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.

REVISED
COMPTON CITY COUNCIL
AGENDA
11/05/2019
5:30 PM

HEARING(S)

5:35 P.M. - PUBLIC HEARING TO AMEND THE CITY OF COMPTON'S GENERAL PLAN TO ADOPT THE 2013-2021 HOUSING ELEMENT

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

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 OCTOBER 8, 2019

3 OCTOBER 15, 2019

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

4 INVESTMENT REPORT - SEPTEMBER 2019 (Receive and File)

CITY MANAGER

5 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR CRAFCO INC TO PURCHASE A KM8000 TEDD ASPHALT HOTBOX TRAILER ($47,290.99).

6 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SERVICE CONTRACT AND AUTHORIZING THE ISSUANCE OF PURCHASE ORDER FOR DUNCAN HAULING TO PROVIDE ALLEY AND RIGHT OF WAY CLEANUP SERVICES ($15,000)

7 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SERVICE CONTRACT AND AUTHORIZING THE ISSUANCE OF PURCHASE ORDER FOR SCREAMING EAGLES TO PROVIDE ALLEY AND RIGHT OF WAY CLEANUP SERVICES ($15,000)

PUBLIC WORKS DEPARTMENT

WATER DEPARTMENT

8 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A3-YEAR PROFESSIONAL SERVICES AGREEMENT WITH TESCO CONTROLS, INC. FOR PROVISION OF SUPERVISORY CONTROL AND DATA ACQUISITION MAINTENANCE AND INTEGRATION SUPPORT SERVICES ($105,000)

9 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A GEOGRAPHIC INFORMATION SYSTEMS BASED ASSET AND OPERATIONAL MANAGEMENT SOFTWARE SERVICES AGREEMENT, INCLUDING 3-YEARS MAINTENANCE AND SUPPORT SERVICES, WITH SEDARU, INC. ($130,000)

10 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH H20 SOLUTIONS, LLC FOR THE UNDERWATER CLEANING, INSPECTING AND MAINTENANCE OF THE CITY'S WATER STORAGE TANKS ($14,347.52)

REGULAR AGENDA

NEW BUSINESS

11 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF MV TRANSPORTATION, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A 3-YEAR FIXED ROUTE TRANSIT SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER FOR THE OPERATION AND MAINTENANCE OF THE COMPTON RENAISSANCE FIXED ROUTE TRANSIT ($2,958,685)

12 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE USE OF THE 2020 CENSUS GRANT FUNDS AND APPROVAL OF THE CITY OF COMPTON'S 2020 CENSUS STRATEGIC PLAN

13 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE FIRST QUARTERLY BUDGET AMENDMENT TO THE 2019-2020 FISCAL YEAR BUDGET AND TRANSFERRING FUNDS BETWEEN VARIOUS ACCOUNTS

14 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING A CHARTER REVIEW COMMITTEE FOR THE CITY OF COMPTON

15 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A CITY-WIDE CLEAN COMPTON INITIATIVE

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 11/12/2019 5:30:00 PM @ 11/12/2019 5:30:00 PM.

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

View Meetings Live at
http://www.comptoncity.org/officials/clerk/agendas/video.asp

OCTOBER 8, 2019

The Compton City Council Closed Session meeting was called to order at 4:42 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 Brown.

ROLL CALL

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

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

CLOSED SESSION AGENDA ITEMS

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Perez v. City of Compton, WCAB Case No. ADJ7734883 Evans v. City of Compton, WCAB Case No. ADJ11321675 Pursuant to California Government Code Section 54956.9(a)

City Attorney Damon Brown requested a closed session to discuss a conference with legal counsel-existing litigation for Perez v. City of Compton, WCAB Case No. ADJ7734883, and Evans v. City of Compton, WCAB Case No. ADJ11321675 Pursuant to California Government Code Section 54956.9(a).

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

There were no audience comments.

On motion by McCoy, seconded by Mayor Brown (who stepped from the Chair) Council voted to recess to closed session at 4:44 p.m. by the following vote on roll call:

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

On motion by McCoy, seconded by Sharif, the City Council voted to re-convene to open session at 5:51 p.m. by the following vote on roll call:

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

REPORT OUT OF CLOSED SESSION

City Attorney Damon Brown reported that there was no reportable action taken during the closed session.

INTRODUCTION OF SPECIAL GUEST

Mayor Brown introduced and welcomed the new Captain for the Compton Sheriff's Department, **Captain LaTonya Clark** to the City Compton.

Captain LaTonya Clark stated that she born and raised in Compton and is thrilled to be able to give back to her community and serve the great citizens of Compton. Captain Clark indicated that Compton has made great strides and she is happy to be a part of Compton's development and success.

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

Robert Ray, Compton resident, indicated that tickets are still available for the Marie Hollis Retirement Celebration, adding that there will be no tickets sold at the door. Mr. Ray thanked the City Council for the street repair contract. He then commented that he is in favor of a permanent ban on all Fireworks. Mr. Ray concluded by questioning the need for the City to hire an outside firm to handle public relations.

Rodney Lister, Compton resident, requested a copy of the list of all Successor Agency-owned property in the City of Compton. Mr. Lister also questioned whether a public hearing was held regarding the Fireworks moratorium, indicating that many community organizations depend on the revenue generated from the sale of fireworks to fund their community programs. Mr. Lister noted that he is opposed to fireworks celebration that continue after the 4th of July.

David Solis, Compton resident, spoke regarding his high property taxes. Mr. Solis also requested that the City remove the trash from the alley ways, particularly near Wilmington Avenue, further adding that there is also quite a bit of homeless activity in the City.

Frank Heldman, Director of Operations for Liberty Utilities, spoke regarding agenda item Number 10 (funding agreement with Liberty Utilities). Mr. Heldman thanked Councilmember Chambers for issuing a letter of support to Liberty and further thanked the entire Council for collaborating on this project for the benefit of the community. Mr. Heldman informed the community that Liberty will be enhancing rebates to residents and further indicated that Liberty Utilities will be submitting a bid to acquire the Sativa Water System to provide clean, reliable water to the resident.

Benjamin Holifield, advocated for regular reports regarding Gaming report and the City's finances, indicating that it is imperative that the residents become informed of what is happening in our City. Mr. Holifield welcomed and commended the new Sheriff's Captain Clark and further expressed his desire for Compton to be safe, clean and friendly.

Richard Earl, Compton resident, presented a letter from Concerned Citizens, Inc., which stated that for 20 years the Citizens have worked to better the image of Compton and enhance the quality of life for our citizens. The Concerned Citizens officially stated that they are opposed to the cable television show "Black Ink-Compton," because this program continually depicts life in our City very negatively, and often blatantly false. The Concerned Citizens requested that the City Council take action by making a public statement expressing their lack of support for the way Compton is portrayed; secondly, contact the network responsible for Black Ink-Compton's production to express the concerns of the community. Mr. Earl concluded by noting that we all must work together to restore, uplift and improve the great City of Compton.

David Irons, Compton resident, stated that gentrification and re-zoning are causing the homeless population to increase. Mr. Irons stated that he is thrilled to see that the residents are beginning to fight back.

Kevin Brown, Compton resident, requested another chance to get on the right track with the Outreach program, indicating that no one should be homeless.

Carol Green, Compton resident, indicated that there are several residents on her street that are selling cars illegally on the street. Ms. Green noted that one of these neighbors parks/stores his vehicles on the residential street, which creates problems for the residents as there are no parking spots available. Ms. Green urged the City to assist the residents of the 500 Block of Matthisen Avenue, Compton.

Mayor Brown requested that the City Manager bring forth a power-point presentation regarding the implementation of a city-wide permit/preferential parking system.

Maria Villareal, CEO Latino Chamber of Commerce, raised concerns regarding the increased illegal drinking of alcohol outside of local businesses and also the illegal dumping around the City. Ms. Villareal felt that these concerns must be vigorously addressed for the safety of the residents, and offered her services to the Council to institute a plan of action.

Adolpho Varas, Executive Director of the Latino Chamber of Commerce, invited the Council and community to attend the *2nd Annual Taste of Compton* event scheduled for October 26, 2019 beginning at 11 a.m. Mr. Varas informed the residents that the Chamber will be partnering with the Compton Grocery Outlet and distributing food to the homeless, Seniors and anyone who is in need. This food distribution will take place on November 27, 2019 for the entire day. Mr. Varas thanked and commended Liberty Utilities for contributing back to the residents of the community.

Clinton Stewart, Compton resident, spoke regarding the schedule for street repairs, and urged the Council to provide financial reports to the residents relative to Compton's finances and Measure P funds and the Gas Tax. Mr. Stewart felt that there should be a group that travels through the communities of Compton and informs the residents of what is going on and assist in beautifying the City and cleaning the streets and trimming the trees. Mr. Stewart emphasized that we must improve the appearance of the City of Compton.

Mayor Brown stated that the Council is working daily to improve the City, indicating that the first step is to clean-up Compton and the next step will be to beautify the City of Compton. Mayor Brown further indicated that the City Manager is devising a comprehensive strategy that will appropriately and efficiently deploy the City's resources in a way that will have a measurable visual impact for the residents.

Emon Johnson, City Pride Magazine, stated that City Pride Magazine submitted a proposal for Public Information Officer; however, his company was not selected. Mr. Johnson offered that City Pride has diligently served the Compton community for the last 15 years. He then indicated that the company that was selected for this position is an outside company, and further requested that the selected company provide a presentation to show how they plan to improve the City of Compton.

Charles Jackson, City Pride Magazine, indicated that he is the Editor and Publisher of City Pride Magazine (CPM), with over 20 years of experience in developing print publications. Mr. Jackson detailed his resume and noted that he grew up in the City of Compton and is a graduate of Centennial High School. Mr. Jackson further offered that City Pride Magazine has been covering the City of Compton for many years, and further noted that CPM has established important ties to the community by presenting a positive view of what is taking place in the City of Compton. Mr. Jackson urged the Council to re-consider his proposal for Communications and Public Information Officer.

Lynn Boone, Compton resident, informed the City Council and community that KJLH Radio Station recently hosted a Town Hall meeting regarding gentrification, which is what is currently happening in Compton. Ms. Boone encouraged the residents of the community to fight against being pushed out of their homes, community, and city. She urged the residents to rise-up and demand that the streets be repaved and demand accountability from the City Councilmembers. Ms. Boone spoke in opposition to the vendor for agenda item Number 12 (agreement with Elevate Public Affairs).

Joyce Kelly, Compton resident, opposed agenda item Number 12 (agreement with Elevate Public Affairs). Ms. Kelly spoke in favor of City Pride Magazine receiving the contract for Public Information Officer, as the Magazine has written positive articles regarding the City of Compton. Ms. Kelly urged the Council to fix the potholes and clean up the City.

Adriana Fernandez, Elevate Public Affairs, introduced members of the company's Staff to the community. Ms. Fernandez commented that Elevate is a local, women-owned company, specializing in media and communications. Ms. Fernandez indicated that Compton has a very long, rich history and there is new energy in the City, further adding that this is an exciting time to lean into the positive messages and show a larger audience all that the City of Compton has to offer.

Caesar Santana, Compton resident, addressed the issue of preferential parking with the City Council, indicating that the residents of his neighborhood are having great difficulty finding street parking. Mr. Santana urged the Council to approve permit parking.

Michael Jones, Compton resident, stated that he has experienced difficulties dealing with the Building and Safety Department in his attempts to have a driveway installed. Mr. Jones stated that his project has been place on hold for 4 weeks, because there are no Inspectors available to review his project.

City Manager Craig Cornwell informed the speaker that he is planning on a budget amendment that would bring more personnel to the Building and Safety Department to improve customer service.

Craig Henry, Compton resident, urged everyone to cease with all the negativity and assist the City Council in moving the City forward by working together to improve Compton. Mr. Henry indicated that the Council was elected by the people to set policy, the City Manager implements those policies and Staff carries out the implementation. The City is moving in the right direction; therefore, we must be patient and work together.

Cassandra Washington, Educator in the community, thanked Councilmember Chambers for being accessible to her constituents, and indicated that she has witnessed positive changes in Compton. Ms. Washington detailed an incident whereby a student informed her that she was being molested. Ms. Washington then indicated that she reported this molestation to the Compton Sheriff's Department, however, she was informed that there was nothing that the Sheriff's Department could do regarding the molestation, and she has not received any results from her complaint. Ms. Washington requested the Council's assistance in this matter.

Martin Miller, Compton resident, reported that he is working on a plan to generate money for the City and further presented his vision of a music museum for the City of Compton. Mr. Miller further urged the City to improve the parking situation in Compton for the benefit of the Seniors of the community.

CONSENT AGENDA

APPROVAL OF MINUTES

1. SEPTEMBER 24, 2019 (***Approved***)

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

2. GAMING REPORT - JUNE 20199 (***Received and filed)***
3. GAMING REPORT - JULY 2019 (***Received and filed)***
4. GAMING REPORT - AUGUST 2019 (***Received and filed)***

HUMAN RESOURCES

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,037 AND AUTHORIZING THE CITY MANAGER TO APPROVE AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY ADOPTING CLASSIFICATION SPECIFICATIONS AND ESTABLISHING A SALARY RANGE FOR THE POSITIONS OF LEAD PARKING CONTROL OFFICER AND LEAD SECURITY OFFICER (***Approved Resolution Number 25,129)***

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

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

REGULAR AGENDA

CITY MANAGER'S REPORT

6. A REQUEST TO SCHEDULE A PUBLIC HEARING TO AMEND THE CITY OF COMPTON'S GENERAL PLAN TO ADOPT THE 2014-2021 HOUSING ELEMENT

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

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

CITY ATTORNEY'S REPORTS

7. ORAL REPORT - COMPTON CEMETERIES

City Attorney Damon Brown reported that in July 2019, the City entered Receivership of Angeles Abbey Cemetery to conduct an investigation into the allegations of improper upkeep and poor condition of the property site. The Receivership was terminated in August, 2019. It has been determined that Angeles Abbey did maintain records, filed tax returns and possessed the proper worker's compensation insurance. The cemetery was determined to be in poor condition with dead grass and high weeds, significant water damage to the ceiling of the mausoleum, and there were a number of displaced grave markers. Attorney Brown further indicated that although the cemetery has suffered financial hardship, they appear to be operating within the bounds of law, as the cemetery is registered as a 'religious cemetery.' This religious cemetery designation exempts Angeles Abbey from regulation under the laws of the State of California. The City has filed a lawsuit for declaratory relief and is challenging the religious exemption.

Attorney Brown then reported that the Bureau of Cemeteries through the Attorney General has filed an accusation against Woodlawn Cemetery to revoke their license. The City of Compton is cooperating with the State in this matter, and will be declaring the cemetery site a 'public nuisance.' Attorney Brown concluded that there is a hearing scheduled for February 2020 regarding the license revocation, and he will keep the Council and community apprised of the outcome of those court proceedings.

NEW BUSINESS

8. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 1-7 (ADMINISTRATIVE CITATIONS) OF CHAPTER I OF THE COMPTON MUNICIPAL CODE (First Reading)

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

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

On motion by McCoy, seconded by Sharif, the resolution entitled **'AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 1-7 (ADMINISTRATIVE CITATIONS) OF CHAPTER I OF THE COMPTON MUNICIPAL CODE'** was placed on first reading by the following

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

9. AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON IMPOSING A TEMPORARY MORATORIUM ON FIREWORKS STAND LAND USES AND DECLARING THE URGENCY THEREOF

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

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

On motion by McCoy, seconded by Sharif, **Ordinance Number 2,315** entitled '**AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON IMPOSING A TEMPORARY MORATORIUM ON FIREWORKS STAND LAND USES AND DECLARING THE URGENCY THEREOF'** was adopted by the following vote on roll call:

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

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS DEPARTMENT 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A FUNDING AGREEMENT WITH LIBERTY UTILITIES FOR THE STREET REHABILITATION PORTION OF THE WATERLINE PROJECT ON 137TH STREET AND PAULSEN AVENUE IN THE CITY OF COMPTON FOR AN ESTIMATED TOTAL AMOUNT OF $108,443.53

On motion by Sharif, seconded by McCoy, **Resolution Number 25,130** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS DEPARTMENT 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A FUNDING AGREEMENT WITH LIBERTY UTILITIES FOR THE STREET REHABILITATION PORTION OF THE WATERLINE PROJECT ON 137TH STREET AND PAULSEN AVENUE IN THE CITY OF COMPTON FOR AN ESTIMATED TOTAL AMOUNT OF $108,443,53'** was adopted by the following vote on roll call:

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

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR FIFTY TWO CONSULTING, INC. TO PROVIDE ON-CALL/DEMAND FOR INFORMATION SYSTEMS ENGINEERING AND SYSTEM MAINTENANCE SERVICES ($85,500)

On motion by Sharif, seconded by McCoy, **Resolution Number 25,131** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR FIFTY TWO CONSULTING, INC. TO PROVIDE ON-CALL/DEMAND FOR INFORMATION SYSTEMS ENGINEERING AND SYSTEM MAINTENANCE SERVICES'** was adopted by the following vote on roll call:

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

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR ELEVATE PUBLIC AFFAIRS TO PROVIDE PUBLIC RELATIONS SERVICES ($78,000)

It was moved by Mayor Brown (who stepped from the Chair), seconded by Chambers that the resolution be adopted.

Councilmember Sharif requested that the City Manager include all the bid package documents for the Council's consideration when a bid or proposal is being considered.

After a brief discussion, Mayor Brown withdrew her motion and Chambers withdrew her second. The resolution was held over to the next City Council meeting agenda.

(*Councilmember Chambers exited the meeting at 7:40 p.m.*)

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH AGREEMENT WITH SYLVIA NUNN ANGELS FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 200 NORTH LONG BEACH BOULEVARD

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

There was a brief discussion regarding the lease agreement amount.

Van Wilson, General Services Director stated that Sylvia Nunn Angels is requesting a rental rate of $1 per year.

Councilmember Sharif offered an amended motion to require Sylvia Nunn Angels to pay for their own utilities and $1 per year lease. The motion was seconded by McCoy and approved by the following vote on roll call:

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

Resolution Number 25,132 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH AGREEMENT WITH SYLVIA NUNN ANGELS FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 200 NORTH LONG BEACH BOULEVARD'** was adopted by the following vote on roll call:

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

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH AGREEMENT WITH ANGELS FOR SIGHT FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 920 NORTH ALAMEDA STREET

On motion by McCoy, seconded by Sharif, **Resolution Number 25,133** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH AGREEMENT WITH ANGELS FOR SIGHT FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 920 NORTH ALAMEDA STREET'** was adopted by the following vote on roll call:

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

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE EXISTING LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND SHIELDS FOR FAMILIES TO PROVIDE ADDITIONAL SPACE AT THE NEIGHBORHOOD CENTER (600 NORTH ALAMEDA STREET)

It was moved by McCoy, seconded by Sharif, that the resolution be approved.

Van Wilson, General Services Director explained that Shields for Families is requesting to lease additional space at the rate of $1.40 per square foot, adding that the organization will also be responsible for the payment of utilities, general upkeep and janitorial services for the property.

Resolution Number 25,134 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE EXISTING LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND SHIELDS FOR FAMILIES TO PROVIDE ADDITIONAL SPACE AT THE NEIGHBORHOOD CENTER (600 NORTH ALAMEDA STREET)'** was adopted by the following vote on roll call:

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

SUBSEQUENT NEED ITEM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO PROVIDE A LETTER OF SUPPORT FOR THE GATEWAY CITIES COUNCIL OF GOVERNMENTS' (COG) SUSTAINABLE TRANSPORTATION PLANNING GRANT PROGRAM PROPOSAL

City Attorney Damon Brown reported that this item falls within the parameters of the 'subsequent need' guidelines of the Brown Act and is, therefore, properly before the Body.

On motion by McCoy, seconded by Sharif, to consider the subsequent need item by the following vote on roll call:

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

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO PROVIDE A LETTER OF SUPPORT FOR THE GATEWAY CITIES COUNCIL OF GOVERNMENTS' (COG) SUSTAINABLE TRANSPORTATION PLANNING GRANT PROGRAM PROPOSAL

On motion by McCoy, seconded by Sharif, **Resolution Number 25,135** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO PROVIDE A LETTER OF SUPPORT FOR THE GATEWAY CITIES COUNCIL OF GOVERNMENTS' (COG) SUSTAINABLE TRANSPORTATION PLANNING GRANT PROGRAM PROPOSAL'** was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

Councilperson McCoy offered the following communications/announcements:

- Invited the community to attend her 3rd District Town Hall meeting on October 10, 2019 at Burrell-MacDonald Park, 2516 W. Alondra Blvd. beginning 6 p.m.—the Grand Re-Opening for the Park will take place on October 12, 2019.

- Invited everyone to attend the 1st Annual Halloween ***Spooktacular*** and Block Party on October 31, 2019 at the Dollarhide Community Center, 301 N. Tamarind Avenue – there will also be a ***Haunted House*** at Burrell MacDonald Park, 2516 W. Alondra Blvd., Compton.

- Announced that Sunny Cove Block Club is having a community clean-up on October 19, 2019 from 8 a.m. – 11 a.m. at Walter Tucker Park, 650 W. Laurel Street, Compton.

- Adjourn in memory of **Albert Donaldson** and **Mandy McLaughlin**

Councilmember Sharif offered the following communications/announcements:

- Invited the community to participate in the 4th District community cleanup scheduled for October 19, 2019 in partnership with the Compton Initiative, beginning at 7:00 a.m. at the Compton Courthouse Civic Center Plaza.

- Announced that a Job Fair sponsored by the Employment Development Department and Career Link will be held on October 23, 2019 from 10 a.m. to 1 p.m. at the Douglas Dollarhide Community Center, 301 N. Tamarind Avenue –please bring resumes.

- Announced that October is ***National Domestic Violence Awareness Month*** – please contact: 1 800-799-7233 for assistance, 24 hours a day, 7 days a week

Mayor Brown offered the following communications/announcements:

- Invited the Compton family to participate in a community conversation entitled ***'For the Love of Compton'*** on October 9, 2019 from 6:30 p.m. to 9 p.m. at the Compton Community College Little Theater, 1111 E. Artesia Blvd. This event will feature an in-person conversation that will activate, elevate and empower! There will be amazing speakers, food, dynamic dialog and a place to network and connect in the heart of Compton. Please visit: comptonconvos.eventbrite.com for additional information. The event will also be available via 'livestream' on the Mayor's Facebook page.

- Invited the community to join the Compton Initiative Work Day on October 19, 2019 beginning at 7:30 a.m. at the Compton Courthouse Civic Center Plaza.

- Announced that Faith Inspirational Missionary Baptist Church will be hosting a free Coding Class, Algorithm and Flow, which is a pilot program focused on teaching Compton youth the fundamentals of software engineering. A select group of high school freshmen will spend two hours every day after school, building mobile applications, 3D games and data processing tools in the new Faith Inspirational Missionary Baptist Church Computer Laboratory, 357 E. Palmer Avenue, Compton.

- Invited the community to attend the Compton Halloween ***Spooktacular*** & Block Park Party scheduled for October 31, 2019 from 5 to 9 p.m. at the Douglas Dollarhide Community Center, 301 N. Tamarind Avenue, Compton. There will be tons of candy, food, carnival games, a magician, flame dancers, a costume contest and some very special surprises!

ADJOURNMENT

On motion by Sharif, seconded by McCoy, the meeting adjourned at 8:16 p.m., in memory of **Mandy McLaughlin** and **Albert Donaldson**, by the following vote on roll call:

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

_____ _____

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

OCTOBER 15, 2019

The Compton City Council Closed Session meeting was called to order at 4:38 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 Brown.

ROLL CALL

Council Members Present – Chambers, McCoy, Sharif, Brown
Council Members Absent – Galvan (*Entered the meeting during closed session*)

Other Officials Present: D. Brown, A. Godwin/V. McDaniel, C. Cornwell

CLOSED SESSION AGENDA ITEMS

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Salazar v. City of Compton et al, USDC Case No. 2:19-cv-08138-PA-SS, Woods v. City of Compton, LASC Case No. 19STCV34211 Pursuant to California Government Code Section 54956.9(a)

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: 2 potential cases

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

City Attorney Damon Brown requested a closed session to discuss a conference with legal Counsel – existing litigation - Salazar v. City of Compton et al, USDC Case No. 2:19-cv-08138-PA-SS Woods v. City of Compton, LASC Case No. 19STCV34211 pursuant to California Government Code Section 54956.9(a); a conference with legal counsel – anticipated litigation – regarding significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: 2 potential cases; and public employees performance evaluation for the City Manager and City Controller pursuant to California Government Code Section 54957.

PUBLIC COMMENTS REGARDING CLOSED SESSION AGENDA ITEMS ONLY

There were no public comments regarding the closed session agenda items.

On motion by McCoy, seconded by Chambers, the City Council recessed to closed session at 4:40 p.m., by the following vote on roll call:

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

RECONVENE TO OPEN SESSION

On motion by Sharif, seconded by McCoy, the City Council reconvened at 6:57 p.m., by the following vote on roll call:

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

REPORT ON CLOSED SESSION ACTION(S)

City Attorney Damon Brown reported that there was no reportable action taken during the closed session discussions.

PUBLIC COMMENTS REGARDING AGENDA AND NON-AGENDA ITEMS

Robert Ray, Compton resident, requested that the City Attorney notify all employees and elected officials that it is illegal to conduct political activity on City property. Mr. Ray announced that the American Red Cross is looking for compassionate volunteers to become a part of the Ready Compton Disaster Preparedness, and further invited all those interested to attend a meeting on Thursday, October 24, 2019 at Our Lady of Victory Church Cafeteria, 519 E. Palmer Street, Compton. Mr. Ray spoke in favor of the approving the lease agreement with Volunteers of America, which are invaluable to the Compton community.

