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
03/12/2019
5:30 PM

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

1. YOUTH LEADERSHIP COUNCIL - DISTRICT 4 (Councilmember Emma Sharif)

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

2. FEBRUARY 12, 2019

CITY FIRE DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,905 AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH LN CURTIS FOR THE PURCHASE OF HURST RESCUE TOOLS FOR ($33,113.87)

CITY MANAGER

4. RESOLUTION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO APEX BUSINESS MACHINES FOR THE PURCHASE OF PAPER AND SUPPLIES FOR CITY DEPARTMENT COPIERS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING EXAMINATION OF THE CITY'S SALES, USE AND TRANSACTIONS TAX RECORDS BY HINDERLITER, DE LLAMAS AND ASSOCIATES

GENERAL SERVICES

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES CONTRACT WITH ELITE ELEVATOR SERVICES FOR REPAIR OF THE #1 ELEVATOR IN CITY HALL ($62,524)

PUBLIC WORKS DEPARTMENT

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO RED WING BOOTS AND SHOETERIA BOOTS IN THE AMOUNTS OF $5,057.25 AND $4,762.92, RESPECTIVELY , FOR SAFETY BOOTS PURCHASED BY THE PUBLIC WORKS DEPARTMENT IN ACCORDANCE WITH THE DIVISION OF OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION'S (CAL/OSHA) PERSONAL PROTECTIVE EQUIPMENT (PPE)

REGULAR AGENDA

CITY MANAGER'S REPORT

8. POWER POINT PRESENTATION - WILSON PARK GYM RENOVATION - Van Wilson, General Services Department

NEW BUSINESS

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO REPEAL RESOLUTION NUMBER 24,710 AND CONSIDER A PROPOSED CHARTER AMENDMENT TO CHANGE THE DATE OF THE CITY'S GENERAL MUNICIPAL ELECTION FOR SUBMISSION TO THE VOTERS AT A FUTURE DATE

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH EBS GENERAL ENGINEERING, INC. FOR ADDITIONAL CITY-WIDE POTHOLE REPAIR SERVICES ON AN URGENT NECESSITY BASIS

11. A RESOLUTION OF THE COUNCIL OF THE CITY OF COMPTON AUTHORIZING A NEIGHBORHOOD STABILIZATION PROGRAM (NSP1) REHABILITATION LOAN TO KAMILLE NICKELSON AND AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF COMPTON AND CEVAC FACILITIES SERVICES TO PERFORM RESIDENTIAL REHABILITATION SERVICES ($59,680.00)

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR JOHN ROBINSON CONSULTING INC. FOR ENGINEERING SERVICES FOR THE PREPARATION OF A RECYCLED WATER FEASIBILITY STUDY ($45,216.00).

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF MILLER SPATIAL AND ESTABLISHING A PURCHASE ORDER AND ENTERING INTO A CONTRACT FOR ON-CALL GEOGRAPHIC INFORMATION SYSTEM (GIS) SUPPORT SERVICES FOR FISCAL YEARS 2018/19, 2019/20 AND 2020/21 ($35,000 PER YEAR)

NEXT REGULAR MEETING: 3/19/2019 @ 5:30 PM

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FEBRUARY 12, 2019

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

ROLL CALL

Council Members Present – Zurita, McCoy, Sharif, Brown
Council Members Absent – Galvan (Entered the meeting at 5:52 p.m.)

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

COMMENDATORY RESOLUTION AND PRESENTATION TO BATALION CHIEF LUIS HERNANDEZ

Councilmember Zurita presented a Certificate of Recognition to Luis Hernandez commending and recognizing him for his outstanding service to the community, and for being the first Latino Battalion Chief in the history of the City of Compton.

The Mayor and City Council thanked and congratulated Battalion Chief Luis Hernandez for his dedication and exemplary service to the entire community, adding that Battalion Chief Hernandez will inspire a new generation of public servants.

Battalion Chief Luis Hernandez thanked and commended the City Council, the citizens of Compton and the Compton Fire Department for honoring him and allowing him the wonderful opportunity to serve the residents of the City of Compton.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, spoke regarding municipal codes, ordinances and enforcement, adding that parking problems have increased because of illegal garage conversions, and suggested that the Building and Safety Department patrol the city to determine which garage conversions are legal/illegal and issue citations. He then indicated that some businesses are illegally operating out of their homes without a business license. Mr. Ray concluded by stating that some businesses are not charging sales tax and the city must do a better job of enforcing the ordinances by citing businesses that are not operating properly, which will bring funds into the city.

Teresa Carlos/Benny Carlos, Compton residents, addressed the City Council stating that they own a small business in Compton and submitted documents regarding support for small businesses in Compton. Ms. Carlos read a letter regarding Angelino Taxi and the importance of providing office space for Ms. Villarreal and the Latino Chamber of Commerce in Compton. The Latino Chamber provides crucial assistance to businesses and organizations as well as residents of the community. Mr. and Mrs. Carlos concluded by indicating that the vendors require bilingual assistance.

Keith Kaneko, Electric Guard Dog, communicated that last December he addressed the Council regarding a code amendment allowing the handling of electrified security perimeter fencing for businesses in the city. Since that time, he has met with City Manager Rhambo and discussed the proposed code amendment and suggested an on-site meeting to see the fencing up close and receive information, so that the city can make an accurate determination. Mr. Kaneko thanked the City Council, City Manager and Staff for the productive meeting and discussion.

Adolpho Varas, Latino Chamber of Commerce, stated that the Chamber has been operating for over 3 decades, educating and advocating for minority businesses in Compton as well as other cities. Mr. Varas indicated that the Chamber recently hosted a work shop to educate local vendors regarding business ownership and the process involved with beginning/improving their businesses. Mr. Varas expressed his wishes that the chamber and the city partner together and continue to build a relationship between the city and the community for wellness, growth and prosperity.

Frederick Gordon, Compton resident, spoke on behalf of Pastor Michael Fisher of Greater Zion Church Family and invited the community to attend the L. A. Metro NEXTGEN transportation changes and service improvements workshop. The workshop will be held at Greater Zion Church, 2408 N. Wilmington Avenue, Compton from 4 to 7 p.m. Mr. Gordon then indicated that he has had to make several repairs on his vehicles as a result of the numerous potholes around the city and further urged the city to complete the street repairs as quickly as possible for the safety of the residents of the community.

Maria Villarreal, President-Latino Chamber of Commerce, presented a business license and other documentation for the Latino Chamber of Commerce. Ms. Villarreal then requested a meeting between the Chamber and the City Manager to review her documents and resolve any issues or concerns relative to the Latino Chamber of Commerce as well as the lease agreement at 700 N. Bullis Road. Ms. Villarreal urged the city to work with the Latino Chamber of Commerce to improve the City of Compton.

(*Councilman Galvan exited the meeting at 7:37 p.m. and returned at 7:41 p.m.*)

Pat Lawrence, Compton resident and one of the Founders of the Concerned Citizens of Compton**,** spoke regarding the problems she has experienced in contacting the City Manager and City Attorney. Ms. Lawrence noted that the trees on Locust Avenue must be trimmed and the lighting must be improved. She then noted that many former Compton P.D. officers have been diagnosed with cancer as a result of the asbestos at the old Compton Police station which is currently occupied by the Sheriffs' station. Ms. Lawrence concluded by urging the Council to clean up the city.

Gilda Blueford, Compton resident, and appointed President of the Concerned Citizens of Compton, Inc., stated that she sent a communication concerning the remodeling of the Target Store at the Gateway Towne Center. Ms. Blueford requested a meeting with stakeholders of the community and Councilperson Sharif to discuss the condition of the store, indicating that Compton residents deserve much better products and services.

Councilmember Sharif indicated that a meeting has been scheduled with Prism Corporation and the community's concerns will certainly be addressed.

Patricia Camacho, Representative for Congresswoman Nannette Barragan, invited the Council and community to attend the Annual Black History Month Celebration on February 16, 2019 from 10 a.m. to 12 noon at the A C Bilbrew Library, 150 East El Segundo Blvd., Los Angeles. The community will be honoring Black Visionaries in literature and African American art, noting that our community strength lies in our unity. Ms. Camacho further noted that residents will also receive a legislative update from Congresswoman Barragan.

Marie Hollis, Compton resident and President of Concerned Citizens of Compton, Incorporated, indicated that the issue of her Presidency has been successfully resolved. Ms. Hollis stated that she was present to praise the City Council and to thank Councilperson McCoy and the City Manager for their assistance with an issue she had regarding illegal dumping.

Diana Medel, Field Representative for Assemblyman Mike Gipson, announced the return of the African American Leaders of Tomorrow Program sponsored by the California Legislative Black Caucus, which allows youth in grades 10th to 11th to attend workshops at Cal State Dominguez Hills, free of charge to the students. The students chosen for the program will receive training and workshops on various topics such as civic engagement, leadership and a host of other subjects. Ms. Medel urged the students of the community to apply for the program, indicating that the application deadline is April 30, 2019. They should contact the California Legislative Black Caucus for additional information. Ms. Medel also announced that the California Assembly passed AB 2683, which created grants for literacy programs made available through the California State library. This program is instituted for non-profit organizations, schools, churches, etc. to provide literacy programs for the youth to follow their dreams of becoming authors.

Joyce Kelly, Compton resident, recognized and praised Mrs. Brenda Moore, who is turning 100 years young on Valentine's Day. Mrs. Moore has been a resident of Compton for over 55 years and is a member of First United Methodist Church where she served as a Communion Stewart for over 35 years. Ms. Moore was an advocate for single parents and assisted many families emotionally, spiritually and financially. Ms. Kelly noted that we are truly blessed to have Mrs. Brenda Moore and offered her prayers and thanks, as she has been a blessing to the entire community.

F. Hernandez, Compton resident, spoke regarding the numerous potholes around the city and urged the city to repair the streets, noting that he purposely avoids certain streets because he does not want to damage his vehicle. He noted that the streets are in dire need of repair, however, the city is merely performing patch work. Mr. Hernandez highlighted the fact that safe space promotes prosperity and businesses. He urged the Council to vigorously address the epidemic of potholes, crime and prostitution. Mr. Hernandez suggested that the city take a holistic approach and consider underground utilities, replacing gas and sewer lines, etc. in the process of repairing the streets.

Craig Henry, Compton resident, spoke regarding the issue of potholes and tree trimming and noted that we must acknowledge that improvements are beginning to take place and beautification is coming to the city. He indicated that the problems with the streets did not occur overnight, but over many, many years, and currently, the potholes are being addressed. Mr. Henry then spoke regarding the poor condition of the Angeles Abbey cemetery; noting that there are 14" weeds at the site. Mr. Henry then noted that he recently attempted to visit his loved ones, however, the entrance gate to the crypt was locked during normal business hours. Mr. Henry indicated that it is time for action at Angeles Abbey.

Pastor Prince, Compton resident, spoke regarding continuing to reject marijuana dispensaries in Compton and urged the Council to consider the 'Creator' rather than the 'created' for resources. Pastor Prince spoke on the unification of the chambers under the umbrella of a main chamber of commerce. Pastor Prince commended Councilman Galvan for his Christmas program, indicating that we must unify as a people for prosperity in the community and make certain that African Americans are employed.

Brook McDuffy, Compton resident, announced that the L. A. County Public Health Department is offering a program called 'Stop the Bleed' triage training as well as a 'hands-free' form of CPR training. Ms. McDuffy offered to present the training programs to residents of the Compton community and asked those interested to visit: bleedingcontrol.org for further information.

CONSENT AGENDA

APPROVAL OF MINUTES

1. JANUARY 22, 2019 **(Approved)**

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

2. REQUEST FOR CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO INITIATE THE PROCESS FOR DESIGNATING A PREFERENTIAL PERMIT PARKING DISTRICT IN THE RICHLAND FARMS NEIGHBORHOOD PURSUANT TO COMPTON MUNICIPAL CODE SECTION 12-9.3 **(Approved)**

3. INVESTMENT REPORT - DECEMBER 31, 2018 **(Received/Filed)**

CITY CONTROLLER

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHARE ORDER TO PRICON ENTERPRISE TECHNOLOGIES FOR COMPUTERS FOR NEW STAFF IN THE CITY CONTROLLERS DEPARTMENT INCLUDING THE BUSINESS LICENSE DIVISION ($14,607.45) **(Approved Resolution Number 24,930)**

CITY MANAGER

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CALIFORNIA WATER SERVICE COMPANY TO RESTRICT CERTAIN USES ON A PORTION OF CITY OWNED PROPERTY FIRE STATION NO. 4 PARCEL TO COMPLY WITH CALIFORNIA REGULATIONS REGARDING WELL CONTROL ZONES **(Approved Resolution Number 24,931)**

PUBLIC WORKS DEPARTMENT

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZE THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE STATE WATER RESOURCES CONTROL BOARD FOR THE ANNUAL WASTE DISCHARGE FEES FOR THE PUBLIC WORKS DEPARTMENT ($50,000) **(Approved Resolution Number 24,932)**

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

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

REGULAR AGENDA

CITY MANAGER'S REPORT

7. 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 – 10 am to 4 pm) - ACTION ITEM

It was moved by McCoy, seconded by Galvan, that the request be approved.

Councilperson Zurita expressed her opinion that the candidate's forums should be held at the Dollarhide Community Center which is more accessible to the citizens and provides adequate parking and additional safety and security. Ms. Zurita felt that the City Council Chambers is considered a sanctuary and must be respected as such.

Mayor Brown commented that it would be wise to continue to utilize Channel 36 and live stream to allow the residents who are unable to attend the forum in person, to have the ability to view the candidate's forum. Mayor Brown emphasized that her goal is to have optimal participation from the community in the entire election process.

Councilperson Sharif noted that the community Seniors are relying on the live stream and channel 36 to be able view the forum.

After further discussion, Councilman Galvan rescinded his second.

Mayor Brown stepped from the Chair to second the motion.

City Clerk Godwin noted that she has been with the city for 37 years, during which time, the forums have always been held in the City Council Chambers. The residents who cannot attend the forum are able to view the event via live stream and on Channel 36.

Councilman Galvan was in favor of holding the forum at the Dollarhide Community Center which is more accessible and possesses adequate parking along with easy access to restroom facilities. Councilman Galvan then offered a motion to pull the item and return it on next week's agenda.

After further discussion, the request to use the City Council Chambers on March 16, 2019 for the candidate's forum was approved by the following vote on roll call:

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

8. REQUEST TO SCHEDULE A PUBLIC RELATIONS WORKSHOP FOR TUESDAY, FEBRUARY 26TH AT 5:35PM

On motion by Galvan, seconded by Sharif, the public relations workshop was scheduled for **February 26, 2019 at 5:35 p.m.** by the following vote on roll call:

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

9. POWER POINT PRESENTATION - 2019 MUNICIPAL ELECTION PROCESS (City Clerk)

City Clerk Alita Godwin offered a power point presentation regarding the upcoming 2019 election intended to inform the Body, as well as the community, of the changes for the April and June 2019 election. For over 50 years, Martin and Chapman Company has provided election services to the City of Compton, and over the last several months many cities that conduct stand-alone elections have changed their elections from odd years to even years as a result of election legislation amendments.

City Clerk Godwin further stated that with this change, Martin and Chapman was forced to close their doors on December 31, 2018, after 63 years of providing election services to many cities. The Los Angeles County Registrar Recorder's Office now provides election services to the City of Compton.

There are six (6) precincts in each district for a total of 12. Providing that all requested locations are approved, (i.e. schools and churches), most locations will remain the same. One (1) residential precinct in District 4 will change to a school location.

Ms. Godwin went on to explain that the Vote By Mail Ballots (VBM) will be returned and processed at the Los Angeles County Registrar Recorder's Office. There will be a VBM drop box located in the City Clerk's Office for convenience, and a voter can confirm that their ballot has been received by calling 1 (800) 815-2666 and selecting option 2.

Ballots will be received and counted in Norwalk at 12400 Imperial Highway on the 3rd floor in their Microcomputer Tally System room. VBM ballot results will be posted online (lavote.net) shortly after 8:00 p.m. Polling place ballot results will be posted within 3 hours after 8:00 p.m., based on how quickly the ballots are transported to Norwalk. The remaining VBM ballots and provisional ballots will be counted and results posted on Friday and Tuesday until the process is completed following election night. City Clerk Godwin concluded by stating that Election night results can be viewed live at https://www.lavote.net/home/voting-elections/current-elections/election-results/live-results.

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

NEW BUSINESS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE CONTRACT TERM AND INCREASING THE CONTRACT COST WITH PALP, INC. (DBA) EXCEL PAVING COMPANY FOR THE STREET REHABILITATION PROJECT (CIP# 13-01) AND ISSUING A PURCHASE ORDER ($133,908.28)

On motion by McCoy, seconded by Zurita, **Resolution Number 24,933 entitled 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE CONTRACT TERM AND INCREASING THE CONTRACT COST WITH PALP, INC. (DBA) EXCEL PAVING COMPANY FOR THE STREET REHABILITATION PROJECT (CIP# 13-01) AND ISSUING A PURCHASE ORDER'** was adopted by the following vote on roll call:

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

11. 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 ESTABLISH A PURCHASE ORDER FOR RUSH TRUCK CENTERS OF CALIFORNIA, INC. TO PROVIDE PARAMEDIC AND COMMAND VEHICLE MAINTENANCE AND REPAIR FOR THE REMAINDER OF FISCAL YEAR 2018-2019 ($20,000)

On motion by Sharif, seconded by McCoy, **Resolution Number 24,934** 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 ESTABLISH A PURCHASE ORDER FOR RUSH TRUCK CENTERS OF CALIFORNIA, INC. TO PROVIDE PARAMEDIC AND COMMAND VEHICLE MAINTENANCE AND REPAIR FOR THE REMAINDER OF FISCAL YEAR 2018-2019'** was adopted by the following vote on roll call:

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

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR PRECISION CONCRETE CUTTING FOR PROVISION OF CITY-WIDE "AS NEEDED" SIDEWALK REMEDIATION SERVICES ($350,000)

(*Councilman Galvan left at the meeting at 7:37 p.m. and returned at 7:41 p.m.*)

On motion by Sharif, seconded by McCoy, **Resolution Number 24,935** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR PRECISION CONCRETE CUTTING FOR PROVISION OF CITY-WIDE "AS NEEDED" SIDEWALK REMEDIATION SERVICES'** 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 RESCINDING RESOLUTION NO. 24,929, 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 Zurita, **Resolution Number 24,936** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,929, 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'** 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 ENTER INTO A CONTRACT WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF COURSE FOR A TERM BEGINNING JULY 1, 2018 AND ENDING FEBRUARY 28, 2019 FOR A TOTAL AMOUNT NOT TO EXCEED ($38,000)

On motion by McCoy, seconded by Sharif, Resolution Number 24,937 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF COURSE FOR A TERM BEGINNING JULY 1, 2018 AND ENDING FEBRUARY 28, 2019 FOR A TOTAL AMOUNT NOT TO EXCEED'** 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:

- Invited the community to attend her Town Hall Meeting which will include a discussion regarding the playground and other apparatus and receive input and recommendations for the equipment at Gonzales Park, 1101 S. Cressey, on March 6, 2019 beginning at 6 p. m. – contact Liaison: Armani Taylor at (310) 605-5510 for additional information.
- Announced that the city has been award a substantial grant from L.A. Dodgers Foundation to upgrade the baseball field and supply every child in the baseball program with uniforms, baseball bats, gloves and other essential equipment.
- Commented that the city's streets are infrastructure are suffering from many, many years of neglect and further asked that the resident remain patient and optimistic as the Council works together to facilitate improvements

Councilperson Galvan offered the following communications/announcements:

- Commented that he visited Leuders park along with his young son and was met with several homeless individuals sleeping and loitering around the park—Councilman Galvan suggested that the city hire private security to patrol the city parks to protect the children of the community.

- Invited the community to attend the Valentine's Day Luncheon he is co-hosting with Councilperson Zurita on February 14, 2019 from 11:30 a.m. to 2 p.m. at the Dollarhide Community Center.

Councilperson McCoy offered the following communications/announcements:

- Commented that she attended the Sunny Cove block club meeting whereby the residents stated that they submitted a petition calling for speed bumps over a year ago, however, they have not received the speed bumps.
- Invited everyone to her 3rd Annual Black History Paint and Play Party on February 22, 2019 at 2516 W. Alondra---all activities will be centered around the Black History Month celebration –contact: Venita Alsenat at 310-605-5612 for further details.
- Announced that she will be hosting a Mothers with Sons Symposium to assist Mothers coping with the loss of their sons, as well as Mothers raising gifted and special needs son on March 9, 2019 from 10 a.m. to 2 p.m. at 2516 W. Alondra Boulevard, Compton.

Councilperson Sharif offered the following communications/announcements:

- Requested an update on the tree trimming schedule for the trees along Essey Street, and many other streets in the 4th District, which are in dire need of trimming.
- Commented that the street signs along Clymar Drive have faded and are no longer legible.
- 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.

Mayor Brown offered the following communications/announcements:

- Announced that the 3rd Annual Compton Prom Dress Giveaway sponsored by Positive Results, will be held on May 4, 2019 from 11 a.m. to 3 p.m. and asked those interesting in assisting or donating to contact: www.prc123.org
- Invited the community to attend the next ***'Open Mic'*** event which will be held at the Dollarhide Community Center, on Thursday, February 28, 2019 beginning at 7 p.m.— there will be live entertainment, arts and crafts, food, surprises and family fun.
- Requested that the City Manager provide an update on the State Audit and Findings along with the policies and procedures which have been implemented to comply with the States' recommendations.
- Urged the City Manager to aggressively work toward restoring the citizens' ability to view the City Council meetings via livestream over the internet.
- Mayor Brown announced that New Jersey Senator Corey Booker has introduced a new program entitled 'Opportunity Zones' which is a new community development plan with the goal of encouraging long-term investments in low-income urban and rural census tracts.

ADJOURNMENT

On motion by McCoy, seconded by Galvan, the meeting was adjourned at 8:11 p.m. by the following vote on roll call:

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

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

March 12, 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 RESCINDING RESOLUTION NO. 24,905, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH LN CURTIS FOR THE PURCHASE OF HURST RESCUE TOOLS FOR ($33,113.87)**

SUMMARY

Adoption of this resolution will rescind Resolution No. 24,905; which was adopted January 15, 2019; authorize the City Manager to establish a Purchase Order with LN Curtis for the purchase of Hurst Rescue Tools to safely facilitate emergency operations for the Fire Department.

BACKGROUND

In this new technological age, vehicles are made with stronger and thicker metals which present a problem in terms of rescue time at vehicle accident situations. The Hurst tools such as the Jaws of Life, Cutters, Rams and Spreaders are typically used in vehicle rescue situations. Our current Hurst Tool Equipment housed on our Fire trucks are old, tired and in need of various part replacements.

STATEMENT OF THE ISSUE

Staff solicited three (3) formal quotes for the Hurst Tool Equipment. Botach Inc dba Botach Tactical ($31,570.00 dated 8/16/18), LN Curtis ($33,113.87 dated 2/21/19) and Emergency Responder Supply ($39,916.00 dated 2/16/18).

Botach Inc dba Botach Tactical was selected on Resolution No. 24,905; adopted on January 15, 2019 because it provided the lowest most responsible quote.

Botach Inc dba Botach Tactical can no longer fulfil our order of said Hurst equipment; therefore, the Fire department has moved on to the next lowest bid and has selected LN Curtis to fill our order for Thirty-Three Thousand One Hundred Thirteen Dollars and Eighty-Seven Cents ($33,113.87).

The Fire department is requesting to purchase new Hurst Equipment Tools in order to be in compliance with industry standards and the International Fire Safety Training Association.

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

FISCAL IMPACT

Funds for these purchases are allocated in account 1001-690-000-4240 of the Fiscal Year 2018-19 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 RESCINDING RESOLUTION NO. 24,905, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH LN CURTIS FOR THE PURCHASE OF HURST RESCUE TOOLS FOR ($33,113.87)

WHEREAS, the Fire Department is required to outfit all Fire Department Trucks with tools and equipment for the purpose of supporting firefighting operations and mitigating emergencies safely; and

WHEREAS, with new technologies, vehicles are made with stronger and thicker metals which present a problem in terms of rescue time at vehicle accident situations; and

WHEREAS, the Fire Department is in need of replacing old, obsolete fire tools and equipment such as the Jaws of Life, Cutters, Rams and Spreaders to facilitate rescue operations; and

WHEREAS, three quotes were obtained for Hurst Rescue Tools; Botach Inc. dba Botach Tactical ($31,570.00 dated 8/16/18), LN Curtis ($33,113.87 dated 2/21/19) and Emergency Responder Supply ($39,916.00 dated 2/16/18); and

WHEREAS, on January 15, 2019, the Council adopted Resolution No. 24,905, which authorize the City Manager to issue a purchase order to Botach Inc. dba Botach Tactical because they provided the most responsible and cost effective quote to meet our rescue tool needs; and

WHEREAS, Botach Inc. can no longer fill our order; and

WHEREAS, staff now recommends to accept LN Curtis' quote of Thirty-Three Thousand One Hundred Thirteen Dollars and Eighty-Seven Cents ($33,113.87); and

WHEREAS, funds for the procurements has been appropriated in the Fire Department's 2018-2019 Fiscal Year budget.

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

Section 1. That Resolution No. 24,905, adopted by the City Council on January 15, 2019, is hereby rescinded.

Section 2. That the City Manager is hereby authorized to establish a purchase order to LN Curtis for Thirty-Three Thousand One Hundred Thirteen Dollars and Eighty-Seven Cents ($33,113.87).

Section 3. That the funds for said purchase orders are available in the Fire Department's 2018-2019 Fiscal Year Budget in Account no. 1001-690-000-4240

Section 4. That a certified copy of this resolution shall remain on file in the offices of the City Manager, City Controller and the Fire Department.

Section 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, do hereby certify that the forgoing resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on _____ day of _____, 2019

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

AYES:	Council Member(s)
NOES:	Council Member(s)
ABSTAINS:	Council Member(s)
ABSENT:	Council Member(s)

Quote 1

Botach Inc., DBA Botach Tactical
4775 West Harmon Ave
Las Vegas, NV 89103 US
(702) 703-1299
Sales@Botach.com
www.Botach.com

Estimate

BOTACH

ADDRESS
Deonte McReynolds
Compton Fire Department

SHIP TO
Deonte McReynolds
Compton Fire Department

ESTIMATE # 1367035

DATE 08/16/2018

ACTIVITY	QTY	PRICE	AMOUNT
- Hurst Jaws Of Life S 700E2 Cutter Package (includes S 700E2 Cutter, charger, and 2 EXL batteries) Hurst-272085000	1	10,750.00	10,750.00
- Hurst Jaws Of Life R 421E2 Ram Package (includes R 421E2 Ram, charger, and 2 EXL batteries) Hurst-274085000	1	8,500.00	8,500.00
- Hurst Jaws Of Life SP 333E2 Spreader Package (includes SP 333E2 Spreader, charger, and 2 EXL batteries) 271333000	1	11,600.00	11,600.00
- Power Supply Adapter plug for eDRAULIC 2.0 rescue tools (110V 60 Hz US PLUG)	1	720.00	720.00
- FREE SHIPPING NO TAX	1	0.00	0.00

Chushim Botach
323.633.6009
Chushim@botach.com

TOTAL **$31,570.00**

Accepted By

Accepted Date

Quote 2

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

CURTIS
TOOLS FOR HEROES

Pacific South Division
16821 Knott Avenue
La Mirada, CA 90638
www.LNCURTIS.com
Quotation No. 112459

Quotation

CUSTOMER:

Compton City Fire Department
201 South Acacia Avenue
Compton CA 90221

SHIP TO:

Compton City Fire Department
201 South Acacia
Compton CA 90221

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
112459	02/21/2019	04/22/2019

SALESPERSON	CUSTOMER SERVICE REP
Charles Turansky cturansky@lncurtis.com 818-398-6818	Charles Turansky cturansky@lncurtis.com 818-398-6818

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Tony Adams	C32555	Net 30	FR

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

NOTES & DISCLAIMERS

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

TRANSPORTATION IS INCLUDED IN BELOW PRICING.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	EA	272788000 HURST	S 788E2 EDRAULIC CUTTER PACKAGE, CONSISTING OF: 1- S 788E2 CUTTER 1- CHARGER 2- EXL BATTERIES	$10,302.87	$10,302.87
2	1	EA	274085000 HURST	R421E EDRAULIC 2 RAM PACKAGE- CONSISTING OF 1- R421E2 RAM 1- CHARGER 2- EXL BATTERIES .	$8,037.48	$8,037.48
3	1	EA	271333000 HURST	SP333E2 EDRAULIC SPREADER PACKAGE - CONSISTING OF: 1- S333E2 SPREADER 1- CHARGER 2- EXL BATTERIES	$11,029.92	$11,029.92
4	1	EA	272085412 HURST	110V POWER SUPPLY ADPTR PLUG F/ EDRAULIC 2	$664.99	$664.99

GSA CONTRACT No 47QSWA18D009Y

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

CURTIS
TOOLS FOR HEROES

Pacific South Division
16821 Knott Avenue
La Mirada, CA 90638
www.LNCURTIS.com
Quotation No. 112459

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE

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

THIS PRICING REMAINS FIRM UNTIL 04/22/2019. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	$30,035.26
Tax Total	$3,078.61
Transportation	$0.00
Total	$33,113.87

Quote3

QUOTE

Emergency Responder Supply

A certified women owned small business!

CAGE 5UD43
DUNS 832630912

Emergency Responder Supply
668 Mountain View St.
San Luis Obispo, CA 93405
925-899-0790
pbev@ersuppliers.com

To

Darren Jurado
Compton Fire Department
201 S Acacia Ave
Compton, CA 90220
714-856-9613
darren.jurado@gmail.com

Date	F.O.B	Payment Terms	Quotation No.
02/16/18	Destination	Net 30 Days	2169-00

Qty	Unit	Part #	Description	Unit Price	Total Price
1	EA	272085000 HURST	S700E2 EDRAULIC CUTTER PKG, CONS OF: * S700E2 CUTTER, CHARGER, AND 2ea EXL BATTERIES	**12,420.00**	**12,420.00**
1	EA	271333000 HURST	SP333E2 EDRAULIC SPREADER PKG, CONS OF: * SP333E2 SPREADER, CHARGER, AND 2ea EXL BATTERIES	**13,295.00**	**13,295.00**
1	EA	274085000 HURST	R421E2 EDRAULIC RAM PKG, CONS OF: * R421E2 RAM, CHARGER, & 2- EXL BATTERIES	**9,690.00**	**9,690.00**
1	EA	272085412 HURST	110V POWER SUPPLY ADPTR PLUG F/ EDRAULIC 2	**800.00**	**800.00**
			TRANSPORTATION IS INCLUDED		
				Subtotal	**36,205.00**
				Sales Tax	**3,711.00**
				Total	**39,916.00**

This is a quotation on the goods named above, subject to the conditions noted below:

Pricing remains firm until 04/15/18. Please contact us for updated pricing after this date.

Please allow approximately 5-7 weeks for delivery.

Quotation provided by Pierce Beverly.

Please contact us with questions or to place your order.

ERS
Emergency Responder Supply

A certified women owned small business

Thank you for your inquiry!

March 12, 2019

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO APEX BUSINESS MACHINE SUPPLIES FOR THE PURCHASE OF PAPER AND SUPPLIES FOR CITY DEPARTMENT COPIERS ($10,000.00)**

SUMMARY

This resolution requests authorization from the City Manager to issue a purchase order to Apex Business Machine Supplies in the amount of Ten Thousand Dollars ($10,000.00) for the purchase of paper and supplies for City Department copiers.

BACKGROUND

The City's Reproduction Division purchases paper and supplies for all citywide copiers. The current copiers used by departments do not require the high-grade quality of paper used for the Sharp digital copiers. Therefore, a lower grade of paper can be purchased which will result in a savings from prior years.

STATEMENT OF ISSUE

The Reproduction Division requested quotes for paper stock and received the following three responses:

Keldon Paper Company	$48.40 - per box
Kelly Paper Company	$45.50 - per box
Apex Business Machine Supplies	$38.50 - per box

Apex Business Machine Supplies was the lowest response and this vendor provides government discounts and accepts payment within the City's purchase order guidelines.

FISCAL IMPACT

The projected expenditures for citywide paper and supplies will not exceed Ten Thousand Dollars ($10,000). Funds are allocated in the City Manager, Reproduction Division 2018-19 Fiscal Year Budget in Account Number 6200-510-000-4249.

RECOMMENDATION

Staff recommends approval of the attached resolution.

JOHN W. PHILLIPS
PRINTING SERVICES SUPERVISOR

CECIL W. RHAMBO, JR.
CITY MANAGER

CR/JP/

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO APEX BUSINESS MACHINE SUPPLIES FOR THE PURCHASE OF PAPER AND SUPPLIES FOR CITY DEPARTMENT COPIERS ($10,000).

WHEREAS, the City of Compton, Reproduction Division has purchased 28 copier machines citywide; and

WHEREAS, it is necessary to purchase paper and supplies for the City Departments copiers; and

WHEREAS, the Reproduction Division requested quotes for paper stock and received the following three responses:

Keldon Paper Company	$48.40 - per box
Kelly Paper Company	$45.50 - per box
Apex Business Machine Supplies	$38.50 - per box

WHEREAS, Apex Business Machine Supplies was the lowest response and this vendor provides government discounts and accepts payment within the City's purchase order guidelines; and

WHEREAS, the projected expenditures for citywide paper and supplies will not exceed Ten Thousand Dollars ($10,000); and

WHEREAS, funds are allocated in the City Manager, Reproduction Division 2018-19 Fiscal Year Budget in Account Number 6200-510-000-4249

WHEREAS, staff request authorization for the City Manager to issue a purchase order to Apex Business Machine Supplies in the amount of Ten Thousand Dollars ($10,000.00) for the purchase of paper and supplies for citywide copiers.

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order to Apex Business Machine Supplies in the amount Ten Thousand Dollars ($10,000.00) for the purchase of paper and supplies for citywide copiers.

SECTION 2. That funds are allocated in the City Manager, Reproduction Division 2018-2019 Fiscal Year Budget, in Account Number 6200-510-000-4249 in the amount of Ten Thousand Dollars ($10,000.00).

