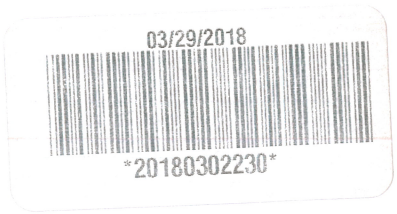
DAR - Counter (Upfront Scan)

THIS FORM IS NOT TO BE DUPLICATED

E629179

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Troy Gunter, Planner
City of Compton Planning Dept.
205 S. Willowbrook Avenue
Compton, CA 90220



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CITY OF COMPTON
RESOLUTION NO. 24,746

RESOLUTION NO. 24,746

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING TENTATIVE PARCEL MAP NO. 75002 TO SUBDIVIDE AN EXISTING 2,491 ACRE LOT INTO THREE SEPARATE SMALLER PARCELS FOR FUTURE DEVELOPMENT AS A RETAIL COMMERCIAL CENTER FOR A PROPERTY LOCATED AT 2200 W. ARTESIA BOULEVARD (ASSESSOR'S PARCEL NUMBER 7319-003-102)

WHEREAS, a request was made to subdivide a 2.491 acre site located at 2200 W. Artesia Boulevard (Assessor's Parcel Number 7319-003-102) into three separate parcels for future development as a retail commercial center in accordance of the Subdivision Map Act and Compton Municipal Code Chapter 28; and

WHEREAS, matters such as these are first submitted to the Planning Commission for consideration; and

WHEREAS, the Planning Commission considered all evidence and information presented and found that the proposed Tentative Parcel Map No. 75002 conformed to the goals of the Land Use Element and of the General Plan; and

WHEREAS, this project is categorically exempt from further environmental review per Section 15315 Minor Land Divisions of the California Environmental Quality Act guidelines pursuant to Public Resources Code; and

WHEREAS, the Planning Commission being fully informed recommended approval of Tentative Parcel Map No. 75002 to the City Council; and

WHEREAS, the City Council has received testimony and reviewed documentary evidence, is fully advised of the matter that has been submitted for decision.

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

Section 1. That the City Council hereby approves Tentative Parcel Map No. 75002 a request to subdivide 2.491 acres located at 2200 West Artesia Avenue, (Assessor's Parcel Number 7319-003-102) in Compton, subject to the following conditions:

CONDITIONS OF APPROVAL:

Project Specific Conditions of Approval:

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.

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.

3. That a permanent monument shall be set at each boundary corner within the subdivision, the type and design of which shall be approved by the Public Works Department.

4. That the applicant shall file with the City all deposits and bonds as the City Engineer and/or the Planning Director determine are necessary to comply with Section 28-22 of the Compton Municipal Code.

5. That percolation tests, soil tests, and geological and/or soils reports, as required by the Public Works Department, shall be provided.

6. That the grading and hydrology, plans as required by the Building and Safety and Public Works Departments shall be submitted to and approved by said departments prior to approval of the Final Map by the City Engineer.

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.

8. That a copy of the Final Map and a letter from the Public Works Department indicating that all conditions of approval have been met prior to its approval by the City Engineer shall be submitted by the applicant to the Planning Department prior to recordation with the Los Angeles County Recorder.

9. That design, improvement and construction shall conform to, and be in full compliance with, all requirements of all building, fire, and housing codes, the zoning provisions, and all other applicable State statues and local ordinances.

10. That the Final Map shall be prepared and filed with the Recorder of Los Angeles County within two years (24 months) after approval of Tentative Parcel Map No 75002 by the City Council.

11. That preparation and recordation of the Final Map shall meet all requirements of the Subdivision Map Act and of Sections 28-1 through 28-12, inclusive, of the Compton Municipal Code.

Section 2. 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 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 6th day of March, 2018.

Tanya L. McCoy
MAYOR OF THE CITY OF COMPTON

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

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 6th day of March, 2018.