Rodney Lister, Compton resident, questioned the City's outreach plan to encourage the residents of Compton to fill out and return the 2020 Census to ensure that Compton receives its fair share of funding. Mr. Lister felt that the City Council must provide a public service announcement and stress the importance of participating in the 2020 Census. Mr. Lister concluded by speaking on agenda item Number 5 (Wilmington Avenue bikeway corridor), indicating that bicycle lanes are very much needed in Compton.

Benjamin Holifield, President/Founder-Compton Business Chamber of Commerce, spoke in favor of awarding the public information officer contract to City Pride Magazine, which has been very helpful to the residents of the City of Compton. Mr. Holifield then noted that Compton Boulevard represents all four Councilmatic districts, adding that it is crucial that the City be beautified, as well as safe, clean, and friendly. Mr. Holifield urged the Council to assist the homeless population, and provide financial reports to the community.

Richard Earl, Compton resident, thanked everyone that attended the Concerned Citizens, Inc. of Compton retirement celebration for Ms. Marie Hollis, and further commended Ms. Hollis on her many years of outstanding service to the entire Compton community. Mr. Earl expressed his opinion that the residents must have a newspaper that serves the community and will assist in the dissemination of positivity and improve public relations. Mr. Earl further urged the Council to hire a public relations organization that knows the City and the residents to increase pride and present the City of Compton in a positive light. Mr. Earl concluded by announcing that Los Angeles City Council President Herb Wesson will be speaking to the community at the Concerned Citizens meeting on Saturday, October 26, 2019 at St. Phillip Lutheran Church, 111 N. Dwight Avenue, Compton, and invited everyone to attend this event.

David Irons, Compton resident, highlighted his Committee, which fights against gentrification and re-zoning. Mr. Irons informed the City Council that he will be purchasing materials to assist the homeless community. Mr. Iron indicated that he has contacted several governmental agencies to assist with the homeless situation.

Maria Villareal, CEO of the Latino Chamber of Commerce, thanked Ms. Marie Hollis for her many years of service to the community. Ms. Villareal stated that the Latino Chamber of Commerce has been in the City since 1981, and added that she has a passion for assisting the businesses of Compton. Ms. Villareal expressed her concern that the City is focusing too much on other things rather than supporting the local businesses. She encouraged the community to become involved with improving the lives of all residents.

Elton Anderson, Dickeys Barbecue Pit, invited everyone to visit Dickey's Barbecue for delicious food right in the heart of Compton, indicating that the restaurant offers catering. Mr. Anderson added that the location has plenty of room to host parties and business meetings and further requested the support of the entire community.

Floyd Smith, President of the Board of Trustees for Midland Park Water Trust, indicated that the City has held the books for the organization from 2005 through 2018. He also stated that the board's financial information may be obtained by visiting: nonprofitpanel.org. Mr. Smith presented several financial and personnel facts regarding the Midland Park Water Trust. Mr. Smith further requested that the City of Compton provide accounting information so that they may be available to operate the trust per the Midland Park Water Trust agreement. Mr. Smith further indicated that residents in the neighborhood have experienced low water pressure in the homes, businesses and fire hydrants.

Rigo Luna, Compton resident, stated that he resides on the street were the Compton Christmas Parade begins and urged the Council to repair the streets of Compton in preparation for the event. Mr. Luna then indicated that 421 N. Bullis Road has been overtaken by gang members, drug addicts and prostitution, and urged the City to investigate the location. Mr. Luna advised the City to place citation cameras around the City.

Marie Hollis, Compton resident, Ms. Hollis offered a very special 'Thank You' to the City Council for their part in the grand experience she had during her retirement celebration, and further thanked all Federal, State and governmental officials who celebrated and honored her with distinguished commendations. Ms. Hollis further exclaimed that the music was great and the food was delicious, and added that the event was simply elegantly breathtaking!

Alejandro Landeros and **Mr. Moreno,** Compton residents, requested assistance in locating their missing daughters, Yenifer Landeros and Dulce Lisa Lopez who have been missing for over three weeks. Mr. Landeros urged the Council and community to help locate the teens who were last seen in the City of Compton.

The Mayor and City Council pledged their assistance in locating Landeros and Lopez and offered their hopes and prayers for a safe return of the teens.

Mr. Walter Contreras, Vice President of National Latino Angelical Coalition, (NaLEC), explained that NaLEC is a coalition of Hispanic evangelical congregations, pastors, leaders and para-church organizations that seek to respond to a real need for Latino and Latina Evangelical voices committed to healthy congregations, Gospel-centered justice and the common good in the public sphere. Mr. Contreras requested the Council's assistance in locating Miss Landeros and Miss Lopez.

Mayor Brown assured the families that the City will do everything possible to assist them in bringing their daughters home.

Compton Sheriff's Captain La Tonya Clark offered that the department will coordinate a press conference to raise awareness, and further noted that Investigators are diligently working to locate and return the missing teens.

Sandra Lightener, Compton resident, spoke in favor of awarding the contract for Public Relations Services to City Pride Magazine. Ms. Lightener further noted that City Pride has been working on behalf of the community for many years promoting, uplifting and encouraging positivity in the City of Compton

Craig Henry, Volunteers of America (VOA), indicated that the VOA lease agreement is on tonight's agenda and further urged the Council to approve the agreement. Mr. Henry extolled the many valuable services that the VOA provides to the community, adding that the organization patronizes Compton businesses and recycles funds back into the local community economy. Mr. Henry was particularly proud of the work the organizations does with the homeless Veterans, such as providing food, shelter and subsidies for the families of service members.

Emon Johnson, Representing City Pride Magazine, informed the community that he is a Writer for City Pride Magazine and was born and raised in the City of Compton. Mr. Johnson further indicated that he possesses a Bachelor's Degree in Psychology, and in a few weeks, he will obtain his Master's Degree. Mr. Johnson stated that he is eager to give back and serve the Compton community. Mr. Johnson offered that City Pride Magazine, under the direction of Mr. Charles Jackson, is wholeheartedly committed to serving the Compton community.

Charles Jackson, City Pride Magazine, indicated that his magazine submitted a proposal to provide public relations services, however his proposal was not accepted. Mr. Jackson expressed his disappointment, indicating that City Pride has provided positivity and encouragement to the community through wonderful stories and articles. He also added that the magazine has developed and enjoyed a great rapport with the City and the residents of the community. Mr. Jackson encouraged the City Council to take a second look at the proposal submitted by City Pride Magazine.

Susan Adams, Compton resident, thanked everyone involved with the wonderful retirement celebration for Marie Hollis. Ms. Adams thanked Councilmember Sharif and Staff for cleaning the alley way near her residence. She commented that her choice for Public Relations Services is City Pride Magazine, which is a stakeholder of the community and knows the City well. Ms. Adams further expressed her support for Volunteers of America, as they have provided many wonderful services to the community. Ms. Adams notified the City Council that the liquor store on Bradfield and Alondra has become a nuisance to the community and urged the Council to investigate. Ms. Adams then requested that the City address the inadequate lighting around the City and further indicated that there are presently 21 illegal marijuana dispensaries in Compton, which must be permanently closed.

Miller Martin, Hub City Radio, informed the City Council that the Code Enforcement Department is continuing to harass the residents in his neighborhood by citing individuals for parking in their own driveways. Mr. Martin indicated that most of the residents are on a fixed income and it is very difficult for them to pay the ridiculously high citation fees, which should not have been assessed to them. Mr. Martin suggested that the City offer entertainment options to visitors of the local football stadiums to increase revenue for the City of Compton.

Aaron Voorhees, Compton resident, encouraged the entire community to support the bicycle lanes, which will greatly assist in connecting Compton to surrounding neighborhoods and cities and bring revenue to the City of Compton. Mr. Voorhees questioned the criteria used for choosing 'Elevate Public Affairs' for public relations services, and pointed out that the company's proposal simply consists of resumes of the employees of the company. He further indicated that Elevate's proposal does not include supporting documents, nor a plan of action to serve the City. Mr. Voorhees felt that the Council should hire a local company to expand their networking capabilities, recycle and reinvest community dollars, and train the youth of the community.

Joyce Kelly, Compton resident, noted that City Pride Magazine has done a tremendous job for the City, and should be awarded the contract for Public Information Officer. Ms. Kelly thanked Staff for placing 'No Dumping' and 'No Littering' signs around the City. Ms. Kelly demanded that the City Council repair the potholes and clean-up the City of Compton.

Lynn Boone, Compton resident, questioned the rationale for accepting the proposal from 'Elevate Public Affairs' over the other vendors in the City. Ms. Boone commented on the proposal submitted by Elevate and noted that if the organization was as good as they proclaim to be, they would have already secured a public relations contract with another city, but they have not done so. Ms. Boone praised City Pride Magazine, which is a local vendor, adding that they have been performing great work in the City, and should be awarded the contract. Ms. Boone then spoke on the issue of the bicycle lanes and indicated that her neighbor was killed while riding his bicycle in Compton.

Coach Gerald Pickens, Compton Baseball Academy Teams (CBATS), referenced a USA Today Article featuring Compton Native--Tampa Bay Rays outfielder Johnny Davis. It shared that he was a troubled kid growing up in Compton, but turned to the sport baseball (CBATS) which saved his life. Mr. Pickens noted that many of the youth in the community look to baseball as an alternative to other activities, adding that he cultivates and nurtures the youth to believe in themselves and strive for a better future. Coach Pickens commented that he is eager to see Jackie Robinson stadium refurbished so that Compton can maintain the rich legacy of cultivating Major League Baseball players and umpires. Coach Pickens concluded by praising City Pride Magazine for writing a fabulous article about him, which uplifted his spirits and played a major role in his recovery from cancer.

CONSENT AGENDA

APPROVAL OF MINUTES

1. OCTOBER 1, 2019 ***(Approved)***

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

2. WARRANT REPORT - SEPTEMBER 2019 ***(Received and filed)***

CITY MANAGER

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICES AGREEMENTS WITH CALIFORNIA LABOR SOLUTIONS LLC, THE LAW FIRM OF LIEBERT CASSIDY WHITMORE AND B.A. INVESTIGATIONS LLC, FOR PROVISION OF ADMINISTRATIVE INVESTIGATION SERVICES ON AN "AS-NEEDED" BASIS ($52,000) ***(Approved Resolution Number 25,136)***

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

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

REGULAR AGENDA

UNFINISHED BUSINESS

4. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 1-7 (ADMINISTRATIVE CITATIONS) OF CHAPTER I OF THE COMPTON MUNICIPAL CODE (Second Reading)

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

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

On motion by Galvan, seconded by McCoy, **Ordinance Number 2,316** entitled **'AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 1-7 (ADMINISTRATIVE CITATIONS) OF CHAPTER I OF THE COMPTON MUNICIPAL CODE'** was adopted by the following vote on roll call:

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

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO THE 2016 FEDERAL TRANSPORTATION EARMARK EXCHANGE PROGRAM LOCAL FUND AGREEMENT #920000000E1706B WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) TO PROVIDE FUNDING FOR THE DEVELOPMENT OF THE WILMINGTON AVENUE REGIONAL BIKEWAY CORRIDOR

On motion by Galvan, seconded by McCoy, **Resolution Number 25,137** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO THE 2016 FEDERAL TRANSPORTATION EARMARK EXCHANGE PROGRAM LOCAL FUND AGREEMENT #920000000E1706B WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) TO PROVIDE FUNDING FOR THE DEVELOPMENT OF THE WILMINGTON AVENUE REGIONAL BIKEWAY CORRIDOR'** was adopted by the following vote on roll call:

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

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO THE 2016 FEDERAL TRANSPORTATION EARMARK EXCHANGE PROGRAM LOCAL FUND AGREEMENT #920000000E1706C WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) TO PROVIDE FUNDING FOR THE DESIGN & CONSTRUCTION OF TWO BICYCLE BRIDGES ALONG COMPTON CREEK PROJECT

On motion by McCoy, seconded by Sharif, **Resolution Number 25,138** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO THE 2016 FEDERAL TRANSPORTATION EARMARK EXCHANGE PROGRAM LOCAL FUND AGREEMENT #920000000E1706C WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) TO PROVIDE FUNDING FOR THE DESIGN & CONSTRUCTION OF TWO BICYCLE BRIDGES ALONG COMPTON CREEK PROJECT'** was adopted by the following vote on roll call:

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

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO THE 2016 FEDERAL TRANSPORTATION EARMARK EXCHANGE PROGRAM LOCAL FUND AGREEMENT #920000000E1706D WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) TO PROVIDE FUNDING FOR THE CITYWIDE TRAFFIC LIGHT SYNCHRONIZATION PROJECT

On motion by McCoy, seconded by Sharif, **Resolution Number 25,139** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO THE 2016 FEDERAL TRANSPORTATION EARMARK EXCHANGE PROGRAM LOCAL FUND AGREEMENT #920000000E1706D WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) TO PROVIDE FUNDING FOR THE CITYWIDE TRAFFIC LIGHT SYNCHRONIZATION PROJECT'** was adopted by the following vote on roll call:

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

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR ELEVATE PUBLIC AFFAIRS TO PROVIDE PUBLIC RELATIONS SERVICES ($78,000)

It was moved by Councilman Galvan, seconded by Mayor Brown (who stepped from the Chair), that the resolution be adopted.

City Manager Cornwell commented that he is presenting this item for Council's consideration, including the proposal documents for each of the vendors. After reviewing all the proposals, Staff determined that Elevate Public Affairs, possessed the training, experience and professionalism required for the task. City Manager Cornwell further indicated the proposal submitted by Elevate provides for the services required by the City at a reasonable cost and within budgetary allowances.

Councilmember Sharif commented that she will not be supporting the item, indicating that one of the vendors possessed more experience in the field compared to Elevate Public Affairs.

Resolution Number 25,140 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR ELEVATE PUBLIC AFFAIRS TO PROVIDE PUBLIC RELATIONS SERVICES'** was adopted by the following vote on roll call:

YES: Council Members - Chambers, Galvan, McCoy, Brown
NOES: Council Members - Sharif
ABSENT: Council Members - None

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THIRTY-SIX (36) MONTH AGREEMENT WITH VOLUNTEERS OF AMERICA OF LOS ANGELES FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 700 NORTH BULLIS ROAD

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

General Services Director Van Wilson explained that this resolution represents a request by Volunteers of America (VOA) to extend their current lease. They are currently occupying two offices at the lease rate of $1 per square foot.

Councilmember Chambers commented that she would like the lease term amended to a one year lease, rather than a three-year lease, and further offered an amended motion for a one year lease. Ms. Chambers further added that the City Council must periodically re-asses all the rental agreements to receive the market rate for all leases.

Craig Henry, VOA Director, stated that his organization is amenable to an agreement with an escalator to increase the lease amount to $1.97 per square foot over a three-year period with the City. Mr. Henry then offered that the VOA grants are awarded on a three-year cycle, and added that his vendors prefer that VOA have property secured for three years.

Councilmember McCoy offered an amended motion to approve the three-year lease and include the ability to re-negotiate the lease amount each year. Mayor Brown stepped from the Chair to second the motion.

The amended motion to approve a three-year lease, with an option to re-negotiate the lease amount on the second and third years, was approved, by the following vote on roll call:

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

Resolution Number 25,141 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THIRTY-SIX (36) MONTH AGREEMENT WITH VOLUNTEERS OF AMERICA OF LOS ANGELES FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 700 NORTH BULLIS ROAD'** was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

Councilperson Chambers offered the following communications/announcements:

- Commended Ms. Marie Hollis on the exceptional work she has done in the community and wished her a very happy retirement.

- Thanked everyone who participated in the recent District 1 community clean up.

- Requested that the Sherriff's Department present and state the Rules of Decorum before each City Council meeting.

- Wished Master Municipal City Clerk **Alita Godwin** a very Happy Birthday!

Councilperson Galvan offered the following communications/announcements:

- Requested that the City purchase translation devices for the Spanish speaking audience members.

- Requested that the City Manager contact the Walmart Corporate Office to demand that the Compton Walmart location maintain the same level of customer service as other cities.

- Invited the community to attend his annual Senior Halloween Costume Party on October 31, 2019 at the Dollarhide Community Center, 301 N. Tamarind Avenue.

- Adjourn in memory of **Mildred Dozier** and **MaryAnn Dixon.**

(Councilmember Galvan exited the meeting at 8:55 p.m.)

Councilperson McCoy offered the following communications/announcements:

- Invited everyone to attend the 1st Annual Halloween ***Spooktacular*** and Block Party on October 31, 2019 at the Dollarhide Community Center, 301 N. Tamarind Avenue – there will also be a ***Haunted House*** at Burrell MacDonald Park, 2516 W. Alondra Blvd., Compton.

- Congratulated Compton Unified School District Superintendent Dr. Darin Brawley for being proclaimed as Superintendent of the Year!

- Adjourn in memory of **Isaiah Moore** and **Marcus Theus.**

Councilmember Sharif offered the following communications/announcements:

- Invited the community to participate in the 4th District community cleanup scheduled for October 19, 2019 in partnership with the Compton Initiative, beginning at 7:00 a.m. at the Compton Courthouse Civic Center Plaza.

- Invited all businesses to attend her Breakfast Business Round-Table discussion October 24, 2019 at the Douglas Dollarhide Community Center, 301 N. Tamarind Avenue.

- Invited everyone to attend the District 4 Community Town Hall Meeting on November 4, 2019 from 6 to 8 p.m. at Kelly Park, 2319 E. Caldwell Street, Compton.

- Wished City Clerk **Alita Godwin** a very Happy Birthday!

Mayor Brown offered the following communications/announcements:

- Commented on the success of the community conversation entitled ***'For the Love of Compton'*** and thanked Dr. Sharoni Little, Cece Valencia, and all those who shared their stories and attended this wonderful discussion. The next community conversation will take place in January 2020 and will focus on mental health, trauma, healing and Post Traumatic Stress Syndrome.

- Congratulated ***Children Striving Together*** on their spectacular 3rd Annual Black Tie Masquerade Gala and fundraiser, noting that it was a fabulous event which was thoroughly enjoyed by all in attendance. Mayor Brown encouraged the community to support organizations serving our youth.

- Invited the community to join the Compton Initiative Work Day on October 19, 2019 beginning at 7:30 a.m. at the Compton Courthouse Civic Center Plaza. Please visit: justdogood.org for additional information.

- Congratulated Mr. Frank Harvey, III on the grand opening of the new Compton Car Studio Express Car Wash, noting that the owner, Mr. Harvey is a Compton native. Mayor Brown encouraged all residents to recycle community dollars and support local businesses.

- Invited the community to attend the Compton Halloween ***Spooktacular*** & Block Park Party scheduled for October 31, 2019 from 5 to 9 p.m. at the Douglas Dollarhide Community Center, 301 N. Tamarind Avenue, Compton. There will be tons of candy, food, carnival games, a magician, flame dancers, a costume contest and some very special surprises!

ADJOURNMENT

On motion by McCoy, seconded by Chambers, the meeting was adjourned in memory of **Mildred Dozier, Mary Ann Dixon, Marcus Theus** and **Isaiah Moore, Jr.** at 9:05 p.m. by the following vote on roll call:

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

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

DATE: NOVEMBER 05, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY TREASURER

SUBJECT: INVESTMENT REPORT

IN ORDER TO COMPLY WITH STATE LAW AND THE CITY'S INVESTMENT POLICY, THE ATTACHED REPORT ACCURATELY REFLECTS ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND THE SUCCESSOR AGENCY AS OF SEPTEMBER 30, 2019.

DOUGLAS SANDERS
CITY TREASURER

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
SEPTEMBER 30, 2019

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BAI	2,451,229.00
1001	GENERAL CITY ACCOUNT	BANK OF THE WES	8,939,237.60
1520	MEASURE R	BANK OF THE WES	566,551.66
2000	PROP A	BANK OF THE WES	1,183,331.17
4000	SA GENERAL	BANK OF THE WES	945,473.46
1203	SA LOW COST HOUSING	BANK OF THE WES	6,552,714.20
2100	PERS	BANK OF THE WES	6,809,707.82
1528	MEASURE M	BANK OF THE WES	127,135.71
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WES	-
2820	FAMILY SELF SUFFICIENCY	BANK OF THE WES	150,976.49
2754-84-8	JTPA - CAREERLINK	BANK OF THE WES	592,715.57
2805	HOME LOAN PROGRAM	BANK OF THE WES	1,455,190.26
2818	SECTION 108 - HUD FUND	BANK OF THE WES	1,826,816.91
1022	POLICE DRUG PROPERTY FO	BANK OF THE WES	-
5116	BOND SEWER CONSTRUCTIO	BANK OF THE WES	8,328.40
6400	LIABILITY	BANK OF THE WES	461,144.47

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
SEPTEMBER 30, 2019

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
1001	COC - CHANGE FUND	BANK OF THE WES	186.00
1900	PROP C	BANK OF THE WES	1,203,748.23
6300	WORKERS COMP	BANK OF THE WES	93,222.36
2820	HOUSING AUTHORITY	BANK OF THE WES	8,605.67
1001	EMERGENCY MEDICAL SERVI	BANK OF THE WES	296,665.02
1061	COPS GRANT WEED AND SEE	BANK OF THE WES	3,998.17
1001	COC PARKING VIOLATIONS	BANK OF THE WES	251,545.73
5000	COC UTILITIES BILLINGS	BANK OF THE WES	992,697.20

CITY OF COMPTON
Portfolio Management
Portfolio Summary
September 30, 2019

City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
(310)605-5515

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Passbook/Checking Accounts -2	150,976.49	150,976.49	150,976.49	0.17	1	1	0.069	0.070
Local Agency Investment Funds	89,925,802.53	89,925,802.53	89,925,802.53	99.83	1	1	2.535	2.570
Investments	**90,076,779.02**	**90,076,779.02**	**90,076,779.02**	**100.00%**	**1**	**1**	**2.531**	**2.566**

Total Earnings	September 30 Month Ending	Fiscal Year To Date
Current Year	189,856.46	595,089.90
Average Daily Balance	**92,054,322.05**	**93,288,771.51**
Effective Rate of Return	**2.51%**	**2.53%**

This report reflects all pooled investments in conformity with the Investment Policy adopted by the City Council Gov Code 53646(b) (3). The monthly investment report must state the ability of the agency to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient cash funds may or may not be available. The Investment program should provide sufficient cash to meet six months of estimated expenditures; there should be sufficient cash available. As of September 30, 2019, the 3rd month of the Fiscal Year 2019/2020, the City had a total in the General City Bank account plus LAIF account of $40.8 million. At the time of this reporting period, the City had $1.53 million in large outstanding warrants payable to vendors. On December 20, 2018, January 20, 2019 and May 20, 2019 the City received its portion of Property Tax revenue from the County. In addition, the Successor Agency received its property tax revenue, called ROPS, on January 2 and June 2 of 2019 in the General account, some of that going towards the PERS account. Our PERS balance is $27.4 million as of the date of this reporting period. The FOMC adjusted another interest rate reduction, 25 bases points or ¼ point just recently. However, the FOMC members may drop rates even more, due to the White House trade tariffs with China later in 2019. FOMC future adjustments to the target range for the federal funds rate will determine realized and expected economic conditions to maximum employment objective and its symmetric 2% inflation objective, as well as financials and international developments. Yields continue to rise in less risky investment vehicles. Feds are anticipating future recession in the economy. Other major bond payments made in Water and CRA/The Successor Agency in the months of August and September 2019. Compton is anticipating large road construction program, which will require large use of cash expenditures during these periods.
The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA.

Treasury Rates as of 9/30/19
3 month T-Bill @ 1.812%
6 month T-Bill @ 1.813%
1 year T-Bill @ 1.750%

DOUGLAS SANDERS, CITY TREASURER

10-24-19

Reporting period 09/01/2019-09/30/2019

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
September 30, 2019

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Passbook/Checking Accounts -2												
5007	5007	Family Self Sufficiency			150,976.49	150,976.49	150,976.49	0.070	0.069	0.070	1	
4000	4000	Neighborhood Improvement			0.00	0.00	0.00	0.100	0.099	0.100	1	
		Subtotal and Average	**324,925.49**		**150,976.49**	**150,976.49**	**150,976.49**		**0.069**	**0.070**	**1**	
Local Agency Investment Funds												
6000	6000	General City			31,127,062.18	31,127,062.18	31,127,062.18	2.570	2.535	2.570	1	
6029	6029	Measure R			1,871,159.93	1,871,159.93	1,871,159.93	2.570	2.535	2.570	1	
6019	6019	EDA Revolving Loan			71,429.43	71,429.43	71,429.43	2.570	2.535	2.570	1	
6002	6002	Prop C			1,590,052.23	1,590,052.23	1,590,052.23	2.570	2.535	2.570	1	
6030	6030	PROP A			3,124,284.78	3,124,284.78	3,124,284.78	2.570	2.535	2.570	1	
6027	6027	River Mountain Conservancy			12,386.57	12,386.57	12,386.57	2.570	2.535	2.570	1	
6007	6007	Successor Agency General			29,471,729.29	29,471,729.29	29,471,729.29	2.570	2.535	2.570	1	
6003	6003	Sewer Bond Proceeds			872,901.57	872,901.57	872,901.57	2.570	2.535	2.570	1	
SYS10128	10128	Measure M			1,221,144.35	1,221,144.35	1,221,144.35	2.570	2.535	2.570	1	
6022	6022	Regional Park			0.00	0.00	0.00	2.570	2.535	2.570	1	
2100	6021	Retirement Fund			20,563,652.20	20,563,652.20	20,563,652.20	2.570	2.535	2.570	1	
		Subtotal and Average	**91,658,586.30**		**89,925,802.53**	**89,925,802.53**	**89,925,802.53**		**2.535**	**2.570**	**1**	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt			0.00	0.00	0.00	0.100	0.099	0.100	1	
5005	5005	Rental Rehab Prg Money Market			0.00	0.00	0.00	0.060	0.059	0.060	1	
5003	5003	Residential Rehab Money Market			0.00	0.00	0.00	0.040	0.039	0.040	1	
		Subtotal and Average	**70,810.26**		**0.00**	**0.00**	**0.00**		**0.000**	**0.000**	**0**	
		Total and Average	**92,054,322.05**		**90,076,779.02**	**90,076,779.02**	**90,076,779.02**		**2.531**	**2.566**	**1**	

November 5, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR CRAFCO INC TO PURCHASE A KM8000 TEDD ASPHALT HOTBOX TRAILER ($47,290.99).**

SUMMARY

Adoption of this resolution will authorize amending the 2019-2020 Fiscal Year budget to transfer Forty Seven Thousand Two Hundred Ninety Dollars and Ninety-Nine Cents ($47,290.99) in funds between accounts will authorize the City Manager to accept the bid of Crafco Inc. and establish a purchase order for purchase of KM8000 TEDD Asphalt Hotbox Trailer.