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

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: ss

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

March 12, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING EXAMINATION OF THE CITY'S SALES, USE AND TRANSACTIONS TAX RECORDS BY HINDERLITER, DE LLAMAS AND ASSOCIATES

SUMMARY

The City Council will consider adopting a resolution authorizing the designation of the firm of Hinderliter, de Llamas and Associates to examine the sales, use and transactions tax records of the California State Board of Equalization (hereinafter the "Board") pertaining to sales, use and transactions taxes collected for the City of Compton (hereinafter the "City") by the Board.

BACKGROUND

In continuing the City's efforts to increase tax revenues through a system of continuous monitoring, identification and correction of allocation/compliance errors, on February 19, 2019, the City Council adopted Resolution No. 24,943, which authorized a multi-year professional services agreement with the firm of Hinderliter, de Llamas and Associates to provide municipal tax and audit consultant services as pertains to the City's sales, use and transactions taxes.

STATEMENT OF ISSUE

In order to provide the contracted services Hinderliter, de Llamas and Associates requires access to tax records under the control of the California State Board of Equalization. Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board records, including the requirement that the legislature body of the city adopt a resolution requesting that the Board permit the authorized or designated person be allowed to examine the sales or transactions and use tax records of the Board.

FISCAL IMPACT

Section 7056 of the California Revenue and Taxation Code provides that the cost incurred by the Board in complying with a request to examine records pursuant to this subdivision shall be deducted by the Board from those revenues collected by the Board on behalf of the city making the request.

As concerns the consultant, Hinderliter, de Llamas and Associates, there should be no additional financial impact as services would be included under the professional services agreement.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING EXAMINATION OF THE CITY'S SALES, USE AND TRANSACTIONS TAX RECORDS BY HINDERLITER, DE LLAMAS AND ASSOCIATES

WHEREAS, the City of Compton entered into a contract with the California State Board of Equalization ("Board") to perform all functions incident to the administration and collection of the Transactions and Use Tax Ordinances and the local sales and use taxes; and

WHEREAS, the City Council deems it necessary for authorized representatives of the City to examine confidential sales, use and transactions tax records of the Board pertaining to sales, use and transactions taxes collected by the Board for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board records and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales, use and transactions tax records of the Board; and

WHEREAS, the City has entered into an agreement for municipal tax and audit consultant services with the firm of Hinderliter de Llama and Associates and desire to designate Hinderliter de Llama and Associates as an authorized Consultant to examine such sales, use and transactions tax records maintained by the Board on behalf of the City of Compton.

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

SECTION 1. That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the California State Board of Equalization (hereinafter referred to as the "Board") is hereby appointed to represent the City of Compton with authority to examine sales, use and transactions tax records of the Board pertaining to sales, use and transactions taxes collected for the City by the Board pursuant to the contract between the City and the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Board pursuant to that contract.

SECTION 2. That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the California State Board of Equalization (hereinafter referred to as the "Board") is hereby appointed to represent the City of Compton with authority to examine those sales, use and transactions tax records of the Board, for purposes related to the following governmental functions of the City:

(a) City administration
(b) Revenue management and budgeting
(c) Community and economic development
(d) Business license tax administration

The information obtained by examination of Board records shall only be used for those governmental functions of the City listed above.

SECTION 3. That Hinderliter de Llama and Associates is hereby designated and authorized to examine the sales, use and transactions tax records of the Board pertaining to sales, use and transactions taxes collected for the City by the Board. The person or entity designated by this section meets all if the following conditions:

(a) Has an existing contract with the City to examine sales, use and transactions tax records;

(b) Is required by that contract to disclose information contained in, or derived from, those sales, use and transactions tax records only to the officer or employee authorized under Sections 1 or 2 of this Resolution to examine the information;
(c) Is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
(d) Is prohibited by that contract from retaining the information contained in, or derived from those sales, use and transactions tax records, after that contract has expired.

SECTION 4. That the information obtained by examination of Board records shall be used only for purposes related to the collection of the City's sales, use and transactions taxes by the Board pursuant to the contract between the City and the Board and for purposes relating to the governmental functions of the City listed in Section 2 of this Resolution.

SECTION 5. That certified copies of this Resolution shall be filed in the offices of the City Controller, City Clerk, City Manager, and the City Attorney.

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

ADOPTED this ____ day of _____, 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 the 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

March 12, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES CONTRACT WITH ELITE ELEVATOR SERVICES FOR REPAIR OF THE #1 ELEVATOR IN CITY HALL ($62,524).

SUMMARY

Adoption of this resolution will authorize the City Manager to accept the bid of and enter into a contract with Elite Elevator Services for the repair of City Hall elevator #1, establish a purchase order in the amount of Fifty Six Thousand Eight Hundred Forty Dollars ($56,840.00) and authorize a contingency in the amount of Five Thousand Six Hundred Eighty Four Dollars ($5,684.00).

BACKGROUND

Compton City Hall has two passenger elevators that serve the three (3) story structure (i.e. 1 level below grade and 2 above grade). These elevators have been in service since the completion of construction in 1976. Recently, Elevator #1 was shut down due to a significant piston jack mechanical failure. The City's elevator contractor, Amtech Elevator Services, has been unsuccessful in its attempts to remedy the problem using less invasive, cost considerate methods. The piston jack is one of the most essential components needed for the elevator system to function. It is also one of the most expensive mechanical parts of an elevator to replace. The City's only available option to bring the elevator back into working condition is to replace the piston.

STATEMENT OF ISSUE

Staff solicited quotes from four (4) elevator service companies. Three (3) companies responded with the following cost proposals:

CONTRACTOR	BID AMOUNT
Amtech Elevator Services	$55,246.00
Elite Elevator Services	$56,840.00
KONE Care	$55,000.00

Staff has reviewed the bids and has determined that Elite Elevator Services was the most responsible bidder in the amount of $56,840.00. While their bid was higher than Amtec and KONE, unlike the other two (2) bidders Elite's proposal includes removal and disposal of any potentially contaminated soils as a part of the scope of work without additional charges; thus, staff recommends that the Council authorize a repair contract with this vendor. Staff is also recommending that a ten percent (10%) contingency amount ($5,684.00) be authorized in case of unforeseen complications.

Staff believes that the repair of this elevator can be completed within approximately fifteen (15) business days in a satisfactory manner for the amount proposed.

ALTERNATIVE

None proposed.

FISCAL IMPACT

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

RECOMMENDATION

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

VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES CONTRACT WITH ELITE ELEVATOR SERVICES FOR REPAIR OF THE #1 ELEVATOR IN CITY HALL ($62,524).

WHEREAS, Compton City Hall has two (2) passenger elevators that serve the three (3) story structure (i.e. 1 level below grade and 2 above grade), which have been in service since the completion of construction in 1976; and

WHEREAS, recently Elevator #1 was shut down due to a significant piston jack mechanical failure and attempts to remedy the problem using less invasive, cost considerate methods have been unsuccessful; and

WHEREAS, the General Services Department solicited quotes from elevator repair vendors, with the following bids, inclusive of labor and material, received:

Companies	**Bid Amount**
Amtech Elevator Services	$55,246.00
Elite Elevator Services	$56,840.00
KONE Care	$55,000.00 + Taxes

WHEREAS, staff reviewed the submitted bids and after review, selected the bid of Elite Elevator Services as the most responsive bidder and therefore, recommends that the City Council authorize a contract with Elite Elevator Services in the amount of $56,840.00, in addition to a ten percent (10%) contingency amount for the repair of the elevator; and

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

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

Section 1. That the bid of Elite Elevator Services in the amount of Fifty Two Thousand Four Hundred Sixty Two Dollars ($56,840.00) for the repair of the City Hall's Elevator #1 is hereby accepted and all other bids are rejected.

Section 2. That the City Manager, on the advice and approval of the City Attorney, is hereby authorized to enter into a service contract with Elite Elevator Services for the repair of the City Hall's Elevator #1.

Section 3. That a ten percent (10%) contingency amount (i.e. $5,684.00) is hereby authorized.

Section 4. That funds for this expenditure are available in the approved Fiscal Year 2018-2019 Budget in Account No. 1004-610-000-4269.

Section 5. That a purchase order in the amount of $56,840.00 is authorized to be issued for Elite Elevator Services.

Section 6. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, General Services and the City Controller.

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:

_____
CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

REPAIR AGREEMENT
BETWEEN
CITY OF COMPTON
AND
ELITE ELEVATOR SERVICES

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 **ELITE ELEVATOR SERVICES** (hereinafter referred to as **"CONTRACTOR"**) located at 10841 Noel Street, Suite 107, Los Alamitos, California 90720, (each a "Party" and collectively, the "Parties").

RECITALS

A. City does not have available personnel specifically trained and experienced to perform the services required and requires the professional services of a contractor trained, certified and experienced in performing the repair work needed on Elevator #1 in City Hall, located at 205 South Willowbrook Avenue, Compton; and

B. Contractor has the professional skills, training, certification and experience necessary to perform the services described in this Agreement; and

C. City desires to engage Contractor to provide these services by reason of its qualifications and experience in performing such services; and

D. By Resolution No. _____, adopted on the ___ day of _____ 2019, the City Council gave approval to award a contract to the Contractor for performing the repair work needed on Elevator #1 in City Hall.

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

1. Services to be Performed by Contractor:

Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for repairing Elevator #1 within City Hall by replacing the existing single-bottom jack assembly. More specifically, Contractor shall provide and perform the following work/services:

- Suspend and sure the elevator car at the top of the hoist way
- Remove the existing plunger
- Remove portions of the concrete pit floor immediately around the existing casing
- Removal of contaminated soils (up to 12 barrels) collected from excavation (drilling)
- Remove the existing single-bottom jack casing from the earth
- Up to 16 hours of drilling time (based on normal drilling conditions)
- Up to 16 hours of journeymen mechanic standby time to assist with the drilling
- Up to 16 hours of time to accomplish removal of the existing jack casing
- Retain a professional drilling contractor to re-drill the earth for installation of the new jack casing
- Install and secure a new PVC outer casing in the newly drilled hole
- Install and align the new double-bottom jack casing, jack head and new plunger assembly
- Backfill the area between the new jack casing and PVC outer liner with neutral PH silica sand. Install new ½" PVC vision tube as per code requirements
- Install new pit channels and reinstall buffers as needed
- Reconnect the existing feed line

- Provide new hydraulic oil, pressurize the system and bleed air from the jack assembly
- Inspect the elevator with State of California DOSH unit and perform 5-year hydraulic load test

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

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

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. (except for those items that go beyond the scope of services specified above or that the City expressly agrees to provide or perform), used by Contractor in connection with this work.

2. Compensation:

The method of payment for this Contract shall be on the agreed flat lump sum basis amount of **Fifty Six Thousand Eight Hundred Forty Dollars ($56,840.00)**, which will be paid to the Contractor on the following schedule:

- Fifty Percent (50%) - upon execution of this Contract
- Twenty-Five Percent (25%) – upon mobilization
- Fifteen (15%) – on passing inspection
- Remaining balance (30 days) upon satisfactory completion of the work by the Contractor

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

Contractor's invoice(s) shall be delivered or mailed to the **Director, Compton General Services Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

The Contractor is required to comply with all federal, state and local laws and ordinances applicable to the work.

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

3. Commencement of Services:

The Contractor shall commence performance of the work upon Notification to Proceed from the City and continue in a diligent and professional manner until the agreed services are completed or within thirty (30) working days after Notification to Proceed, whichever comes first, unless this Agreement is extended or terminated as provided herein.

4. Indemnity:

Contractor shall indemnify and save harmless the City**,** its officials, officers, employees, agents and volunteers (collectively hereafter the "City") against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall defend, indemnify and save the City from any and all liability or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Contract, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

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

5. Insurance:

5.1 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 coverage required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until such subcontractor(s) has secured all insurance required under this Section 5.

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 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 Contractor'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 Contractor pursuant to this Agreement are adequate to protect Contractor**.** The coverage will contain no special limitations on the scope of its protection to the below-designated insured's except for Workers Compensation insurance. ***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.

5.2 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:

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

5.2.2 Workers' Compensation Insurance and Employer's Liability. Contractor

shall provide and maintain at its own expense during the term of this Agreement a policy of Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of **One Million Dollars ($1,000,000)** per accident for bodily injury and which specifically covers all persons providing services by or on behalf of the Contractor and all risks to such persons under the Agreement. Workers' Compensation and Employer's Liability insurance will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

5.2.3 Automobile Liability. Automobile Liability Insurance with coverage 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."

5.3 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.

5.3.1 The policy or policies of insurance required by Section 5.2.1 (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.

5.3.2 The policy or policies of insurance required by Section 5.2.2 (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.

5.3.3 The policy or policies of insurance required by Section 5.2.3 (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.

5.4 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.

5.5 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.

5.6 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.

5.7 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.

5.8 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.

6. <u>Safety:</u>

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

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

.a Employees and all other persons at the location where services are rendered ("Site");

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

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

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

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

6.5 If City deems any part of the work or Sites 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.

7. Non-Discriminatory Employment Practices:

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

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

8. Successors and Assigns:

City and the Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the City. Any attempted assignment of this Contract without the written consent of both parties is void.

9. Warranties:

The Contractor guarantees work performed at the location defective workmanship for a period of one (1) year following completion of the project.

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

10. Independent Contractor Status:

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

11. Permits and Licenses:

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

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

12. Termination:

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

12.1 If the Contractor becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the City may, without prejudice to any other right or remedy and after giving the Contractor three (3) days written notice, terminate this Agreement.

12.2 If the Contractor persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the City may, without prejudice to any other right or remedy and after giving the Contractor three (3) days written notice, terminate this Agreement.

12.3 If the Contractor fails to perform or breaches any material obligation under this Agreement, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.

12.4 Pursuant to the provisions of Sections 5, 7, 14 and 20.

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

13. Ownership of Documents/Equipment:

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

14. Force Majeure:

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

15. Waivers:

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

16. Amendments:

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

17. Notice:

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

To Contractor:	**Elite Elevator Services** **10841 Noel Street, Suite 107** **Los Alamitos, California 90720** **Attn: Daniel Maldonado, President** **(562) 684-6335**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Director, General Services Department** **(310) 605-** **(310) – 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.

18. Contractors' Books and Records:

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures and disbursements charges to the City for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Contractor shall maintain all documents and records which demonstrate performance under this Agreement for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City or a designated representative. Copies of such documents shall be provided to the City, at its

expenses, for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

19. Examination and Audit:

This Contract shall be subject to examination and audit of the City**,** State Auditor of the State of California and/or any duly authorized representative of the federal government, at the request of the City, or as part of any audit of the City, for a period of three (3) years, or longer if required by law, after final payment under this Agreement.

20. Covenants Against Contingent Fees:

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

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. 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.

23. Governing Law and Severability:

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

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

24. Federal and State Withholding Taxes:

Contractor shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. Contractor agrees to indemnify City for any claims, costs,

losses, fees, penalties, interest, or damages suffered by City resulting from Contractor's failure to comply with this provision. Contractor shall be responsible for paying all federal and state income withholding taxes for all earning under this Agreement.

25. Miscellaneous:

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

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

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

ELITE ELEVATOR SERVICES/CONTRACTOR

Dated: _____ **By _____**
Daniel Maldonado, President

CITY OF COMPTON
Recommended for Approval by:

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

Approved by:

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

Approved as to form:

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

ATTEST:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO *RED WING BOOTS* AND *SHOETERIA BOOTS* IN THE AMOUNTS OF $5,057.25 AND $4,762.92, RESPECTIVELY, FOR SAFETY BOOTS PURCHASED BY THE PUBLIC WORKS DEPARTMENT IN ACCORDANCE WITH THE DIVISION OF OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION'S (CAL/OSHA) PERSONAL PROTECTIVE EQUIPMENT (PPE) REGULATIONS.

WHEREAS, the Division of Occupational Safety and Health Administration (CAL/OSHA) requires employers to provide Personal Protective Equipment (PPE) to its employees who may be exposed to hazardous conditions or materials; and

WHEREAS, CAL/OSHA mandates that employees who are at risk during the course of their normal and ordinary course of work to potential foot and/or leg injuries from falling or rolling objects and/or crushing or penetrating materials should wear protective footwear; and

WHEREAS, CAL/OSHA also requires employees whose work involves exposure to hot substances, corrosive or poisonous materials to wear protective gear to cover exposed body parts; and

WHEREAS, in the course of their work, City employees in the Public Works Department may be exposed to hazardous conditions and materials on a daily basis; and

WHEREAS, CAL/OSHA and the City of Compton require employees to comply with the requirements of workplace safety at all times; and

WHEREAS, to ensure compliance with the CAL/OSHA requirements and the City's Workplace Safety Policy, the Public Works Department purchased safety boots from two (2) vendors – *Red Wings Boots* and *Shoeteria Boots* - which are rated ANSI Z41-1991 (the American National Standard Institute for PPE footwear) compliant for the protection against hazardous conditions or materials; and

WHEREAS, the funds for these expenditures in the amount of $9,820.17 are available in the Public Works Department's Fiscal Year 2018-2019 budget as follows:

Vendor	**Account No.**	**Description**	**Amount**
Red Wing Boots	1004-720-000-4243	Measure P- Boot Allowance	$5,057.25
Shoeteria Boots	2502-720-000-4243	Citywide Lighting- Boot Allowance	$4,762.92
		Total	**$9,820.17**

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

Section 1. That the City Manager is hereby authorized to issue purchase orders in an amount not to exceed $9,820.17 for safety boots purchased by the Public Works Department in accordance with the Division of Occupational Safety and Health Administration's (CAL/OSHA) Personal Protective Equipment (PPE) regulations.

Section 2. That funds for these expenditures are available in the Public Works Department's Fiscal Year 2018-2019 budget in Accounts Nos. 2502-720-000-4243 and 1004-720-000-4243.

Section 3. That a purchase order in the amount of Five Thousand, Fifty-Seven Dollars and Twenty-Five Cents ($5,057.25) is hereby authorized to be issued to *Red Wing Boots* and a purchase order in the amount of Four Thousand, Seven Hundred Sixty-Two Dollars and Ninety-Two Cents ($4,762.92) is hereby authorized to be issued to *Shoeteria Boots* for safety boots purchased by the Public Works Department.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, City Clerk and the Public Works Department.

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

ADOPTED this **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

March 12, 2019

TO: **HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO *RED WING BOOTS* AND *SHOETERIA BOOTS* IN THE AMOUNTS OF $5,057.25 AND $4,762.92, RESPECTIVELY, FOR SAFETY BOOTS PURCHASED BY THE PUBLIC WORKS DEPARTMENT IN ACCORDANCE WITH THE DIVISION OF OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION'S (CAL/OSHA) PERSONAL PROTECTIVE EQUIPMENT (PPE) REGULATIONS.**

SUMMARY

The adoption of this Resolution will authorize the City Manager to issue purchase orders to *Red Wing Boots* and *Shoeteria Boots* in the amounts of $5,057.25 and $4,762.92, respectively, for safety boots purchased by the Public Works Department in accordance with the Division of Occupational Safety and Health Administration's (CAL/OSHA) Personal Protective Equipment (PPE) regulations.

BACKGROUND

The Division of Occupational Safety and Health Administration (CAL/OSHA) requires an employer to provide Personal Protective Equipment (PPE) such as protective footwear to its employees who may be exposed to hazardous conditions and materials. CAL/OSHA mandates that employees who are at risk during the course of their normal and ordinary course of work to potential foot and/or leg injuries from falling or rolling objects and/or crushing or penetrating materials should wear protective footwear. CAL/OSHA also requires employees whose work involves exposure to hot substances, corrosive or poisonous materials to wear protective gear to cover exposed body parts. Further, if an employee's feet are exposed to electrical hazards, non-conductive footwear should be worn.

In the course of their work, City employees in the Public Works Department may be exposed to hazardous conditions and materials on a daily basis. To ensure compliance with the CAL/OSHA requirements and the City's Workplace Safety Policy, the Public Works Department purchased safety boots from two (2) vendors – *Red Wings Boots* and *Shoeteria Boots* – which are rated ANSI Z41-1991 (the American National Standard Institute for PPE footwear) compliant for the protection against hazardous conditions or materials.

STATEMENT OF THE ISSUE

CAL/OSHA and the City of Compton require employees to comply with the requirements of workplace safety at all times. As a means to meet policy requirements, the Public Works Department purchased safety boots from *Red Wing Boots* and *Shoeteria Boots* in the amounts of $5,057.25 and $4762.92, respectively, for the Department's employees. Consequently, the purchase of these safety boots require the City Manager to issue purchase orders in the respective amounts to the identified vendors. In order for the City Manager to issue such purchase orders authorization from City Council is necessary.

FISCAL IMPACT

The funds for these expenditures are available in the Public Works Department's Fiscal Year 2018-2019 budget as follows:

Vendor	Account No.	Description	Amount
Red Wing Boots	1004-720-000-4243	Measure P Boot Allowance-	$5,057.25
Shoeteria Boots	2502-720-000-4243	Citywide Lighting Boot Allowance-	$4,762.92
		Total	**$9,820.17**

STAFF RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

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

APPROVED FOR FORWARDING

CECIL W. RHAMBO, JR.
CITY MANAGER

March 12, 2019

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO REPEAL RESOLUTION NUMBER 24,710 AND TO CONSIDER A PROPOSED CHARTER AMENDMENT TO CHANGE THE DATE OF THE CITY'S GENERAL MUNICIPAL ELECTION FOR SUBMISSION TO THE VOTERS AT A FUTURE DATE**

SUMMARY

The attached Resolution repeals Resolution Number 24,710, which requested the City Attorney and City Clerk to prepare a ballot measure to be submitted to the qualified electors of the City of Compton (the "City"), proposing to amend the City Charter to (1) change the date of the City's general municipal election to a statewide election date not later than November 8, 2022; and (2) ensure that the Charter remains internally consistent. Resolution Number 24,710 constituted the City's plan to consolidate future elections with statewide elections in accordance with Senate Bill 415, the California Voter Participation Rights Act ("SB 415"). The attached Resolution instead directs the City Attorney and City Clerk to suspend any further preparation of the proposed charter amendment.

BACKGROUND

In 2015, the California legislature adopted and the Governor signed SB 415. SB 415 prohibits a political subdivision from holding an election on a date other than a statewide election date after January 1, 2018, if doing so has previously resulted in a "significant decrease in voter turnout," unless the political subdivision has adopted a plan to consolidate a future election with a statewide election not later than the November 8, 2022, statewide general election. [See A.G. Opinion No. 16-603 (July 11, 2017); Elections Code §§ 14052, 14057.]

SB 415 defines a "significant decrease in voter turnout" as voter turnout for a regularly scheduled election of a political subdivision that is at least 25 percent less than the average voter turnout within that political subdivision for the previous four statewide general elections. [Elections Code § 14051(b).]

The statewide election dates are currently the first Tuesday after the first Monday in June and November of each even-numbered year. [Elections Code § 1001.] Since January 1, 2019, however, the statewide election date in June will be replaced with a statewide election date in March, which will result in statewide election dates on the first Tuesday after the first Monday in March and November of each even-numbered year. [Senate Bill No. 568, § 8.]

On July 11, 2017, the California Attorney General issued an advisory opinion concluding that SB 415 applies to charter cities such as the City. [See A.G. Opinion No. 16-603 (July 11, 2017).] Attorney General Opinions are not binding, but courts often give them significant consideration.

Following the issuance of this Attorney General Opinion, the City adopted Resolution Number 24,710 in an attempt to comply with SB 415. The City experienced a "significant decrease in voter turnout" at an election held on a date other than a statewide election date in June 2017, when the voter turnout for the City's general municipal election was approximately 34 percent less than the average voter turnout within the City for the previous four statewide general elections.

CITY OF COMPTON – VOTER TURNOUT

November 2010 Statewide General Election	42.34%
November 2012 Statewide General Election	59.02%
November 2014 Statewide General Election	23.86
November 2016 Statewide General Election	60.99%
Average for Previous Four Statewide General Elections	46.55%
June 2017 General Municipal Election	12.4%
Difference between Statewide General Election Average and June 2017 General Municipal Election	34.15%

Note: SB 415 defines a "significant decrease in voter turnout" as voter turnout for a regularly scheduled election that is at least 25 percent less than the average voter turnout within that political subdivision for the previous four statewide general elections.

Pursuant to Resolution Number 24,710, the City Attorney and City Clerk have begun preparing a ballot measure that would – if approved by the voters – change the date of the City's general municipal election to comply with SB 415.

However, on September 25, 2018, Judge Mitchell L. Beckloff of Los Angeles County Superior Court determined in *City of Redondo v. State of California* (LAC No. BS1772218) that SB 415 is unconstitutional as applied to charter cities. The State appealed this decision last month, and the appeal is currently pending.

The attached Resolution would suspend any further efforts to prepare the proposed charter amendment in light of Judge Beckloff's holding in *City of Redondo v. State of California* and the State's appeal of this decision. If the attached Resolution is adopted, the City Attorney would continue to monitor the appeal and alert the City Council of any relevant developments.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

CRAIG J. CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO REPEAL RESOLUTION NUMBER 24,710 AND TO CONSIDER A PROPOSED CHARTER AMENDMENT TO CHANGE THE DATE OF THE CITY'S GENERAL MUNICIPAL ELECTION FOR SUBMISSION TO THE VOTERS AT A FUTURE DATE

WHEREAS, Article XIII of the Charter of the City of Compton ("Charter") provides that the City's general municipal elections shall be held on the first Tuesday in June of each odd-numbered year, with the Council granted some limited discretion to modify the election date by ordinance; and

WHEREAS, in 2015, the California legislature adopted and the Governor signed Senate Bill 415, the California Voter Participation Rights Act ("SB 415"); and

WHEREAS, SB 415 generally prohibits political subdivisions from holding an election on a date other than a statewide election date after January 1, 2018, if holding an election on such date has previously resulted in a significant decrease in voter turnout; and

WHEREAS, SB 415 permits a political subdivision that has experienced a significant decrease in voter turnout to continue holding elections on dates other than statewide election dates for an interim period if, by January 1, 2018, the political subdivision has adopted a plan to consolidate a future election with a statewide election not later than the November 8, 2022, statewide general election; and

WHEREAS, SB 415 defines a significant decrease in voter turnout as voter turnout for a regularly scheduled election that is at least 25 percent less than the average voter turnout within that political subdivision for the previous four statewide general elections; and

WHEREAS, the City's general municipal elections are held on a date other than a statewide election date, and the turnout at the June 6, 2017 general municipal election was approximately 34 percent less than the average voter turnout within the City for the previous four statewide general elections, resulting in a "significant decrease in voter turnout" under SB 415; and

WHEREAS, on July 11, 2017, the California Attorney General issued an advisory opinion concluding that SB 415 applies to charter cities; and

WHEREAS, on December 19, 2017, the City Council sought to comply with SB 415 by adopting Resolution Number 24,710, which directed the City Attorney and City Clerk to prepare a proposed charter amendment, that – if approved by the voters – change the date of the City's general municipal election to comply with SB 415 (the "Proposed Charter Amendment"); and

WHEREAS, on September 25, 2018, Judge Mitchell L. Beckloff of Los Angeles County Superior Court determined in *City of Redondo v. State of California* (LAC No. BS1772218) that SB 415 is unconstitutional as applied to charter cities; and

WHEREAS, the City Council desires to repeal Resolution Number 24,710 and instead shall consider a proposed Charter Amendment regarding the date of the City's general municipal election to a future date.

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

Section 1. That Resolution No. 24,710 is hereby repealed.

Section 2. That the City shall consider the preparation of the Proposed Charter Amendment to change the City's general municipal election to a future date.

Section 3. That the City Attorney shall continue to monitor any cases that address the applicability of SB 415 to charter cities and alert the City Council of any relevant developments.

Section 4. That this Resolution shall take effect upon its adoption.

Section 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution and shall cause the same to be published as required by law.

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) ss
CITY OF COMPTON)

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

That said Ordinance 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

March 12, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH EBS GENERAL ENGINEERING, INC. FOR ADDITIONAL CITY-WIDE POTHOLE REPAIR SERVICES ON AN URGENT NECESSITY BASIS**

SUMMARY

The City Council will consider a resolution authorizing the City Manager to execute an agreement with EBS General Engineering, Inc. for pothole repair.

BACKGROUND

In 2017, the City performed an update to the Pavement Management System, which identified approximately 125 miles of Fair to Very Poor condition categories of streets. These findings indicate that proper preventative maintenance is significantly overdue and presents safety and liability concerns to the City. On July 16, 2018, the City and EBS General Engineering, Inc. entered into an agreement for pothole repair services pursuant to Resolution 24,797. This agreement authorized 90 work days and is now concluding with the pavement network still needing critical repairs.

STATEMENT OF ISSUE

The damage to our pavement network that the City is experiencing due to our severe rainy weather is substantial and will cause an increase of up to 11.1% of streets deteriorating from “Fair” to “Very Poor” under our Pavement Management System. Staff believes that any delay caused waiting for the conclusion of the RFB bidding process without ongoing repairs will further deteriorate the City’s street pavement network and substantially increasing the City’s safety concerns and further deteriorate the City’s street pavement network.

The Compton City Charter Section 1409 excludes maintenance and repair from advertising for bids. Section 1409 also excludes contracts from the advertising for bids requirement where City Council by motion passed by at least four affirmative votes finds the contract to be of urgent necessity for the preservation of life, health or property. The passage of this resolution complies with both exceptions.

Staff is now requesting that the City enter into an agreement with EBS General Engineering, Inc. for continued pothole repair until June 30, 2019, while the City undertake a request for bid for pothole repairs beginning in fiscal year 2019-2020.

ALTERNATIVE

None presented.

FISCAL IMPACT

The funds for these expenditures are in the Public Work's Department's Measure M fund balance for Account No. 1528-710-000-4266 in an amount of Nine Hundred Thousand Dollars $900,000. There is also a ten percent (10%) contingency of $96,000 and funds are located in the Public Work's Department Measure R fund balance for Account No. 1520-710-000-4266.

RECOMMENDATION

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

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH EBS GENERAL ENGINEERING, INC. FOR ADDITIONAL CITY-WIDE POTHOLE REPAIR SERVICES ON AN URGENT NECESSITY BASIS

WHEREAS, the City's street network consists of approximately 220 miles of streets; and

WHEREAS, an update to the 2017 Pavement Management System identified approximately 125 miles of Fair to Very Poor condition categories of streets (57%); and

WHEREAS, these findings indicate that proper preventative maintenance is significantly overdue and presents safety and liability concerns to the City; and

WHEREAS, damage from our current rainy winter season may cause an increase of up to 11.1% of streets categorized as "Fair" to deteriorate to a "Very Poor" categorization; and

WHEREAS, on July 16, 2018, the City and EBS General Engineering, Inc. (EBS) entered into an agreement for pothole repair services pursuant to Resolution 24,797; and

WHEREAS, EBS is currently deployed throughout the City finishing up the authorized 90 work days pursuant to its agreement; and

WHEREAS, staff is releasing a request for bids to continue the pothole services in order to address the City's significant street pavement network issues to begin fiscal year 2019-2020; and

WHEREAS, staff believes that any delay caused waiting for the conclusion of the RFB bidding process without ongoing repairs will further deteriorate the City's street pavement network substantially increasing the City's safety concerns and deteriorating the City's pavement network; and

WHEREAS, staff has requested that EBS provide pothole repair services for the duration of this fiscal year for the same unit cost of $40.00 for pothole preparation and asphalt installation at a unit price of $400.00 for a contractual amount of $960,000 plus a $96,000 contingency fee; and

WHEREAS, Section 1409 of the Compton City Charter, excludes maintenance and repair from advertising for bids; and

WHEREAS, Section 1409 of the Compton City Charter, also excludes contracts from the advertising for bids requirement where City Council by motion passed by at least four affirmative votes finds the contract to be of urgent necessity for the preservation of life, health or property.

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

SECTION 1. That the City Manager is hereby authorized to execute an agreement, upon the advice of the City Attorney, with EBS General Engineering, Inc. for pavement network services, including, pothole repair, for a term ending June 30, 2019 on an urgent necessity basis.

SECTION 2. That the funds for these expenditures are in the Public Works Department's Measure M fund balance for Account No. 1528-710-000-4266 in an amount not to exceed Nine Hundred Thousand Dollars $960,000.

SECTION 3. That a Ten Percent (10%) contingency of Ninety-Six Thousand ($96,000) Dollars is authorized and funds are in the Public Works Department's Measure R fund balance for Account No. 1520-710-000-4266.

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

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

ADOPTED this ____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

CONSTRUCTION SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
EBS GENERAL ENGINEERING, INC.
[Street Pavement Services]

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 **EBS GENERAL ENGINEERING, INC.** (hereinafter referred to as "**CONTRACTOR"**) located at 1320 East Sixth Street, Ste. 100, Corona, California 92879.

RECITALS:

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

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

C. City and Contractor enter into this Agreement for the purpose of retaining EBS General Engineering, Inc. (Contractor/License No. 720016) to perform that work required pursuant to the "CityWide Pothole Repair Services Project" ("Project")**.**

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

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

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

1.2 Public Work of Improvement.

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

1.3 Trust and Confidence.

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

1.4 Standard of Care.

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

1.5 Compliance with Applicable Laws.

Contractor shall 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. 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.

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services 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 State Prevailing Wage Requirements. The Contractor's duty to pay 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.

1.6 Key Personnel.

1.6.1 Contractor's Representative. Contractor hereby designates **Joseph A. Nanci, 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 Before starting the Work, City shall have the authority to not approve the Contractor's proposed representative. The City shall inform the Contractor in writing and request a replacement representative.

1.6.3 City's Representative. City hereby designates **Wendell E. Johnson, P.E., Director of Public Works** 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 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.

1.8 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 occupancy by City.

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

2.0 SCOPE OF SERVICES

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

CITY-WIDE POTHOLE REPAIR SERVICES

The City-Wide Pothole Repair Services Project is aimed to provide City-Wide street pavement services in accordance to the contract specifications and other contract documents. The project will consist of pavement repairs such as pothole repairs on alligator areas. City shall provide the Contractor with street segment(s) and/or location(s) where repairs and work are to be performed. Contractor shall provide staff with the time

and costs to complete the work and schedule to perform the requested repairs. After review, the City shall authorize the Contractor to perform the requested repairs and work.