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

AYES: **COUNCIL MEMBERS-**Zurita, McCoy, Sharif
NOES: **COUNCIL MEMBERS-**None
ABSENT: **COUNCIL MEMBERS-**Galvan, Brown
ABSTAIN: **COUNCIL MEMBERS-**None

CITY OF COMPTON INCORPORATED MAY 6, 1888 CALIFORNIA

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. 24,922

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 equest to subdivide parcel 7319-003-102 into three separate parcels or future development as a retail commercial center in accordance of t Compton Municipal Code Chapter 28 and Subdivision Map Act; and

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

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

WHEREAS, the developer now requests a modification to nditions of approval numbers 1, 2 and 7 to utilize shared utility and drainage fo ne 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 pr visions are consistent with the Compton Municipal Code and the Subdivision M 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 ds that no further environmental review is required under the California E ronmental Quality Act for the proposed changes to the conditions of approva ursuant to State CEQA Guidelines Section 15315, based upon the following fi ngs:

California Environmental Quality Act (CEQA)

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

Section 2. That the City Council of the City of Comp on 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 664 of the California Government Code that require a City to deny approval of tentative map apply to this project.

a. That the proposed map is not consistent with applicable genera nd specific plans as specified in Section 65451. The proposed map is cons ent with the General Plan and the Zoning Code. The changes are limite implementing provisions related to utilities and drainage.

b. That the design or improvement of the proposed subdivision is consistent with applicable general and specific plans. The desig 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 5th day of February, 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 5th day of February, 2019.

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

AYES:	COUNCIL MEMBERS-	Zurita, McCoy, Sharif, Brown
NOES:	COUNCIL MEMBERS-	None
ABSENT:	COUNCIL MEMBERS-	Galvan
ABSTAIN:	COUNCIL MEMBERS-	None

CITY CLERK OF THE CITY OF COMPTON

CITY OF COMPTON

TRANSMITTAL VOUCHER/RECEIPT

20686

DATE 9-13-18

RECEIVED OF Compton Square, LLC c/o Red Mountain Group, Inc.

DESCRIPTION Survey Monument Final Parcel Map deposit
2200 W. Artesia Blvd., Compton, Ca

ACCOUNT	FUND	OBJECT	PROJECT	AMOUNT
	1001- 3640			$ 9,500.00
				$
				$
				$
Check # 195				$
				$
			TOTAL	$ 9,500.00

Receipt No: 03697038
09/13/2018 10:05 AM
Operator: rsalgado Batch: 00613
Station: TR3002055
+ 9,500.00
*****PAID*****

Delores Joan
SIGNATURE

CITY TREASURER

ORIGINAL

PW
DEPARTMENT

City Of Compton
Treasurer's Office
205 S. Willowbrook Ave.
Compton, California 90220

Transaction: 03697038
Module: CR Batch: 00613-09-2018
Operator: rsalgado Station: TR3002055
Date: 09/13/2018 Time: 10:05 AM

NEW CHARGES

1001-00-0000-3640
20686 COMPTON SQUAR
E C/O RED MOUNTAIN 9,500.00

Customer Name:
Customer Number: 000000

TOTAL: 9,500.00

PAYMENTS
Check: 9,500.00
Cash: 0.00
Other:
Check 9,500.00
Change: 0.00

** Thank You for Your Payment **

February 26, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR RE SCHULTZ CONSTRUCTION, INC. FOR THE BURRELL MAC DONALD PARK IMPROVEMENT PROJECT ($271,678)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a construction contract with and establish a purchase order in the amount of Two Hundred Forty Six Thousand Nine Hundred Eighty Dollars ($246,980.00) for RE Schultz Construction, Inc. for specified construction services for the Burrell Mac Donald Park Improvement Project, and provide for a contingency amount of Twenty Four Thousand Six Hundred Ninety Eight Dollars ($24,698.00).

BACKGROUND

On December 5, 2018, the Parks & Recreation Department released the invitation for bids for the Burrell Mac Donald Park Improvement Project. This project scope includes: demolition of all identified parts and equipment, purchase and installation of a new play area, Greenfields 6 station exercise equipment, site furnishings, construction of a decomposed granite walking trail, concrete walking pad for youth baseball field, and irrigation modifications.