BACKGROUND

In 2017, the City of Compton performed an update to the Pavement Management System, which identified approximately 125 miles of Fair to Very Poor condition categories of streets.

The Pavement Management System findings indicate that proper preventative maintenance is significantly overdue and presents safety and liability concerns for the City.

The City's Public Works Department ("Department") has been working actively to provide pothole repairs in order to increase the physical condition of the streets. It is imperative that the Department has the proper tools and machinery to do so and therefore it necessary to purchase an Asphalt Hotbox Trailer.

STATEMENT OF ISSUE

Staff solicited bids for the subject project. The following bids were received:

CONTRACTOR	BID AMOUNT
Crafco Inc.	$47,290.99
K M International	$46,815.00 (No CA Sales Tax Included)
NorMont Equipment Co.	$47,275.00 (No CA Sales Tax Included)

Staff has reviewed the bids and has determined that Crafco Inc. is the lowest responsible bidder in the amount of $47,290.99, and recommends that the Council authorize a purchase order with this vendor. The other quotes received did not include California Sales Tax that would have to be paid to the State when registering the trailer at an estimated amount of 10% of purchase price, therefore, making Crafco Inc. the lowest bidder as their price already includes sales tax.

ALTERNATIVE

None proposed.

FISCAL IMPACT

The total amount of purchase order is $47,290.99. To cover cost, the 2019-2020 Fiscal Year budget must be amended to transfer funds between accounts as follows:

From	To	Object Code	Amount
6000-720-000-4236	6000-720-000-4334	Machine & Equip	$47,290.99

Funds for this expenditure will be available in the 2019-2020 Fiscal Year budget of the Public Works Department in Account No. 6000-720-000-4334 after the budget transfer is made.

RECOMMENDATION

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

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR CRAFCO INC TO PURCHASE A KM8000 TEDD ASPHALT HOTBOX TRAILER ($47,290.99).

WHEREAS, in 2017, the City of Compton performed an update to the Pavement Management System, which identified approximately 125 miles of Fair to Very Poor condition categories of streets; and

WHEREAS, the Pavement Management System findings indicate that proper preventative maintenance is significantly overdue and presents safety and liability concerns for the City; and

WHEREAS, the City's Public Works Department ("Department") has been working actively to provide pothole repairs in order to increase the physical condition of the streets. It is imperative that the Department has the proper tools and machinery to do so and therefore it necessary to purchase an Asphalt Hotbox Trailer; and

WHEREAS, staff solicited bids for the purchase of a KM8000 TEDD Asphalt Hotbox Trailer. The following bids were received:

CONTRACTOR	**BID AMOUNT**
Crafco Inc.	$47,290.99
K M International	$46,815.00 (No CA Sales Tax Included)
NorMont Equipment Co.	$47,275.00 (No CA Sales Tax Included)

WHEREAS, staff has reviewed the bids and has determined that Crafco Inc. is the lowest responsible bidder in the amount of $47,290.99, and recommends that the Council authorize a purchase order with this vendor. The other quotes received did not include California Sales Tax that would have to be paid to the State when registering the trailer at an estimated amount of 10% of purchase price, therefore, making Crafco Inc. the lowest bidder as their price already includes sales tax; and

WHEREAS, to pay for this expenditure the Public Works Department's 2019-2020 Fiscal Year budget must be amended to transfer funds between accounts.

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

Section 1. That the bid of Crafco Inc. in the amount of Forty Seven Thousand Two Hundred Ninety Dollars and Ninety-Nine Cents ($47,290.99) to purchase a KM8000 TEDD Asphalt Hotbox Trailer is hereby accepted and all other bids are rejected.

Section 2. That The Public Works Department's 2019-2020 Fiscal Year budget is hereby amended to transfer funds between accounts as follows:

From	**To**	**Object Code**	**Amount**
6000-720-000-4236	6000-720-000-4334	Machine & Equip	$47,290.99

Section 3. That funds in the amount of $47,290.99 are available in the 2019-2020 Fiscal Year budget of the Public Works Department in Account No. 6000-720-000-4236 after budget is amended.

Section 4. That a purchase order in the amount of $47,290.99 is authorized to be issued for Crafco Inc.

Section 5. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, and Public Works Department.

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

ADOPTED this ____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
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

CRAFCO INC
AN ERGON COMPANY

14142 Whittram Ave.
Fontana, CA 92335
(909) 822-6822 (800) 762-3748
FAX: (909) 822-2762

QUOTE # BBBQ32229-01

Date Quoted 10/9/2019
EXPIRATION DATE 11/29/2019

Quote To: Account Code: 2030244

CITY OF COMPTON
JOANNA STEWART
458 S. ALAMEDA
COMPTON, CA 90221
US

Phone: 310-502-8587
Fax:
Email: JSTEWART@COMPTONCITY.ORG

Ship To: Account Code: 2030244

CITY OF COMPTON
458 S. ALAMEDA
COMPTON, CA 90221
US

JOANNA STEWART
310-502-8587 JSTEWART@COMPTONCITY.ORG

Project Title: **KM International 4-Ton Diesel Hot Box**

Bid Date:
Bid Number: NCPA Contract #0525
Project Start Date: 10/9/2019
Ship Before: 11/29/2019
Quote Effective Dates: 10/9/2019 TO 11/29/2019

Terms: NET 30
F.O.B.: PPD-ADD FREIGHT
Ship Via: Truck/Common Carrier
Sales Group:
Quoted By: Gary Lewis
Sales Office: WR2- Gary Lewis

Estimated Time to Ship After Receipt of Order: Quoted at time of order

Customer: **CITY OF COMPTON**
Project Title: **KM International 4-Ton Diesel Hot Box**

Quote Number BBBQ32229-01
Date 10-09-19

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Quote Price	Ext. Price
KM8000TEDD-NCPA	4 TON TRAILER MOUNT - ELECTRIC BRAKE - DIESEL - PUMP	ea	1	$26,030.0000	$26,030.0000
KM30TCKTNK-NCPA	30 GALLON HEATED TACK TANK 10,000 BTU PROPANE BURNER	ea	1	$3,776.2500	$3,776.2500
KM30SPRSYS-NCPA	3/4" ROPER PUMP, SPRAY WAND AND 5.5 HP HONDA ENGINE	ea	1	$3,111.2500	$3,111.2500
KMTRCHKITUNV-NCPA	HAND TORCH - 25FT RETRACTABLE HOSE REEL INCLUDED	ea	1	$1,092.5000	$1,092.5000
KMTLRCK-NCPA	4-6 HOLE TOOL RACK - MOUNTED ON TRAILER	ea	1	$275.5000	$275.5000
KMSTRB-NCPA	AMBER STROBE LIGHT, MOUNTED AND SWITCHED	ea	1	$285.0000	$285.0000
KM8000DIRARRW-NCPA	DIRECTIONAL ARROW BOARD & CONTROLLER - MOUNTED ON UNIT	ea	1	$1,377.5000	$1,377.5000
KMTRLRHSTELEC-NCPA	LOADING HOIST/WINCH & DAVIT - 12V POWERED - REMOTE	ea	1	$2,707.5000	$2,707.5000
KMSOLVTNK-NCPA	7 GALLON UTILITY SOLVENT TANK - MOUNTED ON TRAILER	ea	1	$356.2500	$356.2500
KMHTSD-NCPA	KM4000T/KM8000T HEATED SHOVEL DECK	ea	1	$570.0000	$570.0000
KM8000EXT-NCPA			1	$475.0000	$475.0000

Customer:	**CITY OF COMPTON**	Quote Number	BBBQ32229-01
Project Title:	**KM International 4-Ton Diesel Hot Box**	Date	10-09-19

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Quote Price	Ext. Price
	ADDS 2' TO OVERALL LENGTH (20' TOTAL)	ea			
	TACK TANK HOSE REEL	ea	1	$570.0000	$570.0000

Sales Tax	$4,164.26
Sub Total	$40,626.75
Shipping Charges	$2,500.00
Total	$47,290.99

COMMENTS:

NCPA Contract #0525

Training will be provided on the day of delivery.

Warranty: 5 years on the Trailer and Hot Box Structure.
2 years on the Electrical and Heating System.

NOTE:

WARNING:

Products on this quote may be labeled in accordance with California Proposition 65.
California purchasers refer to http://crafco.com/resources/Prop-65.xlsx

For Terms and Conditions of purchases go to: www.crafco.com/Terms-of-Sale.pdf
Quantities may be limited at Crafco's discretion.
Pricing and availability are subject to change without notice.
Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

FOB DEFINITIONS:

CFR- Seller pays for the carriage of goods up to the named port of destination.
CIF- Same as CFR with exception that the seller is required to obtain insurance for the goods while in transit to the named port of destination.
CIP- Same as CPT with exception that the seller is required to obtain insurance for the goods while in transit.
COL- Collect
CPT- Seller pays for the carriage of the goods up to the named place of destination.
DAF- Seller pays for transportation to the named place of delivery at the frontier. Rail or Road.
DAP- Seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination.
DDP- Seller is responsible for delivering the goods to the named place in the country of the buyer, and pays all costs in bringing the goods to the destination including import duties and taxes.
DDU- Seller delivers the goods to the buyer to the named place of destination in the contract of sale.
DEQ- Same as DES, but the passing risk does not occur until the goods have been unloaded at the port of discharge.
DES- Seller pays the same freight and insurance costs but the passing risk does not occur until the ship has arrived at the named port of destination and the goods made available for unloading to the buyer.
DLB- Delivered, buyer pays.
DLV- Delivered, seller pays.
EXW- Seller makes the goods available at their premises, or at another named place.
FAS- Seller delivers when the goods are placed alongside the buyer's vessel at the named port of destination.
FCA- Seller delivers the goods, cleared for export, at a named place (possibly including the seller's own premises).
FH- Free House.
FOB- Seller bears all costs and risks up to the point the goods are loaded on board the vessel.
PPA- Delivered; freight included.
PPD- Delivered; freight separate.
UN- Not free.

Customer responsible for unloading all deliveries.
Minimum 4 pallet orders of HP patching material, cold pour loop sealant and any hot pour sealants or adhesives are delivered free of charge. Less than 4 pallet orders incur a $200 delivery
charge. Delivery is to one location within Los Angeles, San Diego, Orange, and Imperial, western Riverside, and western San Bernardino Counties. Locations in Eastern Riverside and San Bernardino Counties beyond the radius of Palm Desert, Twenty-nine Palms and Barstow will incur an additional $200 delivery charge on all orders, i.e. if customer has 4 pallet minimum order.
the freight charge would be $200, if customer has less than 4 pallet minimum order the freight charge would be $400. Other Counties will be quoted a delivery rate for each order.
For Delivery to one location within Ventura and Santa Barbara Counties Minimum 5 pallet orders of HP patching material, cold pour loop sealant and any hot pour sealants or adhesives are delivered free of charge. Less than 5 pallet orders incur a $200 delivery charge..
Minimum 6 pallet orders of SC800 or Perma Repair cold patch materials are delivered free of charge. Less than 6 pallet orders incur a $200 delivery charge. Delivery is to one location within Los Angeles, San Diego, Orange, Imperial, Riverside, Ventura and Santa Barbara Counties. Other Counties will be quoted a delivery rate for each order.
Minimum 3 drums (150 gal.) or thirty 5-gallon pails (150 gal.) orders of silicone sealant delivered free of charge. Less than 150 gallon orders incur a $200 delivery charge. Delivery is to one location within Los Angeles, San Diego, Orange, Imperial, Riverside and San Bernardino Counties. Other Counties will be quoted a delivery rate for each order.

Pavement Preservation Products Restocking Policy

Crafco will only accept the return of products that have been authorized in writing in advance. To obtain authorization contact your customer service representative. A written authorization will be faxed or emailed to you. A copy of the RETURN AUTHORIZATION must accompany the material being returned.

Not all products are returnable. Products that have a shelf life or are considered made to order or special order may not be returned. No used parts may be returned.

All returns are subject to restocking charges.

All products returned must be in the original packaging and be in good and salable condition. Crafco reserves the right to charge repackaging charges in addition to restocking charges.

Restocking Charges

PARTS (*)	15%
EQUIPMENT	Non Returnable
SEALANT (*)	25%
SILICONE	Non Returnable
GEOCOMPOSITES	Non Returnable
MASTIC (*)	25%
POLYPATCH (*)	25%
TECHCRETE (*)	25%
OTHER STANDARD INVENTORIED ITEMS (*)	25%

CUSTOMER IS RESPONSIBLE FOR ALL SHIPPING COSTS ON RETURNED MATERIALS.
(*) Not all purchases are returnable. Any part or product that is non-standard or obsolete is not returnable. Request information on the acceptability for returns for any specific product when ordering.

CRAFCO® INC
AN ERGON COMPANY

Pavement Maintenance & Preservation Products

Crafco is a global leader in pavement preservation solutions for asphalt and concrete. We have supply centers nationwide with more than 3,000 products to meet your maintenance and repair needs.

Crafco offers:

- Sales & rentals
- Expertise & exceptional service
- Repairs and preventative maintenance
- Financing & online quotes available

Crafco equipment comes with a two-year warranty — twice that of any other manufacturer.

EQUIPMENT

Pavement Preparation

- Blowers
- Grazors
- Hot air lances
- Routers
- Saws
- Sweepers

Pavement Marking

- Grinders
- Stripers

Maintenance & Preservation

- Applicators *(Marker adhesive & sealant)*
- Compactors *(plate & stomper)*
- Hot air lances
- Hotbox reclaimers
- Melters *(Marker adhesive & sealant)*
- Patchers *(Mastic)*
- Recyclers *(Asphalt & infrared)*
- Sealcoaters

MATERIALS

Pavement Preparation

- Cleaners
- Primers

Pavement Marking

- Glass beads
- Overlay pavement markers *(temporary and permanent)*
- Paint *(aerosol, solvent, and water-based and traffic zone)*
- Tape *(marking and removable)*
- Thermoplastic *(extrude, preformed, and primer)*

Maintenance & Preservation

- Asphaltic bridge plug joint material
- Backer rod
- Bridge deck waterproofing
- Cold patch
- Geocomposites
- Hot-pour crack and joint sealants *(all grades)*
- Joint adhesive
- Marker adhesive
- Permanent ACP and PCCP patching materials
- Sand and filler
- Sealcoat *(asphalt emulsion, coal tar, and LP)*
- Sealcoat additives
- Silicone joint sealants

TOOLS

Pavement Preparation
- Chalk
- Measuring wheel

Maintenance & Preservation
- Brushes
- Lutes
- Push brooms & handles
- Rakes
- Shovels
- Squeegees
- Tampers
- Tips

Pavement Marking
- Over 300 unique stencils, including arrows, handicap, letters, parking lot, numbers and more. Custom stencils available.

WORK ZONE

Safety Gear
- Burn kit
- Coats
- Gloves
- Hard Hats
- Pants
- Safety Glasses
- T-Shirts
- Tyvek® disposable apparel
- Vests

Traffic Control
- ADA pads
- Barricades
- Cones
- Delineators & divertors
- Drums
- Lights
- Parking blocks
- Sand bags & stakes
- Signs
- Snow fence
- Speed bumps
- Traffic & pavement markings

Crafco is an authorized distributor of the following brands

Premium brands
- Billy Goat
- Bone Safety
- Copeland Coating
- Crafco
- Ennis Flint
- Franklin Paint
- KM International
- MK Diamond
- ML Kishigo
- Multiquip
- RAE Paints
- STAR
- Swarco

Other quality brands
- Alta Traffic Solutions
- BioChem
- Black Top Tools
- Cascade Asphalt
- Edge Eyewear
- Emulso Corp.
- Graco
- JBC
- Keson
- Little Wonder
- Magnolia
- Maintenance Inc
- Marshalltown
- Pavement Tool
- Pexco
- RedMax
- Seattle Glove
- Seymour
- Sho-Me
- Smith Manufacturing
- Superior Signals
- Titan Laboratories
- Trantex
- United Rotary Brush
- US Tape
- Work Area Protection Corp.

Demonstrations, samples or specifications:

Call **1-800-528-8242**
E-mail **shop@crafco.com**
Visit **crafco.com**

CRAFCO® INC
AN ERGON COMPANY

© 2018 October Crafco, Inc. A1348

K M INTERNATIONAL
6561 BERNIE KOHLER DRIVE

KMII QUOTE

Date	Estimate #
10/17/2019	29914

Name / Address	Ship To
COMPTON, CITY OF JOANNA STEWART 458 S. ALAMEDA COMPTON, CA 90221	COMPTON, CITY OF JOANNA STEWART 458 S. ALAMEDA COMPTON, CA 90221

P.O. No.	Terms	Rep	Delivery
	Net 30 Days	MDM	PO+45 DAYS

Item	Description	Qty	Cost	Total
KM 8000TEDD C2M2	KM 8000TEDD C2M2- 4 TON ASPHALT HOTBOX/RECLAIMER DIESEL FIRED HYDRAULIC DUMP TRAILER (18' STD) WITH ELECTRIC BRAKES,	1	27,400.00	27,400.00T
EXTENDED TRAILER (8000)	KM 8000 EXTENDED TRAILER; ADDS 2 FEET (18 FT. TO 20 FT.)TO OVERALL LENGTH (TO ACCOMMODATE 2-18X DECK/TACK TANK/ETC.)	1	500.00	500.00T
TACK TANK; HEATED M1	30 GAL HEATED TACK TANK M1, THERMOSTAT CONTROLLED (55 - 175°F) LP BURNER, GRAVITY OUTLET 1-1/2" BALL VALVE, 30 LB STD LP CYLINDER	1	3,975.00	3,975.00T
SPRAY TACK UNIT	SPRAY TACK UNIT WITH WAND (REQUIRES TACK TANK OPTION)	1	3,275.00	3,275.00T
TORCH WITH HOSE REEL (DIESEL)	UTILITY HAND TORCH WITH RETRACTABLE HOSE REEL; USE WITH DIESEL SUPPLIED HOTBOX 4000/8000	1	1,150.00	1,150.00T
TOOL RACK OPTION	TOOL RACK OPTION; HOLDS 4-6 TOOLS, 4000/8000	1	290.00	290.00T
LIGHT, STROBE (8000)	KM 8000 STROBE; AMBER STROBE LIGHT, 6" DOME, MOUNTED SWITCHED (3000 SERIES)	1	300.00	300.00T
LIGHT BAR (8000)	KM 8000 LIGHT BAR OPTION; DIRECTIONAL ARROW BOARD & CONTROLLER INCLUDES HARDWARE, BRACKETS, ENCLOSURE (TRAFFICMASTER)	1	1,450.00	1,450.00T
HOIST (ELEC 12V W/DIESEL)	LOADING HOIST/WINCH & DAVIT 12V OPERATION, 4000/8000 DIESEL UNITS ONLY	1	2,850.00	2,850.00T

Tax Indemnification. Buyer shall pay, and indemnify and hold Seller, and its Affiliates, and all officers, directors, employees and agents harmless from and against, any taxes that may at any time be asserted in respect of the transactions described in this purchase order, or the Buyer's use or possession of the equipment that is the subject of this purchase order (including any sales, use, receipts, value added, occupation, excise, personal property, privilege or license taxes, or any withholdings, but not including taxes imposed upon Seller with respect to its overall net income) and costs, expenses and reasonable counsel fees in defending against the same, whether arising by reason of the Buyer's purchase, use or possession of the equipment or otherwise.

Total

Quoted By: _____

Accepted

Phone #	Fax #
(810) 688-1234	(810) 688-8765

Keizer-Morris International, Inc.

Please note that ALL WARRANTY PARTS must be returned to KMI within 7 business days of customer receipt in order for credit to be issued.

K M INTERNATIONAL
6561 BERNIE KOHLER DRIVE

KMII QUOTE

Date	Estimate #
10/17/2019	29914

Name / Address	Ship To
COMPTON, CITY OF JOANNA STEWART 458 S. ALAMEDA COMPTON, CA 90221	COMPTON, CITY OF JOANNA STEWART 458 S. ALAMEDA COMPTON, CA 90221

P.O. No.	Terms	Rep	Delivery
	Net 30 Days	MDM	PO+45 DAYS

Item	Description	Qty	Cost	Total
SOLVENT TANK	SOLVENT TANK, 7 GAL, LATCHED HINGED LID, 3/4" BOTTOM DRAIN W/ PLUG, 4000/8000	1	375.00	375.00T
SHOVEL DECK, HEATED (8000)	KM 8000 TRAILER HEATED SHOVEL DECK	1	600.00	600.00T
HANDLING	HANDLING/PACKAGING AND/OR CRATE CHARGES	1	150.00	150.00T
FREIGHT - NORTH BRANCH	FOB - DOOR NORTH BRANCH, MI 48461 TO DOOR 90221	1	4,500.00	4,500.00T
	Out-of-state sale, exempt from sales tax		0.00%	0.00

Tax Indemnification. Buyer shall pay, and indemnify and hold Seller, and its Affiliates, and all officers, directors, employees and agents harmless from and against, any taxes that may at any time be asserted in respect of the transactions described in this purchase order, or the Buyer's use or possession of the equipment that is the subject of this purchase order (including any sales, use, receipts, value added, occupation, excise, personal property, privilege or license taxes, or any withholdings, but not including taxes imposed upon Seller with respect to its overall net income) and costs, expenses and reasonable counsel fees in defending against the same, whether arising by reason of the Buyer's purchase, use or possession of the equipment or otherwise.

Total $46,815.00

Phone #	Fax #
(810) 688-1234	(810) 688-8765

Keizer-Morris International, Inc.

Quoted By: _____

Accepted _____

Please note that ALL WARRANTY PARTS must be returned to KMI within 7 business days of customer receipt in order for credit to be issued.

NorMont EQUIPMENT CO.

Quotation

10/17/2019

Customer: City of Compton
Joanna Stewart
458 S. Alameda
Compton, CA 90221

Phone:
Email: jstewart@comptoncity.org

Quote Number: **408722**
Salesperson: *Jessie Carr*
Office: *406-453-4344*
Cell: *406-781-4734*

jcarr@ nmeqco.com

Quantity	Description	Unit Price	Total
1	KM8000 TEDD C2M2 As Follows: • 4 ton asphalt hotbox/reclaimer diesel fired hydraulic dump trailer (18' std) with electric brakes • 30 gal heated tack tank m1, thermostat controlled (55 - 175°f) lp burner, gravity Outlet 1-1/2" ball valve, 30 lb std lp cylinder • Spray tack unit with wand (requires tack tank option) • Utility hand torch with retractable hose reel; use with diesel supplied hotbox 4000/8000 • Tool rack option; holds 4-6 tools, 4000/8000 • Km 8000 strobe; amber strobe light, 6" dome, mounted switched (3000 series) • Km 8000 light bar option; directional arrow board & controller includes hardware, brackets, enclosure (trafficmaster) • Loading hoist/winch & davit 12v operation, • 4000/8000 diesel units only • Solvent tank, 7 gal, latched hinged lid, 3/4" bottom drain w/ plug, 4000/8000 • Km 8000 trailer heated shovel deck Includes freight direct to customer	$47,275.00	**$47,275.00**
		Quote Total:	**$47,275.00**

Authorized By:	
Date:	
P.O. number:	

Quote is good for 30 days - Prices do not include sales tax, **F.E.T.,** or any applicable fees - **F.O.B. Compton CA**

The following options are available but not included in above price:

Quantity	Description	Unit Price	Total

November 5, 2019

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE SERVICE CONTRACT WITH AND ESTABLISHING A PURCHASE ORDER FOR DUNCAN HAULING SERVICE TO PROVIDE ALLEY AND RIGHT-OF- WAY CLEANUP SERVICES ($15,000)**

SUMMARY

Adoption of this resolution will authorize the City Manager to amend the service contract with and establish a purchase order in the amount of Fifteen Thousand Dollars ($15,000) for Duncan Hauling Service to provide alley and right-of-way clean up services in the designated City Region No. 2 (i.e. Districts 3 and 4).

BACKGROUND

On August 29, 2019, the City received proposals for alley and right-of-way clean up services. Four bids were received and all were for the same amount of $25,000.00. The City evaluated all bidders and awarded a contract to Duncan Hauling Service on the basis that it is a Compton-based business and recruits local hires from the City. Duncan Hauling Service is providing services to City Districts #3 and #4.

On October 23, 2019, the City released another RFP for cleanup services for the entire City and bids are to be submitted on November 7, 2019. It is anticipated that the City Council will award the contract on November 19, 2019 and have a fully executed contract by December 2, 2019 to initiate services to the winning bidder.

STATEMENT OF THE ISSUE

Due to an increase in illegal dumping around the City, the amount of $25,000.00 awarded to Duncan Hauling Service will not be sufficient to carry over to December 2, 2019; thus, it is requested that the current contract be amended to provide additional compensation in the amount of Fifteen Thousand Dollars ($15,000.00) to avoid a disruption in alley and right-of-way cleanup services. They will continue to service the City Districts #3 and #4.