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 **Nine Hundred Thousand Dollars ($900,000)** ("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 Change Order, represents the absolute limit of obligation or liability that City may ever have insofar as the cost for full and final completion of the Work, and the total of all payments to Contractor are concerned.

Should additional amounts be required to be expended, over and above the Contract Price, to achieve completion of the Work, including project construction, and payment to Contractor, in accordance with this Contract, liability for and payment of such additional amounts shall be the sole responsibility of Contractor and its Contract surety herein, and City shall not be liable for same. Should the final cost of the construction work and Contractor's compensation total less than the Contract Price, or any approved revision thereof, the difference shall inure to the benefit of City and no claim for all or any portion of said difference shall be valid against or payable by City.

3.3 Payments.

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

Contractor shall be reimbursed in accordance with the provisions of *California*

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

3.4 Retention.

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

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

-Or-

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

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

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

amount of retention withheld to insure performance of Contractor.

3.5 Contractor's Warranty of Contract Price.

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

4.0 TIME

4.1 Time of Essence.

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

4.2 Commencement.

4.2.1 Construction Services. Contractor agrees to commence the Work provided for herein within **10 calendar days** after receipt of the **Notification to Proceed** or as otherwise agreed in writing with the Director of his/her designee, and continue in a diligent, professional and worker-like manner as directed by the City without interruption until the each of the requested segment(s) and/or location(s) identified by the City for repairs and work is completed no later than June 30, 2019 (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 Change Order issued in accordance with the Contract Documents.

4.4 Compensation for Delay.

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

4.5 Liquidated Damages.

IF CONTRACTOR FAILS TO ACHIEVE SUBSTANTIAL COMPLETION OF THE WORK WITHIN THE PERIODS OF TIME REFERRED TO IN PARAGRAPH 4.2.1 OF THIS AGREEMENT (AS ADJUSTED BY CHANGE ORDER FOR EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS), CITY WILL INCUR DAMAGES, THE AMOUNT OF WHICH WILL BE DIFFICULT OR IMPOSSIBLE TO ESTABLISH WITH CERTAINTY, INCLUDING BUT NOT LIMITED TO INEFFICIENCY AND DISRUPTION OF CITY'S OPERATIONS. THE PARTIES THEREFORE AGREE THAT FOR EACH DAY PAST THE COMPLETION DATES REFERRED TO IN PARAGRAPH 4.2.1 (AS ADJUSTED BY CHANGE ORDER FOR THE EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS) THAT THE WORK IS NOT SUBSTANTIALLY COMPLETE, CONTRACTOR SHALL PAY CITY THE SUM OF ONE THOUSAND DOLLARS ($1,000) FOR EACH CALENDAR DAY DELAYED BEYOND THE TIME PRESCRIBED FOR FINISHING THE WORK AS LIQUIDATED DAMAGES. THIS SUM REPRESENTS A REASONABLE EFFORT TO ESTIMATE FAIR COMPENSATION FOR THE FORESEEABLE LOSSES CITY WILL INCUR ON ACCOUNT OF DELAYS IN SUBSTANTIAL COMPLETION OF THE WORK AND IS NOT A PENALTY. IF LIQUIDATED DAMAGES ARE NOT PAID, THE CITY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONEY DUE OR THAT MAY BECOME DUE TO THE CONTRACTOR UNDER THIS AGREEMENT IN addition TO ANY OTHER REMEDY AVAILABLE TO THE CITY. CONTRACTOR SHALL NOT BE ASSESSED LIQUIDATED DAMAGES IF THE DELAY IS CAUSED BY ACTS OF GOD WHICH COULD NOT REASONABLY HAVE BEEN FORSEEN 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 – EBS General Engineering, Inc.**

4.6 Construction Schedule.

Contractor shall prepare and submit to City a detailed Construction Baseline Schedule (showing all milestones with critical activities on the Baseline Schedule) for each street segment(s) and/or location(s) identified and requested for repairs and Work prior to commencing construction. No Work shall be started until the Schedule has been approved in writing by the City. The Construction Schedule shall be prepared, utilizing a time-scaled bar chart showing continuous flow from left to right and major milestones which are critical to the completion of the construction of the project and a clearly highlighted critical path. Durations and specific calendar

dates shall be clearly and legibly shown for the start and finish of each activity. Activities shall be in sufficient detail to demonstrate a practical plan to complete the construction within the Contract Time.

5.0 CONSTRUCTION PHASE

5.1 General.

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

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

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

5.2 Supervision of Work.

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

5.3 Permits, Approvals, Licenses and Notices.

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

5.4 Safety.

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

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

.a Employees and all other persons at the Site;

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

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

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

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

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

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

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

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

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

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

5.5 Substitutions.

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

5.6 Trade Contractors.

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

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

5.7 Separate Contractors.

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

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

6.0 ACCOUNTING RECORDS

6.1 Access.

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

Contractor shall allow, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to allow, City or its authorized representative(s) and accountants, within twenty-four (24) hours after requested by City, to inspect, audit or reproduce any and all records relating to the Project. Such records shall include all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, including without limitation the following: agreements; purchase orders; leases; contracts; commitments; arrangements; notes; schedules; daily diaries; superintendent reports; drawings; receipts; vouchers; memoranda;

accounting records; job cost reports, job cost files (including documentation covering negotiated settlements); backcharge logs; general ledgers; documentation of cash and trade discounts earned, insurance rebates and dividends; any documents customarily maintained by contractors performing work on a cost plus a fee basis; other documents that City otherwise deems necessary to substantiate charges or claims related to the Project.

6.2 Enforcement.

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

7.0 INDEMNITY, BONDS

7.1 Indemnity.

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

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

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

7.2 Bonds.

7.2.1 Bond Forms. Prior to commencing any construction of the Work,

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

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

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

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

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

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

8.0 INSURANCE

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

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor’s indemnification of the City, Contractor

shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

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

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

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

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

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

8.2.3 Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance, with a limit of not less than **One Million ($1,000,000.00)** per accident for bodily injury and disease. Workers' Compensation

and Employer's Liability insurance may not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

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

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

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

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

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

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

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

8.3.3 The policy or policies of insurance required by Section 8.2.4 (Workers' Compensation) shall be endorsed to provide the following:

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

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

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

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

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

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

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

9.0 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 written order signed by City and Contractor, and issued after execution of this Agreement, authorizing an adjustment in the Contract Price and/or Contract Time. The Contract Price and Contract Time can be adjusted only by Change Order. No action, conduct, omission, prior failure or course of dealing by City shall act to waive, modify, change or alter the requirement that Change Orders must be in writing signed by City and that such written Change Orders are the exclusive method for effecting any adjustment to the Contract Price and Contract Time.

10.0 CERTIFICATIONS

10.1 Certification of Contractor. I, **Joseph A. Nanci**, **HEREBY CERTIFY** that I am the President, and duly authorized representative of the Contractor firm of **EBS General Engineering, 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.

_____ _____

Joseph A. Nanci, 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 is 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 equipment, materials, supplies and work furnished on the Project against defective construction or workmanship for a period of one (1) year following completion of the Project, except when a longer guaranty is provided by the supplier or manufacturer of the equipment. The Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless specified and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor expressly agrees to act as co-guarantor of such equipment and materials and the Contractor shall supply City with all warranty and guaranty documents relative to equipment and materials incorporated in the Work and guaranteed by their suppliers or manufacturers.

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

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

12.7 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.

12.8 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.

12.9 City's Quality Assurance Plan. The City shall evaluate Contractor's performance under this Contract. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the City determines are severe or continuing and that may place performance of the Contract in jeopardy

if not corrected will be reported to the City. The report will include improvement/corrective action measures taken by the City and the Contractor. If improvement does not occur consistent with the corrective action measures, the City may terminate this Contract or seek other remedies as specified in this Contract.

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

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

12.12 Employees of Contractor. Worker's Compensation: Contractor understands and agrees that all persons furnishing services to the City pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the City under this Contract.

Professional Conduct: 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 City 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 Water Pollution Control.

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

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

12.18 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. The Contractor shall complete a W9 Form in the form provided by the City.

13.0 NOTICES

13.1 Delivery. All notices, demands or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth (5^{th}) day after the deposit thereof in the United States

mail, postage prepaid, and addressed as hereinafter provided, or (c) one (1) business day after send by facsimile transmission.

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

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

with copies to:

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

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

EBS General Engineering, Inc.
1320 East Sixth Street, Ste. 100
Corona, California 92879
Attn: Joseph A. Nanci
(951) 279-6869
(951) 279-6832 - 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.

EBS GENERAL ENGINEERING, INC.
CONTRACTOR

Dated: _____ **By _____**
Joseph A. Nanci, President

CITY OF COMPTON
Recommended for Approval:

By _____ Dated: _____
Wendell E. Johnson, P.E.
Public Works Director

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

March 12, 2019

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE COUNCIL OF THE CITY OF COMPTON AUTHORIZING A NEIGHBORHOOD STABILIZATION PROGRAM (NSP1) REHABILITATION LOAN TO KAMILLE NICKELSON AND AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF COMPTON AND CEVAC FACILITIES SERVICES TO PERFORM RESIDENTIAL REHABILITATION SERVICES ($59,680.00)**

SUMMARY

Approval of this resolution authorizes a Neighborhood Stabilization Program (NSP 1) Rehabilitation Loan to Kamille Nickelson for the rehabilitation of the property located at 714 North Locust Avenue, Compton, California 90221 in the amount of Fifty-Nine Thousand, Six Hundred Eighty Dollars ($59,680.00). It also authorizes an agreement between the City of Compton and CEVAC Facilities Services to complete the residential rehabilitation of a single-family home through the Neighborhood Stabilization Program (NSP 1).

BACKGROUND

On July 6, 2017, the City Council approved resolution 24,603 approving the use of NSP 1 funding for First-Time Homebuyer Down Payment Assistance to Kamille Nickleson for the purchase of a property located at 714 North Locust Avenue through the NSP Acquisition, Rehabilitation and Resale (ARR) Program for owner-occupied housing.

NSP is authorized under Title III of the Housing and Economic Recovery Act of 2008 (HERA). The City of Compton's allocation under the NSP program is $3,242,817 and is nearing close out. Funds need to be fully expended before this can happen and properties that are purchased through the program need to be rehabilitated as they are foreclosed or abandoned and in need of repair to sustain the existing housing stock.

STATEMENT OF THE ISSUE

The NSP Program is designed to acquire, maintain and rehabilitate foreclosed homes (described as single-family units, condominiums and townhomes) and resell these homes to qualified homeowners.

Kamille Nickleson has applied for a Neighborhood Stabilization Program (NSP 1) Rehabilitation Loan for the rehab of the property located at 714 North Locust Avenue, Compton, California 90221 in the amount of Fifty-Nine Thousand, Six Hundred Eighty Dollars ($59,680.00).

City Council's approval of this resolution awards the loan to Kamille Nickleson. The above referenced property has been purchased under the ARR program and is in need of extensive rehabilitation. The program applicant has solicited bids for the rehabilitation component of the program. One responsive bid was chosen and is being recommended for award in the amount of $59,680 by CEVAC Facilities Services. City Council's approval of this resolution awards the contract to CEVAC Facilities Services.

FISCAL IMPACT

Funds are available in the Grants Division, Fiscal Year 2018-2019 Budget in account number 1674-540-000-4269 (NSP 1) in the amount of Fifty Nine Thousand, Six Hundred Eighty Dollars ($59,680.00).

RECOMMENDATION

Staff recommends that City Council adopt this resolution to issue a rehabilitation loan to Kamille Nickleson in the amount of $59,680.00 and enter into a Rehabilitation Contract with CEVAC Facilities Services to complete the rehabilitation of 714 North Locust Avenue per the ARR Program Guidelines.

CECIL W. RHAMBO JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF COMPTON AUTHORIZING A NEIGHBORHOOD STABILIZATION PROGRAM (NSP1) REHABILITATION LOAN TO KAMILLE NICKELSON AND RUBY HOWELL AND AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF COMPTON AND CEVAC FACILITIES SERVICES TO PERFORM RESIDENTIAL REHABILITATION SERVICES ($59,680.00)

WHEREAS, the City has been awarded $9.6 million in HUD grants to implement Neighborhood Stabilization Program (NSP 1, 2, 3). As part of the City's efforts to revitalize the community, the City has been strategically implementing and utilizing the resources of the NSP program to address foreclosures impacting Compton's neighborhoods Funds. These funds are being used to acquire, rehabilitate and re-sell foreclosed properties to eligible households through the City's NSP Acquisition, Rehabilitation and Resale (ARR) Program for owner-occupied housing; and

WHEREAS, the property located at 714 North Locust Avenue is located within the NSP 1 Target Area and has already been approved as an eligible property with an income eligible household owner; and

WHEREAS, pursuant to Resolution No. 24,603, City Council authorized the City Manager to enter into a loan agreement with Kamille Nickleson and Ruby Howell using Neighborhood Stabilization Acquisition Funds for purchase of the property located at 714 North Locust Avenue through the First Time Homebuyers Program.

WHEREAS, Kamille Nickelson and Ruby Howell have also applied for a Neighborhood Stabilization Program (NSP 1) Rehabilitation Loan for the rehab of the property located at 714 North Locust Avenue, Compton, California 90221 in the amount of Fifty-Nine Thousand, Six Hundred Eighty Dollars ($59,680.00); and

WHEREAS, Grants Division staff contacted a list of three contractors on September 4, 2018, Cevac Services, Stone by Stone Builders Inc, and Coastal Construction Services to render rehabilitation construction services on the property at 714 North Locust Avenue through the NSP Acquisition, Rehabilitation and Resale (ARR) Program. Three contractors were confirmed for site walkthrough on September 6, 2019 and two showed up, (Cevac Services, Stone by Stone Builders Inc,). Only Luis Paredes from Cevac Services submitted a bid on September 20, 2019. Pursuant to HUD requirements the Grants Division of the City Manager's Office assisted the homeowner in obtaining bids from construction companies; and

WHEREAS, after review and evaluation of the bids submitted determined the lowest and most responsive bid came from CEVAC Services in the amount of $59,680;

1. Cevac Services = $59,680
2. Coastal Construction Services - No Bid
3. Stone by Stone Inc. - No Bid

WHEREAS, the approval of these funds will have no impact on the City's General Fund. Funds are available in the City Manager's, Grants Division Fiscal Year 2018-2019 Budget in Account Number 1674-540-000-4269 (Neighborhood Stabilization Program Fund (NSP 1) in the amount of $59,680.00.

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

Section 1. That the City Manager is hereby authorized to issue a Neighborhood Stabilization Program rehabilitation loan to Kamille Nickelson and Ruby Howell in the amount of $59,680.00 for the property located at 714 North Locust Avenue, Compton, California 90221 and execute all necessary documentation pursuant to the Neighborhood Stabilization Program requirements.

Section 2. That the City Manager, on the advice and approval of the City Attorney, is hereby authorized to enter into an agreement with CEVAC Services to provide Rehabilitation Construction Services through the Neighborhood Stabilization Program (NSP 1) for the property located at 714 North Locust Avenue in the amount of $59,680.00.

Section 3. That a purchase order is hereby authorized to be established for CEVAC Services in the amount of $59,680.00 for the rehabilitation of the property located at 714 North Locust Avenue.

Section 4. That funds in the amount of $59,680.00 to pay for rehabilitation services rendered pursuant to the agreement for the subject property are available in the City Manager's, Grants Division Fiscal Year 2018-2019 Budget in Account Number 1674-540-000-4269 (Neighborhood Stabilization Program Fund (NSP 1) in the amount of $59,680.00.

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

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

ADOPTED this ____day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON:

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 the 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

AGREEMENT FOR NSP 1 REHABILITATION FUNDS
BETWEEN
THE CITY OF COMPTON
AND
AND CEVAC SERVICES (CONTRACTOR)

THIS AGREEMENT FOR NEIGHBORHOOD STABILIZATION PROGRAM (NSP 1) REHABILITATION FUNDS ("Agreement") is made this 13th day of February, 2019, by and between THE CITY OF COMPTON, a public body, corporate and politic of the State of California, (hereinafter referred to as the "CITY"), and CEVAC SERVICES. (CONTRACTOR), a California licensed contractor (hereinafter referred to as the "AWARDEE").

WITNESSETH

WHEREAS, the CITY is the recipient of Neighborhood Stabilization Program (NSP 1) funds from the U.S. Department of Housing and Urban Development ("HUD"), including funds that are reserved for rehabilitation of eligible homes through the City's Acquisition Rehabilitation Re-Sale Program; and

WHEREAS, the AWARDEE has been chosen as a Contractor for the CITY for the NSP Program, and has submitted a rehabilitation proposal for use of NSP funds – for an eligible project under NSP (as defined below) regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the exhibits attached hereto, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **CITY** – is hereby defined as the City of Compton, administrator for the NSP Program. For the purposes of this Agreement and all administration of NSP funds, the CITY shall act o in the execution and fiscal and programmatic control of this Agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the AWARDEE from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **DIRECTOR** – is hereby defined as the City Manager of the City of Compton or his/her designee.

C. **FEE** – is hereby defined as the amount of money the CITY agrees to pay and which amount the AWARDEE agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in Section IV - Reimbursement of Expenses hereof.

D. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the AWARDEE as described in this Agreement.

E. **PROJECT** – is defined in Section III – Scope of Work, below.

F. **NSP**- is hereby defined as the Neighborhood Stabilization Program as described in the Housing and Economic Recovery Act of 2008, Title III Section 2301 (c).

Section II – Term

The AWARDEE expressly agrees to complete all work required by this Agreement in accordance with the timetable described in the attached **Exhibit 1 – Project Implementation Timeline**, which by this reference is incorporated herein as if fully set forth.

Timely completion of the work specified in this Agreement is an integral and essential part of the AWARDEE's performance hereunder. The expenditure of NSP funds is subject to Federal deadlines and could result in the loss of the Federal funds. **Contractor must commit and expend the NSP 1 funds by April 1, 2019.** By the acceptance and execution of this Agreement, it is understood and agreed by the AWARDEE that the PROJECT will be completed as expeditiously as possible and that the AWARDEE will make every effort to ensure that the PROJECT will proceed and will not be delayed. The AWARDEE's failure to meet these deadlines can result in cancellation of this Agreement and the revocation of NSP funds.

The AWARDEE acknowledges that time is of the essence as regards this Agreement. The AWARDEE shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this Agreement to ensure that the PROJECT will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the CITY and enforceable by the CITY against the AWARDEE and its successors and assigns to the PROJECT or any part thereof or any interest therein.

In the event the AWARDEE is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not within the reasonable control of the AWARDEE, the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the AWARDEE to notify the CITY within 15 days in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Scope of Work

The AWARDEE, in close coordination with the CITY, shall take all such action and perform all professional services (collectively, the "WORK") necessary to complete the rehabilitation and occupancy of the following rental project in full compliance with the terms of this Agreement in strict accordance with the attached **Exhibit 5 – Scope of Work**, which by this reference is hereby incorporated as if fully set forth and maybe modified in writing with the consent of the developer and CITY.

As provided in **Exhibit 5 – Scope of Work**, the AWARDEE will rehabilitate the three subject multi-unit properties in the City of Compton to create stable, affordable rental housing options for people that are low-moderate income.

It is understood that the AWARDEE has provided the CITY a specific working budget and realistic timetable as relates to: construction/rehabilitation, soft costs, development fees and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds, allocate NSP and non-NSP funds to activities or line items, and such other information as may be reasonably requested by the CITY.

The aforementioned Work tasks will be performed in essentially the manner proposed in the AWARDEE's proposal received by the CITY. The aforementioned proposal will be considered to be a part and portion of this Agreement as described in the attached **Exhibit 6 –Project Pro Forma** which by this reference is incorporated herein as if fully set forth.

Section IV – Reimbursement of Expenses

A. Expenses (excluding any developer fee) for the PROJECT shall be reimbursed by the CITY based on invoices submitted by the AWARDEE for actual expenses incurred or paid. Requests for reimbursement must be submitted by the AWARDEE on forms specified and approved by the CITY, with adequate and proper documentation of eligible costs incurred in compliance with 24 CFR § 92.206 and necessary for HUD DRGR disbursement requirements. All such expenses shall be in conformance to the approved PROJECT budget. Payment(s) for reimbursements will occur per the CITY'S regular accounting schedule but will not exceed 30 days from date CITY receives requests for payment. Budget revision and approval shall be required prior to reimbursement of any expenses submitted by the AWARDEE not conforming to the approved PROJECT budget.

B. The CITY shall reimburse the AWARDEE, as maximum compensation for project pursuant to the Scope of Work thereof, the sum of Fifty-nine Thousand six hundred eighty Dollars and No Cents ($59,680.00) of NSP for the rehabilitation of the property located at 714 N. Locust Ave. Compton, CA 90221.

Funds in accordance with the attached **Exhibit 2 – Project Budget**, which by this reference is incorporated herein as if fully set forth.

C. The CITY shall have the right to inspect the AWARDEE's books and records and PROJECT sites to determine that reimbursement and compensation requests are reasonable. The CITY may withhold payment of any reimbursement or compensation request submitted by the AWARDEE hereunder until adequate documentation has been provided and reviewed by the CITY.

D. The AWARDEE may submit a final invoice upon completion of the Work. Final reimbursement shall be made within 30 days after the CITY has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with NSP regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

E. The CITY shall have the right to review and audit all records of the AWARDEE pertaining to any payment of the NSP funds by the CITY hereunder. The AWARDEE shall maintain such records for a period of five years after completion of the Work.

Section V – Project Requirements

The AWARDEE agrees to comply with all requirements of the Housing and Economic Recovery Act of 2008, Title III Sec. 2301 (c) and HOME Program as stated in 24 CFR Part 92, including but not limited to the following (NSP defers to HOME):

A. No funds may be committed to an NSP activity or project before the completion of the environmental review and approval of the request for release of funds and related certification, except as authorized by 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the PROJECT.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the CITY of a release of funds from HUD under 24 CFR Part 58.

Further, the AWARDEE will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance by the CITY and release of funds from HUD, and acknowledges that the violation of this provision may result in the denial of any funds under the Agreement.

B. The NSP funds advanced by the CITY to the AWARDEE hereunder for the PROJECT will be secured by a note and deed of trust, and in the case of a rental project, a deed covenant as required by 24 CFR Part 92. The AWARDEE acknowledges and agrees HUD regulations provide that NSP-assisted rental housing units for the PROJECT must meet, among other things, certain affordability requirements for not less than the applicable period specified therein. The AWARDEE further acknowledges and agrees that these affordability requirements must be imposed by deed restrictions, covenants running with the land, or other mechanisms approved by the CITY. In compliance with HUD regulations, and as a material inducement to the CITY to enter into this Agreement, the AWARDEE will execute and deliver, in recordable form, the attached.

Exhibit 7 - Agreement Containing Covenants Affecting Real Property (Including Rental Restrictions) and by this reference incorporated herein as if fully set forth, and the AWARDEE agrees to cause this Agreement Containing Covenants Affecting Real Property (Including Rental Restrictions) to be recorded by the County Recorder of Los Angeles County in the deed records upon the close of escrow for the AWARDEE's acquisition of the PROJECT.

C. The AWARDEE will ensure that any expenditure of NSP funds will be in compliance with the requirements at 24 CFR § 92.206, and acknowledges that NSP funds will only be provided as

reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

D. If the PROJECT is to be owner-occupied, the AWARDEE will ensure that all NSP assisted units will be in compliance with 24 CFR § 92.254, including documenting that the property is eligible under 24 CFR § 92.254(a)(1) – (2), and will maintain compliance during the minimum compliance period. (If the property also contains a rental unit assisted with NSP funds, the AWARDEE will ensure that occupancy complies with the requirements of 24 CFR § 92.254(a)(6).) If the PROJECT is to be rental, the AWARDEE will ensure that that PROJECT is eligible under 24 CFR § 92.214, and that it will meet the applicable standards of 24 CFR §§ 92.252 – 253 at occupancy and for the minimum compliance period as provided in attached

Exhibit 3 – NSP Rent Restrictions, which by this reference is incorporated herein as if fully set forth.

E. The AWARDEE represents and warrants that the designated NSP-assisted units of this PROJECT will meet the affordability requirements as found in 24 CFR § 92.252 (rental) or 92.254 (owner-occupied), as applicable, for the entire 20-year compliance period. The AWARDEE shall collect and maintain PROJECT beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low- and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with NSP requirements as stated in the HUD Technical Guide for Determining Income and Allowances Under the HOME Program as set forth in attached **Exhibit 4 – HUD Incomes**, which by this reference is incorporated herein as if fully set forth.

F. In the selection of occupants for PROJECT units, the AWARDEE shall comply with all nondiscrimination requirements of 24 CFR § 92.350. If the PROJECT consists of 5 or more units, the AWARDEE will implement affirmative marketing procedures as required by 24 CFR § 92.351. Such procedures must be submitted to CITY for approval prior to engaging in any such marketing.

G. If the PROJECT is occupied upon execution of this Agreement, the AWARDEE will comply with the relocation requirements of 24 CFR § 92.353.

H. The AWARDEE shall assure compliance with 24 CFR § 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR § 92.251(a)(3), as may be applicable, and Lead Based Paint Requirements as found in 24 CFR § 92.355 and 24 CFR Part 35.

I. If the PROJECT is to be owner-occupied, the AWARDEE shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR § 92.254 and that the AWARDEE will monitor each unit for principal residency (under 24 CFR § 92.254(a)(3)) and resale/recapture (under 24 CFR § 92.254 (a)(4) – (5)).

J. The AWARDEE will promptly provide any documentation requested by the CITY regarding matching requirements to document the type and amount of match contributions for the PROJECT for purposes of the NSP program.

K. If the PROJECT under this Agreement involves the construction or rehabilitation of 12 or more NSP-assisted units, the AWARDEE shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276 a to a - 7) as supplemented by CITY of Labor regulations (29 CFR Part 5), as amended.

L. If the PROJECT is sold through a lease-purchase agreement, the AWARDEE will ensure compliance with 24 CFR § 92.254(a)(7), as modified by the 1999 Appropriations Act, Section 599B.

M. The AWARDEE will be monitored by the CITY for compliance with the regulations of 24 CFR § 92.508 for the 20-year compliance period specified in Section II above. The AWARDEE will provide reports and access to project files as requested by the CITY during the pendency of the PROJECT and for five (5) years after completion and closeout of this Agreement. For rental housing projects, records may be retained for five years after the PROJECT completion date; except that records of individual tenant income verifications, PROJECT rents and PROJECT inspections must be retained for the most recent five-year period, until five years after the affordability period terminates.

Section VI – Repayment of Loan

A. All NSP funds are subject to repayment by the AWARDEE in the event the AWARDEE fails to comply with or the PROJECT does not meet the requirements of this Agreement.

B. The AWARDEE acknowledges and agrees that upon the completion of the PROJECT, any NSP funds reserved but not expended by the AWARDEE under this Agreement will revert to the CITY.

C. The NSP funds are provided as a deferred loan for the 15-year affordability, at which time the loan will be forgiven by the CITY. In addition, NSP funds shall be reduced by One Fifteenth (1/15) of its original amount (i.e., the sum of $3,978.66) for each year that the AWARDEE operated the Property in compliance with this Agreement. The adjustment described in this paragraph shall occur on July 1 of each calendar year starting upon the completion of the PROJECT. If the PROJECT is sold by the AWARDEE and ownership is transferred or refinanced to a third party the NSP funds shall become immediately due and payable. Sale of the property to another party during such 15-year period may occur only with the prior written approval of the CITY, and the third party purchaser shall agree to assume all obligations of the AWARDEE under this Agreement, the note and mortgage, and the deed covenants. Provisions in those documents will provide for the extinguishment of the requirements of this Agreement only in the event of a third-party foreclosure or deed in lieu of foreclosure.

Section VII – Procurement Standards

The AWARDEE shall establish procurement procedures to ensure that materials and services for the PROJECT are and will be obtained in a cost-effective manner. When procuring for services to be provided under this Agreement, the AWARDEE shall comply at a minimum with the nonprofit procurement standards at 24 CFR §§ 84.40 - 84.48.

In addition, the AWARDEE acknowledges that if the AWARDEE can be considered to be a religious organization then the AWARDEE shall abide by all portions of 24 CFR § 92.257.

Section VIII – Conflict of Interest Provisions

The AWARDEE warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The AWARDEE further warrants and covenants that in the performance of this Agreement, no person having such conflict of interest shall be employed by the AWARDEE.

The AWARDEE acknowledges that NSP conflict of interest provisions, as stated in 24 CFR § 92.356, apply to the award of any contracts under this Agreement and the selection of tenant households to occupy NSP-assisted units.

The AWARDEE further acknowledges that no employee, agent, consultant, elected official, or appointed official of the AWARDEE may obtain a financial interest or unit benefits from a NSP-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

1. Any interest in any contract, subcontract or agreement with respect to a NSP-assisted project or program administered by the AWARDEE, or the proceeds thereunder; or

2. Any unit benefits or financial assistance associated with NSP projects or programs administered by the AWARDEE, including:

    a. Occupancy of a rental housing unit in a NSP-assisted rental project;
    b. Receipt of NSP tenant-based rental assistance;
    c. Purchase or occupancy of a homebuyer unit in a NSP -assisted project;
    d. Receipt of NSP homebuyer acquisition assistance; or
    e. Receipt of NSP owner-occupied rehabilitation assistance.

This prohibition does not apply to an employee or agent of the AWARDEE who occupies a NSP-assisted unit as the on-site project manager or maintenance worker.

In addition, no Member of Congress of the United States, official or employee of HUD, or official or employee of the CITY shall be permitted to receive or share any financial or unit benefits arising from the NSP-assisted project or program.

Prior to the implementation of the NSP -assisted activity, exceptions to these provisions may be requested by the AWARDEE in writing to the CITY. The AWARDEE must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the NSP assistance. The CITY may grant exceptions or forward the requests to HUD as permitted by 24 CFR §§ 92.356, 85.36 and 84.42, as may be applicable.

Section IX –CITY Responsibilities

The CITY shall furnish the AWARDEE with the following services and information from existing CITY records and CITY files:

A. The CITY shall provide to the AWARDEE information regarding its requirements for the PROJECT.

B. The CITY will provide the AWARDEE with any changes in NSP regulations or program limits that affect the PROJECT, including but not limited to income limits, property value limits and rent limits.

C. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the PROJECT, and will provide information to the AWARDEE regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and NSP regulations, and all CITY regulations and ordinances.

Nothing contained herein shall relieve the AWARDEE of any responsibility as provided under this Agreement.

Section X – Equal Employment Opportunity

During the performance of this Agreement, the AWARDEE agrees as follows:

A. The AWARDEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The AWARDEE will take affirmative action to ensure the applicants are considered for employment, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AWARDEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

B. The AWARDEE will, in all solicitations or advertisements for employees placed by or on behalf of the AWARDEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The AWARDEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the

AWARDEE's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The AWARDEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

E. The AWARDEE will furnish to the CITY all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the CITY and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

F. In the event the AWARDEE is found by the CITY to be in noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AWARDEE may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the U.S. Secretary of Labor or as otherwise provided by law.

G. The AWARDEE will include the provisions of paragraphs (A) through (G) of this Section XI in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AWARDEE will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the AWARDEE becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the CITY, the AWARDEE may request the United States to enter into such litigation to protect the interest of the United States.

Section XI – Labor, Training & Business Opportunity

The AWARDEE agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. The AWARDEE acknowledges that the WORK to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC § 1701u, as well as any and all applicable amendments thereto. The AWARDEE further acknowledges that such Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low- and moderate-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The AWARDEE shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the U.S. Secretary of Housing and Urban Development as set forth in Title 24 of the Code of Federal Regulations as well as any and all applicable amendments thereto prior to the execution of this Agreement or during the term of this Agreement. The AWARDEE certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The AWARDEE will include this Section 3 clause in every subcontract for work in connection with the PROJECT and will, at the direction of the CITY, take appropriate action against the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the U.S. Secretary of Housing and Urban Development, in Title 24 of the Code of Federal Regulations. The AWARDEE will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under Title 24 of the Code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. The AWARDEE acknowledges and agrees that compliance with the provisions of Section 3, the regulations set forth in Title 24 of the Code of Federal Regulations and all applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement shall be a condition precedent to federal financial assistance being provided by the CITY to the PROJECT as well as a continuing condition, binding upon the AWARDEE, its successors, and assigns. The AWARDEE's failure to fulfill these requirements shall subject the AWARDEE, its contractors and subcontractors, its successors and assigns to those sanctions specified by Title 24 of the Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XII – Compliance with Federal, State & Local Laws

The AWARDEE covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state, local and federal governments, and all amendments thereto, including, but not limited to: Title 8 of the Civil Rights Act of 1968, P.L. 90-284; Executive Order 11063 on Equal Opportunity and Housing; Section 3 of the Housing and Urban Development Act of 1968; Housing and Community Development Act of 1974; as well as all requirements set forth in 24 CFR Part 92 of the Home Investment Partnership Program (HOME) and Neighborhood Stabilization Program (NSP).

The AWARDEE agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection CITY regulations (40 CFR Part 15).

The AWARDEE further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000. The AWARDEE also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XIII – Suspension & Termination

In accordance with 24 CFR § 85.43, suspension or termination may occur if the AWARDEE materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR § 85.44.

If, through any cause, the AWARDEE shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the AWARDEE shall violate any of the covenants, agreements, or stipulations of this Agreement, the CITY shall thereupon have the right to terminate this Agreement upon not less than five (5) days written notice to the AWARDEE of such termination specifying the effective date thereof. In such event, the AWARDEE shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the AWARDEE shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement by the AWARDEE and the CITY may withhold any payments to the AWARDEE for the purpose of setoff until such time as the exact amount of damages due the CITY from the AWARDEE is determined whether by court of competent jurisdiction or otherwise.

Section XIV – Termination for Convenience of the CITY

The CITY may terminate this Agreement for its convenience at any time by giving at least thirty (30) days' notice in writing to the AWARDEE. If the Agreement is terminated by the CITY, as provided herein, the CITY will reimburse the AWARDEE for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the AWARDEE will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of the AWARDEE covered by this Agreement, less payments of compensation previously made. Claims and disputes between the parties will be resolved by binding arbitration held in accordance with the rules of the Judicial Arbitration and Mediation Services, Inc. (JAMS) with the venue for such arbitration to be in Los Angeles County. Any award or judgment rendered pursuant to such arbitration may be entered in any court in Los Angeles County having jurisdiction thereof.