The bid closed on January 3, 2019, with 3 bids received.

	VENDOR	BID AMOUNT
1.	RE Schultz Construction, Inc.	$246,980.00
2.	FS Contractors	$259,000.00
3.	Concept Consultants, Inc.	$289,702.00

STATEMENT OF ISSUE

Based upon bids received and reviewed, it has been determined that RE Schultz Construction, Inc. ("Schultz") submitted the lowest, most responsive and responsible bid.

Schultz is a full-service General Engineering Firm specializing in public works and commercial construction. The company's ability to offer complete play yard construction, design, consultation and manufacturer certification, from demolition to finished surfacing, has been proven over 15 years and over 5,000 successful projects.

Schultz project supervisors are Certified Playground Safety Inspectors and their company is fully licensed, insured and bonded. Clients include the cities of Azusa, Rosemead, and Diamond Bar plus a host of other state agencies, municipalities, and local school districts.

Staff recommends that the City Council accept the bid submitted by RE Schultz Construction, Inc. in the amount of $246,980.00, plus authorize a contingency amount of $24,698.00, for a total encumbered sum of $271,768.00.

ALTERNATIVE

None presented.

FISCAL IMPACT

The funds ($271,678.00) have been approved and budgeted in the 2018-2019 Fiscal Year budget and are available in Measure P Fund Account No. 1004-610-000-4269.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution.

MARVIN C. HUNT, DIRECTOR
PARKS AND RECREATION DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR RE SCHULTZ CONSTRUCTION, INC. FOR THE BURRELL MAC DONALD PARK IMPROVEMENT PROJECT ($271,678)

WHEREAS, on December 5, 2018, the Parks and Recreation Department released an Invitation for Bids for the "2018 Burrell Mac Donald Park Improvement Project"; and

WHEREAS, the "2018 Burrell Mac Donald Park Improvement Project" scope includes: demolition of all identified parts and equipment, purchase and installation of a new play area, Greenfields 6 station exercise equipment, site furnishings, construction of a decomposed granite walking trail, concrete walking pad for youth baseball field and irrigation modifications; and

WHEREAS, on January 3, 2019, a total of three (3) bids were received and opened with the following results:

	COMPANY	**BID AMOUNT**
1.	RE Schultz Construction, Inc.	$246,980.00
2.	FS Contractors	$259,000.00
3.	Concept Consultants, Inc.	$289,702.00

WHEREAS, based upon bids received and reviewed, it has been determined that RE Schultz Construction, Inc. submitted the lowest, most responsive and responsible bid; and

WHEREAS, it is the recommendation of staff that the City Council accept the bid submitted by RE Schultz Construction, Inc. in the amount of $246,980.00, plus authorize a contingency amount of $24,698, for a total encumbered sum of $271,678.00; and

WHEREAS, funds have been approved and adopted in the 2018-2019 Fiscal Year, Measure P Budget in Account No. 1004-610-000-4269.

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

Section 1. That the bid of RE Schultz Construction, Inc. in the amount of Two Hundred Forty Six Thousand Nine Hundred Eighty Dollars ($246,980.00) is hereby accepted and all other bids rejected.

Section 2. That the City Manager, with the advice and approval of the City Attorney is hereby authorized to enter into a construction contract with RE Schultz Construction, Inc. to provide specified construction services for the 2018 Burrell Mac Donald Park Improvement Project in the amount of $246,980.00.

Section 3. That a contingency amount of Twenty Four Thousand Six Hundred ninety Eight Dollars ($24,698.00) is hereby authorized.

Section 4. That funds in the amount of Two Hundred Seventy One Thousand Six Hundred Seventy Eight Dollars ($271,678.00) are available in the Measure "P" 2018-2019 Fiscal Year Annual Budget in Account No. 1004-610-000-4269 (Contract Services).

Section 5. That a purchase order in the amount of $271,980.00 is hereby authorized to be established for RE Schultz Construction, Inc. for services rendered for the 2018 Burrell Mac Donald Park Improvement Project.