FINANCIAL IMPACT

Funds for this expenditure are available in the 2019-2020 Fiscal Year budget of the Public Works Street Department in Account No. 1004-720-000-4269 in amount not to exceed Fifteen Thousand Dollars ($15,000).

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution to avoid disruption in alley and right-of-way cleanup services.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE SERVICE CONTRACT WITH AND ESTABLISHING A PURCHASE ORDER FOR DUNCAN HAULING SERVICE TO PROVIDE ALLEY AND RIGHT-OF-WAY CLEANUP SERVICES ($15,000)

WHEREAS, on August 29, 2019, the City received proposals for alley and right-of-way clean up services. Four bids were received and all were for the same amount of $25,000.00. The City evaluated all bidders and awarded a contract to Duncan Hauling Service on the basis that it is a Compton-based business and recruits local hires from the City. Duncan Hauling Service is providing services to City Districts #3 and #4; and

WHEREAS, on October 23, 2019, the City released another RFP for cleanup services for the entire City and bids are to be submitted on November 7, 2019. It is anticipated that the City Council will award the contract by November 19, 2019 and have a fully executed contract by December 2, 2019 to initiate services to the winning bidder; and

WHEREAS, due to an increase in illegal dumping around the City, the amount of $25,000.00 awarded to Duncan Hauling Service will not be sufficient to carry over to December 2, 2019; thus, it is requested that the current contract be amended to provide additional compensation in the amount of Fifteen Thousand Dollars ($15,000.00) to avoid a disruption in alley and right-of-way cleanup services; and

WHEREAS, funds for this expenditure are available in the Fiscal Year 2019-2020 annual budget in an amount not to exceed Fifteen Thousand Dollars ($15,000.00).

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to execute an amendment to the service agreement with Duncan Hauling Service to provide additional compensation in the amount of Fifteen Thousand Dollars ($15,000.00) for alley and right-of-way cleanup services in the designated City Region No. 2 (i.e. Districts 3 and 4).

SECTION 2. That a purchase order in the amount of $15,000.00 is authorized to be established for Duncan Hauling Service.

SECTION 3. That funds are available in the Fiscal Year 2019-2020 Budget in Account No. 1004-720-000-4269 in the amount not to exceed Fifteen Thousand Dollars ($15,000.00).

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

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

November 5, 2019

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE SERVICE CONTRACT WITH AND ESTABLISHING A PURCHASE ORDER FOR SCREAMING EAGLES SERVICES, INC. TO PROVIDE ALLEY AND RIGHT-OF- WAY CLEANUP SERVICES ($15,000)**

SUMMARY

Adoption of this resolution will authorize the City Manager to amend the service contract with and establish a purchase order in the amount of Fifteen Thousand Dollars ($15,000) for Screaming Eagles Services, Inc. to provide alley and right-of-way clean up services in the designated City Region No. 1 (i.e. Districts 1 and 2).

BACKGROUND

On August 29, 2019, the City received proposals for alley and right-of-way clean up services. Four bids were received and all were for the same amount of $25,000.00. The City evaluated all bidders and awarded a contract to Screaming Eagles Services, Inc. on the basis that it is a Compton-based business and recruits local hires from the City. Screaming Eagles Services, Inc. is providing services to City Districts #3 and #4.

On October 23, 2019, the City released another RFP for cleanup services for the entire City and bids are to be submitted on November 7, 2019. It is anticipated that the City Council will award the contract on November 19, 2019 and have a fully executed contract by December 2, 2019 to initiate services to the winning bidder.

STATEMENT OF THE ISSUE

Due to an increase in illegal dumping around the City, the amount of $25,000.00 awarded to Screaming Eagles Services, Inc. will not be sufficient to carry over to December 2, 2019; thus, it is requested that the current contract be amended to provide additional compensation in the amount of Fifteen Thousand Dollars ($15,000.00) to avoid a disruption in alley and right-of-way cleanup services. They will continue to service the City Districts #3 and #4.

FINANCIAL IMPACT

Funds for this expenditure are available in the 2019-2020 Fiscal Year budget of the Public Works Street Department in Account No. 1004-720-000-4269 in amount not to exceed Fifteen Thousand Dollars ($15,000).

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution to avoid disruption in alley and right-of-way cleanup services.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE SERVICE CONTRACT WITH AND ESTABLISHING A PURCHASE ORDER FOR SCREAMING EAGLES SERVICES, INC. TO PROVIDE ALLEY AND RIGHT-OF-WAY CLEANUP SERVICES ($15,000)

WHEREAS, on August 29, 2019, the City received proposals for alley and right-of-way clean up services. Four bids were received and all were for the same amount of $25,000.00. The City evaluated all bidders and awarded a contract to Screaming Eagles Services, Inc. on the basis that it is a Compton-based business and recruits local hires from the City. Screaming Eagles Services, Inc. is providing services to City Districts #1 and #2; and

WHEREAS, on October 23, 2019, the City released another RFP for cleanup services for the entire City and bids are to be submitted on November 7, 2019. It is anticipated that the City Council will award the contract by November 19, 2019 and have a fully executed contract by December 2, 2019 to initiate services to the winning bidder; and

WHEREAS, due to an increase in illegal dumping around the City, the amount of $25,000.00 awarded to Screaming Eagles Services, Inc. will not be sufficient to carry over to December 2, 2019; thus, it is requested that the current contract be amended to provide additional compensation in the amount of Fifteen Thousand Dollars ($15,000.00) to avoid a disruption in alley and right-of-way cleanup services; and

WHEREAS, funds for this expenditure are available in the Fiscal Year 2019-2020 annual budget in an amount not to exceed Fifteen Thousand Dollars ($15,000.00).

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to execute an amendment to the service agreement with Screaming Eagles Services, Inc. to provide additional compensation in the amount of Fifteen Thousand Dollars ($15,000.00) for alley and right-of-way cleanup services in the designated City Region No. 1 (i.e. Districts 1 and 2).

SECTION 2. That a purchase order in the amount of $15,000.00 is authorized to be established for Screaming Eagles Services, Inc.

SECTION 3. That funds are available in the Fiscal Year 2019-2020 Budget in Account No. 1004-720-000-4269 in the amount not to exceed Fifteen Thousand Dollars ($15,000.00).

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

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

SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR SCADA MAINTENANCE AND INTEGRATION PROGRAMMING CONSULTANT SERVICES

Dear Responding Consultant:

The City of Compton is requesting proposals from professional SCADA Integration consultants to provide a full range of services on an as needed basis including; maintenance and programing of PLC's and OIT's, maintenance of Radio Network System, calibrate and test instrumentation, add instrumentation.

To be considered responsive to the RFQ 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, General Manager – Water Department 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 "SCADA Maintenance and Integration Programming Consultant Services" to:

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

Submission Deadline: August 1, 2019 at 10:45 a.m.

Sincerely,

Brian A. Dickinson
General Manager

Request for Qualifications (RFQ)
SCADA Maintenance and Integration Programming Consultant Services

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 SCADA Integration consultants to provide a full range of services on an as needed basis including maintenance and programing of PLC's and OIT's, maintenance of Radio Network System, calibrate and test instrumentation, add instrumentation.

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.

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.

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, 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 three (3) year, beginning on effective date of the agreement. Two (2) additional one (1) year extensions may be granted providing satisfactory work performance. The following is a general Consultant selection outline and anticipated schedule:

- Request for Proposals — July 10, 2019
- Proposals Due — August 1, 2019
- Evaluation of Proposals — August 5-8, 2019
- Tentative recommend Award of Contract — August 27, 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 Contract 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 hourly rates for each fiscal year from July 1, 2019 through June 30, 2022.**

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 current hourly rate sheet to the address below no later than:

Thursday, August 1, 2019, 10:4 A.M.

Late proposals will not be accepted.

Address and/or deliver all proposals to:

City Clerk Department
Attention Alita Godwin
205 S. Willowbrook Avenue
Compton, CA 90220

Selection Criteria

The City of Compton will select consultant 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 two rated firms based upon the proposal submitted for the project.

The City staff will negotiate a contract with the best qualified firm 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

1. SCOPE OF SERVICES TO BE PROVIDED

Consultant scope of services will generally consist of the following:

a. SCADA system integration during normal business hours (typical)

b. Emergency Service Calls: The Consultant shall respond within one (1) hour following notification from a City of Compton representative; and provide a technician to physically be at the location within four (4) hours if needed or as requested

c. As needed 24/7 response for SCADA system troubleshooting or failures (emergency situations only)

d. On-site assistance as required, and by phone when possible (internet remote access will be granted, in unison with City staff)

e. New project integration (requires working with CIP projects if requested)

f. PLC and HMI programming and design

g. Communication and network systems support for proper delivery of SCADA operations

h. Provide staff training on any new equipment or changes to existing SCADA processes

i. Creating Operations and Maintenance manuals for any new equipment or changes outside of a separate CIP project

j. Systems design and instrumentation coordination with Owner and outside vendors

k. Coordinating entry to secure City properties with City staff when needed

l. Provide staff the necessary equipment, computers, connections, cabling, safety equipment, etc. necessary to perform the work on the City's facilities

m. Coordination with software support services from third parties through City- owned support agreements and with manufacturers of equipment

n. Other SCADA related tasks requested by the City

Scope of Work
Bid Schedule

TASK	$/Hr.	Minimum # of Hours for Service Call
SCADA System Integration		
Emergency Service Calls. As Needed 24/7 Response for system troubleshooting		
New Project Integration		
Staff training on any new equipment or changes to SCADA processes		
System design and instrumentation coordination		
PLC and HMI design and programming		

Specify if there is a minimum number of hours charged when responding on site for a service call.

This bid schedule is not to be, considered all inclusive of potential required Tasks.

All Tasks will be, based on a provided quote for services based on the requested Scope of Work, and tied to the Consultant's provided hourly rate schedule.

Attachment 2

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 and firefighting purposes; and

WHEREAS, the Water Department may require SCADA Support services for updating the SCADA system, through programming new screens, adding new equipment; and

WHEREAS, essential to the project is the retention of a qualified and experienced consulting firm to provide SCADA support services; 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 provide Supervisory Control and Data Acquisition support services; and

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

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

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

AGREEMENT:

1. Services to be rendered by Consultant. 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 Supervisory Control and Data Acquisition (SCADA) Support Services"** (dated) and Consultant's **"Proposal to Provide Supervisory Control and Data Acquisition (SCADA) Support Services"** (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 **"Rate Schedule"** 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 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

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

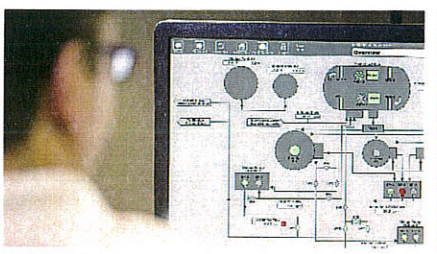
ATTEST:

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

City of Compton Water Department

As-Needed SCADA Maintenance and Integration Programming Services

Statement of Qualifications



TESCO® CONTROLS, INC.

TESCO CONTROLS, INC. www.TescoControls.com

Corporate Office
8440 Florin Road, Sacramento, CA 95828
P.O. Box 2999007, Sacramento, CA 95829
PH: 916.395.8800 FX: 916.429.2817

1. Letter of Transmittal

August 1, 2019

Ms. Alita Goodwin
City Clerk
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

Subject: Statement of Qualifications —SCADA Maintenance and Integration Programming Consultant Services

Dear Ms. Goodwin:

Thank you for allowing Tesco Controls, Inc. (TESCO) the opportunity to submit our qualifications to provide the City of Compton (City) with professional SCADA system integration services on an as-needed basis. We are excited for the opportunity to begin building a relationship with the City by providing comprehensive services for the successful delivery of your projects, as well as serving your ongoing needs for standard assistance and emergency troubleshooting support. Because TESCO embraces a "Client for Life" philosophy, we see each project task as part of our long-term commitment to satisfying clients and earning repeat business.

As a design-build systems integrator, our team is highly-qualified in control system evaluations, investigations, and systems integration. TESCO's exclusive focus on the water/wastewater industry is control system planning, design, and implementation, from start to finish. We design, manufacture, and assemble industrial control panels (ICPs); develop control automation strategies for pump stations, flow monitoring facilities, and complex brownfield/greenfield treatment plants; and implement process control systems exclusively for the water/wastewater industry for a range of applications. Within our project references, you'll see our amassed experience in planning, Front-End Engineering Design (FEED), and implementation of reliable, flexible, and future-focused industrial control, process, and SCADA systems.

Thank you for the opportunity to submit this bid proposal and we are excited to provide the City with innovation, quality, and efficiency in carrying out your project objectives and proving ongoing support.

Sincerely,

Tesco Controls, Inc.

Alex Leeth
Technical Sales Supervisor
aleeth@tescocontrols.com

Corporate Office
8440 Florin Road, Sacramento, CA 95828
P.O. Box 2999007, Sacramento, CA 95829
PH: 916.395.8800 FX: 916.429.2817

2. Executive Summary

The City Will Benefit from Our Exclusive Water/Wastewater Focus: *TESCO is a Full-Service Systems Integrator and OEM Serving the Water and Wastewater Industry*

This Statement of Qualifications (SOQ) summarizes TESCO's full-service approach to systems integration services. In addition to designing and building control system solutions for water and wastewater treatment, water distribution, sewer collection, and related processes, TESCO provides as-needed services for smaller tasks, regular maintenance, troubleshooting and support, as well as 24/7/365 emergency support services. We hope to provide the City of Compton with the quality end-to-end services our clients have come to expect from TESCO. This continuity – from initial planning to project commissioning – allows TESCO to apply our considerable experience to your SCADA maintenance and integration programming projects as well as to your as-needed and emergency support services to:

- **Streamline delivery** by coordinating all aspects of complex systems integration projects
- **Reduce risk** through unified solutions to design, build, test and commission systems
- **Manage project details** that require unique technical competencies
- **Eliminate** project gaps and overlaps

As one of the largest systems integrators in North America focused on this market, we are uniquely qualified to design and build advanced control systems for the municipal utility industry. With over 95% of our projects involving water/wastewater systems or renewable energy projects in the water/wastewater sector, clients benefit from our dedicated focus on pairing and utilizing proven technologies and a practical approach for implementing SCADA, communications, and control solutions.

> *"We think the service and product is above and beyond what other companies have given us. On the whole—sales, service, maintenance- TESCO does a better job than anyone else."*
>
> *—Dan Mount, Water Services Superintendent, City of West Sacramento*

Introduction to TESCO's Water & Wastewater Solutions

Sections 3 and 11 provide an introduction to TESCO, a controls system integrator and original equipment manufacturer for the water and wastewater industries. TESCO is an industry leader and our success can be attributed to the development of effective solutions, and durable products that reflect quality, reliability and functionality for each of our projects. The complete range of professional services TESCO offers include engineering design, technical studies, system integration, customized computer programming, control systems, field installation, field calibration, technical support, and extended maintenance packages, as summarized in Section 3. Our extensive experience with product manufacturing, software

development, instrumentation and control systems, PLC and SCADA platforms, communication telemetry, and networking systems – all of which **empower TESCO to apply a practical and proven approach to the system design and solutions**. We are currently working on some the country's largest SCADA system projects, which require full system design engineering and system integration, and our qualifications demonstrate TESCO's capability and commitment to providing professional services specific to water and wastewater clients.

As highlighted in the relevant projects summarized in Section 4, TESCO designs complete system integration solutions, controls and automation, and equipment for the following types of projects:

- Municipal water treatment
- Municipal wastewater treatment
- Sewage collection
- Water distribution
- Stormwater collection
- Raw water conveyance
- Dams, canals, and hydroelectric
- River and lake intakes
- Booster pump stations, lift stations, and pressure reducing stations
- Water storage tanks and reservoirs
- Wells
- Groundwater remediation
- Irrigation systems

TESCO offers the following services to the City of Compton:

- Engineering design
- System integration
- Field installation
- Technical support
- Extended maintenance packages
- Product manufacturing
- Control systems
- PLC programming
- SCADA platforms
- Telemetry
- Networking

Familiarity with Existing Software Platforms

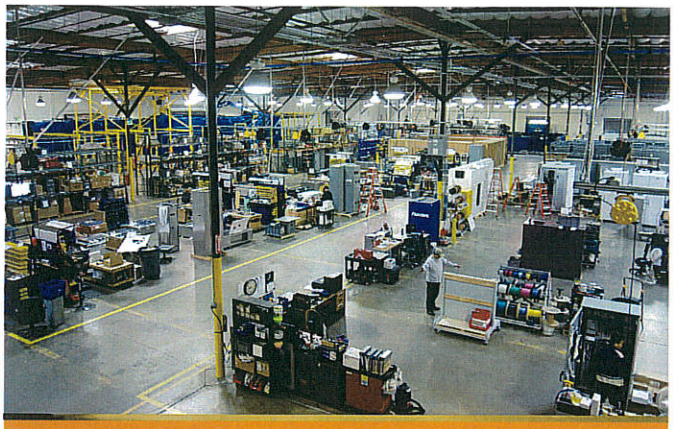
As summarized in Sections 3 and 4, the TESCO Team is ready to address the technical aspects of each of the City's SCADA upgrade and replacement projects, as well as your as-needed/on-call projects, in a timely manner. **TESCO is a CSIA Level-1 Certified System Integrator** as well as a longstanding **Schneider-Certified Alliance System Integration Partner**, which grants us access to technical support directly from the manufacturer for all Schneider Electric automation products. Our qualifications and experience align with your objectives for maintaining your existing ClearSCADA Software Package.

Please refer to *Section 2, TESCO's History of Providing Similar Services* for details about recent, relevant projects and TESCO's experience with these hardware and software sets.

TESCO is also an original equipment manufacturer (OEM) for most major equipment suppliers.

Manufactured in the USA

Our 130,000+ square-foot fully-equipped manufacturing facility has a complete metal fabrication shop, powder coating paint line, wiring and assembly departments, and a dedicated factory staging and testing lab, capable of completing all electrical, power, and control systems equipment for project implementation.



TESCO uses only the finest quality, American-made aluminum, galvanized steel, type 304 stainless steel, and type 316 stainless steel.

Custom Fabrication

If you can dream it, we can make it. From conceptual design through manufacturing, TESCO products are made to specification, with custom dimensions, RAL and custom cabinet colors, user-specified components and materials. We deliver made-to-order metal fabrication with high quality finishing processes. We manufacture 1, 12, 3R, 3RX, 4 and 4X NEMA-type enclosures.

Current TESCO Certifications: The following list highlights certifications currently held by TESCO:

Systems Integration/ Manufacturing

- ABB Authorized Value Provider
- Rockwell Recognized Systems Integrator
- Schneider Certified Alliance System Integrator
- Schneider Electric Square D Electrical Equipment Manufacturing Partner
- Siemens Solution Partner
- Control System Integrators Association (CSIA) Certified L1

Control System /PLC Platforms

- Rockwell Automation
  - » Allen-Bradley
  - » Studio 5000, RSLogix XXXX
- Schneider Electric
  - » Modicon, SCADAPack
  - » Unity PRO, Concept, ProWorx 32/NxT, TelePace
- Siemens
  - » TIA Portal, STEP 7

Underwriter's Laboratory

- UL-891 Electrical Switchgear
- UL-508A and UL-698A Industrial Control Panels
  - » UL-845 Motor Control Centers

SCADA-HMI /DCS Platforms

- ABB
  - » Symphony
- GE
  - » Proficy iFix, Proficy iHistorian
- Inductive Automation
  - » Ignition
- Rockwell Automation
  - » PlantPAx, FactoryTalk View SE, RSView
- Schneider Electric
  - » WonderWare Intouch, WonderWare System Platform, WonderWare Historian
  - » ClearSCADA
  - » Citect
- Siemens
  - » WinCC OA, WinCC v7x, WinCC Pro
- Trihedral
  - » VTScada
- Canary Labs
  - » Enterprise Historian, Axiom
- Specter Instruments
  - » Win-911

Contractor's State Licensing

- C-10 Electrical—California State Contractor's License

Registered Professional Engineers (PE)

- Control Systems (CS)
- Electrical Engineering (EE)
  - » Mechanical Engineering (ME)

Project Management

- » Project Management Professional (PMP)

Networking and Infrastructure

- Cisco Certified (CCDA, CCNP, CCNA)
- VMWare Certified
  - » Microsoft Certified

Field Service

- ISA Certified Technicians

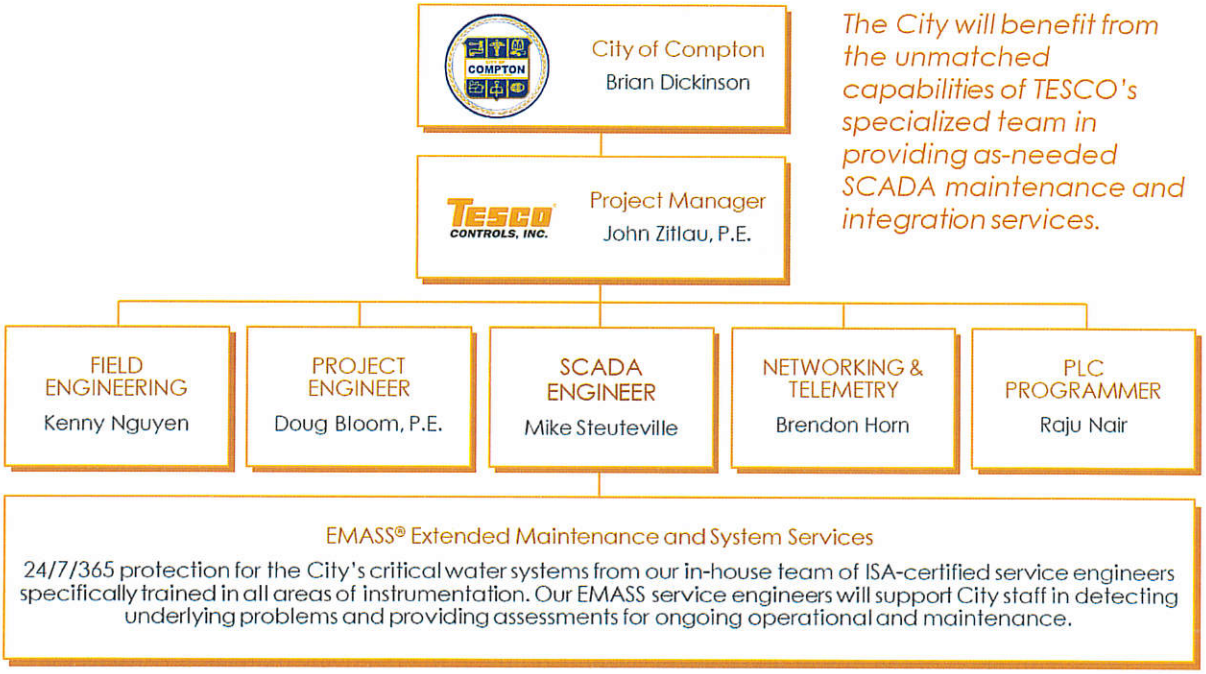
Miscellaneous

- NEMA Compliant
- EUSERC Compliant
- IEEE IAS and IEEE 1584
- GSA Approved
  - » DBIA Member

3. Qualifications of Personnel to be Assigned to Compton

TESCO's team brings the knowledge and experience to successfully complete the City's on-call assignments and task orders on schedule, within budget, and to your satisfaction. This team earns repeat business by providing excellent, responsive service, prioritizing tasks and services to keep your systems operating 24/7.

TEAM ORGANIZATION



The City will benefit from the unmatched capabilities of TESCO's specialized team in providing as-needed SCADA maintenance and integration services.

John Zitlau, P.E. – Project Manager

A Project Manager with Technical Expertise in Automation System Instrumentation and Controls for Water Systems Known for His Effective, Efficient Management of Project Teams, Budget, and Schedule.

John Zitlau will serve as the City's primary point-of-contact and will lead the TESCO Team in providing timely response to each of the City's service requests or projects. John is a professional mechanical engineer as well as an automation technician with more than 20 years of experience specializing in instrumentation and controls projects for water and wastewater treatment plants, water distribution systems, sewer collection systems, and all associated infrastructure. John is known for his expertise in accurately assessing project needs, developing a focused approach for each specific task, implementing and adhering to the project schedule, and coordinating all team resources including managing subcontracts.

The City will benefit from John's ability to successfully guide projects through to successful completion using best practices and lessons learned on previous, similar projects and task orders for as-needed services.

John's contact information is included in **Section 11**, and his focused resume is in **Appendix A**.