Section XV – Default-Loss of Grant Funds

If the AWARDEE fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of this Agreement, and more particularly if the AWARDEE refuses or fails to proceed with the work with such diligence as will ensure its completion within the time fixed by the schedule set forth in **Exhibit 1 – Project Implementation Timeline** of this Agreement, the AWARDEE shall be in default under this Agreement. If, upon written notice of default given by the CITY to the AWARDEE, the AWARDEE fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the CITY, may terminate and cancel this Agreement upon not less than ten (10) days' notice.

In the event of such termination, all grant funds awarded to the AWARDEE for the PROJECT pursuant to this Agreement shall be immediately revoked and any approvals related to the PROJECT shall be deemed revoked and canceled immediately without further notice. In such

event, the AWARDEE acknowledges and agrees that the AWARDEE will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this Agreement.

Such termination shall not affect or terminate any of the rights of the CITY as against the AWARDEE then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under law and the note and deed of trust (if in effect), including but not limited to a cause of action for specific performance to compel the AWARDEE to complete the PROJECT in accordance with the terms of this Agreement, in a court of equity.

Section XVI – Reporting Responsibilities

The AWARDEE agrees to submit report(s) required by HUD or the CITY to the CITY in a timely manner.

The CITY will send the AWARDEE one reminder notice if the report(s) has not been received within fourteen (14) days after the due date. If the AWARDEE has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate this Agreement. In addition, the AWARDEE agrees to provide the CITY information as required to determine program eligibility and financial records pertinent to the PROJECT.

Section XVII – Inspection, Monitoring & Access to Records

The CITY shall have the right to inspect, monitor, and observe work and services performed by the AWARDEE at the PROJECT at any and all reasonable times upon not less than 24 hours' notice.

The CITY shall have the right to audit the records of the AWARDEE any time during the performance of this Agreement and for a period of five years after final payment is made under this Agreement.

If required, the AWARDEE must provide the CITY with a certified audit of the AWARDEE's records representing the Fiscal Year during which the PROJECT becomes complete whenever the FEE amount listed in SECTION VII equals or exceeds $300,000, pursuant to the requirements of OMB Circular A-133.

The CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives or agents, shall have right to inspect any books, documents, papers, and electronic records of the AWARDEE or its contractors, wherever located, which are directly pertinent to the PROJECT for the purpose of making audit, examination, copies, excerpts, and transcriptions as provided under this Agreement.

Section XVIII – General Conditions

A. All notice or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, by any reputable overnight courier service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; if by reputable overnight courier, on the day of delivery; or, if by registered mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY:	AWARDEE:
Cecil W. Rhambo Jr. City Manager City of Compton 205 South Willowbrook Avenue Compton, CA 90220 Phone: (310) 605-5580	Kamille Nickelson and Ruby J. Howell C/O Luis Paredes w/ CEVAC Facilities Services, Lic #972777 436 E. 59th Street Long Beach, Ca 90805 Phone: (310) 567-1355

B. Title and paragraph headings are merely for convenience and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any exhibits, the terms in this Agreement shall control.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. This Agreement shall be construed under and enforced according to the laws of the State of California.

F. Should any provisions, paragraphs, sentences, words, or phases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of California or under any rule or ordinance of the CITY, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The AWARDEE shall comply with the provisions of the Copeland Anti-Kickback Act (18 U.S.C. 874) and the regulations promulgated by the U.S. Department of Labor in 29 CFR Part 3, as amended.

H. The AWARDEE shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) and the regulations promulgated by the U.S. Department of Labor in 29 CFR Part 5, as amended.

I. The AWARDEE further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this Section XIX in every nonexempt subcontract.

The AWARDEE also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by AWARDEE pursuant to this Agreement shall not be delegated or assigned to any other person or CITY unless the CITY shall first consent to the performance or assignment of such service or any part thereof by another person or CITY.

K. Subject to the provisions of paragraph (J) above, this Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

L. The AWARDEE agrees to indemnify, hold harmless and defend the CITY (with counsel selected by the CITY) and its elected officials, officers, and employees from and against any and all claims, actions, losses, damages, or liabilities arising from the AWARDEE's acts, errors or omissions in connection with the AWARDEE's performance or obligations under this Agreement and for any costs or expenses, including reasonable attorney fees and costs, incurred by the CITY on account of any such claims, actions, losses, damages or liabilities. The AWARDEE shall promptly notify the CITY in writing of the occurrence of any such claims, actions, losses, damages, or liabilities.

M. The AWARDEE and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to State Compensation benefits as an employee of the CITY.

N. Funding for this Agreement is contingent on the availability of funds from HUD under the HOME program and continued authorization for such activities is subject to amendment or termination due to lack of funds, or re-authorization, reduction of funds, and/or change in regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

The City of Compton, a public body, corporate and politic

_____

Cecil W. Rhambo, Jr.,
City Manager **Date**

CEVAC Facilities Services, a California Licensed Contractor

_____

Luis Paredes,
Owner **Date**

Homeowner Acknowledgement

_____

Kamille Nickelson, Homeowner

_____

Ruby J. Howell, Homeowner

ATTEST:

_____

Alita Godwin, City Clerk

(SEAL)

APPROVED AS TO FORM:

_____

Craig J. Cornwell, City Attorney

EXHIBIT 1

PROJECT IMPLEMENTATION TIMELINE
(Subject to change with CITY approval)

Action	Date
1. AWARDEE shall commence Rehabilitation of the subject properties.	Within 20 days following contract approval and signature
2. AWARDEE shall complete the rehabilitation of the property.	Within 120 days of commencing the rehabilitation of the property.
3. Issuance of Certificate of Completion.	Final Certificate of Completion to be issued within forty-five (45) days of completion of construction.
4. Rental Lease-up/Owner Occupancy	Within 20 days following completion of construction.
5. Compliance Monitoring	Will occur annually

EXHIBIT 2

PROJECT BUDGET

The maximum amount of NSP Funds that the CITY will be paying for AWARDEE's rehabilitation costs of repairing the PROPERTY will not exceed of Fifty-nine Thousand six hundred eighty Dollars and No Cents ($59,680.00).

Funds will be provided in the form of a forgivable deferred loan for development of the PROJECT. NSP funds shall be reduced by One Fifteen (1/15) of its original amount (i.e., the sum of $3,978.66) for each year that the AWARDEE operated the Property in compliance with this Agreement. The adjustment described in this paragraph shall occur on July 1 of each calendar year starting upon the completion of the PROJECT.

EXHIBIT 3

HOME RENT RESTRICTIONS

U.S. DEPARTMENT OF HUD
STATE: CALIFORNIA

PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
	---------- 2018 HOME PROGRAM RENTS ----------						
Los Angeles-Long Beach-Glendale, CA HUD Met							
LOW HOME RENT LIMIT	848	909	1091	1260	1406	1551	1695
HIGH HOME RENT LIMIT	1067	1163	1397	1605	1771	1936	2101
For Information Only:							
FAIR MARKET RENT	1067	1284	1663	2231	2467	2837	3207
50% RENT LIMIT	848	909	1091	1260	1406	1551	1695
65% RENT LIMIT	1084	1163	1397	1605	1771	1936	2101

$427,000 Maximum Purchase Price Limit 2018 for a 1-unit property.
CA Los Angeles County Los Angeles-Long Beach-Glendale, CA HUD Metro FMR Area
Effective date 4/1/2018

EXHIBIT 4

HUD INCOME LIMITS
FY 2018-2019 Los Angeles County Income Guidelines*

FY 2018 Income Limit Categories Los Angeles County MFI: $69,300 **Effective April 2018 per the US Department of Housing and Urban Development (HUD)*

Household Size:	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low (30%) Income Limits	20,350	23,250	26,150	29,050	31,400	33,700	36,050	38,350
Very Low (50%) Income Limits	33,950	38,800	43,650	48,450	52,350	56,250	60,100	64,000
HOME Target (60%) Income Limits	40,740	46,560	52,380	58,140	62,820	67,500	72,120	76,800
Low (80%) Income Limits	54,250	62,000	69,750	77,500	83,700	89,900	96,100	102,300
Moderate (120%) Income Limits (NSP)	81,400	93,000	104,650	116,300	125,600	134,900	144,200	153,500

http://www.huduser.org/portal/datasets/NSP.html and *Effective* 04/01/2018
https://www.hudexchange.info/programs/home/home-income-limits/ *Effective* 06/01/2018

EXHIBIT 5

SCOPE OF WORK

Project Definition

Rehabilitation

The list of properties below comprises the NSP properties to be rehabilitated by the contractor, purchased by a low to moderate-income resident.

1. 714 N. Locust Ave. Compton, CA 90221

AWARDEE will provide the necessary rehabilitation to ensure that the form and function of each unit supports the residents and meets local housing codes.

See attached rehabilitation work scope/contract for the individual project

EXHIBIT 6

See attached Construction/Bid Estimates and Proposal

EXHIBIT 7

AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY [INCLUDING RENTAL RESTRICTIONS]

The Affordability covenants will be submitted to the CITY and Buyer of the each property during the opening of escrow for each property & buyer. All covenants will be executed prior to the close of escrow and recorded with the Los Angeles County Recorder's Office after the close of escrow.

714 N LOCUST AVE
COMPTON CA 90221
NICKELSON, KAMILLE

Cevic Services
Luis Paredes

2.3.2 Legalize Family Room Rear Of Dwelling:

Obtain approval and permits from the City Planning Department and Building Department for existing non-permitted family room, 2nd bathroom and closet, security bars located in the rear of dwelling. Contractor shall obtain information as to process and requirements for legalization (i.e., plans, entitlements, specifications, structural engineer observation report. Obtain all required permits and inspections from the City Building Department.

Material $ 4,400 **Labor $** 4,400 **Total $** 8,800

8.3.2 Replace (16) Windows (Existing Opening):

Remove and dispose of the existing (16) window(s) in dwelling. Install new "Jeld-Wen" (V-2500 Series or approved equal) replacement type (retrofit), vinyl, casement, single-hung or sliding, dual glazed, windows, with a U-Factor of 0.32 and Solar Heat Gain of 0.25 (Do not remove stickers until final inspection), to match and insert into the existing openings. Secure the windows in a weather tight manner as required by the 2016 California Building Code and the manufacturer's specifications.

Installation shall include all finishing elements associated with the replacement type windows including shoe mold or other molding material on the interior side of the window frame. If existing, reinstall or replace any trim work, remove and reinstall existing security bars. Repair all interior and exterior surfaces affected by this work and finish to match the surrounding surfaces. The contractor shall verify opening size and color before ordering windows. Installation of new windows shall include the installation of new screens on the windows. The owner shall select and approve the color of the window frame and the grid style prior to the windows being ordered.

Note: Bedroom windows shall meet the minimum emergency escape/exiting requirements as noted in the 2016 California Building Code. Obtain all required permits and inspections from the Building Department.

Material $ 7,240 **Labor $** 5,140 **Total $** 12,380

SUBMITTED: 9/13/16
GRANT DIVISION

16.5 Replace Electrical Wiring Including Service:

Contractor shall remove and dispose of the existing electrical wiring throughout the dwelling and garage. Contractor shall install a new, complete wiring system of the dwelling, garage , including a minimum new 200 Ampere electrical service panel, circuit breakers, label breakers, grounding, wiring, new outlet boxes, outlet within 3 ft of water heater, connectors, receptacles, smoke alarms, carbon monoxide alarms, light switches and cover plates to meet current 2016 California Electrical Code (N.E.C.). Contractor shall include the installation of GFCI outlets or breakers, AFIC outlets or breakers throughout the dwelling and garage as required for a new dwelling in accordance with the 2016 California Electrical Code. Repair any and all wall damage caused by the replacement of the electrical system. Replace any junction boxes as necessary.

An inspection of the electrical wiring shall be conducted by the Building Department prior to installation of drywall. Note that additional drywall may need to be removed in order to complete the electrical work. Contractor shall patch, repair, prep and paint the existing wall areas damaged by the installation of the new electrical outlets. The repairs shall match existing surface conditions. Obtain all required permits and inspections from the City Building Department.

Material $ 6,500 **Labor $** 7,100 **Total $** 13,600

16.8 Install New Exterior Light Fixtures:

Contractor shall install (2) new light fixture at entry door (s), (Max $30.00 allowance per fixture). Contractor shall provide and install all necessary conduit, outlet boxes, switch, cover plates, and fixtures for a completed and functioning installation. The contractor shall provide and install a new light bulb for each fixture. Contractor shall make all connections required to complete the installation in accordance with the 2016 California Electrical Code. Homeowner shall select the style of light fixture and color from samples provided by the contractor. Obtain all required permits and inspections from the City Building Department.

Material $ 100 **Labor $** 100 **Total $** 200

16.13 Replace Interior Light Fixtures:

Remove (2) existing dome light fixture(s) and install (2) new dome fixture(s), (Max allowance $50.00 per fixture).Contractor shall provide and install all necessary conduit, outlet boxes, switch, cover plates, and fixtures for a completed and functional installation. The contractor shall provide and install a new light bulb for each fixture.

Material $ 150 **Labor $** 100 **Total $** 250

15.1.19 Install Exhaust Fan with Humidity Sensor:

Install a humidity sensor exhaust fan and required electrical system in the (2) bathroom(s) per code. Install NuTone "QTXEN Series" (or approved equal) exhaust fan. The exhaust fan shall be ENERGY STAR compliant, duct to terminate outside the building. The point of discharge shall be at least 3 feet from any opening which allows air entry into occupied portions of the building. Humidity controls shall be capable of adjustment between relative humidity ranges of $\leq$ 50 percent to maximum of 80 percent. A humidity control may utilize manual or automatic means of adjustment. A humidity control may be a separate component to the exhaust fan and is not required to be integral (i.e., built-in).The contractor shall repair any damage caused to existing finishing elements.

Material $ 700 **Labor $** 700 **Total $** 1,400

15.2.27 Replace Interior Water Piping (Re-Pipe — Copper):

Remove and dispose of all existing hot and cold water supply lines within the dwelling. Install new type "M" copper hot and cold water supply lines from the main entry point to dwelling to all interior fixtures including, but not limited to, the backyard hose bib, kitchen sink, bath tub/shower, bath sinks, toilets, laundry, and water heater.

Installation shall include replacement of all existing under-floor hot and cold supply lines, all hot and cold vertical risers, inclusive of all concealed runs- both vertical and horizontal, supports, diverters, unions, elbows, valves and associated connections, all piping to existing fixtures (inclusive of water heater). The size and installation of the plumbing lines shall comply with 2016 California Plumbing Code, current edition. The contractor shall be responsible for patching plaster to a smooth, flush paint ready condition, paint to match existing surface conditions, repairing and/or correcting any damage caused to the walls, ceilings, floor, etc. resulting from the replacement of the water lines. All finishing elements shall be left in a completed state to match the existing surfaces. Obtain all required permits and inspections from the City Building Department.

Material $ 4,500 **Labor $** 5,000 **Total $** 9,500

356. Roto Clean Drains:

Roto root existing drain lines from all fixtures and cleanouts to City main line using approve power auger equipment to clean roots and settled debris. Furnish receipt to owner for proof of cleaning record. Any breakage or damage to drain line resulting from contractors/plumbers work shall be Contractors responsibility to repair drain line at no additional cost to the City or the owner. Obtain all required permits and inspections from the City Building Department.

Material $ 450 **Labor $** 400 **Total $** 850

Install Metal Duct For Range Hood Fan:

Provide and install metal duct for range hood fan. Duct to vent to exterior of house per code.

Material $ 150 **Labor $** 300 **Total $** 450

15.2.26 Replace Main Water Service Line:

Contractor shall supply materials and labor to remove the existing water service piping from the water meter to the point of connection at the existing house location. Provide and install new minimum 1", Type "k" copper water service piping and fittings from the existing water meter to the main building water pipe. The size and installation of the plumbing lines shall comply with the local plumbing code, 2016 California Plumbing Code, current edition.

Include new gate valve, pressure regulator, union, and gate valve to be located in assessable location. Install a dielectric connection between the galvanized piping and the new copper piping. Install a new electrical grounding connection from the existing galvanized/copper piping to new driven ground, in accordance with the 2016 California Electrical Code, adjacent to the connection of the new piping and the existing water supply piping. The contractor shall be responsible for digging trench and filling trench upon installation of new line. Contractor shall replace and restore to original condition any damage to the concrete or landscaping shall be repaired, replaced to match condition prior to work being done. Obtain permits, specifications and required inspections from the City Water Department, and the Building Department. The contractor shall be responsible for coordinating will utility company as necessary.

Material $ 700 **Labor $** 2,000 **Total** 2,700

Install Laundry Standpipe (New):

Install standpipe for washing machine waste water per code .Installation to be 1½" copper or PVC with anti-siphon trap and required fittings per plumbing code.

Material $ 100 **Labor $** 200 **Total** 300

15.2.21 Install New Water Heater:

Furnish and install a new "Energy Star" Rheem Performance Plus 40 gal. 9 years 40,000 BTU Natural Gas Tank Water Heater (or approved equal) ,delivers minimum 77 gallon in the first hours water heater (water heater to be relocated to exterior of Dwelling), including plug outlet within 3 ft of water heater, including code complying venting, T&P valve with metal discharge line. Provide new gas (code rotor) and water valve, (ball Valve) new copper supply lines and insulating wrap all per code. Provide a pressure relief valve (discharge line must lead to house exterior, crawlspace not included). Strap the water heater to framing (upper 1/3 and lower 1/3). All water piping to be copper. Repair all holes and surfaces affected. Cap all unused lines at the source (per 2016 California Plumbing Code), and out of sight. Install a new water heater blanket on the water heater. The unit shall have the Energy Star logo. Installation of new water heater in garage shall include the installation of a new 18" high platform to support the weight of the water heater, bollard post maybe required. Bond any metal piping system capable of becoming energized, including hot & cold water & gas (per 2016 California Electrical Code). Obtain all required permits and inspections from the City Building Department.

Material $ 1,300 **Labor $** 700 **Total $** 2,000

424 New Water Heater Enclosures:

Provide and install existing water heater on raised 3" concrete pad. Install new painted steel factory made enclosure. Include venting T&P with discharge, concealed plumbing with valves, strap to structure and insulating wrap and all per code. All water piping to be copper, gas piping to meet all plumbing code requirements, repair and touchup all affected surface.

Material $ 150 **Labor $** 150 **Total $** 300

7.2.3 Rafter Eave Vent Screens:

Install new __" x __" rafter eave vent screen covers to match existing opening, over the existing damage, missing rafter eave vents on the house and the garage. Caulk and seal all exposed edges of the new vent screens to prevent the entry of water, fowl, rodents and insects. Prep and paint with a complete exterior primer, followed with exterior industrial low-maintenance enamel semi-gloss paint "Dunn-Edwards" (or approved equal)

Material $ 250 **Labor $** 300 **Total $** 550

7.4.1 Replace Foundation Vent Screens:

Install new __"x__" foundation vent screens to match existing opening, over the existing, missing, damage foundation vent screens. Caulk and seal all exposed edges to prevent the intrusion of water, rodents and inspects. Prep and paint with a complete exterior primer, followed with exterior industrial low-maintenance enamel semi-gloss paint "Dunn-Edwards" (or approved equal). Color to match adjacent surface.

Material $ 200 ***Labor $*** 200 ***Total $*** 400

5.1.1 Install New Wrought Iron Hand Railing:

Install (3) new wrought iron hand railing along exterior steps in accordance with the California Building Code. Wrought iron railing shall be primed with Dunn Edwards BLOC-RUST® Red Oxide Alkyd Rust Preventative Primer (or approved equal) and painted with Dunn-Edwards Rust Preventative Alkyd Semi-Gloss Enamel (or approved equal). Apply as per manufacturer recommendations. Owner shall select color from samples provided by contractor prior to the installation.

Material $ 1,650 **Labor $** 1,650 **Total $** 3,300

9.4.4 Stucco Repair at Foundation:

Contractor shall trench down approximately 3" below grade adjacent to the building(s) to expose all stucco and to ensure appropriate coverage. Contractor shall wet blast the existing stucco wall surface from ground level up two feet to remove all algae. Apply algae killer to prevent the return of algae on the wall surface. Make all necessary repairs to the existing stucco surface using stucco patch, to include installing wire mesh as required. Patch and prep the surface areas to receive new color coat and texture to match the existing stucco. **NOTE:** If any structural damage is discovered during the work to prepare the work surface, submit an addendum describing the extent of damage and costs to correct to current California Building Code standards.

Material $ 200 **Labor $** 500 **Total** 700

9.1.3 Paint Exterior Wood Fascia Trim:

Power wash, scrape, sand, and patch all exterior wood fascia trim, found on the dwelling, garage. Pull all nails and tacks that are found. Replace all dry rotted or damaged wood prior to painting. Remove all loose peeling paint, dirt, dust etc Prep and paint all wood surfaces with a complete exterior primer coat followed with two (2) coats of exterior 100% acrylic semi-gloss enamel exterior paint (Dunn Edwards or approved equal) to obtain a complete and even coverage of all painted surfaces. Caulk all required areas. Clean all over-spray. The property owner shall select color from samples provided by the contractor. All painting work shall comply with State lead paint requirements and the Lead Based Paint Survey p r e p a r e d b y

Note: Items noted in this work write up that include painting as part of the repair (i.e. under roof repair such as the fascia and starter board replacement) shall only be painted once and should be accounted for in that specific line item.

9Material $ 1,000 **Labor $** 1,000 **Total $** 2,000

Contractors must adhere to following:

Description of work

Contractor shall furnish all labor, materials, equipment, tools and services to perform all work described within the Contractor's proposal.

Permits and codes

Contractor agrees to secure and pay for all necessary permits required for Contractor's performance and to adhere to current applicable local. State, and federal codes and requirements of the City of Compton, whether or not covered by the specifications and drawings for the work. All work shall comply with current applicable Codes, Ordinances and the City of Compton Municipal Code. **Permits must be obtained prior to beginning any work.**

Total Cost:

Material Cost $ 29,740

Labor Cost $ 29,940

Subtotal $ 59,680

Total Cost of Project $ 59,680.00

JOHN ROBINSON Consulting, Inc.

City of Colton - Recycled Water Feasibility Study

Not-to-Exceed Fee

1/10/2019

Task	Project Tasks	John Robinson Project Manager	Recycled Water Feasibility Study	Phong Tran and Adam Roesch Mapping	Joe Walters QA/QC	Total Hours	Total Labor	ODCs	TOTAL FEES
		$150	$180	$98	$150				
PART I - PROJECT MANAGMEENT AND COORDINATION									
A.	**PROJECT MANAGEMENT**								
	Kick-off Meeting	6	6		6	18	$2,880		$2,880
B.	**PROJECT COORINATION**								
	Progress Meetings - with City Staff (assume five (5) one-hour meetings, prep, and follow-up)	20	8			28	$4,440	$100	$4,540
C.	**PUBLIC PROCESS**								
	City Council presentation (assume two (2) 2-hour meeting, prep, and follow-up)	4		8		12	$1,384	$100	$1,484
	Agencies Meetings (assume three (3) one-hour meetings, prep, and follow-up) with West Basin MWD, Central Basin MWD and LACSD	8	8			16	$2,640	$100	$2,740
	PART I - SUBTOTAL	**38**	**22**	**8**	**6**	**74**	**$11,344**	**$300**	**$11,644**
PART II- PREPARATION OF FACILITIES PLANNING FEASIBILITY STUDY									
A.	**MARKET ASSESSMENT**								
	A.1 - Recycled Water Source Evaluation	20				20	$3,000		$3,000
	A.2 - Recycled Water Demand Evaluation [1]	20				20	$3,000		$3,000
B.	**EVALUATE AND IDENTIFY FUTURE RW SYSTEM INFRASTRUCTURE REQ.**								
	B.1 - Recycled Water System Evaluation	24	8		4	36	$5,640		$5,640
C.	**ALTERNATIVE ANALYSIS AND RECOMMENDED PROJECT**								
	C.1 - Distribution System Opportunities	20	10			30	$4,800		$4,800
D.	**IMPLEMENTATION / FINANCING PLAN**								
	D.1 - Ordered List of Project by Priority	16	8			24	$3,840		$3,840
	D.2 - Preliminary Costs for Design and Construction by Project	16	8			24	$3,840		$3,840
	D.3 - Preliminary Costs for Administration, Maintenance and Ownership	8				8	$1,200		$1,200
	D.4 - Identification of Funding Sources and Opportunities	8				8	$1,200		$1,200
E.	**REPORT PREPARATION**								
	E.1 - Prepare Feasibility Study	20		24	8	52	$6,552	$500	$7,052
	PART II - SUBTOTAL	**152**	**34**	**24**	**12**	**222**	**$33,072**	**$500**	**$33,572**
	Total Hours and Fee	**190**	**56**	**32**	**18**	**296**	**$44,416**	**$800**	**$45,216**
	Total Not-to-Exceed Fee								**$45,216**

(1) Assumes Customer Surveys only on potential customers with a high probability of connection (25 customers)

John Robinson Consulting, Inc.

1055 East Colorado Blvd., Suite 500
Pasadena, CA 91106
Telephone: (626) 375-9389
E-mail: jrobinson@johnrobinsonconsulting.com
www.johnrobinsonconsulting.com

January 1, 2019 through December 31, 2019

Hourly Charge Rate and Expense Reimbursement Schedule (1)

John Robinson, Principal	$150/hour
Thomas Holliman, Principal Planner	$180/hour
Joe Walters, QA/QC Manager	$150/hour
Phong Tran, Engineer	$98/hour
Adam Roesch, Engineer	$135/hour

(1) Subcontractors are at cost and no markup will be applied

Reimbursable In-House Costs

Photo Copies	$ 0.15/each
Blueprints	$ 0.50/S.F.
Vehicle mileage, between engineer's office and project site and/or client offices, will be billed at IRS approved mileage rate	$ 0.58/mile

Other Reimbursables

Reproduction, special photograph, printing, and any other services performed by subcontractor will be billed at	cost
Postage Delivery Service, Express Mail cost	cost

NOTE: All rates listed above are effective until December 31, 2019

JOHN ROBINSON Consulting, Inc.

March 12, 2019

TO: **HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR JOHN ROBINSON CONSULTING INC. FOR ENGINEERING SERVICES FOR THE PREPARATION OF A RECYCLED WATER FEASIBILITY STUDY ($45,216.00).**

SUMMARY

The adoption of this resolution will authorize the City Manager to enter into a professional services agreement with and establish a purchase order in the amount of Forty-Five Thousand, Two Hundred Sixteen Dollars and Zero Cents ($45,216.00) for John Robinson Consulting Inc. for engineering services for the preparation of a Recycled Water Feasibility Study.

BACKGROUND

The Compton Municipal Water Department ("Water Department") is an Urban Retail Water Supplier providing water services to approximately 80% of the incorporated City limits. The water system consists of approximately one hundred and fifty-six (156) miles of water mains, one thousand (1,000) fire hydrants, one thousand (1,000) valves, eight (8) water wells, two (2) water storage tank locations with five (5) storage tanks total and one (1) booster pump station. The Water Department produces and supplies approximately 7,500 acre-feet of water per year. The Water Department has a pumping right of 5,780 acre-feet per year, therefore the difference of 1,720 acre-feet needs to be made up from leases of additional groundwater rights when available or the purchase of imported water.

STATEMENT OF THE ISSUE

The Water Department is looking to evaluate other water supply portfolio options for irrigation water supply in lieu of potable water. The Recycled Water Feasibility Study will evaluate potential customers for recycled water supply for irrigation purposes and what facilities will be required to supply recycled water to these customers.

A Request for Proposals was advertised on December 10, 2018 and proposals were solicited from nine (9) Consulting Firms experienced in this type of engagement. A Pre-

Proposal meeting was held on December 20, 2018, where seven (7) firms attended. On January 10, 2019, proposals were received from three (3) consulting firms.
Proposals were independently evaluated and scored on six (6) criteria, with a scoring of 1-10 and each criteria with a percentage weighting;

- Proposed Scope of Work and Project approach 30 %.
- Plan for managing the work rate, project management methods 20%.
- Project experience and staff qualifications 15%.
- Proposed schedule 15%.
- Overall quality of proposal 10%.
- Cost proposal 10%.

The Ranking Scores are as follows:

- John Robinson Consulting Inc. 26.18
- AKM Consulting Engineers 25.6
- Stetson Engineers Inc. 24.07

ALTERNATIVE

None proposed.

FISCAL IMPACT

The proposed cost to prepare a Recycled Water Feasibility Study is $45,216.00.

The 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 (Special Department Expense).

RECOMMENDATION

It is staff's 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 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR JOHN ROBINSON CONSULTING INC. FOR ENGINEERING SERVICES FOR THE PREPARATION OF A RECYCLED WATER FEASIBILITY STUDY ($45,216.00).

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

WHEREAS, the Water Department produces and supplies approximately 7,500 acre-feet of water per year; and

WHEREAS, the Water Department has a pumping right of 5,780 acre-feet per year which leaves a difference of 1,720 acre-feet that needs to be made up from leases of additional groundwater rights when available or the purchase of imported water; and

WHEREAS, the Water Department is looking to evaluate other water supply portfolio options for irrigation water supply in lieu of potable water through a Feasibility Study for the potential use of recycled water; and

WHEREAS, the Recycled Water Feasibility Study will evaluate potential customers for recycled water supply for irrigation purposes and what facilities will be required to supply recycled water to these customers; and

WHEREAS, on December 10, 2018, staff released a Request for Proposals ("RFP") for this project to secure a qualified consultant and on January 10, 2019, a total of three (3) proposals were received and scored:

	VENDOR	**RANKING SCORE**
1.	John Robinson Consulting Inc.	26.18
2.	AKM Consulting Engineers	25.6
3.	Stetson Engineers Inc.	24.07

WHEREAS, the proposals were evaluated and scored by staff and it was determined that John Robinson Consulting Inc. received the highest rated proposal score and had a Rate Schedule in line for services that were in the best interest of the City; and

WHEREAS, the 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.

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

SECTION 1. That the proposal of John Robinson Consulting Inc., in the amount of Forty-Five Thousand, Two Hundred Sixteen dollars ($45,216.00), for engineering services for the preparation of a Recycled Water Feasibility Study is hereby accepted and all others proposals are rejected.

SECTION 2. That the City Manager, with the advice and approval of the City Attorney, is hereby authorized to enter into a professional services agreement with John Robinson Consulting Inc. for engineering services for the preparation of a Recycled Water Feasibility Study in the amount of $45,216.00.

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 a purchase order in the amount of Forty-Five Thousand, Two Hundred Sixteen Dollars and Zero Cents ($45,216.00) is hereby authorized to be established for John Robinson Consulting Inc. for engineering services for the preparation of a Recycled Water Feasibility Study.

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

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

ADOPTED this _____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita 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

JOHN ROBINSON Consulting, Inc.

January 10, 2019

Mr. Brian A. Dickinson
General Manager
City of Compton, Municipal Water Department
205 S. Willowbrook Avenue
Compton, CA 90220

Subject: Request for Proposal - Recycled Water Feasibility Study

Dear Mr. Dickinson,

The John Robinson Consulting, Inc. (JRC) Team is pleased to submit this proposal to prepare the City's Recycled Water Feasibility Study. We understand the importance of developing affordable, attainable infrastructure solutions while maximizing the potential of the City's recycled water supply. To accomplish this, the City needs a team of professionals that is experienced in recycled water master planning, knows how to validate recycled water demand and user acceptance; a team familiar with all recycled water sources, local and state regulatory agencies and knows how to attain funding and implement comprehensive master plans. Selecting the JRC Team provides the City with the following benefits:

A Local, Responsive Team

Our carefully selected team provides the City with personnel that are close in proximity to its operations and have the local experience needed to ensure the Recycled Water Feasibility Study is successfully completed on time and within budget. John Robinson the Principal of the JRC Team is located less than 60 minutes from the City. Because of the proximity of our team, we offer the City fast and efficient response to all requests.

Our Familiarity with Regional Agencies and Funding Options

Our team has worked with numerous agencies that could play a role in the development of the City's recycled water master plan, including the Regional Water Quality Control Board – Los Angeles Region, State Water Resources Control Board Division of Drinking Water, Los Angeles County Department of Public Health, Los Angeles County Sanitation District, Central Basin Municipal Water District and West Basin Municipal Water District. The JRC Team has helped numerous communities obtain over $182M in funding needed to implement their recycled water plans.

A Proven Track Record of Success

We are experienced in all aspects of recycled water master planning. Our team can provide the City the necessary support to obtain funding and successfully implement the recommendations made in the Recycled Water Feasibility. The JRC Team has provided similar services to numerous regional agencies such as: Irvine Ranch Water District, Mesa Water District, Upper San Gabriel Valley Municipal Water District, Inland Empire Utilities Agency, Central Basin

Municipal Water District, Castaic Lake Water Agency and the Cities of Los Angeles, Oxnard, Lompoc, Fontana, Upland, Santa Ana, San Juan Capistrano and Ontario.

Unique combination of Public and Private Recycled Water Planning Experience

For this project we have assembled a team of experts with over 100 years of combined experience in recycled water systems. Project Manager, John Robinson, is regarded as an expert in recycled water program development, is on the WateReuse Association Board of Director and has been working for Central Basin MWD, Los Angeles County Sanitation District and West Basin MWD since 1993. Our team has a unique combination of public and private experience through our work as consultants and recycled water agency managers.

Acknowledgements

- We acknowledge that we have thoroughly examined and accept the Terms and Conditions of RFP. Further that the TRHA Team represents that we are capable of effectively and efficiently performing quality work to achieve the City's objectives.

- When selected we will enter into an Agreement with City as shown in Attachment 2: Standard Agreement, to the RFP. We take no exceptions to the terms of the sample agreement.

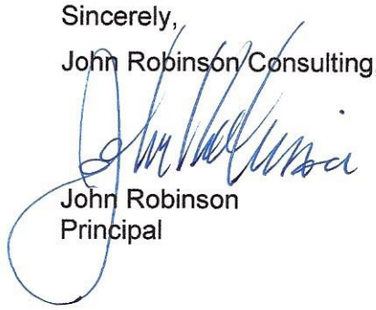
- Our proposal is valid for 120 days from the date of this letter.