Section 6. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, Parks and Recreation and the City Clerk.

Section 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, 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

CONSTRUCTION SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
RE SCHULTZ CONSTRUCTION, INC.
[2018 Burrell/Mac Donald Park Improvement Project]

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 **RE SCHULTZ CONSTRUCTION, INC.** (hereinafter referred to as "**CONTRACTOR"**) located at 1767 North Batavia Street, Orange, California 92865, (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 (State Lic. No. 1007195) 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 RE Schultz Construction, Inc. (Contractor) to perform that work required pursuant to the 2018 Burrell/Mac Donald Park Improvement Project.

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

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

1.0 GENERAL PROVISIONS

1.1 Definitions.

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

1.1.2 "Contract Documents" consists of this Agreement (interchangeably "Contract"), (including all exhibits and schedules), any amendments and clarifications issued thereto, the "Notice Inviting Bids," "Instructions to Bidders," any "Supplementary Instructions to Bidders," and any addendum(s) and supplements thereto issued by the City, the "Proposal" and any "Bid/Unit Price Proposal" submitted by the Contractor, the plans, general conditions, special provisions, standard and technical specifications, schedules, exhibits, drawings, designation of subcontractors, information required of bidder, all required bonds, insurance policies,

endorsements, certificates, permits, notices and affidavits, notice to proceed, notice of completion, any Change Orders, the provisions of the Standard Specifications for Public Works Construction (SSPWC/Greenbook), latest Edition (except as modified), Standard Specifications of the State of California Department of Transportation (CalTrans), latest Edition (except as modified), Work Area Traffic Control Handbook (WATCH), latest Edition, CalTrans Standard Drawings, latest edition, Manual on Uniform Traffic Control Devices (MUTCD), latest Edition, MUTCD Latest California Supplement, California Stormwater BMP Handbook for Construction, latest edition (published by California Stormwater Quality Association), City of Compton standards, and any and all other documents identified in the Contract Documents which together form the agreement between the City and the Contractor.

1.2 Public Work of Improvement.

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

1.3 Trust and Confidence.

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

1.4 Standard of Care.

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

1.5 Compliance with Applicable Laws.

Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project, and shall give all notices and comply with all applicable laws and lawful orders of any governmental authorities (including, without limitation, those laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage, Hazardous Substances, and equal employment opportunities); pay all local, state and federal taxes; and pay all benefits, insurance, taxes and contributions for Social Security and Unemployment Insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. Contractor shall be liable for all violations of such laws and regulations in connection with the Contractor's obligations on this Project. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California

subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a Charter city are a part of this Agreement to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents (hereinafter "City") free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

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

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

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

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

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

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

1.5.6 Certified Payrolls. Pursuant to California Labor Code Section 1776, Contractor shall keep weekly payroll records, which shall be certified under penalty of perjury to record the proper payment of prevailing wages for this Project. City shall accept computer

printouts (which are then certified) in lieu of the standard form as long as the computer printout provides all of the same information as required on the certified payroll form. Failure of Contractor to provide the certified payrolls within ten (10) days of a written deficiency notice from the City shall result in a penalty of **Twenty-Five Dollars ($25.00)** per day per worker for each day of violation. City maintains the right to withhold any and all funds due the Contractor and/or his/her subcontractors in the event that certified payrolls are not maintained and provided to the City upon request.

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

1.5.8 Water Pollution Control.

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

The City, as permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency and private citizens. The City may assess the Contractor a penalty of **One thousand Dollars ($1,000.00)** for each calendar day that the Contractor has not fully implemented the BMPs specified for the contract and/or is otherwise in noncompliance with these provisions. In addition, the City will deduct,

from the final payment due the contractor, the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

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

1.6 Key Personnel.

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

1.6.2 City's Representative. City hereby designates **Marvin Hunt, Director of the Parks and Recreation Department** or his/her designee as City's Representative for this Project.