Project Team Summary

TEAM MEMBER – ROLE	YEARS OF EXPERIENCE	YEARS AT TESCO	RESPONSIBILITY
John Zietlau: Project Manager	23	3	Project Manager
Doug Bloom, P.E.: Engineering Manager	25	10	Project Engineer
Kenny Nguyen: Service Manager	27	27	Field Service Engineer
Raju Nair: PLC Programming Manager	9	9	Programmer
Mike Steuteville: SCADA Engineering Manager	13	13	SCADA Engineer
Brendon Horn: Network Engineering Manager	22	15	Networking and Telemetry
Combined Years of Experience	**119**	**77**	

Responsive, Cohesive Team Ready to Serve the City of Compton

The TESCO Team is highly-qualified in control system evaluations, investigations, and systems integration. We provide control system planning, design, and implementation, from start to finish. Our team brings national experience and expertise in the design, manufacture, and assembly of industrial control panels; development of control automation strategies for pump stations, flow monitoring facilities, and complex brownfield/greenfield treatment plants; and implementation of process control systems exclusively for the water/wastewater industry for a range of applications. In support of Project Manager John Zitlau, the TESCO Team includes:

- **Doug Bloom**, TESCO's Engineering Manager and a professional electrical engineer registered in the states of California and Hawaii, to serve as Project Engineer. Doug brings specialized expertise in power, instrumentation, and controls projects, and he manages TESCO's engineering team in providing automation assessments and design services for the development and implementation of the power and control systems required to effectively manage processes for water treatment plants, booster pump stations, water storage tanks and reservoirs, well sites, lift stations, and wastewater treatment systems.
- **Kenny Nguyen,** a communications specialist with hands-on experience with all major instrumentation, control, and telemetry systems in the water/wastewater industry. He has more than 27 years of extensive experience with nearly all types of instrumentation utilized in the water and wastewater industry. Kenny is known for effectively coordinating subcontractors, performing field terminations, conducting wire verification, confirming proper operations, and providing start-up and testing services. He also provides troubleshooting services and performs repairs for SCADA systems, radio and other communications, electrical control systems, and variable frequency drives (VFDs).
- **Raju Nair,** TESCO's PLC Programming Manager, specializes in development and application programming of programmable logic control (PLC) and operator interface terminal (OIT) control systems for water and wastewater treatment plants and associated infrastructure. He brings specialized expertise in providing design, programming, and implementation of PLCs, process controllers, OITs, remote telemetry units, and associated instrumentation required to automate water and wastewater processes. Raju understands the needs of water and wastewater operators and can successfully communicate operator needs with agency staff, integrating critical operations input into each project. Raju's experience allows him to diagnose issues and offer solutions which are both economical and responsible. Raju is known for successfully coordinating highly-complex projects, maintaining consistently high-quality understanding of PLC

programming best practices, and for serving as TESCO's lead for standardization and templating of PLC coding.

- **Mike Steuteville**, a SCADA Software Applications Engineer and TESCO's internal SCADA Engineering Manager, is a specialist in SCADA human machine interface (HMI) for water and wastewater systems. Mike establishes and provides all of the site-specific software configuration for graphic user interfaces, reporting formats, historical data access and process monitoring related to the client's SCADA system operational characteristics. He brings in-depth understanding and experience implementing systems that provide data representation and access in a user-friendly environment. Mike develops SCADA system interface and graphic user interface screens, production and usage reports, maintenance reports, energy management and costing reports, process trending, database requirements, computer access requirements via network or remote systems, data acquisition requirements, manual and automated centralized control programs.
- **Brendon Horn**, a Senior Systems Engineer and TESCO's Networking and Telemetry Manager, brings extensive, practical experience designing and building telemetry systems that connect distributed assets for water operations and processes. His experience in process control technologies includes SCADA, PLCs, Radio, Fiber, and related systems. Brendon specializes in SCADA HMI and networking for projects involving the design, specification, management, and implementation of control systems for water and wastewater projects.

Focused resumes for each of TESCO's team members, with additional relevant qualifications and experience including education, certifications, registrations, and specialized trainings, are included in **Appendix A**.

TESCO is a CSIA-certified system integrator with 47 years of experience in designing and building control solutions required to automate water treatment and related processes throughout the U.S.

Proven Solutions to Optimize Automation

Our History: Since 1972, TESCO has completed over 50,000 projects, implemented over 3,000 SCADA systems, managed 965 SCADA maintenance contracts, and successfully delivered projects for over 4,300 different water/wastewater agencies. TESCO's reputation is based upon providing high-quality end-to-end services spanning from project management and front-end engineering to field cutover and commissioning. TESCO's services ensure continuity from initial planning to final commissioning so that each project is delivered on time, on target, and on budget.

TESCO's Capabilities and Resources: With a bench of over 390 employee-owners focused exclusively in the water/wastewater industry, our designated project team includes highly-skilled electrical and control system engineers, seasoned PLC Programmers, SCADA engineers, field service engineers, and an experienced project management team that excels in the delivery of SCADA system solutions. As one of the largest systems integrators in North America focused on this market, over 95% of our projects are water/wastewater systems or renewable energy projects in the water/wastewater sector.

Our Commitment: TESCO is highly qualified to design and build advanced control systems for the water/wastewater industry. As a full-service systems integrator, our capacity to self-perform all work involved in projects allows us to better manage project schedule, costs, and quality. Furthermore, as an Employee-Owned company since 2004, each TESCO Employee-Owner has a vested interest in the success of our projects. TESCO's team-oriented culture of ownership, commitment, and zeal allows us to exceed over $80 million in annual sales.

TESCO® CONTROLS, INC.

47+
YEARS IN BUSINESS

95% WATER-INDUSTRY FOCUSED

50,000+
PROJECTS COMPLETED

3,000+
SCADA SYSTEMS IMPLEMENTED

965
SCADA MAINTENANCE CONTRACTS

4,300+
WATER AGENCIES SERVED

125,000
SQUARE FOOT MANUFACTURING FACILITY

390+
EMPLOYEE-OWNERS

Water/Wastewater System Experts

In-house engineers and field service professionals - our people know water.

TESCO's engineers share decades of experience meeting the needs of water agencies. We have built systems for large treatment plants, complex distribution networks, and small improvement projects.

Unlike typical process control installations, water/wastewater designs and deployments must consider telemetry, advanced communications, regulatory compliance, and security, as well as the vital role control systems play in ensuring public health and safety.

Our subject matter experts understand the unique requirements and the challenges that industrial control system automation projects present, helping to expedite project startup and be efficient with our clients' investments as we work together to implement the most comprehensive project solutions.

Solutions for projects span collection, treatment, distribution, tanks, reservoirs, wells, pump stations, pressure reducing stations, lift stations, energy conservation measures and renewable energy.

TESCO staffs a complete team of engineering professionals many of whom have professional designations and certifications (PE and PMP).

- Electrical engineers
- Instrumentation and Control System engineers
- Power System engineers
- Computer, Systems, and Software engineers
- Communications and Networking engineers
- PLC and SCADA-HMI programmers
- Field Service engineers and technicians

Distinct advantages that TESCO adds to client projects include:

- A complete team of seasoned veterans experienced in the process controls and electrical engineering disciplines.
- Project management from planning to commissioning in order to deliver projects on time, on target, and on budget.
- Water-wastewater SCADA-HMI systems development experience for both greenfield and legacy migration systems.
- A long history of system standards development and the implementation of owner-supplied system standards.
- Control System Integrator Association (CSIA) Level-1 certified, ensuring standards and best practices for control systems are followed.
- A fully-equipped manufacturing facility capable of custom fabricating solutions for any application.
- OEM for all major equipment vendors, with the UL certifications to modify vendor-supplied equipment.
- Total system staging and testing to avoid problems on-site, and to ensure fully-functional systems. TESCO performs factory acceptance testing (FAT) of all integrated components in our state-of-the-art Test Lab.
- Project Support - an extensive support program to provide the resources, extended system coverage, maintenance services, telephone support, technical expertise, and 24-hour emergency services needed to support the Owner/Client.

End-to-End Solutions

As a full-service systems integrator, our capacity to self-perform all work involved in projects allows us to better manage project schedule, costs, and quality.

Multi-Disciplined: TESCO performs all work inhouse. Our team includes highly-skilled electrical, power, and control system engineers; seasoned PLC and SCADA-HMI programmers with direct water/wastewater application experience; field service engineers; startup and system commissioning experts; and an experienced project management team that excels in the delivery of SCADA system solutions.

Our teams drive the quality and schedules - not third-party subcontractors.

Custom Fabrication: Many projects require custom solutions that are not readily available through standard equipment manufacturers.

Whether space constraints require custom enclosures, add-ons are needed for original equipment, or standard delivery schedules will not meet project deadlines, TESCO has full inhouse fabrication facilities to expedite equipment builds for project delivery needs.

All products are manufactured in accordance with UL, IEEE, NEMA, IEC, NEC and CSIA requirements.

OEM For Equipment Providers: TESCO is an original equipment manufacturer (OEM) for most major equipment suppliers, allowing TESCO to integrate and support the complement of hardware and software deployed in control systems.

TESCO's fully equipped manufacturing center is capable of engineering, fabricating, assembling, wiring and testing all electrical and control systems equipment for project implementation and support.

Professional Services

Engineering: TESCO employs a diversified staff of qualified electrical, communications, and control system engineers. Our engineers are uniquely specialized in fields related to industrial electrical, instrumentation and controls, communications, and process control systems. We are capable of providing all the services necessary to design, implement, and support systems from inception to operation.

- Instrumentation and control systems
- Electrical switchgear (UL-891)
- Network infrastructure and cyber security
- Radio/telemetry systems
- Power distribution systems design and analysis
- Electrical motor control equipment (UL-845)
- Industrial control panels (UL-508A & UL-698A)
- Arc Flash risk assessment and mitigation

Project Management: The primary function of TESCO Project Managers is to achieve all project goals and objectives while honoring the preconceived project constraints – including scope, resources, time schedule, and budget.

As required, Project Management Professionals (PMP) coordinate TESCO's scope of work, as well as become involved with the overall project collaboration, coordinating with the owner, consultant, general contractor, subcontractors, and other vendor/system suppliers to ensure the requirements for project integration are met.

Employing PMP Certified Project Managers ensures the discipline of planning, organizing, and managing resources while addressing the successful completion of project specific goals and objectives.

Networking: Well-engineered network infrastructure is a critical requirement for reliable water/wastewater SCADA and process control systems. TESCO can help design, implement, and maintain network infrastructure to provide secure, robust, and fault-tolerant system architectures.

- Data center equipment and rack design
- Backup power and cooling design
- Switching and routing
- Firewall implementation
- Network segmentation
- Network security design and industrial cyber security vulnerability mitigation
- Wide area private and public networks
- Fiber optic and copper-based designs
- WAN/LAN configuration
- Radio system engineering, path studies, and FCC licensing

SCADA-HMI: TESCO is a leading provider of SCADA-HMI systems. We install SCADA systems nation-wide, and are certified in all major SCADA-HMI software packages.

Our team collaborates during the design phase to deliver feature-rich, field-proven SCADA-HMI programs to ensure reliable, robust and flexible control systems that fully meet the requirements of the project.

- SCADA-HMI application development
- System standards development
- Customized process displays
- Cyber security remediation
- Virtualized systems
- DCS and SCADA migrations
- Data backup and disaster recovery systems

Assessments: Designed to help water agencies address concerns about the reliability and sustainability of their process control systems, TESCO works collaboratively with the client to collect and document information related to their process control system automation technologies. An independent review and detailed analysis of findings is presented.

- SCADA-HMI and PLC application software backups
- SCADA and process control system (PCS) block diagrams
- Automation asset inventory spreadsheets
- Complete listing of IP networks, subnetworks, VLANs, and IP devices present in the system
- Technical report that incorporates findings, observations, and prioritized recommendations for key areas of improvement

PLC Programming: TESCO employs programming methodologies, both custom and templated, designed specifically for the water and wastewater industries. We leverage available technologies coupled with proven methods for software, communications, and hardware integration. Our team can upgrade aging systems while keeping critical plant processes online during the renovation.

TESCO programs many devices: PLCs, OITs, webservers, power monitors, and auto dialers.

Commissioning: TESCO uses a standardized approach to commissioning systems to ensure that the system performs as expected and per project requirements. Standard methods and procedures for system commissioning include: defined in phases, including:

Factory testing, site testing / operational readiness testing, startup / functional acceptance testing, switchover, commissioning / performance acceptance testing, and operational and maintenance training.

Support: TESCO's subscription maintenance services are designed to improve the reliability and efficiency of a plant, pump station, lift station, or control system, with planned preventative maintenance.

Our program offers low cost, high value support and professional services with 24/7/365 availability. Clients add technical expertise without adding overhead. Service engineers are trained in all areas of equipment and instrumentation.

Manufacturing Services

TESCO is a fully-equipped manufacturing center capable of fabricating, assembling, wiring, and testing all electrical and control systems equipment for project implementation. Our expertise in this area lends perfectly to designing and engineering all aspects of electrical distribution and control system requirements, as well as providing required equipment for turn-key, integrated solutions.

TESCO is an authorized Underwriters Laboratory (UL) manufacturer of electrical power and industrial control systems. TESCO systems are manufactured in accordance with UL, IEEE, NEMA, IEC, and NEC requirements. All assemblies adhere to strict manufacturing guidelines and quality control procedures. All phases of the manufacturing life cycle undergo an established quality control procedure to ensure the highest quality system.

- TESCO incorporates the LEAN® manufacturing model in our quality control process.
- TESCO's manufacturing capabilities include:
- Custom enclosures (painted galvanized steel, 316SS, 304SS, aluminum, anodized aluminum)
- Electronic assemblies (programmable controllers, instrumentation, communications)
- Custom motor control systems
- Custom and standard power distribution systems
- Custom and standard pump station power distribution and control enclosures
- Electrical, hydraulic and pneumatic instrumentation control panels

Fabrication

Custom Enclosures

Painted Galvanized Steel, 316SS, 304SS, Aluminum, Anodized Aluminum

Custom enclosures manufactured in accordance with NEMA standards in variety of styles and configurations. TESCO's enclosures and paint process meet State of California Department of Transportation (CalTrans) strict traffic enclosure test requirements for vandalism, glare, and salt spray duration testing.

Electronic Assemblies

Programmable Controllers, Instrumentation, Communications

TESCO-manufactured electronic assemblies (PLC, RTU, Communications, Instrumentation, etc.) are designed to withstand harsh industrial environments. These assemblies undergo temperature testing to 200 degrees F.

Custom Motor Control Systems

TESCO is an original equipment manufacturer (OEM) of low-voltage (600V and below) motor control centers (MCCs) that include both indoor and outdoor applications. We have UL file extensions for major MCC manufacturers and can customize their standard product offerings.

Integrated motor controls can include solid state controllers, electro-mechanical starters, variable frequency drives, reduced voltage solid start starters, panelboards, PLC control sections, and communication packages.

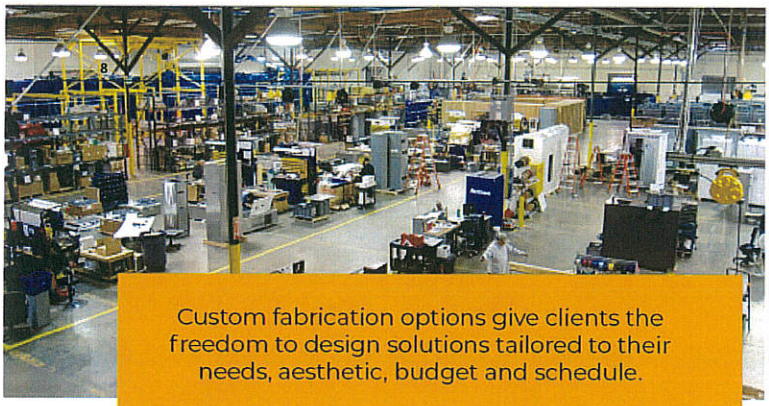
Custom and Standard Power Distribution Systems

TESCO is UL authorized to manufacture distribution switchgear to 4000 A. All distribution and service pedestals are designed in accordance with utility system requirements. TESCO can provide a variety of switchgear configurations employing auto-transfer

switches, power monitoring and control, and feeder distribution.

Custom and Standard Pump Station Power Distribution and Control Enclosures

TESCO provides a variety of standardized pump control packages for storm water, sewage lift, well pump, and booster stations. All pump stations can be supplied in low profile metered or unmetered enclosures systems.



Custom fabrication options give clients the freedom to design solutions tailored to their needs, aesthetic, budget and schedule.

Electrical, Hydraulic and Pneumatic Instrumentation Control Panels

TESCO is an OEM and manufactures a variety of electrical, hydraulic, and pneumatic instrumentation and control panels.

Colors and Coatings

All enclosures are prepared and powder coated inhouse in an array of standard RAL color finishes. Custom colors and anti-graffiti coating are available upon request.

Warranty Policy

TESCO provided equipment is warranted against defect in design, workmanship and materials for a period of one year from the date of installation, unless otherwise specified.

The following matrix lists representative some of the projects TESCO has completed. Detailed project summaries and client reference contact information for additional relevant projects are included in Section 4.

Client	Project	Employs Allen-Bradley PLC's	SCADA Integration	Utilizes Wireless Ethernet	Includes WAN Topology	Includes RF Communications	Project of Similar Size & Scope	Completed within the last 6 years
Cache Creek Casino	Water Treatement Plant and Wastewater Treatement Plant Facilites	■	■		■		■	■
California American Water Company	SCADA System		■			■		■
City of Corona	Recycled Water Facilities	■	■		■	■	■	
City of Fontana	SCADA and Telemetry System		■	■	■	■	■	■
City of Manteca	SCADA Project		■			■	■	■
City of Oceanside	Remote Sites SCADA System		■			■	■	■
City of Oceanside	San Luis Rey Water Treatment Plant SCADA and PLC System		■				■	■
City of West Sacramento	Bryte Bend Water Treatment Plant	■	■	■	■	■	■	
City of West Sacramento	In-Line Booster Pump Station		■	■		■		■
City of West Sacramento	Sewer Rehabilitation Project		■	■	■	■	■	■
Placer County Water Agency	American River Project	■	■		■	■	■	■
Sacramento Suburban Water District	SCADA Systems		■	■	■		■	■
Thunder Valley Casino	SCADA Systems for Water & Wastewater Treatement Plants	■	■		■		■	■
Valley Water	Penitencia Water Treatment Plant		■		■		■	■

Detailed summaries of **additional relevant projects** completed by this team are included in the following pages. Client reference contact information is included in Section 4.

4. List of References

TESCO CONTROLS, INC.

Our teams drive the quality and schedules – not third-party subcontractors.

As a full-service systems integrator, our capacity to self-perform all work involved in projects allows us to effectively manage project schedule, costs, and quality.

TESCO performs all work in-house. Our team includes highly-skilled electrical, power, and control system engineers; seasoned PLC and SCADA-HMI programmers with direct water/wastewater application experience; field service engineers; startup and system commissioning experts; and an experienced project management team that excels in the delivery of SCADA system solutions.

TESCO's Current On-Call / SCADA Maintenance / Task Order Contracts:

- City of Hesperia
- County of Sacramento – Kiefer Landfill
- San Elijo Joint Powers Authority
- Santa Clara Valley Water District
- City of Hemet
- City of La Verne
- City of Redlands
- City of San Jose
- Douglas County Lake Tahoe Sewer Authority
- South Coast Water District

TESCO's Relevant Project Experience and Client References

The subsequent project summaries highlight TESCO's relevant experience in providing planning, Front-End Engineering Design (FEED), and implementation of reliable, flexible, and future-focused industrial control, process, and SCADA systems.

OWNER AGENCY	City of Rialto, CA
PROJECT NAME	W1 SCADA Improvements Project
REFERENCE	Thomas J. Crowley, P.E., (909) 820-8056; tjcrowley@rialtoca.gov
DESCRIPTION OF WORK	TESCO acted as prime contractor for this design-build project for the City Water District. The scope of this project included upgrading the existing SCADA system, Allen-Bradley Programmable Logic Controllers, and communications systems to increase reliability throughout the system. TESCO designed, programmed, and provided a new hot-standby SCADA system in a virtualized environment. To reduce budget costs for the City, TESCO proposed decommissioning of all local Operator Interface Terminals (OITs) at remote sites, thereby removing the need for additional OIT programming modifications every time a site is expanded upon by the City. Instead, TESCO provided new Apple iPads configured to access the new SCADA system via remote access. TESCO also conducted an onsite radio-frequency survey and upgraded the control system telemetry network to a new private Verizon-based cellular network. The newly-implemented cellular system was designed and integrated as the communications system for all remote sites, allowing communications between sites for PLC control as well as SCADA monitoring.
PROJECT COST	$1,400,208

OWNER AGENCY: City of San Mateo, CA

PROJECT NAME: WWTP Immediate Action Phase 1

REFERENCE: Dan Orfescu, WWTP Supervisor, (650) 437-4180, dorfescu@cityofsanmateo.org

DESCRIPTION OF WORK: For this project, TESCO provided new Industrial Control Panels (ICPs) equipped with Allen-Bradley ControlLogix PLCs, Remote I/O (RIO) Panels, Communication Cabinets, VFD Panels, and Motor Control Centers (MCCs). A PlantPAx-compliant bottom-end with all Allen-Bradley PLC systems was implemented while maintaining a Wonderware top-end. The primary project challenge was devising a method by which two complex and disconnected systems, PlantPAx and Wonderware, can work in concert. TESCO provided all necessary Allen-Bradley PLC programming by utilizing the Rockwell Automation Process Object Library (POL) and using PlantPAx methodologies. TESCO constructed a graphics object library within the Wonderware System Platform to link the PlantPAx POL blocks from the PLCs.

TESCO was responsible for investigating the existing infrastructure and documenting all existing controls, wire sizes, and conduit sizes in addition to conducting multiple collaborative PLC Programming Workshops and System Configuration Meetings. TESCO also performed factory testing, field demonstration testing, and system training.

PROJECT COST: $5,597,650

OWNER AGENCY: City of Long Beach Water Department, CA

PROJECT NAME: SCADA Master Plan Consulting

REFERENCE: Jake Hester, Civil Engineer, (562) 570-2345, jacob.hester@lbwater.org

DESCRIPTION OF WORK: This project involved documenting and assessing the existing SCADA system and supporting network system to provide the City with guidance and direction for the continued expansion and upgrade of the existing system. TESCO performed site inspections of (57) sites, including (20) well sites, (6) vault sites, (2) tank farm sites, (4) reclaim sites, and (25) sewer lift stations. The City's existing SCADA system includes two separate systems: a distributed control system (DCS) for the Groundwater Treatment Plant, and a radio-based SCADA system for control and visualization of remote facilities. Both systems were networked together at the plant control room and were visible at a separate SCADA Lab facility via microwave. The SCADA system was comprised of (4) Wonderware HMI Workstations and a Wonderware Server running Wonderware Historian 10.

The City had several different types of PLC systems, some of which were obsolete. Data was being collected through the existing SCADA system; however, the data was not leveraged with any type of business system. Upon investigation of the SCADA and PLC systems, it was discovered that control system documentation was incomplete and there had been an inconsistent approach methodology for integration into the SCADA system, which lead to difficult and expensive troubleshooting and maintenance efforts.

The final SCADA Master Plan identified control system requirements based on City needs, improved overall SCADA system reliability, improved processes for design and implementation for future work, planned the upgraded SCADA system, and developed hardware and software standards.

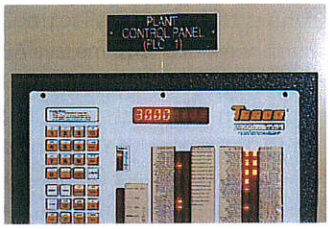
PROJECT COST: $40,500

OWNER AGENCY: Fontana Water Company, Fontana, CA

PROJECT NAME: Sandhill Water Treatment Plant SCADA Systems Project

REFERENCE: Jim Wonser, Production Superindent, (909) 841-0588, jfwonser@fontanawater.com

DESCRIPTION OF WORK: The Fontana SCADA System is comprised of Hot-Standby SCADA servers with an independent Historical Database Server. The applications software used to integrate the system is Wonderware Terminal Services. The Plant monitoring and control system is comprised of three (3) in-plant Programmable Logic Controllers (PLC) located at the Sandhill WTP, communicating via hardwired Ethernet directly to the Hot-Standby SCADA system. The water distribution monitoring and control system is comprised of forty-five remote PLCs communicating via an Ethernet MDS iNet RF network. Each PLC provides independent localized monitoring and/or control regardless of the central computer status. The Sandhill WTP involved major upgrades of the filtration and control systems at the WTP.



TESCO supplied and integrated PLC Control Panels, instrumentation systems, and SCADSA system application development. TESCO was responsible for engineered submittals, manufacturing, PLC programming, SCADA configuration and development, factory testing, field instrumentation calibration, loop checks, field implementation and testing, startup services, and training.

PROJECT COST: $1,700,000

OWNER AGENCY: Valencia Heights Water Company (VHWC), West Covina, CA

PROJECT NAME: SCADA System Upgrade

REFERENCE: P. David Michalko, General Manager, (626) 332-8935, dmichalko@vhwc.org

DESCRIPTION OF WORK: In 2016, VHWC began an initiative to migrate away from its aging automation system, inclusive of an unintuitive SCADA system, unsupported Kingfisher Programmable Logic Controllers (PLCs), and legacy telemetry system. VHWC sought the services of a system integration firm that could provide the expertise and support needed for their operational objectives. Ultimately, VHWC selected TESCO for its migration project to design and develop a new ClearSCADA application and provide all new PLCs to replace the existing Kingfisher systems.

The project objectives/challenges were to deliver a more intuitive SCADA application to provide improved functionality, enhance operational performance, and remedy the substantial data losses experienced with the legacy telemetry system – allowing VHWC to gain insight to operational decisions through more intuitive information and improve maintainability of its system.

Upon completion of the project, nearly every element of the original system was enhanced, including the SCADA application, local process control at remote sites, and the availability and reliability of the new TESCO-provided telemetry system. Additionally, TESCO provides VHWC with comprehensive and timely system support in the form of technical support and field services.

PROJECT COST: $368,913

OWNER AGENCY

San Gabriel Valley Water Company (SGVWC), CA

PROJECT NAME

Plant B5 Treatment Systems Design-Build / Three Decades of Enterprise SCADA & Telemetry Projects

REFERENCE

Oscar Ramos, General Superintendent, (626) 422-3730, omramos@sgvwater.com

The **Plant B5 Treatment Systems Design-Build Project** involved migrating an existing FactoryLink SCADA system to a new Wonderware InTouch Terminal Services software package in a Hot-Standby configuration and upgrading the existing SCADA hardware. TESCO was responsible for performing an onsite radio path survey of the Main Office (SCADA Central) and (43) remote sites, which included evaluation of both licensed and unlicensed frequencies. The primary objective behind the radio path survey was to replace the existing landline communication between the Main Office and the remote sites with radio communication.