- Regarding the use of subconsultants - for this project John Robinson Consulting, Inc. will function as the prime consultant. Tom Holliman with T.R. Holliman and Associates, Inc. and SA Associates, will be subconsultants. We acknowledge that the City intends to contract with a single firm and not with multiple firms doing business as a joint venture. With our submittal JRC offers the City its assurances of the ability of our subconsultants to perform their work in a professional and competent manner. We also provide our assurances that we have the demonstrated ability to manage and supervise the subcontracted work. We acknowledge that the subconsultants on the JRC team will not be allowed to further subcontract with others for work under the Agreement. We recognize and accept that the provisions of the Agreement will apply to our subconsultants in the same manner as they will apply to JRC, as the "Proposer" under the terms of the RFP.

We are confident that our talented team will prepare this recycled water master plan with the utmost quality and service. Should there be any questions, please feel free to contact me, Project Manager and designated point of contact, at (626) 375-9389 or at jrobinson@johnrobinsonconsulting.com. We have authorized John Robinson to make legally binding commitments for John Robison Consulting, Inc. a California Corporation.

Sincerely,

John Robinson Consulting, Inc.



John Robinson
Principal

TABLE OF CONTENTS

Sections based on Request for Proposal — **Page**

Letter of Transmittal	- 1 -
Table of Content	- 3 -
1. Executive Summary	- 5 -
2. Qualifications of Persons to be Assigned to Compton	- 8 -
3. List of References	- 10 -
4. List of Contracts in Compton	- 15 -
5. Fee Proposal (Under Separate Cover)	- 15 -
6. List of Outside Funding Sources Obtained	- 15 -
7. Firm's Understanding of the City's Needs and Scope of Service Summary	- 17 -
8. Limit of General Liability and Professional Liability Insurance	- 27 -
9. Name and Qualifications of Subcontractors	- 27 -
10. General Company Information	- 27 -
Key Personnel Resumes	- 28 to 35 -

Section 1 – Executive Summary

Introduction to the JRC Team

To provide the City with a team that will focus on integrity, intensity, and results, we have assembled a team of experts in recycled water planning, design, construction, operations, administration, permitting, and regulatory compliance. The JRC team is comprised of four specialized firms with a over 50 years of combined experience in recycled water:

- John Robinson
  John Robinson Consulting, Inc.
- Thomas R. Holliman, PE,
  T.R. Holliman and Associates
- Joe Walters
  Purple Pipe Consultants
- Phong Tran and Adam Roesch
  SA Associates

Within this section we provide an exuecutive summary to the JRC team, which includes our experience and expertise in recycled water master planning and feasibility studies, references, and proposed project team.

Instead of a pool of senior and mostly junior engineers with limited specific recycled water experience, the JRC Team provides an expert panel that can bring their collective experience to bear on the City's Recycled Water Feasibility and create a realistic plan, providing a blueprint that can actually be implemented. This "business plan" approach will reflect both the economics and technical analysis needed for a successful master plan and also the political realities of implementing an expanded recycled water program in an established agency. We bring the collective experiences of dozens of agencies to ensure that the City's recycled water master plan reflects a solid proven plan.

Local Resources and Knowledge

The JRC Team's past success has been built on projects exclusively within Southern California. Because of the firm's long history of service to municipal water and wastewater business in Southern California, we recognize that the State of California has a heightened awareness of the environment and has implemented the necessary regulations to create a healthy balance between nature and industry. In response, we have developed and honed competencies in the environmental service sector to help our clients meet the rigorous regulations California has adopted. While providing these services, JRC has worked extensively with regional regulatory agencies, including the Regional Water Quality Control Board – Los Angeles Region the State Water Resources Control Board Division of Drinking Water and County of Los Angeles Department of Public Health.

Experience and Expertise in Recycled Water Master Planning and Feasibility Studies

We have been performing recycled water services in Southern California for 40 years. Our proposed project staff was carefully selected due to their experience with master planning and recycled water systems.

From market assessments through feasibility studies to the development of comprehensive facility master plans, design and construction of recycled water infrastructure, our team offers unparalleled local experience in the development of recycled water projects. We understand the importance of recycled water as a critical component of Southern California's water supply.

We have successfully implemented numerous recycled feasibility and planning projects similar in complexity to the City's Recycled Water Feasibility Study. While we have the technical expertise to perform all of the requested services, a key factor that differentiates us from our competitors is the fact that our team members have also managed recycled water programs for cities, and Special Districts, giving us a clear understanding from both sides of the Project Consultant and Owner.

Our team members have managed recycled water programs for City and Special Districts in Southern California giving us a unique Consultant and Owner perspective

The Right People for the Project

JRC and our clients have enjoyed success in the implementation and long-term operation of recycled water projects as the result of following an approach that utilizes the right people for the right job.

We have the recycled water expertise to perform all of the requested services as stated in the scope of work. Our expertise extends past the items detailed in the City's scope of work, allowing us to offer a comprehensive range of services during its Recycled Water Feaibility Study.

A successful recycled water master plan must be built from a base of verified customers who have signed a letter of intent to use recycled water when available

Our team is particularly skilled in the fields of recycled water planning, design, and construction. Brief highlights of JRC's qualifications in the professional service areas impacting the City's Recycled Water Feasibility Study are described in this section.

Developing Large-scale, Comprehensive Master Plans and Feasibility Studies

Our ability to assist our clients in successfully implementing their master plans and feasibility studies distinguishes us from our competitors. Our master plans do not collect dust on bookshelves. They are put into implementation by our clients because our plans identify real recycled water demands and distribution options, arrive at the most cost-effective infrastructure solutions to serve those demands, and provide a phased approach to infrastructure implementation.

We are experienced in each integral phase of master planning efforts from review and analysis to funding and implementation. We are fully qualified to provide all of the required professional services for the City's Recycled Water Master Plan.

The JRC Team has successfully completed several comprehensive master plans/feasibility studies and onsite conversion projects throughout Southern California. These projects include recycled water for agencies such as:

- West Basin Municipal Water District (West Basin)
- City of Signal Hill
- Inland Empire Utilities Agency (IEUA)
- Long Beach Water Department (LBWD)
- Central Basin Municipal Water District (CBMWD)
- Castaic Lake Water Agency
- Rincon del Diablo Municipal Water District
- Cities of Fontana, Santa Ana, Ontario, and Oxnard.

Our feasibility studies have served as the framework for our clients' Capital Improvement Programs (CIPs). Clients have implemented our recommendations because they are designed to be practical, cost-effective, and address the key concerns of the involved stakeholders, as well as innovative engineering solutions.

Implementation of Recycled Water Systems

JRC has the recycled water implementation experience to develop appropriate recycled water master planning solutions for the City. We have designed numerous customer conversions from potable to recycled water. Our team has been involved in over 800 customer conversions from potable to recycled water. These include:

- 200 elementary schools
- 40 junior high schools
- 50 high schools
- 250 parks
- 14 homeowner assocations
- three oil refineries
- the first commercial laundry in California
- paper mills
- power plants
- industrial facilities, and
- hundreds of other irrigation customers.

Recycled Water Regulatory Issues

The JRC Team recognizes that the implementation of recycled water projects will need to comply with a variety of local, state, and federal regulations. We understand that assisting our clients in regulatory issues under tough permitting constraints has contributed to the success of our recycled water projects. Our extensive experience with the State Water Resources Control Board Divison of Drinking Water (DDW), Regional Water Quality Control Board (RWQCB) and County of Los Angeles Department of Public Health (LACDPH) have increased our understanding of the involved processes, enabling us to provide sound guidance to our clients.

JRC's recent experience working with regulatory agencies includes coordinating with the DDW and the LACDPH to successfully implement over 400 recycled water customer retrofits for West Basin Municipal Water District, CBMWD, USGVMWD, and IEUA as well as working with DDW and OCHCA to convert The Enclave for Irvine Ranch Apartment Communities within Mesa Water service area on the GAP system as well as Royalty Carpets within Irvine Ranch Water District which was a 256 acre-foot per year demand and 2nd largest within IRWD to be removed from potable water to recycled water while obtaining $223,000 from Metropolitan Water District via their On-Site Recycled Water Retrofit Grant Program.

Recycled Water Funding

JRC has helped numerous Southern California cities, municipalities, and special districts to obtain millions of dollars in funding needed to implement their recycled water plans. We are able to successfully obtain funding due to our frequent experience with regional recycled water projects. We recently procured $26.5M in funding for USGVMWD, where we assisted in State Revolving Fund (SRF) grant and loan application. Potential sources of funding include:

- State Water Resources Control Board – Proposition 1 (construction and construction management only)
- Department of Water Resources – Proposition 1 (planning, design, construction, and construction management)
- Metropolitan Water District – Local Resource Project (recycled water sales)
- Metropolitan Water District – Recycled Water Customer Retrofit
- US Bureau of Reclamation – Title XVI (planning, design, construction, and construction management)
- US Army Corps of Engineers
- US EPA WIFIA Program

JRC will evaluate financing opportunities, such as grants, loans, user fees and recycled water rate increase and we'll

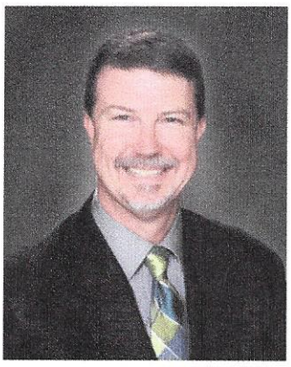
provide a financial analysis based on the recommended maintenance level, operating expenses and planning level cost. JRC will identify outside funding sources based on the nature of the projects. Specific funding sources will be explored, such as State Revolving Fund (SRF), federal and state grant monies, stimulus funds, and local funding from MWD.

Section 2 – Qualifications of Persons to Be Assigned to Compton

The JRC Team

We believe the most important aspect of any project is creating a team that involves the right people. We are professionals who are practiced in performing the requested services, experienced in their proposed role, and willing and readily available to perform the work requested.

Short biographies for the JRC Team are are below. Full resumes are included in the appendices.



With a combined experience of over 50 years of recycled water experience both in the private sector and managing and building recycled water programs in the public sector we believe that we can provide the City with an exceptional master plan. ***John Robinson, Project Manager***

John Robinson was chosen as Principal Planner due to his 20 years of environmental engineering experience focused exclusively on water reclamation and wastewater master planning projects and engineering for municipalities in California and Arizona. He has been involved in feasibility/master studies and planning, technology evaluation and recommendations, preparation of study and design reports, as well as process and mechanical design for new water reclamation and wastewater facilities and expansion of existing facilities. He has provided reclamation system computer hydraulic modeling, and has been intimately involved with regulatory agencies with permitting jurisdiction over recycled water projects.

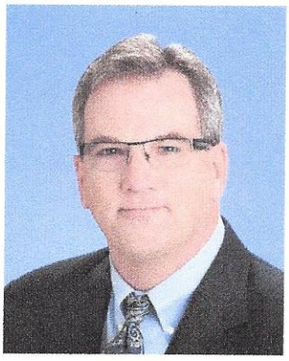
During his career he has completed over 550 recycled water customer conversions (i.e. water through the meter) as well as completing and additional 2,000 recycled water customer conversion assessments. He specializes in assisting clients with identifying and assessing customers, evaluating potential non-potable reuse system components as well as managing the customer development for all customer conversions; developing recycled water conversion plans working with customers and developed conversion construction costs. John has developing and conducted training seminars for both client staff as well as end use customers. He is particularly adept at working closely with SWRCB DDW and OCHCA for coordination of site issues and approvals and understands how to make the regulatory approval process go smoothly.

Thomas Holliman, PE, Principal Planner

Thomas Holliman was chosen as Project Manager because he has over forty (40) years of professional experience in the planning, design, and operations of major recycled water, potable water, and sewer facilities throughout Southern California. Mr. Holliman is a recognized expert in California for recycled water/non-potable systems. In addition to receiving several

WateReuse Association awards for special projects of merit, Tom was instrumental in the development of the color "purple" as the identifier for non-potable systems which has become the national and international designation for recycled/non-potable facilities.

He previously served as Director of Engineering/Planning for the Long Beach Water Department, District Engineer/Assistant General Manager for the Water Replenishment District of Southern California, and recently Engineering and Operations Manager for the East Valley Water District. Mr. Holliman has also held senior technical and management positions in private consulting firms. He is accomplished in all facets of agency administrative functions from development of agency budgets, developing RFP's for major capital projects, and working closely with elected and appointed agency Board of Directors.



Joe Walters, Quality Control and Quality Assurance

Mr. Walters has been responsible for conversion of over one hundred customer sites including, plan development and review, cross connection testing, and construction inspection. He managed multiple consultant teams for 10 years, and developed project specific master plans to focus on opportunities within and outside West Basin Municipal Water District (West Basin) service area where he served as Recycled Water Program Manager for 16 years. He managed the West Basin Recycled Master Planning efforts in FY2000, FY2009 CIMP, and FY2014. Joe directed West Basin's Clean Water State Revolving Fund (CWSRF) application ($27M) and Proposition 84 Round 3 project management ($611K). He provided contract negotiations for industrial users including Tesoro Refinery, Toyota, and Honda North American Headquarters.

Joe has been working with John for over 12 years on all aspects of recycled water development and implementation.

Phong Tran and Adam Roesch, Project Engineers

Phong Tran and Adam Roesch were chosen as Project Engineers to assist John and Tom with the Recycled Water Feasibility Study.

Mr. Tran is an engineering assistant who recently graduation with the Civil Engineering degree with an emphasis in hydraulic and traffic engineering. He is well versed in the use of AutoCAD and GIS software. He has gained valuable experience by assisting the senior engineers with design calculations and researching information. He is participating in the assembly of proposals and statements of qualifications. He has worked on various projects, including water mains, storm, & street projects

Mr. Roesch serves as an assistant engineer for various projects, including water main, wells, sewer, storm, & street projects. Due to his knowledge of engineering principles, Mr. Roesch provides valuable engineering assistance to SA Associates. Also, due to his past and part-time experience in environmental engineering/water quality, Mr. Roesch provides valuable technical assistance, especially in areas related to NPDES permitting.

Section 3 - Relevant Project Experience and List of References

Our project experience can be found on the following pages. We have selected the following reference recycled water projects to illustrate the extent of our experience providing recycled water feasibility study and master planning. Per the City's request, we have provided client references for four of these projects.

Inland Empire Utilities Agency, Chino, CA

Reference
Sylvie Lee, Manager of Planning
Inland Empire Utilities Agency (IEUA)
6075 Kimball Avenue, Chino, CA 91708
(909) 993-1646
slee@ieua.org

Project Team - John Robinson

Summary

The ProjectTeam led by John Robinson developed IEUA's Recycled Water Implementation Plan. We developed the overall project approach and methodology, coordinated project tasks with IEUA, and provided the technical content of the report. As part of the approach, our team developed a 10-year implementation plan based on hydraulic modeling performed in InfoWater.

The IEUA service area encompasses 242 square miles in the southwestern corner of San Bernardino County and is projected to develop significantly in the next 25 years. The Recycled Water Implementation Plan provides an overview of IEUA's recycled water supplies, existing and estimated recycled water demands, and a recommended regional backbone system to distribute recycled water throughout the service area.

The proposed backbone system is sized for build-out demand conditions and delivers recycled water to all of IEUA's member agencies and selected based on life-cycle cost evaluations. The proposed system goal was to serve the maximum amount of potential recycled water customers while meeting the pressure criteria, and selecting the most cost-effective alignments by avoiding significant utility conflicts where possible.

The number of recycled water customers in this area is estimated to increase from 100 to over 2,000 users in 25 years, resulting in a recycled water demand increase from 7,900 acre-feet/year to 93,000 acre-feet/year. The proposed system consists of seven pressure zones, 110 MG of reservoir storage, equalization storage at the five regional plants, 13 booster stations with a combined capacity of 145 mgd (nearly 15,000 hp) and 35 regional pipeline projects totaling 92 miles and ranging from 12 to 60 inches in diameter. The 10-year implementation plan includes a seven-phase program with capital costs of $200M. The capital cost of the CIP through build-out is $325M.

In addition to the implementation plan, the ProjectTeam was selected to design four pipelines, pump station and reservoir projects. The design component was later expanded to six design projects and program management services, including development of a customer geodatabase. The project work required a strong client/consultant partnership to develop a

plan for the system as well as detailed designs of several major backbone facilities, which were to run in heavily populated/developed areas. Thorough knowledge of recycled water customer physical locations and their demands were also required. The IEUA service area includes the Cities of Rancho Cucamonga, Ontario, and Montclair, California.

Upper San Gabriel Valley Municipal Water District, El Monte, CA

Reference

Evelyn Rodriguez, Chief Financial Officer

Upper San Gabriel Valley Municipal Water District

11310 Valley Blvd, El Monte, CA 91731

(626) 443-2297

evelyn@usgvmwd.org

Project Team - John Robinson

Summary

The Project Team led by John Robinson prepared a Recycled Water Master Plan for the CBMWD, the San Gabriel Valley Municipal Water District (SGVMWD), and the USGVMWD, covering an area of over 30 cities.

We updated the list of potential recycled water customers for CBMWD, and created a list for the western half of the SGVMWD and USGVMWD service areas. The list of potential customers included a number of irrigation customers, but also expanded to include a number of industrial customers. After completing development of a potential customer list, our team developed several alternatives for potential pipeline routings to serve the customers.

Hydraulic modeling was used to size the required pipelines, pump stations, and reservoirs. Once the hydraulic model and proposed facilities were complete, the Proejct Team performed an economic evaluation to determine the cost effectiveness of the proposed facilities, as well as ranking and phasing the facilities with the highest potential rate of return. The economic evaluation included cost estimating, hydraulic modeling to evaluate the effect of not installing certain facilities, and development of recommended phasing. The project resulted in a phased recommendation for expanding the recycled water system, including interconnections among the three regional agencies.

Concept Development Plan for Advanced Water Reuse

In 2008, a Project Team led by John Robinson was tasked to produce a concept development plan by a joint partnership between the USGVMWD, the Water Replenishment District of Southern California, and the Los Angeles County Sanitation Districts. This plan examined more recent regulatory requirements, updated effluent data and newer membrane technologies. The process train will be microfiltration (MF) or ultrafiltration followed by reverse osmosis and advanced oxidation. The plan will also provide a site master plan for the production of 46,000 acre-feet/year of highly treated water for groundwater discharge. Water will be provided both to the Water Replenishment District and the USGVMWD for groundwater recharge to replace sources that are no longer available.

City of Industry Recycled Water Project – Phase IIB

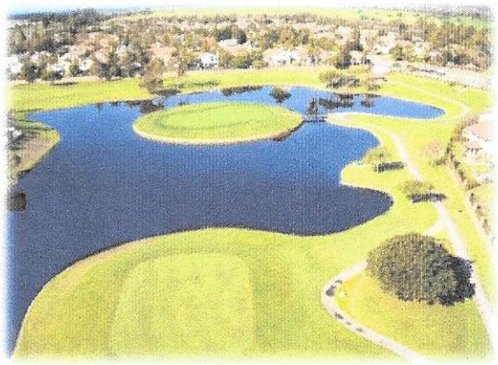
In addition, we provided engineering design services for recycled water distribution facilities to serve existing landscape irrigation in the cities of West Covina,

Walnut, and portions of Los Angeles County, with recycled water to substitute for other scarce, potable sources. Up to 3,700 acre-feet/year would be provided via 12.4 miles of 24-inch through 6-inch pipelines buried in existing streets.

City of Oxnard GREAT Program, Oxnard, CA

Reference

Daniel Rydberg, Public Works Director
City of Oxnard, CA
305 West Third Street – Third Floor
Oxnard, CA 93030
(805) 385-8280



Project Team – Tom Holliman

Summary

The Project Team led by Tom Holliman provided full technical and adminstrative support for the on-site recycled water conversions for the City of Oxnard's Groundwater Recovery Enhancement and Treatment (GREAT) Program. This work consisted of identifying commercial, industrial, landscape irrigation, schools, parks, and golf course irrigation conversion opportunities. After identifying the users Tom conducted user interviews, mapped all of the use sites, developed a master engineer's report for all of the landscape irrigation sites, and individual reports for the schools, River Park Development, and the River Ridge Golf Course. Conversion plans were developed for all of the parks and schools adjacent to the recycled water pipelines.

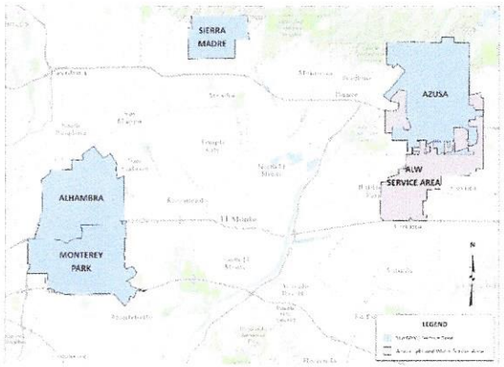
Numerous meetings and presentations were conducted with industrial/commercial users, school boards and operations staff. Preliminary cross connection testing was completed for the golf course and International Paper, and a unique protocol for testing was developed, and approved by the Health Department, for the River Park development to perform the cross-connection testing even though the system was already in operation and the potable water could not be turned off.

The project included full conversion design drawings for each site as well as a Master Engineers Report for all park sites. Individual Engineers Reports were prepared for each of the school sites, as the golf course and River Park Development. The project also included the Engineers Report for the International Paper Mill.

San Gabriel Valley Municipal Water District, Azusa, CA

Reference

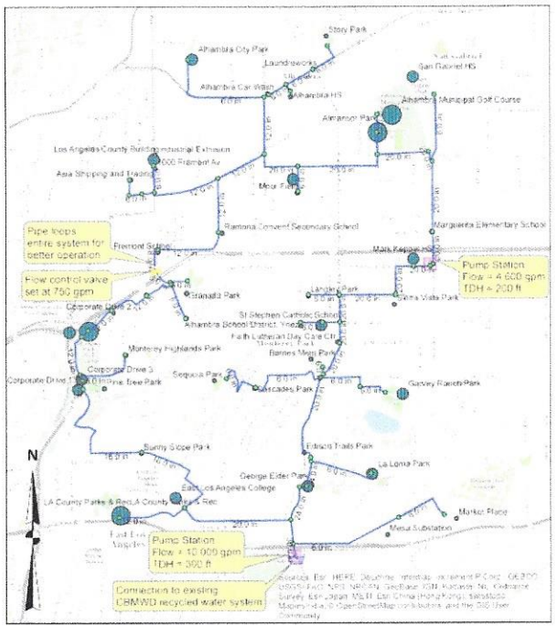
Ed Hills, Assistant General Manager
San Gabriel Valley Municipal Water District
1402 N. Vosburg Drive
Azusa, CA 91702
(626) 969-7911
edhills@sgvmwd.org



Summary

The Project Team led by John Robinson was hired by the San Gabriel Valley Municipal Water District (SGVMWD) to develop a facility planning report for a planned recycled water system. The SGVMWD is comprised of four (4) member agencies. They are the City of Azusa, City of Alhambra, City of Monterey Park, and the City of Sierra Madre. Information on each city, estimated volumes of recycled water to be supplied, and probable infrastructure to be developed was incorporated in he Reccyled Water Feasibility Study.The purpose of this project is to reduce the SGVMWD's four member agencies demand on the groundwater basin, allowing those member cities to expand both within their City limits. This report was developed to identify the details such as pipeline alignments, reservoir storage volumes, pumping conditions, and operational conditions of the proposed system.

To determine the top potential recycled water users, our team reviewed water usage data and conducted site visits to determine connection points, special site conditions, and the feasibility of connecting the customers. We walked the proposed pipeline alignments to determine constructability, limit impacts to residents, reduce utility conflicts, and increase access to potential recycled water customers. Based on this information our team recommended several modifications to the proposed pipeline alignment which is outlined below:



The recycled water demand and water availability was utilized in conjunction with other data to propose a reservoir size including volume, depth, radius, and freeboard. hydraulic analysis was conducted of the proposed recycled water system to size the pump station and confirm pipeline sizing.

Economic and non-economic factors for the recommended SGVMWD recycled water supply project were prepared. The total cost for the project in 2017 dollars sums to $46,170,000. Typically, economic analysis for capital improvement projects is projected over a 20-year period. The estimated total recycled water to be supplied is 2,825 AFY.

Recycled Water Customer Development

West Basin Municipal Water District, CA

Project Team - John Robinson, Joe Walters

Summary

The JRC Team is currently assisting West Basin Municipal Water District (WBMWD) in the customer development of several recycled water customers. JRC is providing the following services:

- Performing site inventory assessment,
- Developing detailed retrofit plans,
- Coordinating with the appropriate regulatory agencies,
- Preparing the engineering report or industrial engineering report needed to obtain California Department of Public Health Approval,
- Performing preliminary and final crossconnection testing,
- Preparing construction estimates for on-site retrofits,
- Providing construction oversight and coordinating with contractor customers and WBMWD, and
- Preparing record drawings.

Recycled Water Master Plan

Central Basin Municipal Water District, CA

Project Team - John Robinson, Joe Walters

Summary

The JRC Team prepared a Recycled Water Master Plan for the CBMWD, the San Gabriel Valley Municipal Water District (SGVMWD), and the USGVMWD, covering an area of over 30 cities.

We updated the list of potential recycled water customers for CBMWD, and created a list for the western half of the SGVMWD and USGVMWD service areas. The list of potential customers included a number of irrigation customers, but also expanded to include a number of industrial customers. After completing development of a potential customer list, our team developed several alternatives for potential pipeline routings to serve the customers.

Once the hydraulic model and proposed facilities were complete, the JRC Team performed an economic evaluation to determine the cost effectiveness of the proposed facilities, as well as ranking and phasing the facilities with the highest potential rate of return. The economic evaluation included cost estimating, hydraulic modeling to evaluate the effect of not installing certain facilities, and development of recommended phasing. The project resulted in a phased recommendation for expanding the recycled water system, including interconnections among the three regional agencies.

Section 4 - List of Contracts with Compton

The JRC Team has no contracts with the City of Compton and has not been under the contract with the City of Compton within the last five years.

Section 5 – Fee Proposal

The Fee Proposal is in a separate sealed envelope.

Section 6 – Outside Funding Sources Obtained

Often recycled water projects are only cost-beneficial with some level of outside funding. We will help the City develop appropriate outside sources of funding to complete its recycled water system, recognizing that some sources of funding may require the City to adopt a Mandatory Use Ordinance.

The JRC Team has successfully acquired more than $182M of local, state, and federal funding for recycled water systems for our Southern California clients.

We will also develop the Feasibility Study to meet State Revolving Fund (SRF) funding requirements to ease future funding for the City. Potential sources of funding include:

Local Funding Options:

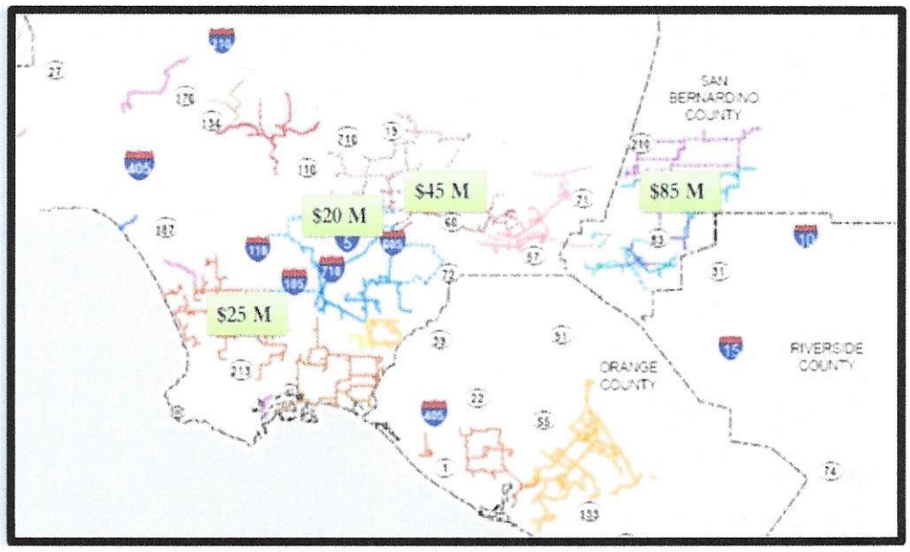
- Metropolitan Water District – Local Resource Project (Recycled Water Sales) and
- Metropolitan Water District - Recycled Water Customer Retrofit.

State Funding Options:

- State Water Resources Control Board – Proposition 11 (Planning only), and
- Department of Water Resources – Proposition 1 (Planning, Design, Construction, and Construction Management).

Federal Funding Options:

- US Bureau of Reclamation – Title XVI (Planning, Design, Construction, and Construction Management) and
- US Army Corps of Engineers – Proposition 219 (Planning, Design, Construction, and Construction Management).
- US Environmental Protection Agency – Water Infrastructure Finance and Innovation Act (WIFIA)



The following provides a summary of grants and loans we have applied for, obtained and managed in the last 10-12 years:

Agency	Projects	Funding Agency	Value
Central Basin MWD	Title XVI Funding for Recycled Water	USBR	$25 million
City of Monterey Park	Proposition 84 – Centralized Groundwater Treatment Project	SWRCB	$4 million
City of Signal Hill	Proposition 13 – Recycled Water Feasibility Study	SWRCB	$75,000
Crescenta Valley Water District	Proposition 84 – Well No. 2 and Related Facilities Project	SWRCB	$700,000
Foothill Municipal Water District	Proposition 84 – Recycled Water Satellite Project	SWRCB	$2 million
Inland Empire Utilities Agency	Title XVI Funding for Recycled Water Program	USBR	$80 million
La Puente Valley County Water District	Proposition 84 – Recycled Water Project	SWRCB	$400,000
Long Beach Water Department	Proposition 1 - Well Head Treatment	SWRCB	Pending
Long Beach Water Department	WaterSMART – AMI Funding	USBR	Pending
Long Beach Water Department	Proposition 13 – Recycled Water Feasibility Study	SWRCB	$75,000
San Gabriel Valley MWD	Proposition 13 – Recycled Water Feasibility Study	SWRCB	$75,000
Upper San Gabriel Valley MWD	Recycled Water Program	SWRCB and USBR	$45 million
West Basin MWD	Title XVI Funding for Recycled Water Program	USBR	$25 million
West Basin MWD	WaterSMART – Desalination Program	USBR	$103,000
		Total	**$182 million**

Section 7 – Understanding of the City of Compton Needs

The City of Compton desires to retain a qualified consultant to prepare a Recycled Water Feasibility Study that promotes the expanded use of recycled water in the City and accomplishes the following:

1. Creates a plan for constructing recycled water service lines for customer's adjacent to existing recycled water pipelines,
2. Identifies strategies for creating a City owned recycled water distribution system,
3. Identifies other potential sources of recycled water,
4. Identifies funding needs and CIP budget,
5. Identifies potential funding sources including, but not limited to, grants, loans or other subsidies, and
6. Review the potential of a satellite/scalping facility from wastewater supply via Los Angeles County Sanitation District.

The City's current wastewater flows are conveyed to the Los Angeles County Sanitation District for treatment and disposal. West Basin Municipal Water District currently produces recycled water from wastewater treated at the Hyperion Water Reclamation Plant (HWRFP) then a pump station transports the secondary effluent from HWRP to the Edward C. Little Water Recycling Facility (ECLWRF) to provide recycled water to customers through the West Basin Municipal Water District (WBMWD) Title 22 distribution system.

West Basin's transformation from imported water wholesaler to a leader in conservation and water recycling can be traced back to California's severe drought period between the late '80s and early '90s. In 1992, West Basin received state and federal funding to design and build a world-class, state-of-the-art water recycling treatment facility in the City of El Segundo, with its own visitor's education center. The facility produces approximately 40 million gallons of useable water every day, conserving enough drinking water to meet the needs of 80,000 households for a year. West Basin creates five designer waters but the water to suppy the City would be the Title 22 designer water. West Basin's Water Recycling Facility also houses a 60,000 square foot solar power generating system that has reduced emissions of carbon dioxide by over 356 tons in one year's time. These emissions reductions are equivalent to planting nearly 100 acres of trees or not driving 890,007 miles. To date, $600 million dollars in local, state, and federal funds have been invested in this effort.

WBMWD's recycled water is a water reuse effort that provides recycled water for landscape irrigation to over 220 customers sites including parks, schools and golf courses; industrial uses, such as carpet dying; toilet flushing; and power generation cooling.

West Basin has invested in an extensive recycled water distribution system to ensure water reliability throughout the region. With roughly 100 miles of purple pipeline in place, at least 60 additional miles are being planned. Distributing recycled water for various uses helps conserve drinking quality water for residents and businesses. Refer to Figure 1 for WBMWD existing recycled water pipeline network:

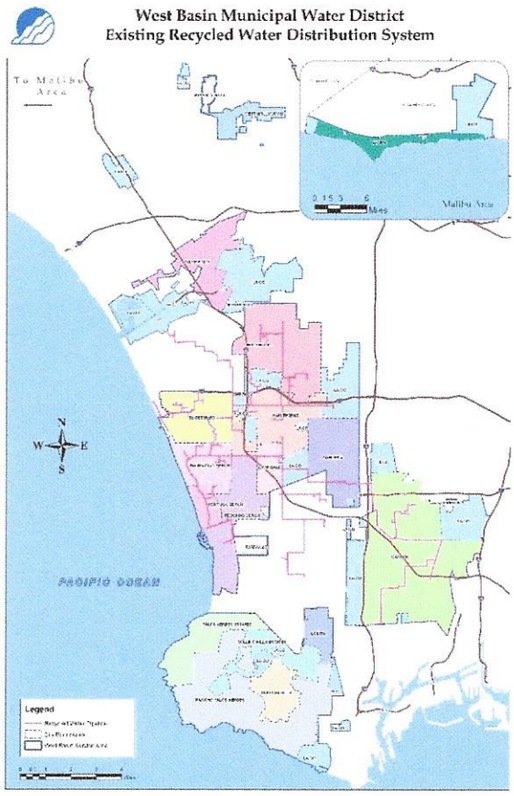


Figure 1 – WBMWD Pipelines

The City currently does not have recycled water but there are opportunities especially on the west side of the City to convert several customers from groundwater or imported to recycled water. The following are some current customers that could be converted to recycled water:

1) Hemingway Park
2) Burrell MacDonald Park
3) Tragniew Park
4) South Park
5) Wilson Park
6) Compton Creek Natural park
7) Gonzales Park
8) Roy Campanlla Park
9) Lincoln Memorial Park Cemetery
10) Angeles Abby Memorial Par
11) Compton High School
12) Dickison Elementary School
13) Washington Elementary School
14) Laurel Street Elementary School
15) Tibby Elementary School
16) McKinley Elementary School

JRC will focus on developing a list of users with a high likelihood of using recycled water. This will be based on the type and quantity of water use, and similar past successful recycled water conversions in Southern California.