1.7 Independent Contractor.

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

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

1.8 Permits.

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

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

2.0 SCOPE OF SERVICES

2.1 It is the mutual understanding of the Parties that all construction services to be performed hereunder shall be performed pursuant to the fee schedule, scope of work, the City Engineer, Project Manager and/or City's Representative, 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, power, water and essential communications and other facilities required for fulfillment of this Contract to complete the following Work:

2018 BURRELL MAC DONALD PARK IMPROVEMENT PROJECT

The proposed work will be performed in accordance with the plans, specifications and other Contract Documents generally consisting of: demotion of various materials, purchase and installation of Miracle play area equipment, removal of rubberized surfacing, installation of Greenfields exercise equipment, construction of decomposed granite walking track, construction of concrete walking pad for baseball field, site furnishings, and irrigation system modifications.

The 2018 Burrell/Mac Donald Park Improvement Project – generally consists of installation and construction of improvements to the Burrell/Mac Donald Park – including but not limited to:

Demolition

- Remove existing Playground Equipment, Portion of Play Area Curb, sand and rubberized surface
- Utility Protection
- Remove Existing Concrete
- Remove and relocate existing signs
- Misc. Removals

Site Work

- Fine Grading
- Construction staking and surveying

Walking Trail

- Construct 1, 441.8 linear feet of stabilized decomposed granite walking trail
- Trail width is 6'
- Decomposed granite depth is 4"
- Mow curbs will consist of landscape bend a board or similar product
- Stabilized Decomposed Granite

Ballfield

- Construction of concrete walking pad
- Secure and anchor existing baseball field bleachers to concrete pad

Exercise Equipment

- Construction of 25' x 37' pit with 6" concrete mow curbs finished with decomposed granite
- Purchase and installation of Greens Field exercise equipment
- Installation of signage

Play Equipment

- Play Equipment (Miracle Playground Design Included)
- Install 3500 LF of engineered wood fiber
- Two existing detached playground pits will be modified to create one large pit.
- Removal of existing concrete mow curbs and installation of new concrete mows curbs

Irrigation

- Irrigation System Revisions to fit new layout

2.2 Management of Construction Work.

In addition to the Construction Work, Contractor shall cooperate with the City, City's Engineer and/or any construction management firm it may utilize as concerns and is incidental to construction projects of the nature and scope of this Project. The services required are not intended in any manner to diminish the overall responsibility of Contractor for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract.

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

3.0 CONTRACT PRICE

3.1 Total Compensation.

As full and complete compensation for the faithful performance of all of the Work hereunder performed by Contractor in accordance with the Contract Documents, City shall pay, and Contractor agrees to accept, a not-to-exceed maximum sum of **Two Hundred Forty Six Thousand Nine Hundred Eighty Dollars ($246,980.00)** ("Contract Price")**,** subject to adjustments for changes in the Work as may be agreed to in writing by the City and Contractor.

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

Compensation to the Contractor for decreases of more than twenty-five percent (25%) and paid for eliminated items shall be made in accordance with Section 3-2.2.3 "Decreases of more than 25 Percent" and Section 3-2.5 "Eliminated Items" of the Standard Specifications for Public Works Construction (Greenbook).

3.3 Payments.

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

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

3.4 Retention.

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

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

-Or-

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

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

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

3.5 Contractor's Warranty of Contract Price.

Contractor warrants and represents that the Contract Price, includes without Limitation: (i) all overhead, general and administrative expenses, including without limitation, both on-site and off-site direct job expenses and home office overhead for the Project and all fees and assessments for building and other permits for which Contractor is responsible,

licenses and inspections required for the Project, and (ii) includes and assumes that from time to time Contractor will encounter delays, difficult conditions arising from limited access to work areas or other interferences for which responsibility is not otherwise attributable to Contractor and unforeseen conditions at the Site not constituting differing site conditions. Except as otherwise provided in the Contract Documents, Contractor assumes full responsibility for its examination, investigation and understanding of such delays and difficulties which may be encountered, and shall be deemed to have included in its Contract Price a sum to cover the cost and expense associated therewith.