Upgrading the existing leased line communications to radio frequency telemetry involved dividing the San Gabriel Valley system into four different zones, each with a Master Radio. The Master Radios are connected using TCP/IP, allowing each master to run independently and provide support for peer-to-peer communication. Segmenting the network into separate zones allowed significant gains in speed, increasing the level of stability while minimizing problems since issues in one zone would not impact telemetry in other zones. TESCO was responsible for the system's complete design, system planning, networking, installation supervision, and training of the entire system.

DESCRIPTION OF WORK

For three decades and on over 100 separate projects, TESCO worked as a fully integrated team with San Gabriel Valley Water Company to develop and deploy control systems that enable effective operations management and real-time monitoring of their complex water supply, treatment, and distribution infrastructure. Throughout these interrelated projects, TESCO has worked diligently to maintain consistency and optimize system performance while minimizing system maintenance.

SGVWC serves more than 48,000 customer connections across a 45-square mile service area. The company operates 36 groundwater wells, 36 storage reservoirs, and 550 miles of distributions mains in addition to pump stations and other assets. Due to contamination from local manufacturing, groundwater undergoes multiple filtration and treatment steps. Treatment includes GAC, UV, Air Strippers, and/or chlorine injection. Many of these treatments are delivered via packaged, self-contained systems with autonomous controls. TESCO established communication between these subsystems and the enterprise SCADA for monitoring and master control.

Since 1990, TESCO has supported a wide variety of SGVWC initiatives, including establishing SCADA standards, designing and deploying an enterprise-wide SCADA system with multiple treatment plant subsystems, designing and installing the radio telemetry backbone with over 30 radios, SCADA integration, physical- and cyber-security improvements, and PLC system replacements.

PROJECT COST

$1,500,000 – Plant B5 Treatment Systems
$10,000,000 – Other work for SGVWC over the past 25+ years

OWNER AGENCY	City of Lincoln, CA
PROJECT NAME	Potable Water SCADA and Telemetry System Upgrade
REFERENCE	Chuck Poole, WTP Operations, (916) 434-2459, cpoole@ci.lincoln.ca.us
DESCRIPTION OF WORK	This project involved completely replacing the City's existing potable water SCADA system. The primary objectives of the project included completely overhauling and modernizing the potable water process control system, including separating the new water SCADA system from the existing wastewater SCADA system. Major improvements included standardization, simplicity, modernization, enhanced functionality, increased reliability, integrated diagnostics, critical points of redundancy, and a vast improvement to the City's overall user experience. TESCO was responsible for designing, programming, and integrating the new Inductive Automation Ignition central SCADA system for the potable water system. Major enhancements included virtualization of the core central SCADA system infrastructure, mobility for operations and technical staff, seamless expansion capabilities for the future, and easily accessible comprehensive system documentation. Major components included redundant SCADA server host machines, a process historian, multiple connected client nodes, peripheral devices, and a centrally managed network and wireless communication infrastructure to support wide-area-network (WAN) communications to nineteen (19) remotely located, TESCO-provided Allen-Bradley CompactLogix PLCs via radio telemetry. Additional remote site upgrades included the addition of new Uninterruptable Power Supplies (UPS) provided, retrofitted, and SCADA-integrated by TESCO. A new wireless Radio-Frequency (RF) communication network operating in the 90 MHz frequency band was also designed, tested, and implemented by TESCO. TESCO designed the new communications network infrastructure with performance, reliability, security, and longevity in mind. Similar to SPMUD, the new SCADA architecture and RF network was configured and provided such that the system can easily accommodate other applications and devices, such as other centralized business management software sets, if desired by the District in the future. Additionally, the entire IP-based network infrastructure was implemented in a managed configuration, providing the City with considerable insight into the network for maintenance and advanced diagnostic capabilities.
PROJECT COST	$996,500

5. List of Contracts in Compton

TESCO's most recent City of Compton contract was executed in 2014 regarding the SCADA Well #19 Troubleshooting and Repair project. The project was completed more than five years ago, and we hope to once again have the opportunity to serve the City.

6. Fee Proposal

In accordance with the City's RFQ, TESCO's fee proposal is submitted in a sealed envelope, separate from our technical qualifications.

7. List of Outside Funding Sources Obtained

As an employee-owned California corporation, TESCO provides a variety of services and products. Serving as trusted system integration advisors to municipal agencies, we provide insights and clarifications on project details to help our clients identify projects and define parameters, which is critical for building stakeholder support, researching funding options, preparing funding applications, and successfully managing the associated required reporting. Although we sometimes share information with our clients about various funding opportunities, TESCO does not provide loan or grant-funding application, management, or reporting services. We regularly work on grant-funded local and regional water and wastewater projects, but do not directly assist or provide services regarding funding opportunities.

8. TESCO's Understanding of the City's Needs

The City requires on-call services from a systems integrator for upcoming projects involving maintenance and programming of PLCs and OITs, maintenance of Radio Network System, calibration and testing of instrumentation for water, sewer, and recycled water projects.

We understand the criticality of maintaining continuous potable water delivery to the City's residents and businesses – without interruption. Our team is ready to assist the City in maintaining your water distribution system, which includes: more than 156 miles of 2- to 24-inch pipelines; seven wells; four tanks; and three Metropolitan Water District (MWD) Interconnections.

Responsive Service to the City of Compton

For the duration of this as-needed Master Services Agreement, TESCO will provide timely response and quality integration services as needed for the City and in compliance with the intent of the RFP. TESCO understands that the City will issue Task Orders for proposed work to be accomplished; TESCO will identify aspects needed to provide the work in a timely and efficient manner. For each Task Order, TESCO will develop a description of the project (i.e., Scope of Work) and a corresponding project price. TESCO will make each Task Order's ensuing Scope of Work available to the City for review and Notice to Proceed.

Responsive Project Manager

Project Manager **John Zitlau** will provide overall project communication between all parties involved, promptly respond to the City's requests, and obtain City approval for specific work tasks for each project.

Approach to Providing As-Needed SCADA Services

TESCO will approach your on-call projects using our internally-developed and adopted methodologies. This allows us to employ our stable, consistent approach to delivering successful projects. Below are methodologies that we employ for specific aspects of work that may be associated with the City's needs during the duration of this contract.

Integration Capabilities

TESCO has a long history of providing services and support for a multitude of water districts and agencies spanning over 47 years in business, exclusively for the water and wastewater industry. With the combination of TESCO's UL 508A listed headquarters and production facility, located in Sacramento California, and our fully-staffed and operable engineering suite located in Temecula, California, the City will have unparalleled access to timely and effective project resources.

TESCO's Sacramento Headquarters and Manufacturing Facility resources and capabilities include:

- **Equipment Procurement:** TESCO is an 80 million-dollar annual sales company with over 1 million-dollar parts inventory. Our primary focus is to pre-purchase long lead-time items to avoid any project delays due to available equipment and materials. TESCO is an original equipment manufacturer (OEM) for most major equipment suppliers, including Schneider Electric, GE, and Rockwell Automation. All equipment is procured and inspected prior to project implementation.
- **System Manufacturing:** Control panel, MCC and system manufacturing takes place from inception to completion

within our UL listed facility. The manufacturing life cycle consists of Procurement, Assembly, Wire, Quality Control and Test.

- **System Programming:** Set-up, configure, program and test all programmable systems utilized within the project. Programmers begin development and programming for all PLC's, RTU's, HMI's and computerized systems.
- **System Configuration:** Configure and test all user applications within the project. The computer system is programmed and configured for project specific needs including: network configuration, database configuration, graphical and non-graphical user interfaces, alarm system generation and remote system access, if required. Set-up the entire system and test as an integrated system prior to factory testing.
- **Factory Testing:** Conduct factory test with the City and its representatives based on the testing requirements established during the design/bid phase.

TESCO's Temecula Engineering-Suite resources and capabilities include:

- **Support Program:** Provide the resources, extended system coverage, maintenance services, telephonic-support, technical expertise needed to support the City during the period of this contract.
- **System Programming:** Set-up, configure, program and test all programmable systems utilized within the project. Programmers begin development and programming for all PLC's, RTU's, HMI's and computerized systems.
- **System Configuration:** Configure and test all user applications within the project. The computer system is programmed and configured for project specific needs including: network configuration, database configuration, graphical and non-graphical user interfaces, alarm system generation and remote system access, if required.
- **Field Engineers:** TESCO's fully trained field service engineers and technicians have several years' experience in service and support for the following: pressure, level, flow, temperature, SCADA, telemetry communications and water quality measurement instrumentation along with process control loop tuning.
- **After-hours Support Services:** Our Service Center is equipped with an after-hours telephone paging system for emergency response and technical service support. The telephone paging system can be accessed after our normal business hours of 7 a.m. to 5 p.m. PST, by dialing (916) 395-8800 at which time our answering service will take a message and/or page appropriate points of contact for immediate response.
- **Maintenance Agreements:** TESCO EMASS offers an array of inexpensive, economical support and professional services designed to help the customer achieve their business objectives. This may include reducing or minimizing the operating and service costs, all while keeping the existing systems running at peak performance.

Services and Support Capabilities

Services and support may be requested by the City through contacting the assigned Project Manager, **John Zitlau**, or the assigned Sales Professional, **Alex Leeth**. Non-Emergency service or support call requests are designed to be facilitated and rendered during normal business hours. After-Hours service or support calls are designated as Emergency Services. Services may be requested and scheduled per the following:

- **Preventative Maintenance:** Support contracts can include preventative maintenance services that are coordinated with the customer/owner subsequent to contract acceptance. Such services shall be prescheduled between the City and TESCO.
- **Pre-Scheduled Services:** TESCO services are available for non-emergency work. Key personnel assigned in the below Project Team section shall furnish the services requested for the pre-schedule services, but may be subject to change and availability. Services can be rendered in the form of telephonic support, on-site field support, and remote access.
- **Emergency Services –** Response to emergency calls shall be within 30 minutes of initiating call and in the form of telephonic support. Emergency calls requiring on-site support shall be handled on a case-by-case basis and prioritized by the criticality of the emergency. Services can be rendered in the form of telephonic support, on-site field support, and remote access. Should onsite services be required, TESCO will be on-site within 24 hours per the requirements of the RFP. Scheduling of such on-site emergency support shall be coordinated during the initial telephonic support call. Emergency services shall be managed by TESCO's on-call support personnel.

After-Hours Emergency calls are sent directly from our dispatch center to our "on-call" support personnel, where calls are given immediate technical support or routed to corresponding technical support team. Every support call is logged into our system and a Customer Service Report (CSR) is generated for each billable support call received, which is accompanied by a billing invoice, if any applies.

9. Limit of General Liability and Professional Liability Insurance

TESCO maintains the following insurance coverage, listed by policy:

- **Commercial General Liability:** $1,000,000 each occurrence, $2,000,000 aggregate
- **Professional Liability:** $5,000,000 general aggregate
- **Umbrella Liability:** $9,000,000 per occurrence and aggregate
- **Automobile Liability:** $1,000,000 combined single limit
- **Workers Compensation:** Statutory coverage

Should TESCO be selected to provide as-needed services, the City of Compton will be endorsed as an additional insured.

10. Name and Qualifications of Subcontractors

TESCO CONTROLS, INC.

TESCO performs all work in-house, and therefore has not included any subconsultants on our team. Our highly-skilled electrical, power, and control system engineers; seasoned PLC and SCADA-HMI programmers with direct water/wastewater application experience; field service engineers; startup and system commissioning experts; and experienced project managers excel in the delivery of SCADA system solutions.

Because TESCO is a **full-service systems integrator** with the capacity to self-perform all work involved in our projects, we succeed in effectively managing project schedules and costs to provide the quality outcome our clients need.

11. General Company Information: Tesco Controls, Inc.

Required Information

Legal Name, Address, and Telephone Number

Tesco Controls, Inc. (Corporate HQ)
8440 Florin Road
Sacramento, CA 95828
(916) 395-8800

Southern California
42015 Remington Ave. Suite 102
Temecula, CA 92590
(951) 308-6450

Background and Experience

See SOQ Sections 2, 3, and 4 for detailed summary of TESCO's background, qualifications, and relevant experience.

Organizational Structure

California Corporation

Project Manager's Background and Experience

Project Manager **John Zitlau** works from our Sacramento headquarters and can be reached directly at (916) 596-4529 and jzitlau@tescocontrols.com. John's qualifications are introduced in **Section 3**, and his detailed resume is included in **Appendix A**.

Client References from Projects Completed in the Past Five Years

We encourage the City to reach out to these clients to confirm their satisfaction with TESCO's services and project deliverables.

City of Rialto, CA

W1 SCADA Improvements Project
Thomas J. Crowley, P.E., Utilities Manager
150 South Palm Avenue, Rialto, CA 92376
(909) 820-8056, tjcrowley@rialtoca.gov

San Gabriel Valley Water Company (SGVWC), CA

Plant B5 Treatment Systems Design-Build / Enterprise SCADA & Telemetry Projects
Oscar Ramos, General Superintendent
11142 Garvey Avenue, El Monte, CA 91733
(626) 448-6183, omramos@sgvwater.com

Fontana Water Company, Fontana, CA

Sandhill WTP SCADA Systems Project
Jim Wonser, Production Superintendent
15966 Arrow Route, Fontana, CA 92335
(909) 841-0588, jfwonser@fontanawater.com

San Gabriel Valley Water Company (SGVWC), CA

Plant B5 Treatment Systems Design-Build / Enterprise SCADA & Telemetry Projects
Oscar Ramos, General Superintendent
11142 Garvey Avenue, El Monte, CA 91733
(626) 422-3730, omramos@sgvwater.com

City of San Mateo, CA

WWTP Immediate Action Phase 1
Dan Orfescu, WWTP Supervisor
2050 Detroit Drive, San Mateo, CA 94404
(650) 437-4180, dorfescu@cityofsanmateo.org

November 5, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: BRIAN A. DICKINSON, GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A 3-YEAR PROFESSIONAL SERVICES AGREEMENT WITH TESCO CONTROLS, INC. FOR PROVISION OF SUPERVISORY CONTROL AND DATA ACQUISITION MAINTENANCE AND INTEGRATION SUPPORT SERVICES ($105,000).

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a three (3) year professional services agreement; with the option to extend the agreement for two (2) – one (1) year terms; with Tesco Controls, Inc. for provision, on an **"as-needed"** basis, Supervisory Control and Data Acquisition ("SCADA") maintenance and integration support services and authorize the establishment of a purchase order in the amount of Thirty Five Thousand Dollars ($35,000.00) for services rendered during the first (1st) year of the agreement.

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, 1,156 fire hydrants, 3,711 valves, 8 water wells, 2 water storage tank locations with 5 storage tanks total and 1 booster pump station.

STATEMENT OF THE ISSUE

The Department has identified a need for SCADA Maintenance and Integration Support Services, on an as-needed basis, for adding and integrating new instrumentation or equipment, integrating existing instrumentation and equipment and providing programming services.

A Request for Qualifications was advertised on July 17, 2019 and proposals were solicited from eight (8) SCADA Integration Firms experienced in this type of engagement. On August 8, 2019 proposals were received from six (6) SCADA Integration 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:

- TESCO Controls 25.825
- Control Automation 24.75
- Utility Systems Science 22.35
- Soffa Electric 16.05
- JM Integration 15.65
- KDC Systems 13.075

Tesco Controls, Inc. ("Tesco"), in addition to designing and building control system solutions for water and wastewater treatment, water distribution, sewer collection and related processes, also provides as-needed services for smaller tasks, regular maintenance troubleshooting and support, as well as 24/7/365 emergency support services. Tesco is also an original equipment manufacturer for most major equipment suppliers.

FINANCIAL IMPACT

The estimated cost to provide the SCADA Maintenance and Integration Support Services is $35,000.00 per contract year. Funding in the amount of $35,000.00 for services rendered during the first (1st) year of the contract are available in Account No. 5000-900-000-4266 (Contract Services). Funding for the remaining years of the agreement will be appropriated in future City budgets.

RECOMMENDATION

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

BRIAN A. DICKINSON, GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT

APPROVED FOR FORWARDING

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A 3-YEAR PROFESSIONAL SERVICES AGREEMENT WITH TESCO CONTROLS, INC. FOR PROVISION OF SUPERVISORY CONTROL AND DATA ACQUISITION MAINTENANCE AND INTEGRATION SUPPORT SERVICES ($105,000).

WHEREAS, 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, 1,156 fire hydrants, 3,711 valves, 8 water wells, 2 water storage tank locations with 5 storage tanks total and 1 booster pump station; and

WHEREAS, the Department has identified a need for Supervisory Control and Data Acquisition ("SCADA") maintenance and integration support services, on an as-needed basis, for adding and integrating new instrumentation or equipment, integrating existing instrumentation and equipment and providing programming services; and

WHEREAS, the Department released a Request for Qualifications, soliciting professional consultants experienced in the particular type of services needed; and

WHEREAS, after review of the proposals received it was determined that the proposal presented by Tesco Controls, Inc. demonstrated requisite competence, experience, training and professional qualifications necessary for the satisfactory performance of the services required at a reasonable cost; and

WHEREAS, the estimated cost to provide the SCADA Maintenance and Integration Support Services is $35,000.00 per contract year; and

WHEREAS, funding in the amount of $35,000.00 for services rendered during the first (1st) year of the contract are available in Account No. 5000-900-000-4266 (Contract Services). Funding for the remaining years of the agreement will be appropriated in future City budgets.

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

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to execute a three (3) year professional services agreement; with the option to extend the agreement for two (2) – one (1) year terms; with Tesco Controls, Inc. for provision, on an **"as-needed"** basis, Supervisory Control and Data Acquisition ("SCADA") maintenance and integration support services.

Section 2. That funding in the amount of Thirty Five Thousand Dollars ($35,000.00) for services rendered during the first (1st) year of the contract are available in Account No. 5000-900-000-4266 (Contract Services). Funding in the amount of $35,000.00 per contract year for the remaining two (2) years of the agreement will be appropriated in future City budgets.

Section 3. That a purchase order in the amount of Thirty Five Thousand Dollars ($35,000.00) is authorized to be established for Tesco Controls, Inc.

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, the Municipal Water Department.

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

ADOPTED this ___ day of _____, 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

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
TESCO CONTROLS, INC.

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON,** a municipal corporation of the State of California (hereinafter referred to as "**CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220 and **TESCO CONTROLS, INC.** (hereinafter referred to as **"CONSULTANT"**) located at 42015 Remington Avenue, Suite 102, Temecula, California 92590, (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, City has a need to employ the services of an experienced and professional Supervisory Control and Data Acquisition integration consulting firm to provide a full range of services to the Compton Municipal Water Department on an "as-needed" basis, including maintenance and integration support services; and

WHEREAS, Consultant (Tesco Controls, Inc.) warrants that it is specifically trained, experienced, competent and has the resources to provide such necessary services which will be required by this Agreement; and

WHEREAS, City desires to engage Consultant to provide these services by reason of its qualifications and experience in performing such services; and

WHEREAS, By Resolution No. _____, adopted on the __ day of _____, 2019, the City Council gave approval to award a contract to the Consultant for performing the needed services; and

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

NOW, THEREFORE, the Parties, 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, on an "as-needed" basis, a full range of services to the Compton Municipal Water Department, including, but not limited to maintenance and programming of PLC's and OIT's, maintenance of Radio Network System, calibrate and test instrumentation and addition of instrumentation. More specifically, Consultant shall provide the following services and tasks:

Task: SCADA System Integration ($170/per hour)

Task: Emergency Service Calls, as-needed 24/7 Response for system troubleshooting ($245/per hour)

Task: New Project Integration ($170/per hour)

Task: Staff training on new equipment or changes to SCADA process ($170/per hour)

Task: System design and instrumentation coordination ($170/per hour)

Task: PLC and HMI design and programming ($170/per hour)

As more fully described in the City's **"Request for Qualifications for SCADA Maintenance and Integration Programming Consultant Services,"** released July 17, 2019 and the Consultant's response proposal to the **"As-Needed SCADA Maintenance and Integration Programming Services,"** submitted August 8, 2019, both of which are incorporated herein by this reference.

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

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

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and sub-contractors, if any, and will keep the services under its control. On request of City, if any employee or sub-contractor 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, Consultant will discharge said employee or sub-contractor from performing services pursuant to provisions of this Agreement.

_____, _____ of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

Brian A. Dickinson, General Manager, or his authorized designee, of City's Municipal Water Department, is hereby designated as the City's Representative for this Project/Agreement.

2. **Duration of Contract.** The Consultant shall commence services requested by the City on issuance of Notification to Proceed from the City to Consultant and continue on an "on-needed" basis to perform, in a diligent and professional manner, those services requested and required pursuant to this Agreement for a period of up to thirty-six (36) months after the initial commencement date of services, unless this Agreement is extended or terminated as provided herein.

Consultant will generally adhere to any schedule set forth by the City 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 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 basis as specified above in **Section 1** and within Consultant's **"Proposal – Bid Schedule,"** which is incorporated herein. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City.

It is understood and agreed between the Parties that the maximum compensation authorized for the services provided by the Consultant during the term of this Agreement shall be limited to a not-to-exceed amount of **Thirty Five Thousand Dollars ($35,000.00) per contract year,** unless otherwise authorized by the City Council. Except as specified above and agreed to by the Parties, 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 Parties**.**

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.

Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **General Manager** of the **Compton Municipal Water Department,** at the following address: City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.

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

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

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

the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), is a wholly independent Consultant and not an officer, employee, subcontractor or agent of the City of Compton, and is not authorized to act on behalf of the City. 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 Contract. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers, joint venture or partner 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. Consultant will not be eligible for any employee benefits, nor will City make deductions from any amounts payable to Consultant of taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Consultant. Consultant retains the right to provide services for others during the term of this Contract.

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 Consultant of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

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

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

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

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

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

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

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

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

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

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

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

16. 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 sub-consultant.

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. Certifications. 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:

.a Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency; and

.b Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years; and

.c Does not have a proposed debarment pending; and

.d 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

.e 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

.f 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 Contract on the signature portion thereof shall also constitute signature of the above Certifications.

_____ _____
Date

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

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

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

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

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

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

27. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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

To Consultant:	**Tesco Controls, Inc.** **42015 Remington Avenue, Suite 102** **Temecula, California, 92590** **Attn:** **(951) 308-6450** **(951) – fax.**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: General Manager, Compton Municipal Water Department** **(310) 605-5555** **(310) 761-1429 – fax.**

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.

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

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their

reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

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

FIFTY TWO CONSULTING, INC.
CONSULTANT

Dated: _____ **By _____**
Brian Hardy, Managing Partner

CITY OF COMPTON

Approved by:

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

Approved as to form:

By _____ **Dated: _____**
Damon M. Brown, City Attorney

ATTEST:

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

City of Compton
MUNICIPAL WATER DEPARTMENT

(310)605-5595
Fax (310)637-3484

SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR GIS BASED OPERATIONAL AND ASSET MANAGEMENT SOFTWARE AND SUPPORT

Dear Responding Consultant:

The City of Compton Water Department is requesting proposals (RFP) from qualified firms (Consultant) to provide GIS/Asset and Operational Management Software Services to the City of Compton. The selected Consultant shall construct a web based GIS system based ESRI's Local Government Information Model (LGIM); install and integrate software for asset, operational and work management; and provide 3-year maintenance and update of data contract with optional two 1-year extensions. Optional work includes the implementation of the integration of customer service software (Springbrook) and Supervisory Control and Data Acquisition (SCADA, Inductive Automation - Ignition).

To be considered responsive to the RFQ 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 "GIS Based Operational and Asset Management Software and Support" to:

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

Submission Deadline: August 8, 2019 at 10:30 a.m.

Sincerely,

Brian A. Dickinson

General Manager

Request for Qualifications (RFQ)
ON-CALL GENERAL ENGINEERING CONSULTANT SERVICES

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 consultants to provide GIS/Asset and Operational Management Software Services, construct a web based GIS system based ESRI's Local Government Information Model (LGIM); install and integrate software for asset, operational and work management.

PROJECT INFORMATION

The City of Compton Water Department is approximately 7.8 square miles and has approximately 98 miles of water mains, eight (8) water wells, two (2) reservoir locations with corresponding booster pump stations.

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 three (3) years, beginning on effective date of the agreement. The following is a general Consultant selection outline and anticipated schedule:

- Request for Proposals — July 17, 2019
- Proposals Due — August 8, 2019
- Evaluation of Proposals — August 13, 2019
- Recommendation to City Council and Award — September 3, 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 hourly rates.**

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 15-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:

Monday, 10:30 A.M., August 8, 2019

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

Interested firms shall address in their proposals, their firm's ability to provide the following services if selected by Compton. Additional services needs for GIS, Asset, Operational, and Work Order management software should be included as part of the proposal (services identified below are considered minimum amount of services):

Task 1 – Evaluation & Recommendation

1. Hold a kick off meeting to discuss the evaluation of the existing system and desired direction of the utilities. Make recommendations of software type and estimated annual costs.
2. Evaluate the current status of GIS source material (drawings, meter books, index maps, customer service data, meter telemetry, etc.) and identify missing information.
3. Review and recommend IT infrastructure or software-as-a-service (SaaS) and hosting data.
4. Review and recommend software including mobile application technology.
5. Interview staff to determine departmental needs for water.
6. Provide a recommendation and cost on the best way to create a spatial geodatabase in the ESRI Local Government Information Model to meet the Utility's needs.
7. Recommend the best way to electronically store and access said "GIS mapping" and third party software for asset and operational management.
8. Provide a cost estimate for the software purchase and ongoing GIS maintenance cost if software-as-a-service (SaaS).
9. Provide a recommendation for hardware requirements (if necessary) or software as a service (SaaS).Recommend a Computerized Maintenance Management System (CMMS).
10. Recommendation of mobile application for asset data collection of both water and sewer infrastructure.
11. Recommendation of how this system will support production inspection rounds and automating of regulatory reporting for operational management.
12. Recommendation of how the system will support adding or relocating features/assets in the field to support continuous improvement of the GIS mapping layer.
13. Recommendation of how this system will incorporate Compton's Wachs Model #17-000-15 and Pacific Tech Model #PT 25 Valve Turning Machines.
14. Recommendation of best approach to capture plan for system outages, respond to leaks, and automate water loss reporting.
15. Recommendation of performance metric dashboards to use for office-based

users to track, trend, monitor and report on work and productivity.