While the West Basin's recycled water system provides recycled water supply south of the City, the City seeks to expand the West Basin recycled water into the City to offset potable demand. The focus of the recycled water feasibility study will be to identify the potential for recycled water use in the City and the distribution and storage system needed to supply that demand. Finally, the feasibility will identify the most cost-effective option for the City.

The JRC Team will utilize a proven approach to complete the Recycled Water Feasibility Study. The approach encompasses the following five steps:

1. Assessment of Available Recycled Water Supplies,
2. Assessment and Verification of Potential Recycled Water Demands,
3. Evaluation of Treatment Requirements for Potential Recycled Water Customers,
4. Development of Recycled Water Distribution System options, and

5. Cost and Funding Evaluation for Recycled Water System.

Assessment of Available Recycled Water Supplies

In the Recycled Water Feasibility Study will be to identify and evaluate the sources of recycled water supply to the City. In this case, this will consist of reviewing the recycled water supplied by West Basin.

The West Basin's distribution system would be provided via the southern portion of the City. To expand the system into the into the City storage and pumping potentially will be required. By taking recycled water at a constant rate and peaking from its own reservoirs additional users could be served with recycled water. A portion of West Basin recycled water pipeline system that was outlined to be expanded is shown in *Figure 2*

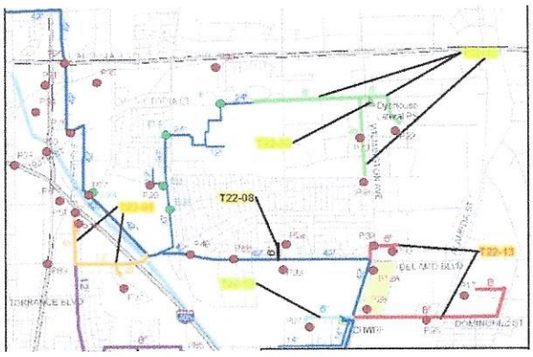


Figure 2 – WBMWD Planned Expansion of RW Pipelines

The potential source of recycled water would be from interconnections to the Central Basin recycled water distribution pipelines on the eastern side of the City. pipeline. The Central Basin pipeline shown in Figure 3, is located on the eastern side of the City. If an agreement could be made with Central Basin to make this pipeline available the cost impacts of storage, pumping, and energy costs of expanding from Central Basin could be significant. A portion of West Basin recycled water pipeline system that was outlined to be expanded is shown in *Figure 3.*

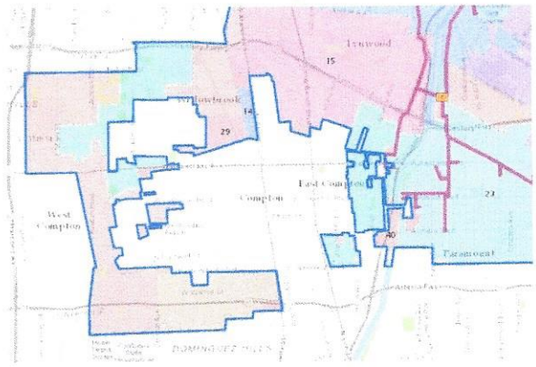


Figure 3 – CBMWD Recycled Water Pipeline System near the City of Compton

In completing the recycled water feasibility study is to evaluate the feasibility of localized treatment through the construction of a small Sequencing Batch Reactor (SBR) or Membrane Bioreactor (MBR) treatment facility for sewer mining. The supply would by supplied by LACSD via a major truck sanitary sewer flowing to the Joint Pollution Prevention Treatment Plant and would be subject to their requirements for purchasing wastewater and disposal of the solids back into the sanitary sewer system. The recycled water treatment facility would have to meet Title 22 standards and be reviewed by SWRCB DDW staff. The JRC team recently has completed similar studies for Foothill Municipal Water District and Crescenta Valley Water District. Figure 4 shows the layout for the Crescenta Valley Water District MBR system which was not installed but all the planning from site location to installation economics were completed for it.

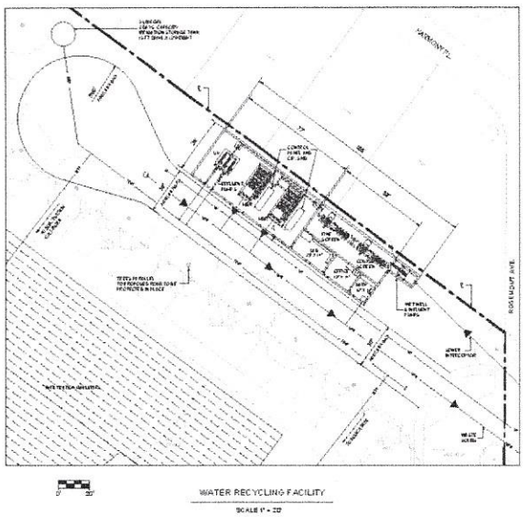


Figure 4 – MBR/UV Treatment for Two Strike Park for Crescenta Valley WD

Assessment of Potential Recycled Water Customers

In completing the recycled water feasibility study is to develop potential recycled water demands. Proper identification of potential recycled water demands is the basis of developing a recycled water system. The success of recycled water systems is based on identification and verification of real customers that have a willingness to use recycled water.

The JRC Team understands that the potential recycled water customers within the City are likely to be categorized into the following three categories; the approaches to convert each of these customers are different:

1. Landscape Irrigation, such as schools, parks, golf courses, street medians, and multi-family irrigation;
2. Industrial/Commercial Process Water, such as cooling towers and water used in producing product such as concrete, carpet washing, chemical milling; and
3. Agricultural.

JRC's approach will be to first develop a recycled water customer database, identifying potential recycled water customers with demands greater than two acre-feet/year. The database will include not only the location and demand of customers, but also the use of the water and specific water quality requirements for each of the potential customers.

The primary source of information will come from the City's existing potable water billing database, focusing on the top potable water customers, with customers geocoded to the location of the service connection. We will estimate the potential recycled water usage based on existing potable water demands of customers and our experience regarding the percentage of potable water demands that can be successfully converted to recycled water.

The City can free up potable demand by converting additional major irrigation customers. The JRC Team has extensive experience in working with the parks and recreation departments of multiple cities, and working with school staff and boards for elementary, middle, high school, and junior colleges. Our understanding of how they do business, their challenges, and their administrative procedures are key ingredients in obtaining a commitment from these users.

Another potential cycled water use consists of converting industrial/commercial users from potable water to recycled water. The primary industrial/commercial uses would be industrial cooling both in the manufacturing process and for cooling towers. There may also be industrial users which could use recycled water for producing products such as concrete, carpet cleaning.

A critical step in the identification process is the identification of likely conversion sites. While there may be potential customers which could use recycled water the JRC Team has extensive experience in identifying and verifying potential customers

that are likely to convert to recycled water. The JRC Team will work with City staff to evaluate prospective conversion users and identify the customers which will be used for developing the hydraulic model.

Development of Recycled Water Distribution System

In developing the Recycled Water Feasibility Study will be developing a potential recycled water distribution system. Criteria for system pressures, pipeline velocities, pressure zones, storage, and pumping requirements will be developed. The recycled water system will be developed based on those criteria.

The recommended recycled water system alternative will be selected based on the lowest cost while serving the most recycled water.

Based on our experience, the largest recycled water customers drive the creation of a recycled water system. *Figure 5* shows recycled water customers versus the percent of total recycled water demand for a recent recycled water feasibility study.

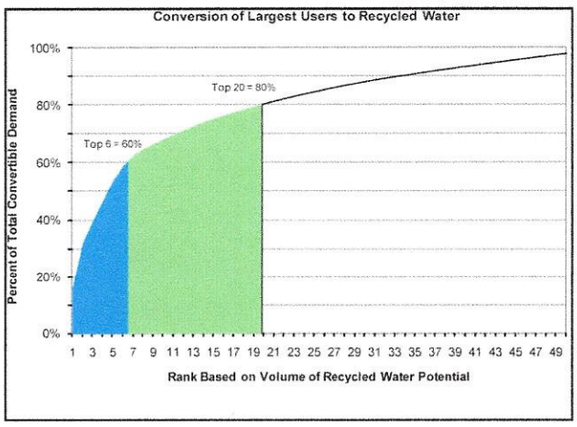


Figure 5 – Conversion of Largest Users to Recycled Water

In this case, the top six customers equaled 60 percent of the potential recycled water demand and the top 20 customers equaled 80 percent of the potential demand. This is reflective of most recycled water systems. Our approach is to develop infrastructure to serve the largest customers. Smaller customers may be served if they are along the route to larger customers (pipeline routes will be developed to pick up as many of these customers as possible). Various alternatives may be based on the number of customers to be served in the City's ultimate recycled water scenario. Another aspect of the distribution system is reservoirs (i.e. storage). The City has provided a potential location for a recycled water reservoir that could be utilized if recycled water is provided from West Basin, Central Basin or via the scalping/satellite treatment facility. Figure 6 shows the potential location.

Figure 6 – Potential Recycled Water Reservoir location

Cost and Funding Evaluation for Recycled Water Feasibility Study

The JRC Team will help the City develop a funding plan and pricing structure for recycled water that helps meet the City's revenue requirements and financing needs. Typically, most utilities charge for recycled water at rates ranging from 75 to 95 percent of potable water. However, due to the cost of implementing recycled water systems, especially due to the capital costs, cost of recycled water delivered cannot be matched with the revenue received. It must be recognized that recycled water is sometimes only financially feasible when compared to the cost of additional future

water supplies or to increase water system reliability, rather than existing water supplies. Our team will develop a pricing and funding plan for recycled water that meets the following goals:

- **Revenue Sufficiency** – The tariffs set for recycled water and other sources of funding need to generate sufficient revenue to meet the City's revenue requirements. Since recycled water offsets potable water supply requirements, there may be some contribution from the potable water system.
- **Fairness and Equity** – The rates and fees need to be just and reflect the allocated cost of service among customers; however, they also need to be reflected at appropriate rates to convince users to use recycled water.

Section 7 (Continued) Summary of Scope of Work

The JRC Team is proposing the following scope of work to complete the Recycled Water Feasibility Study. It is based on the scope of work in the City's RFP and includes a detailed description of the intended methodology and work plan to be utilized in addressing the scope of work.

Per the City's request, a detailed Fee Proposal is included in a separate sealed envelope. It details cost per task and project staff discipline.

Part I – PROJECT MANAGEMENT AND COORDINATION

A. PROJECT MANAGEMENT

The JRC Team will not proceed with any work without the approval of the City's designated Project Manager. JRC will invoice the City on a monthly basis for all work performed during the period. Each invoice will be accompanied by a summary of tasks performed, results and progress on long-term tasks if any.

MEETINGS AND INTRERAGENCY COORDINATION

A. Kickoff Meeting

The JRC Team's Project Manager and Principal Planner will attend one (1) contract kick-off meeting with City staff at the City's Corporate Yard to discuss the project phases, scope of work, information necessary, and discuss the project and payment schedule. City staff will share contact information, safety and security protocols and familiarize the consultants with the City's sites and equipment. We will prepare and distribute the meeting agenda and meeting notes.

B. Project Coordination

The JRC Team will conduct periodic progress meetings with the City to ensure satisfactory progress and results. Five one-hour project meetings will be held with City staff to review project issues. These meetings are to be attended by our team's Project Manager, Principal Planner, and up to one additional JRC Team member.

C. Public Process

At the request of the City, the JRC Team will conduct presentations regarding the results of the recycled water feasibility study to potential customers and recycled water suppliers included Central Basin and West Basin MWD. JRC Team plan to attend up to two City Council meetings. We have assumed three (3), one-hour meetings and one (1) two (2) hour City Council Meeting Presentation.

Deliverables

JRC will deliver the following for each meeting:

- For each meeting the JRC Team will provide an agenda three days prior to the meeting.
- For each meeting the JRC Team will provide meeting minutes three days after the meeting.

PART II – PREPARATION OF FACILITIES PLANNING FEASIBILITY STUDY

JRC will prepare a Recycled Water Feasibility Study so referred to as the Implementation Plan, which will address the City's goals for the recycled water feasibility study. The feasibility study will, at minimum, contain the following:

A. Market Assessment and Supply Availability

Recycled Water Source Evaluation

During development of the Feasibility Study the JRC Team will evaluate both the quantity and quality of recycled water available to the City. Our preliminary investigation has identified that in addition to the West Basin MWD that there might be an opportunity with Central Basin MWD but this will need to be carefully evaluated due to the Section 1211 issue.

Recycled Water Demand Evaluation

The JRC team will review available data and perform a market assessment to ascertain the existing and potential for additional recycled water demand. Such an assessment will consist of the following:

The JRC Team will evaluate potential recycled water demands and users. The users that we will evaluate will consist:

- Schools within the City,
- Parks within the City,
- Cemeteries within the City,
- Caltrans right of way within the City,
- Green belts owned by the City,
- Industrial/commercial facilities, and
- Agricultural

The JRC Team will obtain water use records for the top 25 water users and other landscape meters from the City and will use these records in conjunction with the customer type **to conduct customer surveys** to determine anticipated recycled water use. We will identify the 15 most likely customers to convert to recycled water and contact each of them to determine their interest in utilizing recycled water. Our team will visit each of the potential recycled water user sites to determine the current potable water connection point and the **probability of connection.** The JRC Team will determine if the potential recycled water users have any special treatment or pressure requirements. We will collate the information developed as part of this task to create a database consisting of:

Identifying likely recycled water conversion sites will be a key objective. The JRC Team has extensive experience in identifying users which may use recycled water based on hundreds of successful conversions in

- Recycled water user,
- User ID #,
- Anticipated recycled water demand for each customer,
- User type (irrigation, industrial, commercial, agricultural or other categories to be determined by JRC),
- User contact information, including primary point of contact, phone number, street address, email address (to be obtained from the City),
- Type of Title 22 water requirements, and
- Pressure requirements (to be obtained from the City's potable water demand database).

In addition, the team will evaluate the feasibility of localized treatment through the construction of a small Sequencing Batch Reactor (SBR) or Membrane Bioreactor (MBR) treatment facility for sewer mining. The supply would come from LACSD and would be subject to their requirements for purchasing the wastewater and disposal of the solids back into the sanitary sewer system. The recycled water treatment facility would have to meet Title 22

standards and be reviewed by SWRCB DDW staff.

Based on this information the JRC Team will be able to **identify zones/targets** in the City where the largest verified recycled water demand exists. **The JRC team will identify probable customers which could be served from the existing West Basin system, and those which could be added based on an expanded recycled water system.**

B. Evaluate and Identify Future Recycled Water System Infrastructure Requirements

Based on the goal to evaluate the potential recycled water distribution system for capacity, future capacity and identify the improvements that will be needed to aid the future development we are recommending the following outline which is a slight modification to the scope of work provided in the RFP because this outline would potentially allow the City to obtain future grant funds from either the SWRCB Division of Financial Assistance or via the US Bureau of Reclamation.

- **Section 1 – Introduction**

The Introduction will consist of project background, a description of the project area, and other information suitable for a person unfamiliar with the City or context of the project to understand the project goals.

- **Section 2 – Anticipated Recycled Water Demands and Users**

This will consist of a written narrative and figures describing the different types of recycled water users, the requirements of these users, a summary of water use data, and the potential recycled water users.

- **Section 3 – Site Evaluations**

This will consist of a written narrative and figures.

- **Section 4 – Preliminary Recycled Water Piping System, Pump Stations, and Storage Evaluation**

This will consist of a written narrative and figures depicting the proposed recycled water system.

- **Section 5 – Proposed Recycled Water Capital Improvement Projects**

This will consist of a narrative and figures depicting the phasing of the proposed projects.

- **Section 6 – Opinion of Probable Construction Costs**

This will consist of a narrative and tables describing the anticipated engineering and construction costs for the proposed projects.

- **Section 7 – Coordination and Regulatory Requirements**

This will consist of a written narrative and tables listing agencies with a stake in the proposed recycled water projects and a list of anticipated permits.

- **Section 8 – Funding Sources Evaluation**

This will consist of a written narrative, tables, and figures depicting the results of the financial analysis of the proposed recycled water system.

- **Appendix A – Water Use Data**

This appendix will consist of tables detailing the water use data obtained from the City.

- **Appendix B – Proposed Recycled Water System**

This appendix will consist of one (1) 24- by 36-inch figure depicting the proposed recycled water system, pump stations, and reservoirs on an aerial photograph. Project phasing will be depicted by utilizing different colors to differentiate the different phases.

C. Alternative Analysis and Recommended Project

The JRC Team will identify and prepare conceptual distribution system layouts to supply the areas of the City with the greatest potential for recycled water demand. The JRC Team will perform an economic analysis on the preliminary recycled water networks to evaluate the preferred projects, delivering recycled water at the lowest cost. This evaluation will be performed based on cost, potential revenue, and volume of recycled water delivered.

The JRC Team will identify and establish distribution system design criteria that include minimum supply pressures and pipeline sizes. The proposed distribution system expansion shall be divided into a near-term build (next 5-10 years) and a long-term build (out to year 2040) where the most effective and efficient system expansions are performed in the near term.

In addition to pipelines, in order to supply the expanded distribution system and meet minimum operating parameters, the JRC team will identify the need for any:

- pump stations
- pressure control valves
- reservoirs
- hydro-pneumatic tanks

It is anticipated that the Capital Improvement Projects will be split into the following projects:

- Multiple pump station projects,
- Recycled water reservoir,
- Multiple pipeline projects, and
- Multiple recycled water customer conversions.

D. Implementation / Financing Plan

The JRC Team will develop a Feasibility Study or Implementation Plan consisting of the following sections:

Ordered List of Projects by Priority

As part of this task the JRC Team will prioritize all projects and identify the following items for each proposed project:

- Costs for design and construction for each project,
- Preliminary costs for administration, maintenance, and ownership
- Funding sources and opportunities,
- Permitting requirements,
- Inter-agency requirements,
- Advantages and Disadvantages,
- Required precursor projects, and
- Anticipated project duration.

Preliminary Costs for Design and Construction per Project

The JRC Team will prepare a Class 5 Opinion of Probable Construction Cost (OPCC) for the proposed projects. The OPCC shall be as defined by the Association for the Advancement of Cost Estimating. The OPCC will be for each individual project with a 2 percent per year escalation to account for inflation until the anticipated construction time. We will assume engineering, legal, and construction management of 25 percent based on the estimated level of effort for the individual project and 30 percent contingency. Property acquisition and City project management requirements and costs will be determined during development of the Feasibility Study.

We will utilize the OPCC in conjunction with anticipated recycled water demands to provide an estimated unit cost per acre-foot of recycled water.

Preliminary Costs related to Administration, Maintenance and Ownership

The JRC Team will prepare a preliminary cost estimate for administration, maintenance, and ownership costs of the proposed recycled water system. These estimates will be planning level estimates with a 30 percent contingency.

Identification of Funding Sources and opportunities

The JRC Team will evaluate potential funding sources. The funding sources to be considered shall consist of:

- Clean Water State Revolving Fund Loans,
- Metropolitan Water District of Southern California Grants,
- US Bureau of Reclamation Title XVI and WaterSMART grans, and
- Local Bond Issues.

E. Report Preparation

The JRC Team will deliver the following:

A Draft Feasibility Study to the City clearly labeled as a draft. The submittal will consist of the following:

- Five (5) hard bound copies of the Draft Feasibility Study, and
- One zip drive containing the full report in PDF format.

After a two-week review period we will conduct a review meeting with City Staff to gather comments. Our team will revise the report based on the comments and issue a Final Feasibility Study to the City clearly labeled as the final report. The submittal will consist of the following:

1. Five (5) hard bound copies of the Final Feasibility Study, and
2. One zip drive containing the full report in PDF format.

F. VALUE ADDED RELATED SERVICES

JRC has identified additional related services that the City has not specifically identified in this RFP to accomplish the stated goals of this RFP. JRC recognizes that the value-added related services will be considered by the City and may or may not be incorporated in the agreement.

VAS 1 – On-Call Funding Assistance

The JRC Team has a long history of working with our clients to obtain project funding. We can assist the City in meeting with funding agencies, filling out funding applications, and answering questions. This can speed the approval process and/or assist in obtaining additional funding.

VAS 2 – CEQA Clearance

The JRC Team has the capability to develop and assist with California Environmental Quality Act (CEQA) clearance. We have prepared Minimum Negative Declarations for recycled water systems.

VAS 3 – Preliminary Design

The JRC Team has the capability to develop and perform a preliminary design on the recycled water facilities and customer conversions.

VAS 4 – Division of Drinking Water Engineering Reports

The JRC Team has the capability to develop the Engineering Reports that will be required for each industrial/commercial site.

VAS 5 – Pre-conversion and Post Conversion Cross Connection Testing

The JRC Team has AWWA and USC certified Cross Connection Control Program Specialists who can perform the pre-conversion and post conversion cross connection testing needed to approve a site for recycled water use.

VAS 6 – Recycled Water Users Manuals and Onsite Supervisor Training

The JRC Team has the capability to develop recycled water user's manuals for the maintenance personnel at each site. In addition, the JRC Team can provide Onsite Supervisors Training courses for site personnel.

VAS 7 - Reviewing the City's Recycled Water Rules and Regulations

The JRC Team has developed and administered the recycled water regulations

for several past clients and as senior members of public agencies. We can provide a comprehensive review of the City's recycled water rules and regulations and provide recommendations for revisions and upgrades.

Section 8 – General Liability and Professional Liability Insurance

JRC has reviewed the Professional Services Agreement (PSA) provided with the RFP and can execute the PSA immediately after award and can provided a Certificate of Insurance per the requirements listed in the PSA.

Section 9 – Names and Qualifications of Subcontractors, if any

JRC is proposing three (3) subcontractors: Thomas Holliman & Associates, Purple Pipe Consultants and SA Associates. Qualifications and staff for these firms are listed in Section 2 of the proposal.

Section 10 – General Company Information

John Robinson Consulting, Inc. is a general consulting firm offering a range of services including a Small Business Enterprise (SBE) certification from the State of California Department of General Services. We are an S Corporation in California and are a small firm with big experience. John Robinson has over 25 years of consulting and management experience in the private sector for cities, ports, special districts, water districts, municipal clients and industrial clients. This knowledge and program management experience that John Robinson will provide you will be the highest standard of consulting services while ensuring deadlines are met.

Address:

John Robinson Consulting, Inc.
1055 E. Colorado Boulevard, Suite 500,
Pasadena, CA 91106

Telephone: (626) 375-9389
Fax: (626) 685-6985
Email:
jrobinson@johnrobinsonconsulting.com
Website:
www.johnrobinsonconsulting.com

Founded in May 2013. We have a valid City of Pasadena business license and are a member of the City of Pasadena Chamber of Commerce.

The firm is well qualified to perform a variety of consulting services. John Robinson has years of experience in grant/loan identification and assistance, project management, PLA/CCP compliance, water resource engineering (water planning), potable and recycled pipeline design, pump station design, reservoir design, water resources systems (water & wastewater) planning, utility infrastructure design, construction administration, recycled water regulations, recycled water customer conversions and construction management.

While located in the City of Pasadena, John Robinson Consulting, Inc. has extensive project experience throughout Southern California.

John Robinson

Principal
John Robinson Consulting, Inc.

Education/Training

BS, Civil Engineering, California State University, Long Beach

Licenses/Registrations

Engineer in Training – CA

Key Experience

- ✓ Facilitator and Technical Advisor for multiple Infrastructure Projects around the City of Compton
- ✓ Provided technical and management support for preliminary design through construction for projects within both Central Basin and West Basin MWD
- ✓ Assisted clients with addressing complexities associate with meeting municipal water and wastewater requirements included local and state regulatory agencies.

Career Summary

Mr. Robinson's 25 years of environmental engineering experience has focused exclusively on water reclamation, wastewater engineering, and wastewater master plan projects for municipalities in California. He has been involved in feasibility/master studies and planning, technology evaluation and recommendations, preparation of study and design reports, as well as process and mechanical design for new water reclamation and wastewater facilities and expansion of existing facilities. He has participated on value engineering teams for local, state and Federal clients included the $500M CSO program for the City of Baton Rouge. His project experience includes municipal wastewater and recycled water pipelines, pump stations and treatment facilities, master plans for water, sewer and recycled water extensive recycled water customer coordination.

Professional Affiliations

American Society of Civil Engineers
California Water Environment Association (Board of Director – Past President for Los Angeles Basin Section)
Central Basin and West Basin Water Association
WateReuse Association
WateReuse Association (Chapter Trustee for the Inland Empire Chapter)

Relevant Project Experience

Program Manager, Groundwater Reliability Improvement Program (GRIP) Conceptual Level Study, Water Replenishment District (WRD), Upper San Gabriel Valley Municipal Water District (USGVMWD), County Sanitation District of Los Angeles County (CSDLAC), CA.
Mr. Robinson served as project manager and was responsible for the development of a Conceptual Level Study on the $50M Advanced Water Treatment Plant (AWTP) and distribution of product water to spreading basins. The Conceptual Level Study evaluated San Jose Creek Water Reclamation Plant design flows, effluent withdrawal, site constraints. The study also evaluated property ownership and coordination, project water distribution, and a financial analysis. Mr. Robinson's responsibilities included overall project management, meeting coordination, budget, and Partnership coordination. Mr. Robinson's responsibilities also included the evaluation of multiple technologies, including microfiltration, reverse osmosis, and ultraviolet for further treatment of Title 22 recycled water for discharge into the San Gabriel River.

Program Manager, San Jose Creek Water Reclamation Facility Effluent Treatment Feasibility Study, Upper San Gabriel Valley Municipal Water District (USGVMWD), El Monte, CA.
Mr. Robinson served as project manager for this $25M project. Responsibilities included the evaluation of applicable regulations, pollutant identification, and project feasibility, which included cost components, cost estimate, cost analysis, and Triple Bottom Line cost-benefit analysis. Mr. Robinson's responsibilities also included the evaluation of multiple technologies, including microfiltration, reverse osmosis, and ultraviolet for further treatment of Title 22 recycled water for discharge into the San Gabriel River. The AWTF evaluation

included evaluation of pollution prevention program and layout of a 12-mgd facility on limited space at the San Jose Creek Water Reclamation Facility.

Project Engineer, Terminal Island Treatment Plant (TITP) Evaluation, City of Los Angeles Bureau of Engineering, Los Angeles, CA.
Mr. Robinson served as the recycled water evaluation leader for this $500,000 study, which included conducting a series of public workshops with interested stakeholders to evaluate the TITP facility with regards to costs, operation, and long-term compliance with future treatment options and permitting requirements. Mr. Robinson's responsibilities also included the evaluation of multiple technologies, including microfiltration, reverse osmosis, and ultraviolet for further treatment of Title 22 recycled water for discharge into the Los Angeles Harbor.

Technical Advisor, Clearwater Master Facilities Plan, CSDLAC, Los Angeles, CA.
Mr. Robinson reviewed the permitting, regulations, and recycled water discussions prepared under the $0.5B Clearwater Program. The CSDLAC will prepare the Master Facilities Plan (MFP), an associated Environmental Impact Report/Environmental Impact Statement (EIR/ EIS), design facilities recommended by the MFP, and ultimately construct these facilities. The project is currently in the alternatives formulation and evaluation phase. When the Draft Facilities Plan document is completed, the content will be familiar to the CSDLAC stakeholders that have actively participated in the consideration of key planning issues.

Program Management Team Member for the West Basin Municipal Water Districts Water Reclamation Programs – During the first five years of the $120M recycled water program provided various engineering services during the design of two (2) treatment plants, one (1) pump stations, 80 miles of recycled water pipeline systems, and over 180 recycled water customer connections. In addition, assisted with the identifications of potential reclaimed water customers, developed on-site retrofit drawings, and prepared engineering reports for industrial user for approvals by the SWRCB DDW and Los Angeles County Department of Public Health departments. Project included computer hydraulic model of District's recycled water distribution system.

Program Management Team Member for Central Basin Municipal Water Districts Water Reclamation Program – Provided various engineering services during the design two (2) pump stations, 50 miles of recycled water pipeline systems, and over 150 customer connections during the development of this $55M program. In addition, assisted with the identifications of potential reclaimed water customers, developed on-site retrofit drawings, and prepared engineering reports for industrial user for approvals by the SWRCB DDW and Los Angeles County Department of Public Health departments. Project included computer hydraulic model of District's recycled water distribution system.

Senior Manager, Hollydale Pump Station and Pipeline, Central Basin Municipal Water District and City of Vernon, CA – Mr. Robinson's responsibilities included the preliminary design, design, and construction management of the Hollydale Pump Station located in the City of South Gate and approximately 8,000 linear feet of 12-and 18-inch recycled water pipeline to supply Malburg Generation Station. The facilities were in partnership between Central Basin Municipal Water District and City of Vernon with an estimate cost of $12M.

Program Management Team Member for the Long Beach Water Department Phase I Reclamation Expansion – Provided various engineering services, including developed on-site retrofit drawings; designed 6- and 8-inch recycled water pipelines; prepared industrial engineering reports; and, performed retrofit construction management. Project included computer hydraulic model of Long Beach's recycled water distribution system. Preliminary and final design of 4 miles of 8-inch recycled water pipeline and 4 miles of 6-inch recycled water pipeline for the Phase I Reclamation Expansion.

Title 22 Engineering Report, East Valley Water District Sterling National Resource Facility, Highland, CA
Mr. Robinson served as Title 22 Engineering Report for this $16M Project. Efforts included coordinating with SWRCB Division of Drinking Water during the Public Hearing, development of Findings of Fact and Condition, coordinating with Regional Water Quality Control Board for the development of the Report of Waste Discharge and NPDES permit application. John was responsible for the evaluation of applicable regulations, pollutant identification, and project feasibility to be incorporated in the Title 22 Engineering Report. Mr. Robinson's responsibilities also included the evaluation of multiple technologies, including microfiltration (MF), reverse osmosis (RO), and ultraviolet (UV) for further treatment of Title 22 recycled water for discharge into the Santa Ana River.

Principal Planner

Summary

Thomas Holliman was chosen as Principal Planner due to his more than 40 years of experience in recycled water planning, design, construction, and operations. Tom developed the first color-coding system for reclaimed and non-potable systems and the coordinated the creation of purple plastic pipe. He was a Principal Author and Team Leader for the development of the "Manual of Practice on How to Develop a New Water Reuse Program, WateReuse Association, 2009", and he the current Past President, Inland Empire Chapter, WateReuse Association, and Past Chairman of the AWWA CA/NV Section Recycled Water Committee.

He has received several WateReuse Awards including; WateReuse Special Project Award, 2015 – Use of Recycled Water for Making Hockey Ice at Citizens Business Bank Arena, Ontario, CA, WateReuse Association Special Award of Merit, and the California Water Awareness Program, 1997 Water Efficiency Award, Industrial Division for the use of Recycled Water for Ground Subsidence in Long Beach, CA, and WateReuse Association California Section Special Project of the Year of this project in 1992 for the first use of Recycled Water for Toilet and Urinal Flushing in a High-rise Office Towers.

He has been President and Chief Engineer of T.R. Holliman and Associates, Inc. which provides planning and municipal engineering services. Mr. Holliman has also previously served as Assistant General Manager/District Engineer for the Water Replenishment District of Southern California (WRD), Director of Engineering and Planning/Chief Engineer for the Long Beach Water Department, and Principal Engineer for the Irvine Ranch Water District.

Education

- BS, Civil Engineering, University of Southern California
- MBA, Business Administration, University of California, Irvine

Licenses

- Professional Engineer (Civil) – CA
- AWWA/USC Cross Connection Control Program Specialist

Years of Experience

- 40

Relevant Project Experience

Project Manager, Recycled Water System Management and Development, Castaic Lake Water Agency, Santa Clara, CA.

Completed multiple recycled water program assignments for the Castaic Lake Water Agency. These included a *Recycled Water Program Implementation Guidelines Engineering Road Map* which consisted of a road map to assist CLWA in the implementation of new water reuse projects and addressing challenges to overcome, such as engineering, planning and construction, finance, public outreach, operations, regulatory compliance and health protection, organizational and institutional issues, and political constraints and opportunities. A *Recycled Water Pre-Conversion Evaluation Project* which focused on the preparing a pre-conversion feasibility study for four major retrofit sites. The project included gathering information from site investigations and evaluations in addition to identifying any fatal flaws to the conversion of any of the four sites from domestic water to recycled water. And The report evaluated the impact of the proposed recycled water quality on the plant materials and provided recommendations for any necessary modifications to the irrigation systems and replacement of certain plants that may be significantly affected by recycled water. Finally, the work included a *Recycled Water Master Plan Update* that included identifying the total potential recycled water demand through multiple potential landscaping, park, and school conversions. Recycled water system alternatives were produced with the outcome of

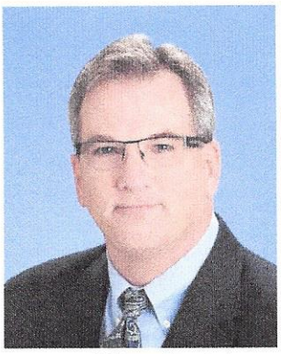
all previous information that would develop a distribution system which would deliver recycled water to the various use sites with the most cost-effective model.

Project Manager, GREAT Project, Phase IB, City of Oxnard, CA
Provided full technical and adminstrative support for the on-site recycled water conversions for the City of Oxnard's Groundwater Recovery Enhancement and Treatment (GREAT) Program. This work consisted of identifying commercial/industrial, landscape irrigation, schools, parks, and golf course irrigation conversion opportunities. After identifying the users Tom conducted user interviews, mapped all the use sites, developed a master engineer's report for all the landscape irrigation sites, and individual reports for the schools, River Park Development, and the River Ridge Golf Course. Conversion plans were developed for all the parks and schools adjacent to the recycled water pipelines.