4.0 TIME

4.1 Time of Essence.

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

4.2 Commencement.

4.2.1 Construction Services. Contractor agrees to commence the Work provided for herein within **ten (10) calendar days** after receipt of the **Notification to Proceed** or as otherwise agreed in writing with the Director of his/her designee, and continue in a diligent, professional and worker-like manner as directed by the City without interruption until the work is completed or within a total of **sixty (60) working days** (this period is inclusive of time to procure needed materials, mobilization, etc.), whichever occurs first, unless this Agreement is extended, suspended or terminated as provided herein.

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

4.3 Extensions.

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

4.4 Compensation for Delay.

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

4.5 Liquidated Damages.

IF CONTRACTOR FAILS TO ACHIEVE SUBSTANTIAL COMPLETION OF THE WORK WITHIN THE PERIODS OF TIME REFERRED TO IN PARAGRAPH 4.2.1 OF THIS AGREEMENT (AS ADJUSTED BY CHANGE ORDER FOR EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS), CITY WILL INCUR DAMAGES, THE AMOUNT OF WHICH WILL BE DIFFICULT OR IMPOSSIBLE TO ESTABLISH WITH CERTAINTY, INCLUDING BUT NOT LIMITED TO INEFFICIENCY AND DISRUPTION OF CITY'S OPERATIONS. THE PARTIES THEREFORE AGREE THAT FOR EACH DAY PAST THE COMPLETION DATES REFERRED TO IN PARAGRAPH 4.2.1 (AS ADJUSTED BY CHANGE ORDER FOR THE EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS) THAT THE WORK IS NOT SUBSTANTIALLY COMPLETE, CONTRACTOR SHALL PAY CITY THE SUM OF EIGHT HUNDRED DOLLARS ($800.00) FOR EACH CALENDAR DAY DELAYED BEYOND THE TIME PRESCRIBED FOR FINISHING THE WORK AS LIQUIDATED DAMAGES. THIS SUM REPRESENTS A REASONABLE EFFORT TO ESTIMATE FAIR COMPENSATION FOR THE FORESEEABLE LOSSES CITY WILL INCUR ON ACCOUNT OF DELAYS IN SUBSTANTIAL COMPLETION OF THE WORK AND IS NOT A PENALTY. IF LIQUIDATED DAMAGES ARE NOT PAID, THE CITY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONEY DUE OR THAT MAY BECOME DUE TO THE CONTRACTOR UNDER THIS AGREEMENT IN ADDITION TO ANY OTHER REMEDY AVAILABLE TO THE CITY. CONTRACTOR SHALL NOT BE ASSESSED LIQUIDATED DAMAGES IF THE DELAY IS CAUSED BY ACTS OF GOD WHICH COULD NOT REASONABLY HAVE BEEN FORESEEN OR GUARDED AGAINST; STRIKES, BOYCOTTS OR LIKE OBSTRUCTIVE ACTIONS BY CONTRACTOR'S OR IT'S SUBCONTRACTOR'S EMPLOYEES WHICH ARE BEYOND CONTRACTOR'S CONTROL; FAILURE OF CITY TO PERFORM; OR FAILURE OF A PUBLIC UTILITY TO RELOCATE OR REMOVE AN EXISTING UTILITY REQUIRED FOR PERFORMANCE OF THIS CONTRACT. CITY AND CONTRACTOR HEREBY INDICATE THEIR AGREEMENT TO THE FOREGOING LIQUIDATED DAMAGES PROVISION:

City of Compton – City Manager	**Contractor – RE Schultz Construction, Inc.**

5.0 CONSTRUCTION PHASE

5.1 General.

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

5.1.2 Unless otherwise provided in the Contract Documents, Contractor shall furnish, or cause to be furnished, and shall pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

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

5.2 Supervision of Work.

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

5.3 Permits, Approvals, Licenses and Notices.

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

5.4 Safety.

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

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

.a Employees and all other persons at the Site;

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

.c The Project and all property located at the Site, whether or not said property or structures are part of the Project or involved in the Work.