16. Recommendation of how this system can support future hydraulic model simulations for Compton's future planning analysis, including but not limited to fire flow simulations in support of developer requests.

Task 2 – Implementation

1. Upon reviewing the Consultant's recommendations, Compton will direct the Consultant to precede with development of a functional, spatially accurate, no-low maintenance GIS.
2. Provide data entry as necessary to create the GIS layers and utility information.
3. Install and configure the software.
4. Deploy asset, operational field data collection and work order mobile application. Mobile application must have the following features but not limited to the features.
    a. Pipeline inspections and repair
    b. Maintenance
        i. Valve Exercising
        ii. Hydrant testing and flushing
        iii. Meter Replacement
        iv. Sewer Line Cleaning
    c. Water quality sampling
    d. Inspections
        i. Manhole
        ii. Tank
        iii. Pump
    e. FOG tracking
    f. Asset collection with GIS updating
    g. Customer Service requests
        i. Turn-off
        ii. Turn-on
        iii. Meter interrogation
        iv. Start Service
        v. Stop Service
5. Provide two staff training sessions for the Water and Sewer

utilities.

Task 3 – Implementation of CMMS Software

1. Consultant to proceed with implementing the Third party asset, operational, and work order management; and CMMS software.
2. Provide data entry and system configuration as necessary to deploy software.

3. Provide two staff training sessions for the Water and

Sewer utilities.

Task 4 – Ongoing Update to System (3-year contract, plus 2 additional year

option)

1. Provide quarterly updates to GIS system.
2. Maintain software updates

and features.

Task 5 – Optional Tasks

1. Integration of accounting software system (One Solution) into the asset and work order management software.
2. Integration of Supervisory Control and Data Acquisition (SCADA, Ignition) operational management software.
3. Additional features offered by the Consultant but not listed in this RFP.

Compton has provided the above project description to assist in a general understanding on what the completed project should contain. The selected Consultant will work with Compton to develop a more detailed scope of work and cost proposal.

The Consultant will be evaluated on features and tasks not identified in the scope of work that provides value to the utility. Furthermore the Consultant shall identify and note additional elements that are required to successfully complete the project.

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 and firefighting purposes; and

WHEREAS, the Water Department is in need of GIS Based Operational and Asset management Software and Support Services for Operations and Maintenance of the Water System; 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 provide construction management and inspection services for the GIS Based Operational and Asset Management Software and Support Project; 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 GIS Based Operational and Asset Management Software and Support Services"** (dated August 29, 2018) and Consultant's **"Proposal to Provide GIS Based Operational and Asset Management Software and Support Services"** (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 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

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

Sedaru Proposal for

City of Compton

RFP for GIS Based Operational and Asset Management Software and Support

Submitted to:

Submitted by:

SEDARU

Sedaru, Inc.
168 E Arrow Hwy, Suite 101
San Dimas, CA 91773
Office: 626.244.0700

sedaru.com
info@sedaru.com

Contents

Letter of Transmittal	3
Executive Summary	4
Qualifications of Key Persons Assigned to Compton	5
References	6
Contracts with the City of Compton	7
Fee Proposal (in a separate sealed envelope)	7
Outside Funding Sources	7
Sedaru's Understanding of Project	8
General & Professional Liability Insurance	14
Subcontractors	14
Sedaru Company Background	15
Appendix A: Key Staff Resumes	17

Letter of Transmittal

August 8, 2019

Ms. Alita Godwin and Mr. Brian Dickinson
City of Compton Municipal Water District
205 S. WIllowbrook Avenue
Compton, CA 90220

Subject: Proposal to Provide GIS BASED OPERATIONAL AND ASSET MANAGEMENT SOFTWARE AND SUPPORT

Dear Ms. Godwin and Mr. Dickinson:

Sedaru is pleased to submit this proposal to the City of Compton Municipal Water District (City). We look forward to demonstrating the unique and differentiating value the Sedaru team and products will bring to the City's operational asset management initiatives.

Sedaru builds and maintains GIS-based systems for water, wastewater and public works utilities nationally. Utilizing this robust GIS framework, we develop, sell, implement and support our Sedaru solution as a nationally recognized asset & operational management software for field data collection, maintenance & work order management, leak & break response for water loss, automated reporting, and hydraulic modeling.

Sedaru's staff includes GIS and technology experts, implementation technicians, and civil engineers, experienced in water/wastewater operations, maintenance, and engineering workflows and applications to deploy decision support systems for utilities. Sedaru staff brings over 80 years of combined experience to the specific requirements of this Project, specifically building and deploying Esri-based geographic information systems (GIS), applying GIS for maintenance management and field mobility, and delivering decision support systems including hydraulic modeling.

I am proud to serve as the City's Client Service Manager and contractual representative. Based in Southern California, I will bring specific experience relevant to this Project, and a uniquely qualified team that has successfully deployed similar services to local agencies, including Los Angeles Department of Water and Power (LADWP), City of Pomona, Laguna Beach County Water District, and many more.

Sedaru is looking forward to working with the City of Compton Municipal Water District. Please contact me at 626-354-7003 or paulhauffen@sedaru.com with any questions.

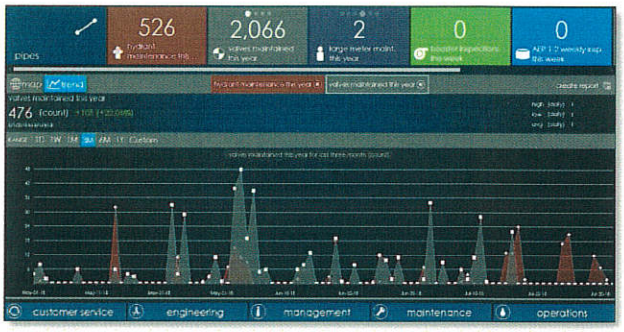
Sincerely,

Paul Hauffen,
Client Service Manager
Sedaru, Inc.

Executive Summary

Sedaru Overview

Sedaru brings extensive expertise in helping water and public works utilities build, maintain, and leverage GIS to streamline operations, optimize asset management, build mission critical data, and unify information systems.



Sedaru utilizes GIS to deploy a robust, full-featured CMMS as Sedaru OMNI, in a straightforward, easy-to-use application for the enterprise. This proposal will outline how Sedaru meets the City's needs, including field operations, superintendents, customer service, management, and other departments through an easy to use field app, dynamic work order assignment in an easy-to use dashboard user interface, tracking, trending and reporting of work and productivity. Sedaru's native functionality, configurations, integrations, and implementation meet the requirements of this RFP.

Our Proven Approach: We understand that the majority of your users will be field staff, and it's imperative to receive buy-in from field crews to populate the system. Sedaru starts ***by defining field staff requirements, then designing and field testing the mobile end user interfaces***. Once mobile interfaces are substantially designed and approved, final backend configuration is achieved. This "end user first" strategy ensures that from ***Day 1 of the rollout of your system, the overwhelming majority of your field staff users are ready*** and excited to use the new system.

Unique Qualifications and Industry Expertise

Sedaru delivers the industry's leading enterprise asset & operational management system, inclusive of the next generation CMMS, which we call Sedaru OMNI (Operations Management and Network Intelligence). Sedaru delivers utilities access to the information, automation, and control of their assets and business in one unified application. With Sedaru OMNI, utilities can optimize operational expenditures, manage work and resources, unify data, systems, and people, make real-time, data driven decisions, predict performance, and much more.

Sedaru OMNI helps utilities dispatch, track, trend, monitor, and report-on investigations and work orders across any asset. With Sedaru, the City can schedule work, assign to the nearest field crew, track labor, equipment, and material. In the same interface, users see automated, map-driven notifications and real-time, paperless dispatching within a turnkey event management system. Sedaru OMNI communications features ensure everyone stays on the same page; from Call Centers to Field Crews, Engineers to Operators - ***viewing the same data, at the same time, contributing to solutions, together***.

Qualifications of Key Persons

Sedaru brings a world-class project team to serve City of Compton for this Project. This team includes Sedaru staff **with over 80 years of combined experience** implementing decision support solutions for Municipalities and Utilities across the country. Please see full resumes of key staff in Appendix A.

Paul Hauffen | Client Service Manager

With 25 years' experience, Mr. Hauffen has contributed to the direction of the company towards specializing in water/wastewater system modeling and master planning, asset management, and smart water/real-time applications for water efficiency, including the creation, development, and deployment of the Sedaru software platform to drive the automated utility. Mr. Hauffen has expertise in water distribution system analysis and related technology and is a recognized expert in hydraulic modeling and engineering software applications.

Ramon Gallegos | Project Manager and CMMS Implementation

Mr. Gallegos has over 16 years of experience in GIS and information technology, including having successfully implemented the Sedaru asset and operational management software to customers across Southern California. Mr. Gallegos' is experienced with field operations deployments for distribution system maintenance crews, work order management systems, designing user interfaces, deploying enterprise GIS, creating and managing geodatabases, developing GIS process automation, creating and editing spatial and attribute data, conducting spatial analysis, and system integrations.

Kevin Koshko | Products and Integrations Advisor

Mr. Koshko is Sedaru's Product Architect, and has spent the last 20 years dedicated to the operation, data collection, and analysis of hundreds of water utilities across the US and is responsible for overseeing the design and features of Sedaru's industry-leading software. His experience in the field provides insight into Sedaru software, data collection, & services. His technical skills excel in the areas of systems design, enterprise software integration, custom application development, CMMS, SCADA, CIS business systems integration, & IT infrastructure administration.

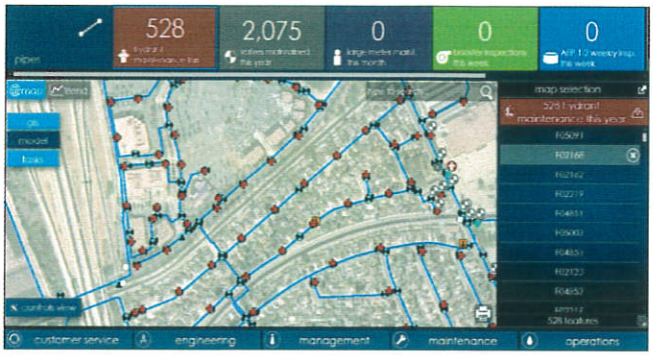
Jamie Persino, GISP | Technical Advisor

Mr. Persino is Sedaru's Implementation Services Leader. He oversees the ongoing success of Sedaru implementations and GIS related support and services. Mr. Persino is a GIS professional with over 20 years of experience including 7 years as the GIS manager at a major municipal water system. Mr. Persino has experience deploying asset and operational management systems, leading system integrations, working with utility departments – including field crews and O&M superintendents - to streamline workflows and unify data sets.

References

City of Pomona – CA

Sedaru OMNI, Fieldforce, and Modeling is deployed at the City of Pomona, with Sedaru CIP pending, all working together to support dynamic asset management. The City is using Sedaru to manage hydrants, valves, meters, water production, and water treatment assets. In addition, sewer main maintenance and manhole inspections are managed in Sedaru. Sedaru is also working with the City to develop and update the City's Utility Strategic Plan in Sedaru CIP. This plan acts as a dynamic master plan, helping to prioritize asset maintenance and replacement.



- **Reference:** Darron Poulsen, Water & Wastewater Operations Director, (909) 620-2253

City of Victorville - CA

Sedaru built the City's new water GIS, deployed Sedaru CMMS, integrated Sedaru with the City's ArcGIS Server, and completed a real-time, bi-directional integration with the City's CIS (Tyler Munis). The City now uses Sedaru with their new GIS and hydraulic model to monitor and complete work specific to water production, distribution, and work management for their water & sewer system.

- **Reference:** Doug Mathews, Director of Public Works and Water, (760) 243-6332

Phelan – Pinon Hills Community Service District – CA

Sedaru serves as the enterprise asset management system and mobile platform for this CSD. Their system enables staff to manage all work in real time and more efficiently complete required tasks and activities. Sedaru is also bidirectionally linked to their CIS system to manage service requests, meter maintenance, and other customer/billing related issues.

- **Reference:** George Cardenas, Engineering Manager, (760) 868-1212 ext. 311

Laguna Beach County Water District (LBCWD) – CA
LBCWD has implemented Sedaru to optimize operations and maintenance workflows across their water distribution network. Deploying real-time workflows for hydrants, valves, customers, pumps, and water quality sampling. LBCWD also is using Sedaru to manage their 811 Dig-Alert tickets. Sedaru Modeling gives LBCWD engineers insight into how their system will react to a new development, pipe size change, and more.

- **Reference:** Eric Callahan, Engineering Tech, (949) 464-3113

Contracts with the City of Compton

Sedaru has not had any contracts with the City in the last 5 years.

Fee Proposal

Included in a separate, sealed envelope per the instructions stated in the RFP.

Outside Funding Sources

Sedaru has not solicited for, or procured outside funding sources for any client in the last 10 years.

Sedaru's Understanding of Project

Sedaru understands the City's need for a web-based GIS Operational and Asset Management System that leverages the City's Local Government Information Model (LGIM) GIS. Sedaru is an industry leading, Esri GIS-based software to monitor, measure, manage, and operate water & wastewater utility O&M in real-time. The following Project Understanding will highlight an approach to the City's Scope of Work that has proven effective for utilities across Southern California, and nationally.

Task 1-3: Evaluation, Recommendations, and Software Implementation

Project Discovery Workshops and System Design

All Sedaru projects begin with an in person kick off meeting. At the meeting, both the Sedaru Client Service Manager and the Sedaru Implementation Manager will meet with all City stakeholders to review the scope of the project and schedule. A color-coded, prioritized Data Request List (DRL) will be presented and discussed. This DRL will give the City a roadmap for all data needed by the Sedaru implementation team to start the project successfully. ***This templated and organized approach ensures the project starts successfully from Day 1.***

As part of the kick off process, key leaders from each of the major departments at the City will be identified and work orders types will be discussed and defined. Based on what is known today about the City of Compton's current workflows, we will be reviewing and working together to streamline existing workflows, work order types, while identifying key performance indicators (KPIs) wherever possible. Streamlining the current workflows will vastly simplify the required setup of the Sedaru-based asset management system, and most importantly, ***yield an increase in daily efficiencies for the City***.

Asset Registry and Esri Environment Support and Configuration

Sedaru uses the ArcGIS geodatabase as its backend storage — it does not require its own separate database structure, and therefore can inherit the City's current geodatabase (GDB). However, Sedaru will review the City's current GDB and recommend any considerations to data structure to implement and maintain the asset and operational management software as efficiently as possible. ***As an Esri business partner, Sedaru is extremely familiar and prepared for Esri's latest direction***, with server versions, ArcGIS Portal, utility network, and more. Sedaru will review and provide GIS recommendations from the perspective of our technology alignment and business partner relationship with Esri.

Sedaru is designed to consume services directly from ArcGIS. Sedaru customers have the choice to utilize their own ArcGIS infrastructure and host services through the ArcGIS server or to utilize the Sedaru hosted ArcGIS environment. ***During the implementation phase of the project, most utilities host their data with Sedaru,*** then transition the GIS data to their own ArcGIS infrastructure as they become closer to going live, and as internal resources allow.

Sedaru is built and architected to reduce data silos within an organization. All additional Sedaru information is built into a set of related information tables within the geodatabase. This approach minimizes the needs to duplicate data. If the City is using a non-standard data model within their Esri environment, Sedaru may recommend database schema changes and updates to the process. These changes are typically minor and the Sedaru implementation team can support executing these changes.

Software Recommendation

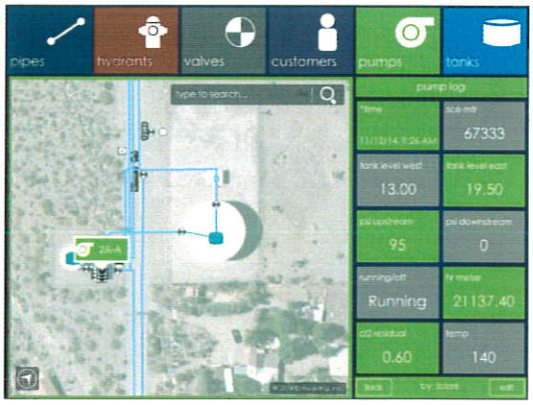
Sedaru's proposed software is intuitive to use, easy to configure, and accessible by all City users – both in the office and in the field. Sedaru delivers a unique combination of the industry's easiest-to-use interface, field mobile operability, business intelligence, and a proven integration framework that works with and distributes data from 3rd party systems such as Esri GIS, and optionally, SCADA, CIS, Valve Turning Machines, AMI/AMR, Dig-Alert, and others.

- **Easy-to-use, Infrastructure and IT-light:** Sedaru's infrastructure is very lightweight, helping the City avoid the requirement for internal servers or software support technicians in-house. Sedaru can host the City's data within the secure, Amazon elastic cloud, with redundancy to preserve City data throughout, as well as consistent up-time to support regular access to data, software and decision support. Software updates are handled at the cloud-level, so that the City receives updates without disruption to service. Alternatively, Sedaru can utilize the City's internal Esri GIS server, if available. Fee proposal costs have assumed Sedaru hosting.

- **Works with Common, Inexpensive Devices for the field:** Sedaru works extremely well with iPads and iPhones, as well as Windows operating system, MS Surface tablets included. Sedaru will provide hardware specifications to support the City's selection for mobile devices that consider cost, ruggedness, ease-of-use, and performance.

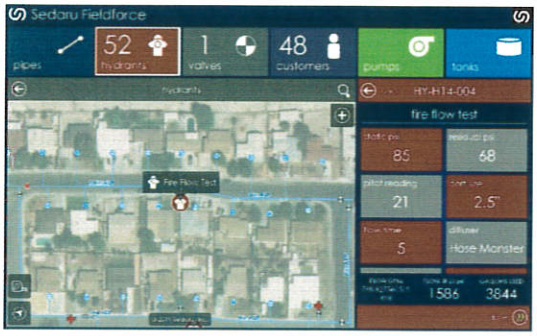
- **Water (Sewer & Public Works) Asset & Operational Management:** Sedaru provides the City with the ability to dispatch work, including tracking, trending and monitoring completed work to create reports on productivity across any asset, water (sewer, public works), including both horizontal and vertical assets, with efficiency. As an option, the City can choose to work with our implementation team to automate pre-templatized production reports from Sedaru.

Mobile Workflows: Sedaru field mobile data collection supports O&M workflows, including and not limited valve exercising, hydrant testing and flushing, meter replacement, sewer line cleaning, water quality sampling, manhole inspections, tank inspections, pump inspections, FOG tracking, asset collection, GIS updates, turn on and off, meter interrogation, start service and stop service.



- **Valve Excercising with Valve Turning Machining Integration:** Sedaru enables field crews to remotely control the Valve Turning Machine, and automatically populate output into the field mobile forms. This provides an automated way for City field crews to complete its valve exercising program, while digitally documenting important valve information.

- **Hydrant Flushing with Automatic Water Loss Calculation:** Sedaru supports hydrants workflows including inspections, flushing, fire flow tests, and more. For workflows that require opening the hydrant, Sedaru automatically calculates and stores water lost due to that workflow, helping utilities track and report on water loss to comply with regulations.

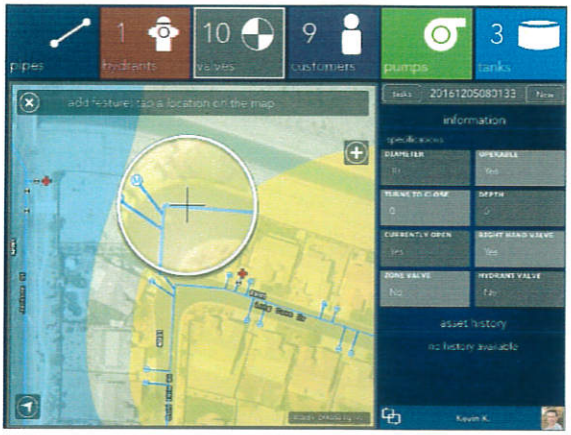


- **Meter Inspections and Replacements:** Sedaru is used by utilities for meter field operations, including the inspection, meter reads, and meter changeout programs. Graphic displayed on the right shows an example of a meter changeout work form configured in Sedaru Fieldforce.

  Sedaru Fieldforce is a native app for iOS and Windows tablets and leverages the native capabilities to enhance data collection, such as drop-down menus, voice to text, picture, and location detection.

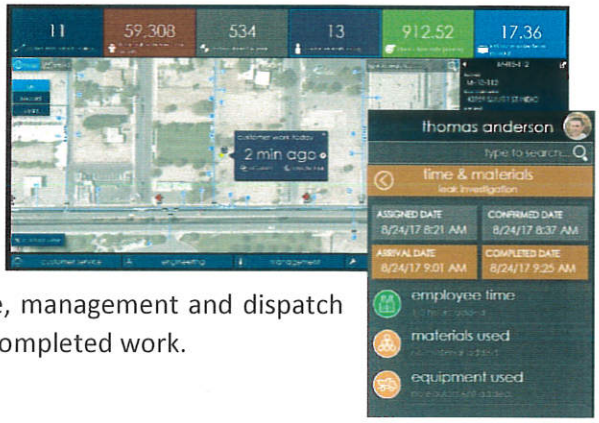
- **Water Quality Sample Sites:** Sedaru Fieldforce gives water quality crews an easy-to-use app to view and collect quality sample data. Sedaru can map sample sites and assign work on a recurring basis to meet the City's specification. Sample data collected in Sedaru can be easily exported and reported on to assist in an regulatory compliance reporting that the City may be required to submit.

- **Ground Verifying the City's GIS:** Field staff will be performing routine system maintenance and field data collection and will be physically standing in front of assets which may exist in a wrong location or may not have been documented in the GIS because of lack of information in the source data. ***As such, Sedaru provides the ability to add to, or correct the GIS from the field, empowering field crews to mark-up their field-based version of the GIS for subsequent updating and refining of the GIS map.*** See right graphic as Sedaru's easy-to-use "add or relocate asset" feature within the field mobile device.



- **Real-time Trending, Dashboards and Communication:** While Sedaru receives data in real-time, it also builds compelling dashboards for office and field workers to use to support event notifications, understand productivity, and communicate around a specific response. Please refer to the graphic on the far right as an example of Sedaru trending.

- **Sedaru Work Order Management/CMMS:** Sedaru OMNI and Fieldforce work together as a full-featured CMMS that will meet the City's needs. In Sedaru, the City will be able to view all assets in the GIS, search, filter, and assign one-off, ad hoc, or recurring work related to those assets. Work is immediately visable in Sedaru Fieldforce for assigned crews to complete and collect necessary data, inclusive of labor, equipment, and materials. In the office, management and dispatch can see updates from the field in real-time and report on completed work.



Implementing Workflow, Work Order, and Field Data Collection Forms

The Sedaru implementation team will collaborate with the City to define, design, configure, and implement O&M workflows. Each of the workflows will be tailored based on the requirements gathered from the discovery workshop meetings and optimized to collect information accurately and easily in the field. As each workflow is completed it will be made available for City staff to review and comment. For each identified workflow the Sedaru implementation team will make up to two revisions based on City feedback. The remaining identified workflows may be self-configured using Sedaru Studio, if the City currently. Sedaru Studio lets users create and configure their own Sedaru forms using an intuitive drag and drop interface without the need to do any programmatic configuration. This approach typically is the most cost effective for utilities of similar size to City.

Onsite Training

During each step of the implementation, the Sedaru team will be providing hands on demonstration and informal training sessions for pieces of the Sedaru software platform. As the City is ready to go live with Sedaru, onsite training will be scheduled. Training sessions will be hands on sessions, designed to cover each aspect of Sedaru in detail. The sessions will be customized for each group within each department. A mutually agreed upon customer agenda will be developed in the weeks leading up to the training.

Training includes Sedaru participating in field visits (ie., getting in the truck) with the field crews to validate that the work order and field data collection forms designed are effective for field workflows.

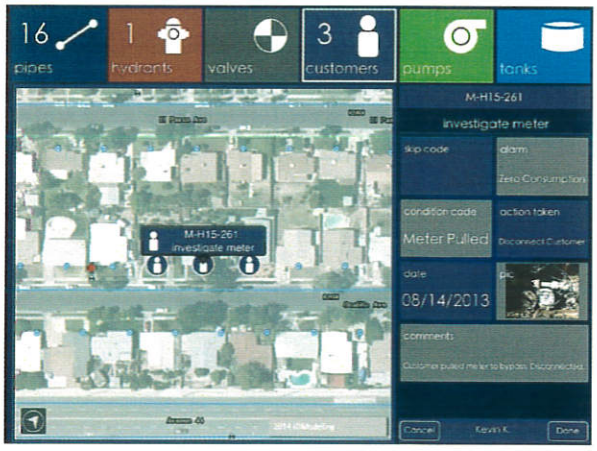
Task 4: Ongoing GIS & Software System Updates

1. **Quarterly updates of GIS system:** Sedaru supports GIS maintenance for customers across the United States, including Southern California. Typical ongoing GIS maintenance support costs have been included in Sedaru's supporting Fee Proposal.

2. **Software Maintenance and Feature Updates:** All software maintenance and feature updates are included with a current Sedaru software maintenance subscription.

Task 5: Optional Tasks

1. **Accounting Software Integration:** Sedaru is built to integrate to other critical utility business systems, including Customer Information System (CIS) integrations such as Springbrook. Sedaru utilizes a custom-built integration framework called Sedaru Connect to connect via support application programing interfaces (APIs) to take data from these systems and turn them into Sedaru supported work orders and service orders.