Project Manager, Recycled Water Feasibility Study, City of Lompoc, CA
Developed a recycled water feasibility study to determine where there are opportunities for recycled water use by the City. The report determined what barriers exist to implementing a recycled water system, and a cost/benefit analysis for its development. The study identified pertinent regulatory requirements, performed a market assessment of potential customers and demand estimates, analyzed recycled water supply availability and quality, prepared system alternatives, included cost/benefits for each option, and provided recommendations and further analysis needs.

Project Manager, Recycled Water System Coordination, Inland Empire Utilities Agency, Chino, CA
Recycled Water Coordinator/Program Manager for the implementation of IEUA's Three Year Recycled Water Business Plan. Work included identifying recycled water customers, developing site specific conversion plans, preparing engineer's reports, onsite recycled water supervisor training, interfacing with member agency staff, developing conversion cost estimates, and monitoring recycled water demand.

Project Manager, East Pomona Recycled Water Feasibility Study, City of Pomona, CA
Prepared of a recycled water retrofit feasibility study for eastern Pomona. This work included identifying all potential recycled water customers, developing alternative facility alignments, creating a hydraulic model of the proposed recycled water system, developing the preferred alternatives, preparing cost estimates for each alternative and combining all the information into a comprehensive report with recommendations.



Quality Control and Quality Assurance

Summary

Mr. Walters has been responsible for conversion of over one hundred customer sites including, plan development and review, cross connection testing, and construction inspection. He managed multiple consultant teams for 10 years, and developed project specific master plans to focus on opportunities within and outside West Basin Municipal Water District (West Basin) service area where he served as Recycled Water Program Manager for 16 years. He managed the West Basin Recycled Master Planning efforts in FY2000, FY2009 CIMP, and FY2014. Joe directed West Basin's Clean Water State Revolving Fund (CWSRF) application ($27M) and Proposition 84 Round 3 project management ($611K). He provided Contract Negotiations for industrial users including Tesoro Refinery, Toyota, and Honda North American Headquarters.

Education

- BA, Business Marketing, Indiana University
- AA, Golf Course Management, College of the Desert
- USC Cross Connection Control Program Specialist

Relevant Project Experience

Project Manager, Recycled Water Program, West Basin Municipal Water District, Carson, CA

Responsible for conversion of over one hundred customer sites from potable to recycled water. This work included plan development and review, cross-connection testing, and construction inspection. Managed multiple consultant teams for 10 years, and developed project specific master plans to focus on opportunities within and outside West Basin service area.

Project Manager, Recycled Water Master Plans, West Basin Municipal Water District, Carson, CA

Managed the preparation of Recycled Master Plans for FY2000, FY2009 CIMP, and FY2014 managing multiple consulting teams, and coordinating internally with engineering staff and operations staff.

Grant Funding, Project Manager, Recycled Water Program, West Basin Municipal Water District, Carson, CA

Managed the Clean Water State Revolving Fund (CWSRF) application ($27M), and Proposition 84 Round 3 project management ($611K).

Contract Negotiations, Project Manager, Recycled Water Program, West Basin Municipal Water District, Carson, CA

Personally, conducted the contract negotiations for recycled water service with Tesoro Refinery, recycled water supply to the Water Replenishment District of Southern California for groundwater replenishment, and recycled water deliveries with the Los Angeles Department of Water and Power. Negotiated service agreements with major commercial customers including Toyota and Honda North American Headquarters.

ADAM ROESCH, E.I.T, CPSWQ, QSD/QSP
Engineer

EDUCATION:
California State University, Long Beach
B.S. Civil Engineering

REGISTRATION:
Engineer in Training, California

Certified Professional in Storm Water Quality (CPSWQ)
Certificate No. 1022

Qualified SWPPP Developer (QSD)
Qualified SWPPP Practitioner (QSP)
Certificate No. 25508

SOFTWARE:
Microsoft Office
Adobe
Autodesk (AutoCAD)

OVERVIEW:

Mr. Roesch serves as an assistant engineer for various projects, including water main, wells, sewer, storm, & street projects. Due to his knowledge of engineering principles, Mr. Roesch provides valuable engineering assistance to SA Associates. Also, due to his past and part-time experience in environmental engineering/water quality, Mr. Roesch provides valuable technical assistance, especially in areas related to NPDES permitting.

PROJECT EXPERIENCE

CITY OF ANAHEIM

- Prepared plans and specifications for Water Main Replacement Projects on (1) Pepper Creek Way, (2) Fern Haven Lane, and Hadrians Crescent (Project) to replace approximately 1,500 ft. of existing cast iron pipe (CIP) to polyvinyl chloride (PVC) pipe along various streets within Anaheim Hills. The pipes were installed between 1960s and 1970s and are in need of replacement due to external corrosion of the pipeline. As a result, the corrosion causes numerous main breaks rendering water loss.

- Prepared plans and specifications for the 8" Water Main Replacement in Country Glen Way for the replacement of 5,300 ft. of 6 & 8-inch ductile iron pipe and 6 & 8-inch polyvinyl chloride (PVC) pipe. Currently preparing the as-built plans.

CITY OF ARCADIA

- Assisted with preparing plans for the Orange Grove Disinfection System Upgrade Project. The project involved the installation of new DIP to connect the existing piping with three existing reservoirs. The project also involved the installation of a chlorine injector assembly, nitrate analyzers, drainage pipes, and concrete removal and replacement.

CITY OF CHINO

- Prepared plans & specifications for the Quadrant I Water Main Replacement Project which consists of 10,940 ft. of 8" PVC pipe to improve the existing water system. In addition, the project consists of the replacement of the replacement or reconnection of existing service laterals and reconnections to the existing water mains.

CRESCENTA VALLEY WATER DISTRICT

- Assisted with preparing plans for Crescenta Valley Water District's Well No. 2 at Ordunio Reservoir. The project consists of a new 150 gpm submersible pump and motor for well no.2, onsite piping, a chorine feed system using sodium hypochlorite (NAOCL), a nitrate removal treatment facility (by APT Water), upgrade of two existing booster pumps, installation of a masonry or pre-fabricated operations building, installation of a "carport" type building over concrete pad for the nitrate removal facility, water, sewer, and gas services, electrical and telemetry system (SCADA), pavement and other on-site improvements. **This project will be awarded the American Council of Engineering Companies Project of the Year Award in February, 2019.**

CITY OF INGLEWOOD

- Prepared plans for the Water Main Pipeline Improvement Plans Phase V Project. The project involved the installation of new 8-inch ductile iron pipe main in 2nd Avenue, 3rd Avenue, 4th Avenue, and 5th Avenue from Arbor Vitae Street to Manchester Boulevard. The total length of pipe installed is 9,994 linear feet.

KINNELOA IRRIGATION DISTRICT

- Prepared plans for the East-West Tank Connector Pipeline Project. The project involves improving the reliability and service of the District's water distribution system by connecting the distribution system of its East Tank and West Tank Reservoirs with a 12-inch water line. The project also involved the installation of a 4" DIP main alongside the 12" DIP main in order to abandon an existing 4-inch

waterline that runs through private properties. Mr. Roesch Also performed the utility research, coordinated with utility companies within the project vicinity.

LONG BEACH WATER DEPARTMENT

- Prepared plans and specification for the East 27th Street and Via Passilo Cast Iron Water Main Replacement Project which consists of the replacement of approximately 4,000 feet of 6 & 8 inch cast iron & ductile pipe.

- Provided inspection for the Groundwater Treatment Plant Chemical Tank Replacement Project – Phase I. The project involved the replacement of three existing polyethylene chemical storage tanks located within LBWD's Groundwater Treatment Plant, along with chemical piping, vent piping, liquid level indicators, and SCADA equipment.

CITY OF MONTEREY PARK

- Currently preparing plans and specifications for the water and sewer mains along Atlantic Boulevard. The proposed sewer main is from W. Hellman Avenue to Garvey Avenue with a length of approximately 2,700 LF and shall be 12" Vitrified Clay pipe (VCP).

ROSE HILLS MEMORIAL PARK

- Assisted with the design of the recycled water retrofit for 600 acres of Rose Hills Memorial Park and Cemetery. The design included approximately 4,500 LF of 8" potable water/fire protection pipeline, 8,000 LF of 4" and 8" potable water pipeline, and modifications to the four (4) on-site wells and four (4) reservoirs. The project team is coordinating with Rose Hills staff, Upper San Gabriel Valley Municipal Water District, Los Angeles County Sanitation Districts, San Gabriel Valley Water Company, Los Angeles County Department of Public Health, and the Los Angeles County Fire Department. This project is funded by DWR Proposition 84, Round 3 – Drought Grant and MWD On-Site Recycled Water Retrofit.

CITY OF WHITTIER

- Prepared technical specifications for the Comstock Avenue Water Main Improvements Project. The project involves the removal and replacement of approximately 2,000 linear feet of 6-inch CIP with 12-inch ductile iron pipe along Comstock Avenue from Hadley Avenue to Wardman Avenue. The project also involves the repair of the existing concrete pavement.

- Designed the replacement of a water main along Beverly Boulevard between Palm Avenue and Citrus Avenue to replace an aging water main with an approximate length of 4,450 ft. The existing 6" cast iron water main will be replaced with an 8" ductile iron pipe. The suggested design will minimize construction and maintenance costs by protecting the existing parkway and pine trees, and providing better access for maintenance of the proposed main.

DISNEYLAND RESORT

- Performed on-site inspection of stormwater runoff from construction activities, adjustments to the chlorination station control panel, documented resort-wide refrigeration systems, and calculated refrigerant volume of walk-in refrigerator units for AQMD compliance. Various data entry and field documentation. Collected NPDES stormwater samples for regulatory NPDES wastewater & stormwater permits and attraction discharge during construction activity.

- Documented resort-wide volatile chemical inventory for AQMD compliance. Included data entry and field documentation.

- Developed multiuser application for data entry of hazardous waste manifests using Microsoft InfoPath and Microsoft SharePoint Designer.

- Collected microbiological water samples for Health & Safety monitoring program. Provided project management assistance and contractor assistance during AQMD source testing programs.

2015 URBAN WATER MANAGEMENT PLANS

- Prepared the 2015 Urban Water Management Plans for the following agencies:

  - City of Alhambra
  - City of Azusa
  - Crescenta Valley Water District
  - Foothill Municipal Water District
  - Lincoln Avenue Water Company
  - City of Lomita
  - Rubio Canon Land and Water Assn
  - City of San Fernando
  - San Gabriel Valley Municipal Water Dist.
  - City of Santa Monica
  - City of Sierra Madre
  - City of Torrance
  - Valley Water Company

PHONG TRAN
Engineer

EDUCATION:
B.S. Civil Engineering
California State University Long Beach

RELEVANT COURSES:
Mapping and Surveying
Transportation Engineering
Highway Materials
Traffic Engineering
Fluid Mechanics & Lab
Hydraulic Engineering & Design
Structural Analysis
Highway Design
GIS Lab
Groundwater & Hydrology
Cost Benefit & Analysis

OVERVIEW:

Mr. Tran is an engineering assistant who recently graduation with the Civil Engineering degree with an emphasis in hydraulic and traffic engineering. He is well versed in the use of AutoCAD and GIS software. He has gained valuable experience by assisting the senior engineers with design calculations and researching information. He is participating in the assembly of proposals and statements of qualifications. He has worked on various projects, including water mains, storm, & street projects

PROJECT EXPERIENCE:

CITY OF ANAHEIM

- Conducted utilities research and preparing plans for the Solomon and Baja Drives Water Main Replacement project. The work included replacement of approximately 1,557 ft. of corroded 6" & 8" cast iron pipe with 8" PVC pipe. The project also consisted of replacing fire hydrants, valves, service lines, and appurtenances.

CENTRAL BASIN MUNICIPAL WATER DISTRICT

- Provided design services for the construction of approximately 24,600 ft. of new 8" to 20" recycled water main located in segments of Southern Avenue, Alameda St., Hildreth Ave and California Ave. to South Gate City Hall, and State St. The new pipeline will connect to an existing 12-inch recycled water pipeline in Southern Ave., in the vicinity of Park Ave., west of Atlantic Ave. The system extension will allow for the supply of recycled water to four schools, three parks, two manufacturing companies, a recreation center, & South Gate City Hall.

CITY OF CHINO

- Preparing plans & specifications for the Quadrant I Water Main Replacement Project which consists of 10,940 ft. of 8" PVC pipe to improve the existing water system. In addition, the project consists of the replacement of the replacement or reconnection of existing service laterals and reconnections to the existing water mains.

CITY OF INGLEWOOD

- Prepared plans for Sewer Main Replacement Project, Phase I, to upgrade/repair or replace segments of the existing 8" to 15" vitrified clay pipe (VCP) throughout the City to improve the existing sewer system. In addition, the project consisted of the replacement or reconnection of existing sewer laterals within the project area as a result of the replacement of the existing VCP. The Project also involved reconnections to existing sewer mains, two of which are owned by Sanitation Districts of Los Angeles County (LACSD). The total approximate length of pipe replaced was 5,352 feet

CITY OF MANHATTAN BEACH

- Conducted utilities research and preparing a hydrology study for four storm drain sites including 2912 Laurel Avenue, 1825 N. Poinsettia Avenue, 2512 N. Poinsettia Avenue, and 1201 14th Street.

- Provided design services for spot and/or section repairs to the existing pipe as identified in the City's 2013 Storm Drain Condition Assessment Report. The segments to be repaired or replaced were identified as having high risk structural defects.

CITY OF MONTEREY PARK

- Reviewed CCTV footage to determine locations of sewer system repair. Locations were identified based on the amount and severity of the pipe defects between sewer reaches. Provided design plans on 35 locations of sewer main repairs consisted of spot repairs and CIPP lining. The repairs consisted of 8,700 Ft. of CIPP lining as well as 36 locations of point repairs.

- Currently preparing plans and specifications for approximately 3,300 ft. of sidewalk improvements in front of East Los Angeles College on the north and south sides of Cesar Chavez Avenue between Vancouver Avenue and Collegian Avenue

- Currently preparing plans and specifications for approximately 450 ft. of sidewalk improvements in front of Improvements in front of Langley Center on the south side of Emerson Avenue between Ynez Avenue and McPherrin Avenue.

CITY OF WHITTIER

- Conducted utilities research and preparing plans for Comstock Avenue Water Replacement Project. The work includes replacement of approximately 2,000 ft. of 6" cast iron pipe with 12" ductile iron pipe on Comstock Avenue between Hadley Avenue and Wardman Avenue. The upgrading of the water to a large size is to provide adequate fire flow and supply within the area to accommodate future developmental projects. The project also consists of replacing service laterals and tie-ins to repair the existing concrete pavement along the trench width.

- Aided in the design for the replacement of a water main along Beverly Boulevard between Palm Avenue and Citrus Avenue to replace an aging water main with an approximate length of 4,450 ft. The existing 6" cast iron water main will be replaced with an 8" ductile iron pipe. The suggested design will minimize construction and maintenance costs by protecting the existing parkway and pine trees, and providing better access for maintenance of the proposed main.

CITY OF GARDENA

- Performed field study of existing parking situations, aided the engineering staff on providing various parking improvement solutions and developed construction plans for the Downtown Gardena Parking Study and Improvements project.

- Provided pavement inspection and report update for the City of Gardena Pavement Management Program. Inspected nearly 100 centerline miles of streets, graded each section based on a Pavement Condition Index (PCI) and update Streetsaver, pavement management software. The updated information is used to show citywide pavement conditions and sections that required immediate remediation

City of Compton
MUNICIPAL WATER DEPARTMENT

(310)605-5595
Fax (310)637-3484

SUBJECT: REQUEST FOR PROPOSALS (RFP) FOR RECYCLED WATER FEASIBILITY STUDY

Dear Responding Consultant:

The City of Compton Water Department is requesting proposals from professional engineering consultants to conduct a Feasibility Study for the potential use of Recycled Water throughout the City of Compton Water Department service area.

To be considered responsive to the RFP requirements, Consultants must submit a proposal indicating their knowledge and experience related to the services being sought. If you have any questions, please contact Mr. Brian A. Dickinson, Water Department General Manager by phone at 310-605-5555 or by email at bdickinson@comptoncity.org.

In order for your proposal to be, considered, submit four (4) copies marked "Recycled Water Feasibility Study" to:

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

Submission Deadline: January 10, 2019 at 10:00 a.m.

Sincerely,

Brian A. Dickinson

General Manager

Request for Proposals (RFP)
RECYCLED WATER FEASIBILITY STUDY

TABLE OF CONTENTS

Introduction ……..……1

Scope of Services.……...1

Proposal Requirements..……... 5

Schedule/Consultant Selection Process/Selection Criteria…….. 6

Award of Contract .....…7

Right to Reject All Proposals……..7

Insurance Requirements……..... 7

Consultant Agreement…….... 7

Appendix A: Sample Agreement for Professional Services

INTRODUCTION

The City of Compton is requesting proposals from professional engineering consultants to conduct and prepare a report on the Feasibility of developing a Recycled Water Distribution System for landscape irrigation and industrial uses, thereby offsetting and reducing the amount of potable water supplied for these purposes.

PROJECT INFORMATION

The City of Compton Water Department is approximately 7.8 square miles and has approximately 156 miles of water mains, eight (8) water wells, two (2) reservoir locations with corresponding booster pump stations. The City has XX commercial, XX irrigation and XX industrial, XX parks and XX school accounts which could be potential recycled water use sites.

PROPOSAL INFORMATION

The purpose of this Request for Proposal (RFP) is to select a consultant for the City of Compton to provide various services as listed in the Scope of Work (Attachment 1). The City intends to select one (1) Consultant to perform all the items listed in the Scope of Work; however, joint proposals will be considered providing a lead engineer is identified.

The City recognizes there may be questions or items requiring discussion prior to the consultant preparing its proposal. If questions arise, please contact Mr. Brian A. Dickinson, Water Department General Manager, at 310-605-5555. If it appears a formal session with candidate consultants is required, such will be, scheduled. The City's objective is to ensure an appropriate exchange of information prior to proposal preparation to minimize both wasted effort by engineers during proposal preparation and unnecessary follow-up by City personnel during the evaluation process.

The term of the Consultant Agreement will be one (1) year, beginning on effective date of the agreement. The following is a general Consultant selection outline and anticipated schedule:

- Request for Proposals — December 12, 2018
- Proposals Due — January 10, 2019
- Evaluation of Proposals — January 15-17, 2019
- Tentative Recommendation to City Council and Award — February 12, 2019

No amendments, additions, or alternates will be, accepted after the above submission date.

Each proposal shall be considered valid and binding for **a period of 90 days** after the proposal due date.

All proposals and documents submitted will become the property of the City of Compton. Anything considered to be proprietary should be so designated.

Right Of Refusal

The City of Compton reserves the right to reject any or all proposals, to waive any informalities in any proposal, and to select the proposal that best meet the City's needs. Proposals will be, considered only in their entirety. Late or incomplete proposals will not be, considered, and the City reserves the right to determine the completeness of all proposals. The City reserves the right to negotiate the specific requirements and cost using the selected proposal as a basis.

Cost Of Proposal Preparation

The consultant is responsible for any costs incurred by the consultant, or their subcontractors, in responding to the request for proposal.

Standard Contract

The City of Compton's Master Services Agreement for Professional Consulting Services is included herein as Attachment 2. It is expected that the Agreement will be approved "as is" with no modifications. Be prepared, in submitting a proposal, to approve the Agreement in this Request for Proposal if your firm is selected.

Submittal Requirements

This Request for Proposal is intended to assess each firm's general capabilities as they would apply to the City of Compton and to evaluate specific responses to the expected scope of work. Each Consultant must address each of the following items in their response to this RFP.

1. State the legal name of your firm, its address and telephone number.
2. Describe your firm's background and experience and the structure of your organization (i.e., individual, partnership, corporation, joint venture, etc.).
3. Describe the proposed Project Manager's background and experience (where applicable).
4. Provide general contact information including the name of the proposed Project Manager, the office from which he/she will work, address, phone, FAX and e-mail address.
5. Provide a minimum of three and a maximum of five references for similar contracts performed within the past five years paying particular attention to those in Compton and its vicinity. Include the address, current phone number, name and title of the person to be contacted.
6. Provide a list of contracts you have had with the City of Compton during the preceding five years.
7. Describe your firm's approach to the scope of work.
8. Describe your firm's ability to perform the requested services as outlined in Attachment 1, including experience and credentials of the personnel who will be assigned to the project. Provide a list of outside funding sources obtained for clients over the last ten years. Include client name, fund source, project, year, and grant amount.

9. Provide a quotation for the hourly rates and minimum hours for each City visit applicable to all staff proposed to work on City projects by classification (not name) including Project Manager (where applicable). Also include overtime hourly rates, mileage costs, and pricing for any additional billing requirements (such as blueprint fees, etc.) if applicable. Rates shall remain firm for a minimum of one (1) year from contract commencement date. Hourly rates quoted at the commencement of any specific project shall remain firm throughout the duration of that project unless specified otherwise. **Submit one (1) fee proposal in a separate sealed envelop with your four (4) copies of your qualifications proposal. The fee proposal shall clearly designate individual hours for each project team member for each task.**

Format For Proposal Submittal

Limit your proposal to **40 typed pages** or less (excluding cover letter, table of context, dividers and attachments) with minimum font size of 10 point. Resumes can be in addition to the 40-page limit.

Firms are required to adhere to the following format in their proposals:

- Letter of Transmittal
- Executive Summary
- Qualifications of persons to be assigned to Compton
- List of references
- List of contracts in Compton
- Fee Proposal **(in a separate sealed envelope)**
- List of outside funding sources obtained
- Firm's understanding of the City's needs
- Limit of General Liability and Professional Liability Insurance
- Name and qualifications of subcontractors, if any
- General company information

Submittal Instructions

Submit four (4) copies of your firm's qualifications proposal with your fee proposal in a separate sealed envelop to the address below no later than:

Thursday, January 10, 2019, 10:00 am

Late proposals will not be accepted.

Address and/or deliver all proposals to:

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

Selection Criteria

The City of Compton will select consultants on the basis of qualifications and experience. The following general selection criteria will be used to evaluate each consultant firm:

1. Approach and Work Plan. (Methodology or approach to the scope of work).
2. Clarity of proposal
3. Project Manager and/or Consultant experience most closely related to the City's requirements
4. Qualifications and resumes, along with availability of staff assigned.
5. References for similar work completed within five years.
6. Responsiveness to the Request for Proposal.
7. Knowledge of City codes and procedures
8. Ability to respond quickly

The City may interview a short list of qualified firms. The shortlist will include the top four rated firms based upon the proposal submitted for the project.

The City staff will negotiate a contract with the best qualified firms for the desired consulting services. Should the City staff be unable to negotiate a satisfactory contract with the Consultant considered to be the most qualified, negotiations with that shall be formally terminated. Negotiations will then be undertaken with the next most qualified firm. Failing accord with the second most qualified firm, the City will terminate negotiations and continue the negotiations process with the next most qualified firms in order of their evaluation ranking until an agreement is reached and a Consultant is selected and an agreement is executed.

Minimum Qualifications of Consultant and Sub-Consultants

The following are the minimum qualifications to be used to evaluate responses to this Request for Proposal:

1. Proposed Project Manager has five or more years experience in that capacity and has worked on at least one of the top three referenced projects (where applicable). Otherwise, Consultant and sub consultants have five or more years of experience performing similar work.
2. Consultant and sub consultants have three or more excellent references for work in the past five years.
3. Consultant and sub consultants comply with the City's conflict of interest policy where applicable.
4. Consultant and sub consultants agree to the City's contract terms and conditions as set forth in Attachment 2.

Legal And Insurance Requirements

The following are the legal and insurance requirements of the City of Compton.

1. *Contract.* This RFP and the consultant's response will be a part of the contract.

2. *Documents to be Construed Together.* The RFP, the vendor's proposal, and all documents referred to in the specifications and contract to be entered into between the consultant and the City, and all the modifications of said documents, shall be construed together as one document.

3. *Assignment or Transfer of Contract.* The consultant shall not assign, transfer, convey, or otherwise dispose of his contract, or his rights, title, or interest in or to the same without previous written consent of the City.

4. *Indemnity.* The consultant must agree to indemnify, hold harmless, and defend the City, form any and all liability or loss, resulting from any suits, claims, or actions brought against the City, which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.

5. *Insurance.* At the time of execution of the contract, the consultant will be required to carry at least $1,000,000 of General Liability and Professional Liability insurance.

6. *Compliance with Labor Laws.* Consultant will be required to comply with all existing State and Federal Labor Laws.

7. *Equal Opportunity Employment Provisions.* Consultant will be required to meet all State and Federal Laws applicable to EEO.

ATTACHMENT 1

Scope of Work

I. SCOPE OF SERVICES

The City reserves the right to discontinue or postpone services at any time.

PART I – PROJECT MANAGEMENT AND COORDINATION

A. PROJECT MANAGEMENT

A kick-off meeting with the City and the Consultant to review and refine the work program and schedule, identify critical milestones, and determine appropriate paths of communication will be held prior to beginning work.

Consultant shall produce a baseline schedule of work and conduct periodic meetings (phone conference and internal coordination meetings) with the City to discuss progress. The proposed schedule must show completion of work for milestones as specified in the Approved Plan of Study. Meeting minutes for all meetings will be provided by the Consultant.

An updated schedule of work and progress report shall be submitted with each monthly invoice.

Deliverables

- Monthly Progress Reports and Invoices

B. PROJECT COORDINATION

Throughout the duration of the project, there will be coordination and communication between the consultant team and City of Compton Water Department staff. Consultant shall schedule, prepare for, and attend up to six (6) internal meetings over the course of the project (kick off meeting, and five (5) progress meetings.

Deliverables

- Review meeting agendas and minutes
- Progress meeting agendas and minutes

C. PUBLIC PROCESS

Consultant shall coordinate with potential customers and Recycled Water Suppliers; West Basin Municipal Water District and Central Basin Municipal Water District, that may provide design alternative input, estimated usage quantities, suggestions or restrictions for the project.

Consultant shall attend up to two (2) City Council meetings.

City may request that color schematics (minimum size 24" x 36") of design alternatives, as well as electronic files of images and documents suitable for presentation will be prepared for presentations. Feedback gathered from outreach meetings may contribute to the proposed concept design.

Identified alternatives may be revised as a result of public outreach efforts. Meeting minutes for all coordination meetings shall be provided by the Consultant.

Deliverables

- Coordination meeting agendas and minutes
- Public meeting presentation materials

PART II – PREPARATION OF FACILITIES PLANNING FEASIBILITY STUDY

Consultant will prepare a facilities plan feasibility study. Major tasks included in the scope of work are outlined below:

Market Assessment and Supply Availability

The Consultant shall conduct a recycled water market assessment to identify potential users of recycled water in-lieu of potable water for irrigation and/or industrial process uses. Strategies to acquire market assurances will be developed and a customer connection schedule will be prepared. City will provide initial list of potential customers and location map.

Other tasks to include:

- Refine demand estimates, based on coordination with users, assuming up to 25 users, with a focus on those with greatest potential demands. Correspondence will be through email and phone calls; no in-person meetings are anticipated for this task.
- Confirm types of demand and users' willingness to use recycled water in coordination with City of Compton staff
- Conduct additional interviews with potential users to confirm interest and preferences in coordination with City of Compton staff
- Confirm users' water quality requirements
- Evaluate the feasibility of localized treatment through the construction of small Sequencing Batch Reactor (SBR) or Membrane Bio Reactor (MBR) treatment facility for sewer mining.

Deliverables

- Summary of Recycled Water Supply to be incorporated into the Project Report
- Summary of Recycled Water Market to be incorporated into the Project Report
- Updated market assessment database (Excel file compatible with GIS)
- Updated recycled water market map for the Compton Service area

Evaluate and Identify Future Recycled Water System Infrastructure Requirements

- The City of Compton Water Department doesn't, currently have an existing recycled water system. It is expected, that the consultant will be able to get irrigation water use records from the District for all irrigation meters currently in use. This information can be the basis for estimating current demands and projecting future recycled water demands.
- <u>Information to be Included in the Recycled Water System Facilities Master Plan</u>
  Goal: To evaluate the potential recycled water distribution system for capacity, future capacity and identify the improvements that will be needed to aid with future development.

1. Introduction
1. Study Area and Land Use
    a. Study area
    b. Land use (with current General Plans from both cities)
    c. Potential developments
        i. Possible developable areas
        ii. Areas not to be developed because of land use restrictions
    d. Population growth to 2035

2. Potential Recycled Water System Analysis
    a. Pressure Zone
    b. Recycled Water supply

        i. Available recycled water from WBMWD and CBMWD
        ii. Optional recycled water supply from sewer mining and small packaged plant.
    c. Pipelines
    d. Booster pumping stations
    e. Storage reservoirs
    f. Small Packaged Plant

3. Planning and evaluation criteria
    a. Recycled water sources
    b. System pressures
    c. Pump station capacity
    d. Storage volumes
    e. Pipeline velocities
    f. Cost estimating basis
4. Capital Improvement Program
    a. Recycled water supply improvement
    b. Pipelines
    c. Booster pump stations
    d. Reservoir Storage
    e. Small Packaged Plant

The Capital Improvement Program section shall identify recommended infrastructure requirements and projects to develop and implement a recycled water distribution system. Projects can be planned in multiple phases to spread costs out over multiple years. Project phases should identify the individual projects with estimated engineering and construction costs and quantity of recycled water to be supplied.

- Deliverable: the Consultant shall submit a technical memorandum for Sections 1, 2 and 3 and 4 for review by the City.

Alternatives Analysis and Recommended Project

The conceptual projects identified in the recycled water market survey completed will be reexamined and further analyzed to identify the objectives met, quantitative and qualitative benefits of each project, facilities needed to fulfill each project and preliminary cost estimate to allow for comparison between the alternatives. Preliminary Alternatives will be refined to include evaluation of multiple recycled water pipeline alignments, pumping and storage alternatives, and development of a no project alternatives (a requirement from the State Water Resources Control Board for Facilities Plans). Spreadsheet or hydraulic modeling software will be used to

determine required pumping capacity and pipeline diameters for the distribution system alternatives. In addition to other parameters to be taken, alternatives will be evaluated on how well they cite and apply a regional or watershed perspective to water resources management.

Cost estimates will be based on a feasibility-level, and will be used to compare the relative costs of each alternative and select the most cost effective alternative. The economic analysis and development of unit cost ($/AF) of recycled water based on the economic analysis will be tabulated based on the tools developed for this purpose by the SWRCB at the link below.

http://www.waterboards.ca.gov/water_issues/programs/grants_loans/water_recycling/econ_analysis_tskfrce.shtml

Deliverables

- Cost Estimate for each Alternative in Excel spreadsheet format
- Alternative facilities in GIS based mapping format
- Summary of Alternatives Descriptions and Economic Analysis to be incorporated into the Project Report
- Summary of Recommended Projects to be incorporated into the Project Report
- Recommended project facilities in GIS based mapping format
- Detailed Cost Estimate for Recommended Projects in Excel spreadsheet format

Implementation / Financing Plan

Develop an implementation schedule for the Identified Project Phases and a Construction Financing Plan to demonstrate cash flow over the implementation of the Recommended Projects. Based on the estimated costs developed as part of the alternatives analysis above, an evaluation of potential mechanisms to fund the Recommended Projects to demonstrate the City of Compton's financial capability to implement the Recommended Project will be conducted.

Deliverables

- Summary of Financial Capability of Compton to be incorporated into the Project Report
- Construction Financing Plan as an Excel Worksheet

Report Preparation

A Draft Report will be prepared to organize and document the information developed in the above tasks in a Project Report – an Internal Draft Report will be submitted to Compton Water Department staff for review and comment; a Revised Draft Report incorporating or addressing all comments from staff will be resubmitted for final approval.

Deliverables

1) Internal draft Project Report (one electronic copy)
2) Revised draft Project Report (one electronic copy)
3) Final Project Report (five hardcopies, one electronic copy)

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
CONSULTANT

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 **INSERT CONSULTANT NAME** (hereinafter referred to as **"CONSULTANT"**), located at Insert Consultant Address

RECITALS:

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

WHEREAS, the Water Department desires to evaluate the feasibility of developing a Recycled Water Distribution system; and

WHEREAS, essential to the project is the retention of a qualified and experienced engineering firm to perform the research and prepare the study; and

WHEREAS, on _____, 2019, pursuant to Resolution No. _____, the City Council authorized the City Manager to enter into a professional services agreement with Insert Consultant name ("Consultant") to prepare a Recycled Water Feasibility Study; 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 professional engineering services . Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

As more fully specified in the City's **"Request for Proposals for Recycled Water Feasibility Study"** (dated January 10, 2019) and Consultant's **"Proposal to Prepare a Recycled Water Feasibility Study"** (dated _____)**,** 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.

, 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_____ 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 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

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 the services.

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

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

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

Coverages and Limits. Consultant will maintain the types of 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.

CONSULTANT

Dated: _____ **By _____**

CITY OF COMPTON
Recommended for Approval:

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

Approved by:

Dated: _____ **By _____**
City Manager

Approved as to form:

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

ATTEST:

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

March 12, 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 MILLER SPATIAL AND ESTABLISHING A PURCHASE ORDER AND ENTERING INTO A CONTRACT FOR ON-CALL GEOGRAPHIC INFORMATION SYSTEM (GIS) SUPPORT SERVICES FOR FISCAL YEARS 2018/19, 2019/20 AND 2020/21 ($35,000.00 PER YEAR)**

SUMMARY

This resolution authorizes the City Manager to issue a purchase order and enter into a contract with Miller Spatial, in the amount of not to exceed THIRTY-FIVE Thousand Dollars ($35,000.00) for On-Call GIS Support 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 GIS Support services for updating the Geographic Information System, which consists of a map database of the water system pipelines and facilities, on an as-needed basis.

A Request for Proposals was advertised on October 24, 2018 and proposals were solicited from Consulting Firms experienced in this type of engagement. On November 8, 2018 proposals were received from seven (7) 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:

• Miller Spatial	25.18
• Nobel Systems	23.2
• Langan	21.45
• Michael Baker	21.35
• Draw Tap	20.85
• Padre	20.3
• EEC Environmental	20.3

FINANCIAL IMPACT

The estimated cost to perform On-Call GIS Support Services for each of the Fiscal Years 2018/19, 2019/20 and 2020/21 is $35,000.00.