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

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

5.4.5 If City deems any part of the Work or Site unsafe, City may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the Work or take corrective measures. Neither City's order nor Contractor's

action in response thereto shall be the basis for adjustment in the Contract Price or Contract Time.

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

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

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

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

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

5.5 Substitutions.

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

5.6 Trade Contractors.

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

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

5.7 Separate Contractors.

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

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

6.0 ACCOUNTING RECORDS

6.1 Access.

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

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

6.2 Enforcement.

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

Contractor to permit access, inspection, audit and/or reproduction of the records or to require delivery of the records to City for inspection, audit and/or reproduction.

7.0 INDEMNITY, BONDS

7.1 Indemnity.

7.1.1 General Indemnity. To the fullest extent allowed by law, Contractor hereby agrees to defend, indemnify, and hold harmless City, its City Council, boards and commissions, officials, officers, agents, employees, representatives, insurers and volunteers (hereinafter collectively referred to as "City") through legal counsel acceptable to City, from and against any and all Losses arising directly or indirectly from, or in any manner relating to, any of the following: (i) any act or omission (negligent or otherwise) of Contractor, or by its Trade Contractors, of any tier; (ii) performance or nonperformance by Contractor or its Trade Contractors, of any tier, of any of the obligations under this Agreement or the other Contract Documents; (iii) the construction activities of Contractor, or its Trade Contractors, of any tier, either on the Site or on other properties; (iv) the payment or nonpayment of money by Contractor, or by any of its Trade Contractors, of any tier; or (v) any personal injury, property damage or economic loss to third persons or entities associated with the performance or nonperformance by Contractor, or any of its Trade Contractors, of any tier; provided, however, that nothing contained herein shall be construed as obligating Contractor to indemnify the City for losses resulting from the City's sole negligence, active negligence or willful misconduct. Contractor shall pay City for any costs incurred in enforcing the defense and/or indemnity obligations under this provision. Nothing in this Section 7.1 shall be construed to give rise to any implied right of indemnity in favor of Contractor against the City.

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

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

7.2 Bonds.

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

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

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

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

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

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

8.0 INSURANCE

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

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

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

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

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

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

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

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

8.2.4 Builder's Risk Insurance. Builder's Risk Insurance for any property constructed on behalf of the City, to cover "all risk" of physical loss providing for loss or damage from collapse, including collapse resulting from design error. The value insured shall cover 100% of the completed Contract cost and shall be maintained until full acceptance of the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

Failure of the Contractor to provide proof of the above-required insurance coverage, and any renewal thereof, to the City shall not negate or eliminate Contractor's requirement to in fact obtain and maintain the insurance coverages required by this Agreement.

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

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

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

9.0 CHANGE ORDERS

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

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

10.0 CERTIFICATIONS

10.1 Certification of Contractor. I, **Richard Schultz, HEREBY CERTIFY** that I am the **President**, and duly authorized representative of the Contraction firm of **RE Schultz Construction, 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.

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

Richard Schultz, President **(Date)**

11.0 DEFAULT AND TERMINATION

11.1 Default by Contractor.

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

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

11.2 City's Rights and Remedies Upon Default.

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

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

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

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

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

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

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

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

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

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

11.2.6 Damages to City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.5 Contractor's Rights and Remedies.

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

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

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

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

12.0 MISCELLANEOUS PROVISIONS

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

guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. This obligation shall survive completion or termination of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.0 NOTICES

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

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

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Compton Parks & Recreation Department
(310) 605-6330
(310) 761-1402 - 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:

RE Schultz Construction, Inc.
1767 North Batavia Street
Orange, California 92865
Attn: Richard Schultz, President
(714) 649-2627 - Phone
(714) 740-5049 - Fax

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

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

RE SCHULTZ CONSTRUCTION, INC.
CONTRACTOR

Dated: _____ **By _____**
Richard Schultz, President

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Marvin Hunt, Director
Compton Parks & Recreation Department

Approved by:

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

Approved as to form:

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

ATTEST:

Dated: _____ By _____
Alita Godwin, City Clerk