Funds for this expenditure are available in Account 5000-900-000-4249 (Special Department Expense) in the amount of $35,000.00 for FY 2018/19. Staff will Budget funds in future 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 MILLER SPATIAL AND ESTABLISHING A PURCHASE ORDER AND ENTERING INTO A CONTRACT FOR ON-CALL GEOGRAPHIC INFORMATION SYSTEM (GIS) SUPPORT SERVICES FOR FISCAL YEARS 2018/19, 2019/20 AND 2020/21 ($35,000.00 PER YEAR)

WHEREAS, The Municipal Water Department from time to time may require professional GIS Support services for updating the Geographic Information System, which consist of map database of the water system pipelines and facilities, on an as-needed basis; and

WHEREAS, the Department advertised for proposals for On-Call GIS Support Services for Fiscal Years 2018/19, 2019/20 and 2020/21. Proposals were opened on November 8, 2018 from the following:

VENDOR	
Miller Spatial	25.18
Nobel Systems	23.2
Langan	21.45
Michael Baker	21.35
Draw Tap	20.85
Padre	20.3
EEC Environmental	20.3

WHEREAS, Miller Spatial, 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 Miller Spatial in the amount of Thirty - Five Thousand Dollars ($35,000.00) for On-Call GIS Support Services is hereby accepted.

SECTION 2. That the City Manager is hereby authorized to enter into a contract, upon the advice of the City Attorney, in the amount of $35,000.00 for Miller Spatial for the On-Call GIS Support 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 2019/2020 and 2020/2021.

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
MILLER SPATIAL SERVICES, LLC

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 **MILLER SPATIAL SERVICES, LLC** (hereinafter referred to as **"CONSULTANT"**), located at 3976 Market Street, Riverside, California 92501.

RECITALS:

WHEREAS, the City seeks to maintain and enhance the Geographic Information System ("GIS") database for the Water Department; and

WHEREAS, the City has identified a need for a qualified and experience professional consulting firm to provide a combination of onsite and external professional GIS maintenance services on an "on-call" as-needed hourly basis; and

WHEREAS, by Resolution No. _____, adopted on _____ day of March, 2019, the City Council authorized the City Manager to enter into a professional services agreement with the Consultant (Miller Spatial Services, LLC) to provide GIS maintenance and professional services required; and

WHEREAS, Consultant represents 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 professional Geographic Information System maintenance and professional services for the Compton Municipal Water Department. The Consultant shall work closely with the General Manager and team to update and maintain the GIS database to meet the needs of the

Compton Water Department. Services to be rendered shall include, but not be limited to the below-indicated task and deliverables:

- Maintenance of the departments GIS database
- On-Call services for the database
- Updates to systems for new installed services
- Maintain the Esri's Operations Dashboard

As more fully specified in the City's **"Request for Proposals for GIS Support services** dated November 8, 2018 which is attached hereto and incorporated herein.

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.

Bruce Miller, Founder 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 November 8, 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 **Thirty-Five Thousand Dollars ($35,000).**

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 the services.

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

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

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

Coverages and Limits. Consultant will maintain the types of 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:

Miller Spatial Services, LLC
3976 Market Street
Riverside, California 92501
Attn: Bruce Miller, Founder
(951) 505-9276

To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: General Manager, Compton Municipal Water Department** **(310) 605-5505** **(310) 763-4567 – fax.**
With copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

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

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.

Miller Spatial Services, LLC
CONSULTANT

Dated: _____ **By _____**
Bruce Miller - Founder

CITY OF COMPTON

Recommended for Approval:

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

Approved by:

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

Approved as to form:

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

ATTEST:

Dated: _____ By _____
Alita Godwin, City Clerk

PROPOSAL

RFP GEOGRAPHIC INFORMATION SYSTEM (GIS) SUPPORT SERVICES

Submitted To: City of Compton
Attention: Ms. Alita Godwin
205 S Willowbrook Avenue
Compton, CA 90220

Submitted On: 11.8.2018

MILLER SPATIAL

COMPTON

Miller Spatial Services
3499 Tenth Street
Riverside, CA 92501

Contents

Section 1: Letter of Transmittal 3
Section 2: Executive Summary 4
Section 3: Qualifications of Persons to be assigned to Compton 5
Section 4: List of References 8
Section 5: List of Contracts in Compton 10
Section 6: Fee Proposal 10
Section 7: Outside funding sources obtained 10
Section 8: Understanding of City's Needs 11
Section 9: Limit of General Liability and Professional Liability Insurance 13
Section 10: Subcontractors 14
Section 7: General Company Information 15
Attachment A: Staff Resumes 16

Section 1: Letter of Transmittal

Brian A Dickinson
General Manager
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

11.8.2018
RE: RFP for Geographic Information System (GIS) Support Services

Dear Brian Dickinson,

Miller Spatial Services, LLC is excited to bring our proposal to the City of Compton in response to the District's RFP for GIS Support Services. As a local multi-service organization based in Riverside, CA, Miller Spatial is committed to providing the most comprehensive and cutting-edge solutions to our clients. With over 50 years of combined experience in GIS and Asset Management, particularly with clients very similar to the City of Compton, Miller Spatial is best suited to provide the services to fulfill the requirements of the RFP for GIS support services.

Miller Spatial recently completed the mapping of the City's water assets. As part of that project we also setup the GIS server and created many applications on the City's ArcGIS Online site. We are very familiar with the City's internal network, software, and staff. We believe there are many opportunities for the City to leverage the use of GIS to improve operational efficiency without purchasing any additional software.

Miller Spatial is proposing to do all work without any subcontractors other our offshore team that was used for the original data conversion project.

The following has been included with our proposal submittal:

- 4 Copies of Qualifications Proposal
- 1 Separate Fee Proposal

This proposal is valid and binding for a period of 90 days after the proposal due date.
Thank you for considering Miller Spatial for this project. Please contact me if you have any questions or concerns.

Sincerely,

Bruce Miller, GISP
Founder | GIS Consultant

esri Partner Network Silver

Section 2: Executive Summary

Miller Spatial is proposing to provide GIS support services to the City of Compton. The City recently completed the mapping of its water assets into an Esri GIS format. The City has an Enterprise License Agreement with Esri, and is currently using ArcGIS Server, ArcGIS Desktop, and ArcGIS Online applications to support its Enterprise GIS. The City has no GIS staff and needs GIS services related to maintaining the GIS system including the following:

- **GIS Data Updates.** The City has new development projects that require large GIS updates in specific areas using project as-built plans. The City also has red lines (markups) which are edits that field staff have identified need to be made when using GIS out in the field. It is important that these redline updates be done in a timely manner so that the field staff trusts the accuracy of the GIS. In additional to the updates/maintenance of the current water GIS data, the City may need new layers created such as pressure zone boundaries.
- **Programming Support**. Miller Spatial created the Water Viewer used by the City in ArcGIS Online. This application required very little programming. Miller Spatial tries to configure the various Esri template applications first, but programming is typically required to some extent when integration with other databases is required such as with the billing system. The City currently uses Springbrook for the billing system. A script can be written to do a nightly extract of the Springbrook database so that information such as customer information and consumption data can be accessed by staff in the GIS applications. .
- **Training.** City staff will need period training for various components of their Enterprise GIS. This may include training field staff on the use of field applications or training of office staff on created maps or administrative tasks.
- **Ad-Hoc Map/Data services.** The City may need various types of maps created for various reasons such as demographic analysis to support a granite, or a map showing water breaks. Miller Spatial staff can support the city in any of its GIS needs. This could also include the printing of updated atlas books if needed.

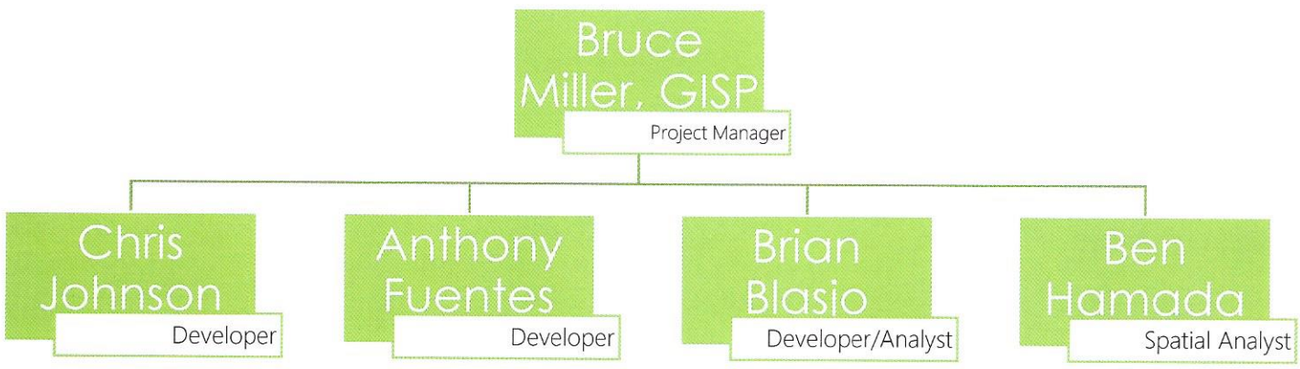
Miller Spatial is an Limited Liability Company. The legal name and address of the firm is:

Miller Spatial Services, LLC
3499 Tenth Street
Riverside, CA 92508
Phone: 888-80MILLER (888-806-4553)

Project Manager: Bruce Miller
Office Location:
3499 Tenth Street
Riverside, CA 92508
Mobile: 951-505-9276
Email:bmiller@millerspatial.com

Section 3: Qualifications of Persons to be assigned to Compton

The project organization chart for our team is below.



Bruce Miller GISP, President | Project Manager

Mr. Miller will be your Project Manager and direct contact. Mr. Miller has earned his GIS Professional (GISP) certification and brings over 25 years of experience providing GIS and Asset Management services to public agencies with a specialization in the Water industry. Mr. Miller has been responsible for directing complex mapping projects, addressing logistical and technical concerns. Services include database development/administration and maintenance, map creation, needs assessment, implementation and integration. Integration services include integrating GIS databases (SQL Server or Oracle) with other systems such as CCTV, GraniteNet, Customer Billing, Document Management (Laserfiche), and Work Orders. He also provides field data capture automation, training, and general IT support.

Chris Johnson, Developer

Mr. Johnson is an expert in computer programming and has considerable experience in various languages. He is extremely talented in Python development and adept at creating scripts for integration with other systems such as billing and document management systems. Mr. Johnson has developed many custom widgets for ArcGIS Online using the JavaScript API.

Anthony Fuentes, Developer

Mr. Fuentes has his master's Degree in Geographic Information Systems. His expertise is in developing applications using the Esri platform. He is experienced in the Esri JavaScript API and has used the APIs to create

Web App Builder widgets and integrate with the ArcGIS Workforce Application. He has also completed integrations with AVL systems such as Network Fleet and GeoTab.

Brian Blasjo, IT Support/Developer/Analyst

Brian Blasjo is a detail-oriented GIS professional with a diverse background in IT and extensive experience in software, networking, programming languages and databases. He tackles complex problems and produces creative solutions in an ever-changing technical environment. He is known for creating strong internal customer relationships using interpersonal communication skills. He has hands-on experience in multi-tiered, distributed enterprise applications.

Ben Hamada

Mr. Hamada has his master's degree in GIS. He is very proficient in the latest ESRI software including ArcGIS Pro and ArcGIS Online. In additional to his educational training in GIS, he also worked at SRI as a GIS Analyst prior to working for Miller Spatial where he worked on landscape data analysis projects. Mr. Hamada will be responsible for the asset inventory at the plants and publishing map services that will be used by Cityworks.

The following table shows our history of providing similar services.

CLIENT	GIS Support Implementation	Cityworks Support Implementation	Water	Sewer	Parks
Fontana Water Company, CA	•		•		
Golden State Water Company, CA	•		•		
San Gabriel Valley Water District, CA	•		•		
West Valley Water District, CA	•		•		
Indio Water Authority, CA	•	•	•		
East Valley Water District, CA	•	•	•	•	
Great Oaks Water Company, CA	•		•		
Western Municipal Water District, CA	•		•	•	
City of Escondido, CA	•	•	•	•	
City of Compton, CA	•		•		
Rancho Palos Verdes, CA	•	•		•	•
City of Big Bear Lake, CA	•				
City of Henderson, NV	•				
City of Moreno Valley, CA	•				
Moulton Niguel Water District, CA	•		•		
City of Lemon Grove, CA	•	•		•	•
Rincon Diablo Water District, CA	•		•		
City of Norco, CA	•			•	
Santa Ana Watershed Project Authority, CA	•		•		
City of Saratoga Springs, UT		•	•	•	•
Yorba Linda Water District, CA	•	•	•	•	
Carmichael Water District, CA	•		•		
City of Redlands, CA		•			
City of Oceanside, CA	•		•	•	
City of San Gabriel, CA	•	•		•	
City of Sausalito, CA		•		•	
City of Fort Collins, CO		•			
Eastern Municipal Water District, CA	•		•	•	
La Canada Flintridge, CA	•				

Office Location

Our office is in the downtown area of Riverside, California. Our staff is available 24 hours a day, 7 days a week. Our rates are fixed regardless of the time of day or day of the week. Our goal is to always be there when you need us. Miller Spatial staff are always available remotely and can be available on site as needed.

Section 4: List of References

Name of Customer: East Valley Water District,31111 Greenspot Rd, Highland, CA 92346	
Concurrent Users: N/A	**Named Users: 74**
Contact Name/Title: Robert Peng/IT Manager	**Telephone #: 909-806-4097**
Miller Spatial has been providing on-going GIS Services for 8 years. Services include maintenance of their GIS data and development of field and office applications and dashboards.	
Go Live Date: July 2013	
Other comments: Used by Distribution, Production, Customer Service, Finance, Engineering, and Fleet.	
Name of Customer: City of Norco (Public Works), 2870 Clark Ave, Norco, CA 92860	
Concurrent Users: N/A	**Named Users: 10**
Contact Name/Title: Chad Blais/PW DIrector	**Telephone #:951-270-5678**
Miller Spatial has provided GIS Support services to the City (Water, Sewer, Stormwater, and Parks) for 2 years. This includes creating ArcGIS Online Applications for the field and office and data maintenance	
Go Live Date: 2015	
Other comments: Parks department is using Cityworks Mobile App to complete their park inspections.	
Name of Customer: Indio Water Authority, 83101 Avenue 45, Indio CA 92201	
Concurrent Users: N/A	**Named Users: 35**
Contact Name/Title: Miguel Pena/ Water Super	**Telephone #:760-625-1852**
Modules/Functionality Installed: Miller Spatial has been providing GIS support services for 4 years.	
Go Live Date: 2014	
Other comments:	

Name of Customer: West Valley Water District, 855 W Baseline Rd, Rialto, CA 92376	
Concurrent Users: N/A	**Named Users: 10**
Contact Name/Title: Telat Yalcin/GIS Coordinator	**Telephone #: 909-875-1804x370**
Miller Spatial completed the mapping of the WVWD water system last year. Miller Spatial has developed many office and field applications built on their GIS data and continues to provide on-going GIS support.	
Go Live Date: July 2016	
Other comments:	
Name of Customer: City of Compton (Water), 205 S Willowbrook Ave, Compton, CA 90220	
Concurrent Users: N/A	**Named Users: 3**
Contact Name/Title: Martin Urquhart/Supervisor	**Telephone #:310-605-6241**
Miller Spatial completed the mapping of the City's water utilities earlier this year. MS also setup the City's GIS Server, created a Water Viewer, and setup field applications for recording water leaks.	
Go Live Date: 2018	
Other comments:	

Section 5: List of Contracts in Compton

Miller Spatial Services, LLC has had 2 contracts with the City of Compton.

1. (2015) The first contract was for GIS Technical Services and included the following:
    - New Server GIS Setup
    - Data Migration (Basemap and planning layers)
    - Setup ArcGIS Online and General Planning Viewer

2. (2016) The second contract was for the mapping of City's water infrastructure. Existing as-builts, atlas sheets, and modeling data were used to map the City's water infrastructure. The scope of work also included the development of water specific applications. Applications developed include:
    - Water Viewer
    - Valve Isolation Application
    - Leak Recorder

Section 6: Fee Proposal

See separate sealed envelope

Section 7: Outside funding sources obtained

Miller Spatial has not directly obtained outside funding sources. However, we have assisted clients in generate maps and demographic information that was used to win state grants for water conservation and AMI related projects. We have consultants that were not included in the team that can assist with obtaining grants.

Section 8: Understanding of City's Needs

Miller Spatial Services, LLC has a complete understanding of the City's current GIS environment and needs. Miller Spatial setup the GIS Server, mapped the City's Water infrastructure, and created the web applications that the city is using for their GIS needs. The foundation for the water related workflows has now been established. It is critical that the City continue to keep its GIS data up to date so that it can be used to make important decisions. The city has no GIS staff to maintain the software updates, data, or applications that reside on ArcGIS Online. Miller Spatial has the technical staff to continue to maintain the entire GIS environment for the City.
In additional to updating the GIS data for the city, the following present opportunities for the city to expand their use of GIS:

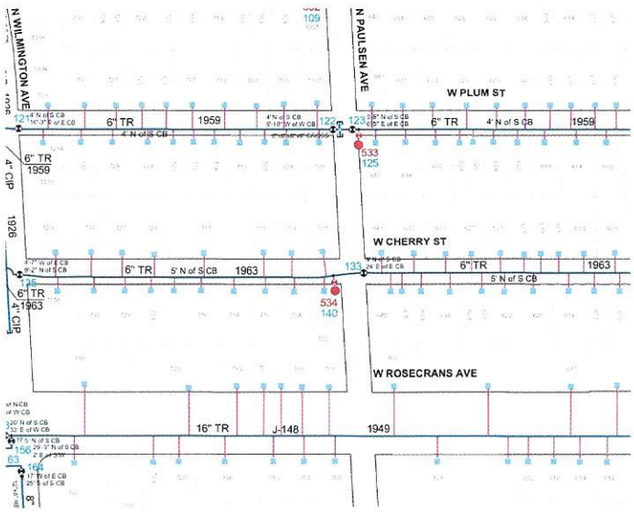
- Integration of Springbrook billing system data with GIS (customer information and consumption data)
- Development of applications to track water conservation rebates and water audits
- Field applications for valve exercising and hydrant flushing/inspections
- Field applications for work order tracking
- Development of operations dashboards to track field work and water loss.
- Analytics for identifying potential Capital Improvement Projects
- Applications for project tracking and monitoring

Services that could potentially be needed include:

- Upgrading ArcGIS software to the current version
- Creation of additional ArcGIS Online applications
- Expanding the use of ArcGIS to other departments
- Integrate other application databases with GIS
- Manage work orders through GIS
- Acquire, update, or develop GIS data
- Provide additional training
- Field data collection

The City has requested the following in the scope of Work:

Part I – Map Layer Updating and Creating New Map Layers
Miller Spatial will provide up to 192 Hours for providing services related to updating existing layers or creating new GIS layers as requested by Water Department staff. Miller Spatial will leverage the same offshore team for data maintenance that was used for the data conversion project. The same conversion specifications and QA/QC procedures will be used. Using our offshore team for these services will greatly reduce the overall cost for data conversion/maintenance services so that more hours can be used for the programming support services including the integration with Customer Service billing software (Springbrook).



MILLER SPATIAL

Park II - Training

Miller Spatial will provide up to 48 hours for training of Water Department staff as needed. Larger training sessions will be provided on site, but one on one sessions can be provided through web conference meetings when agreed upon between Miller Spatial and the City. Training can include Field or office staff for the use of GIS applications or administration training if City staff desires to take over some of the administration tasks of the GIS.

Project Management

Bruce Miller will be providing project management for the duration of the contract. He has over 20 years of project management experience, including projects very similar to the City of Compton, and has been the primary contact for previous contracts with the City. He will manage all communications, scheduling, workload, assignments, and reporting for Miller Spatial Services. He is available to be on-site or on-call whenever needed to assist with development, testing, troubleshooting, and additional support. He will be the main contact for all communication and any issues with the implementation.

To help facilitate project management, Miller staff use Teamwork Projects to manage all the tasks, communications, timeline, and document repository for each project. All District stakeholders will receive an invitation to access certain information on the Teamwork site. Miller Spatial will also continue to use its Sifter Web Site for tracking questions and issues during data maintenance tasks.

Monthly status meetings will be held with City staff and the project manager to review the status of current tasks and plan future tasks. These meetings maybe held at the City or conference call at the City's (determined by City).

Data Updates will be performed using the same staff that was previously used for the data conversion project. The same conversion standards will be used for data maintenance.

Section 9: Limit of General Liability and Professional Liability Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	
Grand Conexion Insurance Services 2910 S Archibald Ave Suite A160 Ontario, CA 91761	PHONE (A/C, No, Ext): 909-781-5235	FAX (A/C, No): 714-541-6266
	E-MAIL ADDRESS: jen@insurancehookup.com	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Miller Spatial Services, LLC 20590 Bloomfield Rd Riverside, CA 92508	INSURER A : UNDERWRITERS AT LLOYDS	
	INSURER B : HARTFORD ACCIDENT AND INDEMNITY CO	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			ESG04517195	03/12/2018	03/12/2019	EACH OCCURRENCE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			72 WEC GH9313	11/17/2017	11/17/2018	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Errors & Omissions			ESG04517195	03/12/2018	03/12/2019	Each Claim $2,000,000 Aggregate $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE J Taglien

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Section 10: Subcontractors

Miller Spatial Services, LLC will use iGroove Technologies (based in India) for all data conversion/update tasks. iGroove has over 10 years of experience in data conversion projects. This is the same company that was used for the Compton water data conversion project. iGroove Technologies is a long-time business partner with Miller Spatial, and they have completed many projects for Miller Spatial including:

City of Compton – Mapping of water infrastructure
Golden State Water Company – Mapping of water infrastructure for 25 service areas
West Valley Water District – Mapping water infrastructure
East Valley Water District – Completed mapping of various GIS layers
Eastern Municipal Water District – Provides on-going GIS updates of water and sewer infrastructure
City of Los Angeles – Completed conflation of history tree data for millions of trees throughout city
Rincon Water District – Mapping of water infrastructure

Miller Spatial can provide data maintenance services locally, but the cost will be at our local rates which are much higher.

Section 7: General Company Information

Company Overview

Miller Spatial Services, LLC (Miller) is a multi-service organization providing specialized services in asset lifecycle management, Geographic Information Systems (GIS), and application software services. Miller provides professional services including consulting, implementation, training, staffing and technical support.

The Miller Spatial team has implemented and customized Esri software and GIS data in over 20 distinct organizations. Our team has an unmatched breadth of experience, unique talent and industry leading know-how that will server your support needs.

Miller Spatial is comprised of a core group of GIS professionals,as well as Asset Management, networking, and programming professionals with extensive experience in the industry. Miller Spatial has 10 technical employees and large network of trusted partners that can be utilized as needed. Our employees have expertise in Esri software implementation, customization and integration, application development, asset management, and database administration.

Miller Spatial sets the standard for high quality CMMS/AMS implementation projects, particularly within organizations who manage water, sewer, and park assets. Our asset management and GIS teams are staffed with a wide range of industry and technical experts, combining for over 30 years of experience in GIS and asset management. We have achieved certification with the Institute of Asset Management and maintain active partnerships with ESRI, Cityworks, CitySourced and others.

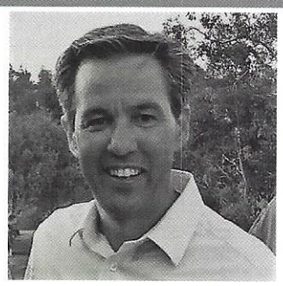
Miller currently has 40 active clients throughout the western United States, but our business is primarily in Southern California. We are local to Compton and can be on-site, same day if necessary.

Partner Network

We are official Business Partners of Esri, Cityworks®, and CitySourced. Each of these partnerships provides opportunities for access to developer teams and support personnel as needed. Our employees also have access to training and education with these specific partners that keeps them up to date on the latest developments and technologies. Our strong relationships allow us to be early accepters for the latest releases and applications.

Attachment A: Staff Resumes

Staff resumes are contained on the following pages.



Bruce Miller, GISP

President/GIS Consultant

Mr. Miller has his GIS Professional (GISP) certification and has over 20 years of experience providing GIS and asset management related services to public agencies. Mr. Miller has been responsible for directing complex mapping projects addressing logistical and technical concerns.

Services include database development/administration and maintenance, map creation, needs assessment, implementation and integration. Integration services include integrating GIS databases (SQL Server or Oracle) with other systems such as CCTV, Customer Billing, Document Management (Laserfiche), and Work Orders. He also provides field data capture automation, training, and general IT consulting services.

Summary of Skills

- Expertise using ESRI's ArcGIS software products, ArcGIS Desktop 10.x, ArcGIS Server, ArcGIS Online, and ArcGIS Pro
- Experience in administration of Cityworks® AMS
- Expertise in Mapping, GIS Data Modeling, Systems Integration, Needs Assessments
- Over 15 years of Project Management experience
- Experience with GPS data collection using Trimble
- GPS units and post processing data by differential correction
- Database experience with SQL Server, Oracle, and Microsoft Access
- Programming experience in Python, Visual Basic, HTML

Representative Projects

- East Valley Water District, Cityworks® AMS Implementation and GIS Support, GraniteNet Implementation
- City of Lemon Grove, Cityworks® AMS Implementation and GIS Support, GraniteNet Implementation
- City of Redlands Cityworks® PLL/AMS enhancements project oversight
- West Valley Water District, GIS data conversion and implementation
- San Gabriel Valley Water Company ArcGIS Online application support
- Western Municipal Water District – GIS support services oversight
- Fontana Water Company, Quality Control for GIS Data Conversion
- Indio Water Authority, GIS Support
- California Water Service Company, GIS Conversion Quality Control
- Laguna Beach County Water District, GIS Conversion
- Alameda County Water District, GIS Conversion
- Otay Water District, GIS Data Maintenance
- Mission Springs Water District, GIS Conversion

EDUCATION

Bachelor of Science Degree, Environmental Science, University of California, Riverside

CERTIFICATIONS

2012 – Geographic Information Systems Professional (GISP)

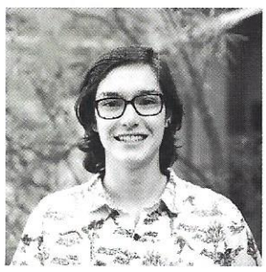
PUBLICATIONS

2017 – Discovering Insights for ArcGIS, IEGIS User Group

2015 – Using ArcGIS as a Project Management Platform, Esri UC

2015 – Conservation Through Transformation, Esri Water Group

2013 – The Benefits of Following the Strategic Plan, Esri UC



Ben Hamada

Spatial Technician

Mr. Hamada has his master's degree in GIS. He is very proficient in the latest ESRI software including ArcGIS Pro and ArcGIS Online. In additional to his educational training in GIS, he also worked at SRI as a GIS Analyst prior to working for Miller Spatial where he worked on landscape data analysis projects. Mr. Hamada has also been mapping facilities assets at East Valley Water District.

EDUCATION

Bachelor of Arts Degree, Art Studio, Minor Environmental Studies, University of Redlands

Master of Science in GIS, University of Redlands (2017)

Summary of Skills

- ArcGIS Pro
- ArcGIS Desktop software (data development and analysis)
- ArcGIS Online applications and Story Maps
- Field Data Collection (GPS and Drones)
- GPS data collection – 6 years
- Geocoding
- Python programming

Representative Projects

- East Valley Water District, Mapping of Building Facilities
- SAWPA – Imagery landscape processing
- SAWPA – Meter Geocoding project
- City of Garden Grove – MSA/meter edits
- City of Big Bear Lake – Story Map Development
- West Valley Water District – 3D Reservoir Maps
- City of Highland – Storm water updates

Brian Blasjo

Developer/Analyst

Brian Blasjo is a detail-oriented GIS professional with a diverse background in IT and extensive experience in software, networking, programming languages and databases. He tackles complex problems and produces creative solutions in an ever-changing technical environment. He is known for creating strong internal customer relationships using interpersonal communication skills. He has hands-on experience in multi-tiered, distributed enterprise applications.

Summary of Skills

- Experience using ESRI's ArcGIS software products, ArcGIS 10.x, ArcMap, ArcCatalog and ArcPad.
- System Administration and Virtual Machine Utilization
- ArcGIS Server and ArcGIS Online Administration
- ArcGIS Web Application Development
- Change/Data Management and Process Automation
- Broad range of programming languages (Python, JavaScript, XML, .NET
- Experienced in broad range of applications including ArcGIS, QGIS, SharePoint, Office Suite: Excel, Outlook, Project, PowerPoint, Visio, Word, Access

Representative Projects

- City of Moreno Valley - On site GIS Support
- Western Municipal Water District – On site GIS Support
- La Canada Flintridge – GIS Implementation and application development
- City of San Gabriel – GIS and Cityworks® implementation
- City of Big Bear Lake - Create python script to automate replacing parcels and assessor data from monthly County updates.
- City of Norco - Setup GIS Server and ArcGIS Online. Load GIS data, publish services, and create Web App Builder application
- East Valley Water District - Create new GIS Dataset for plant maintenance operations.
- Carmichael Water District - Setup GIS Server and ArcGIS Online. Load GIS data, publish services, and create Web App Builder application
- City of Compton - Load GIS data into server, publish services, and create ArcGIS Online Web Applications.

EDUCATION

Bachelor of Science Degree, Computer Science, Cal Polytechnic University

CERTIFICATES

2010 – GIS Certificate Program, Mt San Jacinto Community College

Chris Johnson

Spatial Application Developer

Mr. Johnson is an expert in computer programming and has significant experience in various languages. He is extremely talented in Python development and adept at creating scripts for integration with other systems such as billing and document management systems. Mr. Johnson has developed many custom widgets for ArcGIS Online and Cityworks® using the JavaScript API.

EDUCATION

Bachelor of Science Degree, Finance, University of Illinois, Urbana-Champaign

CERTIFICATIONS

Esri ArcGIS Desktop, Associate 10.1

Esri Web Application Developer, Associate 10.1

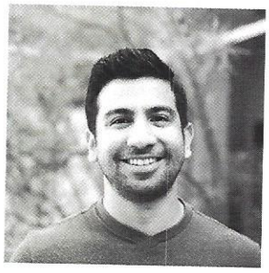
Summary of Skills

- Python programming – 8 years
- Adobe Flex application development – 3 years
- ASP/.Net programming with C++ and Visual Basic – 5 years
- Microsoft SQL Server – 5 years
- ArcMap, ArcGIS Server, ArcSDE and ArcObjects – 5 years
- GPS data collection – 2 years
- Cityworks® API development – 1 year
- MS Access/Excel/Word – 8 years

Representative Projects

- East Valley Water District – On site GIS Support services, Cityworks® Customization and integration with Tyler Billing System. Integrated Dig Alerts for Cityworks®
- Indio Water Authority – Cityworks® customization, Integration with THE
- San Gabriel Valley Water Company/Fontana Water Company – On site GIS script support. Setup Dig Alerts using ArcGIS Online
- Carmichael Water District – Development of GIS Viewer application using Esri Web App Builder with integration with billing system
- Western Municipal Water District – ArcGIS Online Web App Builder development
- West Valley Water District – Developed Web App Builder web applications with integration to billing system information. Setup applications for Valve Isolation Trace and recording leaks.
- Golden State Water Company – Developed custom document management widget for Web App Builder applications
- Contra Costa County Clean Water Program – Developed ArcGIS Online GIS Web Applications for Clean Water Program.
- City of Henderson, NV Utility Services – GPS Data collection and QA billing system. Implemented Dig Alerts for Cityworks®.
- WMD Water, Drenth, Netherlands – Integration of INFOR EAM with Flex web application

- Calwater – ArcGIS Server administration, web application development, forms app development
- City of Lemon Grove, CA – ArcGIS Online web application development
- Fontana Water Company, CA – DigAlert project, forms development, ArcGIS Online



Anthony Fuentes

Spatial Applications Developer

Mr. Fuentes has his master's degree in Geographic Information Systems. His expertise is in developing applications using the Esri platform. He is experienced in the Esri JavaScript API and has used the APIs to create Web App Builder widgets and integrate with the ArcGIS Workforce Application.
Services include database development/administration and maintenance, map creation, needs assessment, implementation and integration. Integration services include integrating GIS databases (SQL Server or Oracle) with other systems such as Asset Management Systems, Customer Billing, Document Management and Work Orders. He also provides system training, and general IT consulting services.

EDUCATION

Master of Science Degree, Geographic Information Systems, University of Redlands

Summary of Skills

- Cityworks® AMS and PLL Customization
- Python Scripting
- NodeJS
- JavaScript/HTML/CSS
- jQuery
- Leaflet
- GIS Data Analysis
- Network Fleet/MyGeoTab AVL integration

Representative Projects

- Indio Water Authority – AVL (GeoTab and Network Fleet) integration with Cityworks®
- Yorba Linda Water District – AVL (GeoTab and Network Fleet) integration with Cityworks®
- City of Redlands – Cityworks® PLL integration with West Valley Water District – Water Conservation Web Apps and ArcGIS Survey 1-2-3 workflows.
- Riverside County EDA – ArcGIS Online Web Application
- ArcGIS DigAlert integration

MILLER
SPATIAL

November 8, 2018

Mr. Brian A Dickinson
City of Compton
205 South Willowbrook Ave
Compton, CA 90220

SUBJECT: FEE PROPOSAL FOR GIS SUPPORT SERVICES

Dear Mr. Dickinson,

The rates for this fee proposal will remain firm for five years from contract commencement date.

Minimum hours for work/meetings at the City will be billed for a minimum of 2 hours. Remote meetings will be billed based on actual time.

Fee Proposal

Services provided under this scope of work will be billed at the following hourly rates:

GIS Project Manager	**$110**
GIS Developer	**$100**
GIS Analyst	**$75**
GIS Technician	**$70**
Offshore Technician	**$20**

This project will be billed on a Time and Material basis. Mileage costs will not be billed for on site meetings.

Any material costs (scanned documents/printing) will be billed at cost plus 15%.

Thank you for considering Miller Spatial for your GIS needs. Please contact me if you have any questions or concerns.

Sincerely,

esri Partner Network Silver

Bruce Miller, GISP

Founder | GIS Consultant

3499 10th Street, Riverside, CA 92501 Phone:951.505.9276 Email:BruceMiller@MillerSpatial.com