   A bi-directional integration would be proposed, enabling customer service to dispatch work directly to field crews utilizing Sedaru Fieldforce. Work completed in Sedaru Fieldforce would be received back into the City's CIS in real-time, benefitting from Esri-GIS throughout the workflow.

2. **SCADA (Ignition) Integration:** Sedaru has been connected to SCADA systems at utilities across the United States, including the Ignition SCADA system. The Sedaru Connect integration framework allows connection to a SCADA historian. The backend mechanism for these connections is often an API, but for SCADA connections, a one-way secure connection to the SCADA historian is used to facilitate.

The SCADA integration portion of the project will generally involve the following steps:

- Identify SCADA tags that need to be presented in Sedaru and confirm tag names
- Build a mapping table that associates each SCADA tag to a GIS feature
- Configure Sedaru Connect for SCADA to communicate with the SCADA historian.
- Configure Sedaru performance tiles to present all requested SCADA information.

Scope to be refined further with more information re: system, API or table-based integration, and specific requirements.

3. **Additional Features or Applications for the City's Consideration:** Sedaru offers additional software applications which work with and leverage the operational asset management data collected by the work order management and field data collection software (Sedaru OMNI and Fieldforce respectively), including the below:

Sedaru Software	
Sedaru Modeling	Plan and predict water system pressures, flows, velocities, fire flows, and more
Sedaru Outage	Turnkey leak and break management for leak reporting and water loss, in one app & map
Sedaru CIP	Apply likelihood and consequence of failure to predict, sequence, prioritize, and budget optimal pipeline replacement projects using integrated data from across the enterprise
Sedaru Ops, including Loss	Real-time water system simulations to predict system operations to isolate system inefficiency including water loss, water quality, and energy spend
Sedaru Connect	Integrate with 3rd party systems including and not limited to Wachs Valve Machine, USA Ticket/811 Systems, Customer Information Systems/Enterprise Resource Planning systems (CIS/ERP systems), Legacy Work Management Systems, SCADA systems, Sensor-networks (Mueller, Syrinix , etc.),

General & Professional Liability Insurance

Sedaru meets the City's general, professional liability and other related insurance requirements. Should Sedaru be selected, Sedaru can provide the City a certificate of insurance.

Subcontractors

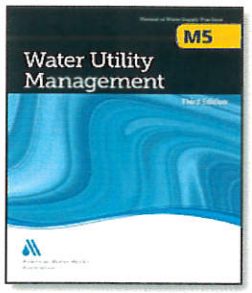
Sedaru does not require use of subcontractors to meet the requirements of this project, including software and any related implementation services.

Sedaru Company Background

Background & Expertise

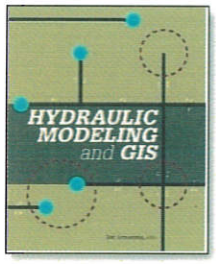
Sedaru has been serving water utilities since 2004—beginning business as an engineering consultancy focused on helping utilities tackle their hydraulic model and enterprise data issues. From this work and experience, the Sedaru software was created in 2012. Sedaru represents the industry's first combined real-time network monitoring, asset and operational management system. ***Sedaru removes utility data silos by delivering a single interface to create and manage GIS-centric work orders while enabling integrated SCADA, advanced metering infrastructure (AMI/AMR), customer information, laboratory information, and hydraulic modeling systems.*** With a modern innovate user interface, utility staff access the software from a web browser or tablet and phone "apps", creating the industry's easiest-to-use software experience.

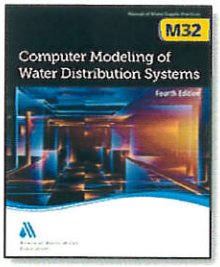
Recognized Utility Information Management Leaders: Sedaru authored the chapter on Best Practices for Information System Integrations in the AWWA's M5 Utility Management Manual in 2018. ***The AWWA M5 recognizes Sedaru as a leader in developing and applying enterprise system information best practices***. This perspective will ensure the City will benefit from the latest industry standard best practices. Sedaru staff can advise on, build, and deploy integrations using these best practices that will give the City an unprecedented view and management of the performance of their assets and business.

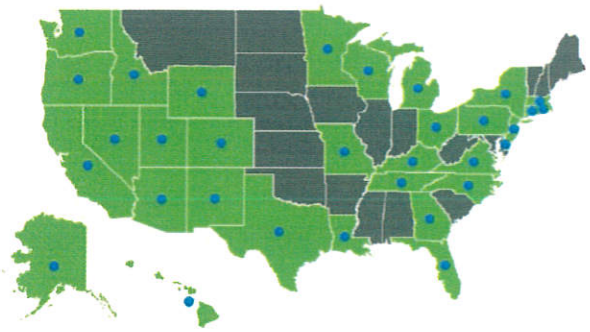


Utility Contributions to Industry Standards: Sedaru contributes extensively to the water industry. We have led industry trends and established recommended procedures through industry contributions such as:

- Co-lead authors for ESRI's GIS-Hydraulic Model Reference Guide (2010)
- Lead authors for AWWA M32 (2017) 4th Edition: Sections on Distribution System Modeling, and Advanced Modeling Applications







Strong and Growing Customer Base: Sedaru has been working with water utilities across the US to deliver the necessary data and tools they need to make more informed decisions since 2004, headquartered in Southern California, and regional locations across the United States. Sedaru has delivered solutions across the United States, with customers, revenue, and staffing supporting steady, consistent growth.

Legal Company Information

Name: Sedaru, Inc.
Address: 168 E Arrow Hwy, San Dimas, CA 91773
Phone: 626-244-0700
Structure: Corporation

Appendix A: Key Staff Resumes

Paul Hauffen

Client Service Manager & QA-QC

Experience: 25 Years

2004-Present
Sedaru

2003-2004
Kennedy/Jenks

1999-2002
MWH Soft (Innovyze)

Key Skills:

- ✓ Utility Management Systems
- ✓ Operations Management
- ✓ Network Intelligence
- ✓ Decision Support Systems
- ✓ Network Modeling
- ✓ Enterprise Integrations
- ✓ Capital Improvement
- ✓ Water Loss
- ✓ Resource Management

Education & Certificates:

Bachelor of Science Civil Engineering
Loyola Marymount University

Highlighted Project Experience:

CITY OF VICTORVILLE – CA
Digital Transformation & CMMS Implementation
Client Service Manager & Technical Advisor

Sedaru built the City's new water GIS, deployed Sedaru CMMS, integrated Sedaru with the City's ArcGIS Server, and completed a real-time, bi-directional integration with the City's CIS (Tyler Munis). The City now uses Sedaru with their new GIS and hydraulic model to monitor and complete work specific to water production, distribution, and work management for their water & sewer system.

LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP) – CA
Hydraulic Modeling Project for 29 Zone Models
Technical Advisor

As sub-consultant to Arcadis, Sedaru is supporting LADWP with the water model construction, steady-state and extended period simulation calibrations, documentation and training for 29 zone models which represent 29 distinct pressure zones. The project involves data collection, model development from LADWP GIS and best available data, and calibration using pressure survey, SCADA data, and staff institutional knowledge and experience. This is a multi-year project, with 5-8 models being built per year.

LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP) – CA
Sedaru Outage (2014-Ongoing)
Client Service Manager and Technical Advisor

Deployed Sedaru Outage to support LADWP leak/break response & planning. Sedaru Outage immediately identifies valves to close, customers affected, calculates water loss, and automates water loss reporting, and allows field crews and customer service to respond within the same event, concurrently, in real-time. Also used the Sedaru Outage algorithm to develop a response plan for any outage area identified for a leak or break.

Additional Project Experience:

EAST BAY MUNICIPAL UTILITIES DISTRICT (EBMUD) – CA

Sedaru Outage and Work Order Management Integration w/Field Data Collection
Client Service Manager and Technical Advisor

EBMUD requires improved response to leaks and breaks, utilizing existing tools with new technology. Sedaru Smart Outage, Command Center and Field Mobility was selected to deploy as a complete event response system (leaks, breaks, valve exercising, etc.), leveraging existing EBMUD tools, data and institutional knowledge. EBMUD's deployment also includes Wachs valve turning machine and work order management functionality.

CITY OF POMONA – CA

Dynamic Asset Management & Field Data Collection
Client Service Manager

Sedaru is deployed at the City of Pomona, supporting dynamic asset management and field data collection. The City is using Sedaru to manage hydrants, valves, meters, water production, and water treatment assets. In addition, sewer main maintenance and manhole inspections are managed in Sedaru. Sedaru is also working with the City to develop and update the City's Utility Strategic Plan in Sedaru CIP. This plan acts as a dynamic master plan, helping to prioritize asset maintenance and replacement.

CITY OF BENICIA – CA

Utility Management system for water and public works
Technical Advisor

City of Benicia delivers water service to over 28,000 residents. Sedaru was implemented to consolidate information into a single mobile computerized maintenance management system (CMMS). Sedaru integrates and displays data from the City's water distribution, sewer collection and streets divisions. Field team use Sedaru for enhanced data access and mobile work management. Sedaru provides the City a platform for asset and network management, delivering real-time, mobile work management and network intelligence for water pipes, water quality, hydrants, valves, customer meters, pumps and tanks; sewer gravity mains, force mains, manholes, lift stations and wet wells; and streets, signs, streetlights, trees and sidewalks, as well as hydrologic modeling and predictive maintenance for disaster management.

Ramon Gallegos

Implementation Project Manager

Experience: 16 Years

2016-Present
Sedaru

2004-2016
EEC Environmental

Key Skills:

- ✓ GIS (Esri)
- ✓ Data Analysis
- ✓ Enterprise Integration
- ✓ Database Systems
- ✓ Project Management
- ✓ Process Automation
- ✓ Field Workflows

Education & Certificates:

Master of Arts- Geography
California State University, Fullerton

Bachelor of Arts- Geography
California State University, Fullerton

Highlighted Project Experience:

RUBIO CANON LAND AND WATER ASSOCIATION (RCLWA) – CA

Enterprise Work Management
Implementation Manager

RCLWA has implemented Sedaru to support workflows including valve exercising, system flushing, water production data collection and reporting, and fire flow testing. Valve exercising will include integration to Pacific-Tek valve turning machine.

AZUSA LIGHT & WATER (ALW) – CA

Sedaru CMMS & Field Data Collection
Project Manager

ALW has deployed Sedaru to support water distribution and production inspections and maintenance. Sedaru is used by field crews and operations to manage valve exercising, hydrant maintenance, fire flow tests, facility meter reads, water production facility inspections, backflow repair, water sampling and more. Field crews are also using Sedaru to operate and automatically collect data from their Wachs Valve Machine. ALW is also using Sedaru Modeling to analyze their hydraulic model. They are implementing Sedaru CIP to enable dynamic master planning and asset management.

CITY OF POMONA – CA

Dynamic Asset Management & Field Data Collection
Implementation & Support Manager

Sedaru is deployed at the City of Pomona, supporting dynamic asset management and field data collection. The City is using Sedaru to manage hydrants, valves, meters, water production, and water treatment assets. In addition, sewer main maintenance and manhole inspections are managed in Sedaru. Sedaru is also working with the City to develop and update the City's Utility Strategic Plan in Sedaru CIP. This plan acts as a dynamic master plan, helping to prioritize asset maintenance and replacement.

Additional Project Experience:

COUNTY OF VENTURA PUBLIC WORKS – CA

GIS Build & Sedaru CMMS
Project Manager

Ventura is using Sedaru to manage workflows and build GIS. Sedaru is building and augmenting its water, sewer, and recycled water GIS layers. Sedaru will also manage the county's water distribution and sewer maintenance activities, enabling office staff and field workers to streamline work management and field data collection. Sedaru will integrate with Digalert to optimize the County's management of call before your dig tickets. In the field, the Sedaru integration to the County's Wachs Valve Machine will automate data collection from their valve exercising program.

EAST ORANGE COUNTY WATER DISTRICT (EOCWD) – CA

GIS Build & Sedaru CMMS
GIS and Sedaru Implementation Manager

Sedaru built the District's water GIS, build and calibrated their hydraulic model, and deployed Sedaru CMMS with field mobility for its water and wastewater system. Sedaru built the District's GIS utilizing Esri's local government information model (LGIM) to ensure topology, then trained and deployed a successful enterprise field mobile solution across all water & wastewater system assets.

CITY OF SANTA ANA – CA

Water Production and Advanced Reporting
Project Manager

City is collecting water production field data with Sedaru. Sedaru OMNI uses the production data to automate and manage water production reports. Sedaru worked directly with City staff to identify KPIs and optimize data capture and reporting workflows.

CITY OF COACHELLA – CA

GIS Build & Sedaru Outage
Project Manager

City is using Sedaru to manage day to day operations for water distribution and wastewater. Sedaru staff built the City's GIS from existing AutoCAD drawings, as-builts, and field redlines. Sedaru staff worked with the City to identify and optimize key workflows and KPIs. Sedaru also configured Sedaru Outage to help plan and manage water related outage. Sedaru Outage plays a key role in how the City communicates planned outage information with public.

Kevin Koshko

Sedaru Product Advisor

Experience: 20 Years

2012-Present
Sedaru

2000-2012
iWater

1999-2000
E.H. Wachs

Key Skills:

- ✓ Geographic Information Systems
- ✓ Utility Asset Management
- ✓ Utility Maintenance
- ✓ Risk-Based Capital Planning
- ✓ Field Mobility
- ✓ Enterprise Integrations
- ✓ SCADA

Education & Certificates:

Bachelor of Science – Information Technology
University of Phoenix

Highlighted Project Experience:

LOS ANGELES DEPARTMENT OF WATER AND POWER – CA

CMMS and Sedaru Outage
Product Manager

Deployed Sedaru Outage to support LADWP leak/break response & planning. Sedaru Outage immediately identifies valves to close, customers affected, calculates water loss, and automates water loss reporting, and allows field crews and customer service to respond within the same event, concurrently, in real-time. Also used the Sedaru Outage algorithm to develop a response plan for any outage area identified for a leak or break

EAST BAY MUNICIPAL UTILITIES DISTRICT (EBMUD) – CA

Sedaru Outage and Work Order Management Integration
Product Manager

EBMUD serves 370,000 water service connections, and requires improved response to leaks and breaks, utilizing existing tools with new technology. Sedaru Outage, OMNI, and Fieldforce were selected to deploy as a complete event response system, leveraging existing EBMUD tools, data and institutional knowledge. EBMUD has recently expanded their deployment to include Wachs valve turning machine, and work order management functionality.

CITY OF MORGAN HILL – CA

Asset & Network Management for Water and Sewer
Products Advisor

Sedaru enterprise platform was implemented to deliver real-time mobile work management and network intelligence. The City manages workflows related to their pipes, hydrants, valves, meters, pumps, tanks, sewer mains, manholes, lift stations and wet wells.

Additional Project Experience:

CITY OF VICTORVILLE – CA

Enterprise Work Management and GIS Deployment
Implementation Manager

Sedaru built the City's new water GIS, deployed Sedaru CMMS, integrated Sedaru with the City's ArcGIS Server, and completed a real-time, bi-directional integration with the City's CIS (Tyler Munis). The City now uses Sedaru with their new GIS and hydraulic model to monitor and complete work specific to water production, distribution, and work management for their water & sewer system.

SOUTH CENTRAL REGIONAL WATER AUTHORITY – CT

Real-Time Modeling and Hydrant Maintenance
Product Manager

Kevin is supporting the Sedaru team with the deployment of the Sedaru Ops solution to assist South Central CT Regional Water Authority (RWA) with energy optimization, water operator training, and water quality management. Sedaru Ops consumes live SCADA & telemetry data, and integrates real-time data with the hydraulic model, into an easy-to-use interface that can be accessed on any device, via a cloud-based system. RWA produces 45 MGD and distributes to 16 service areas through a complex network with widely varied topography, serving 430,000 residents directly. Sedaru Ops software allows operators, engineering, and management to access, monitor and trend real-time data view system schematics (similar to a SCADA HMI interface), but to then use their hydraulic model to make future predictions about system behavior and subsequently adjust system operations. Scope includes real-time modeling workflow discovery and creation, SCADA integration, hydraulic model connection for real time SCADA boundary conditions, end user training.

Jamie Persino, GISP

Technical Advisor

Experience: 20 Years

2014-Present
Sedaru

2007-2014
Erie Water Works

2004-2007
MS Consultants

1999-2004
Trumbull County Planning Commission

Key Skills:

- ✓ Geographic Information Systems
- ✓ Utility Asset Management
- ✓ Utility Maintenance
- ✓ Risk-Based Capital Planning
- ✓ Field Mobility
- ✓ Enterprise Integrations
- ✓ SCADA

Education & Certificates:

Bachelor of Arts- Geography
Youngstown State University

GIS Professional

Highlighted Project Experience:

ERIE WATER WORKS (EWW) – PA
CMMS and Enterprise Asset Management
Implementation Project Manager

Erie Water Works (EWW) is currently implementing the Sedaru software as the utility's enterprise asset management system and comprehensive field mobile solution. Sedaru replaces a legacy work management system. The rollout includes Sedaru OMNI, Fieldforce, Outage, and CIP and will also include an integration to a new CIS system in Phase 2. Sedaru was selected following a comprehensive and detailed RFP selection process. EWW is expected to go live with Sedaru in October 2018, following a 6-month implementation.

CITY OF VICTORVILLE – CA
Enterprise Work Management and GIS Deployment
Implementation Manager

Sedaru built the City's new water GIS, deployed Sedaru CMMS, integrated Sedaru with the City's ArcGIS Server, and completed a real-time, bi-directional integration with the City's CIS (Tyler Munis). The City now uses Sedaru with their new GIS and hydraulic model to monitor and complete work specific to water production, distribution, and work management for their water & sewer system.

SOUTHGATE WATER & SANITATION DISTRICTS – CO
Enterprise Work Management
Client Service Manager

Sedaru worked with the District to deploy the easy-to-use front-end Sedaru app in the field, connected to their Cityworks backend CMMS. This integration not only provides real-time bi-directional updates from the field to the CMMS, but also gives management a unique perspective to analyze work performed by asset type and review assets in need of inspection or replacement.

Additional Project Experience:

SOUTH CENTRAL CONNECTICUT REGIONAL WATER AUTHORITY – CT

Real-Time Modeling and Hydrant Maintenance
Client Service Manager & Technical Advisor

RWA uses Sedaru to power their Water Distribution System Optimization initiative. RWA uses Sedaru to analyze SCADA data with real-time hydraulic modeling to understand past, present and predict future water operations to help inform RWAs operational. Sedaru also provides RWA greater operational intelligence through the efficient assignment, dispatch, and data collection of hydrant maintenance work orders. In the field, crews are using Sedaru to complete work orders and collect data about their hydrant maintenance activities.

CITY OF EVERETT – MA

Enterprise Asset Management and Data Collection
Implementation Manager

Jamie implemented Sedaru to function as the enterprise asset management system for the City of Everett, MA. Beginning with a rudimentary GIS, the City used data collected from Sedaru to build a much stronger GIS. Sedaru is used to track maintenance activities including main repairs, valve exercising, hydrant maintenance, and responding to customer complaints.

GREATER CINCINNATI WATERWORKS – OH

Water Quality Management
Implementation Manager

GCWW uses Sedaru to manage all water quality field activities. Water quality sample routes and points are loaded into the GIS. Each day GCWW LIM system generates sample sites and loads those into Sedaru. GCWW staff use a mix of devices to complete all sample activities in the field.

Tasks 1-3 Fees

The following tables summarize Sedaru's software, consulting and implementation services. The below also includes payments terms for software and related services.

Software Maintenance	Annual Fee
Sedaru OMNI & Sedaru Fieldforce - Water Distribution and Production for 15 Users	$27,000
Software Subtotal*	**$27,000**

Implementation Estimates	One Time Fee
Meetings, Data Collection, Review	$7,000
GIS Layer Management	$5,000
Workflow Development Water Distribution: 8 different work orders/field data collection forms for water distribution (pipes, valves, meters, etc.):	$12,000
Workflow Development Water Production: 5 different work orders/field data collection forms for water production (pumps, tanks, wells, etc.):	$15,000
Onsite Training – 2, 1-day Training Sessions: Initial, then incorporating comments to deliver Final, Includes all preparation and travel time	$10,000
Implementation Subtotal	**$49,000**

Year 1 Total	**$76,000**
Annual Fee, Subsequent Years*	**$27,000**

*Software license discounting is available with a minimum 3-year agreement and up-front payment.

[Fee proposal is continued on the following page]

November 5, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: BRIAN A. DICKINSON, GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPRTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A GEOGRAPHIC INFORMATION SYSTEMS BASED ASSET AND OPERATIONAL MANAGEMENT SOFTWARE SERVICES AGREEMENT, INCLUDING 3-YEARS MAINTENANCE AND SUPPORT SERVICES, WITH SEDARU, INC. ($130,000).

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a Geographic Information Systems ("GIS") based Asset and Operational Management software services agreement with Sedaru, Inc., including three (3) years maintenance and support services; with an option to extend the maintenance and support agreement for two (2) – one (1) year terms; and authorize the establishment of a purchase order in the amount of Seventy Six Thousand Dollars ($76,000.00) for software implementation costs ($49,000.00) and maintenance services ($27,000.00) rendered during the first (1st) year of the agreement.

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, 1,156 fire hydrants, 3,711 valves, 8 water wells, 2 water storage tank locations with 5 storage tanks total and 1 booster pump station.

STATEMENT OF THE ISSUE

The Department has identified a need to engage the services of a professional consulting firm for provision of Geographic Information Systems ("GIS") based Asset and Operational Management software services for creating work orders, tracking maintenance, performing operational analysis and data tracking, in addition to software maintenance and support.

A Request for Qualifications was advertised on July 17, 2019 and proposals were solicited from firms experienced in this type of engagement. On August 8, 2019, proposals were received from three (3) 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:

- Sedaru, Inc. 26.25
- Smart Energy Water 21.75
- Vertech 15.85

Sedaru, Inc. builds and maintains GIS-based systems for water, wastewater and public works utilities nationally, specifically building and deploying Ersi-based Geographic Information Systems, applying GIS for maintenance management and field mobility, and delivering decision support systems, including hydraulic modeling.

FINANCIAL IMPACT

The cost to implement the GIS-based Asset and Operational Management software is a one-time fee of Forty Nine Thousand Dollars ($49,000.00). The cost for each year of the proposed three (3) year maintenance and support services is Twenty Seven Thousand Dollars ($27,000.00) per contract year. Funding in the amount of $76,000.00 for software implementation and maintenance services rendered during the first (1st) year of the contract are available in Account No. 5000-900-000-4266 (Computer Software). Funding in the amount of $27,000.00 for each remaining years of the maintenance and support services will be appropriated in future City budgets.

RECOMMENDATION

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

BRIAN A. DICKINSON, GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT

APPROVED FOR FORWARDING

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A GEOGRAPHIC INFORMATION SYSTEMS BASED ASSET AND OPERATIONAL MANAGEMENT SOFTWARE SERVICES AGREEMENT, INCLUDING 3-YEARS MAINTENANCE AND SUPPORT SERVICES, WITH SEDARU, INC. ($130,000).

WHEREAS, 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, 1,156 fire hydrants, 3,711 valves, 8 water wells, 2 water storage tank locations with 5 storage tanks total and 1 booster pump station; and

WHEREAS, the Department has identified a need to engage the services of a professional consulting firm for provision of Geographic Information Systems ("GIS") based Asset and Operational Management software services for creating work orders, tracking maintenance, performing operational analysis and data tracking, in addition to software maintenance and support; and

WHEREAS, the Department released a Request for Qualifications, soliciting professional consultants experienced in the particular type of services needed; and

WHEREAS, after review of the proposals received it was determined that the proposal presented by Sedaru, Inc. demonstrated requisite competence, experience, training and professional qualifications necessary for the satisfactory performance of the services required at a reasonable cost; and

WHEREAS, the cost to implement the GIS-based Asset and Operational Management software services is a one-time fee of Forty Nine Thousand Dollars ($49,000.00), with the cost for each year of the three (3) years maintenance and support services Twenty Seven Thousand Dollars ($27,000.00) per contract year; and

WHEREAS, funding in the amount of $76,000.00 for software implementation and maintenance services rendered during the first (1st) year of the contract are available in Account No. 5000-900-000-4266 (Computer Software). Funding in the amount of $27,000.00 for each remaining years of the maintenance and support services will be appropriated in future City budgets.

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

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into an agreement for the implementation of a Geographic Information Systems based Asset and Operational software system, including three (3) years maintenance and support services; with the option to extend the agreement for two (2) – one (1) year terms; with Sedaru, Inc.

Section 2. That funding in the amount of Seventy Six Thousand Dollars ($76,000.00) for software implementation ($49,000.00) and maintenance services ($27,000.00) rendered during the first (1st) year of the contract are available in Account No. 5000-900-000-4266 (Computer Software).

Section 3. That funding in the amount of Twenty Seven Thousand Dollars ($27,000.00) for each remaining years of the maintenance and support services will be appropriated in future City budgets.

Section 4. That a purchase order in the amount of Seventy Six Thousand Dollars ($76,000.00) is authorized to be established for Sedaru, Inc.

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

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

ADOPTED this ___ day of _____, 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

SOFTWARE AND MAINTENANCE SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
SEDARU, INC.

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON,** a municipal corporation of the State of California (hereinafter referred to as "**CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220 and **SEDARU, INC.** (hereinafter referred to as **"CONSULTANT"**) located at 168 East Arrow Highway, Suite 101, San Dimas, California 91773, (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, City has a need to engage the services of a professional consulting firm for provision of Geographic Information Systems ("GIS") based Asset and Operational Management software services for creating work orders, tracking maintenance, performing operational analysis and data tracking, in addition to software maintenance and support; and

WHEREAS, Consultant (Sedaru, Inc.) warrants that it is specifically trained, experienced, competent and has the resources to provide such necessary services which will be required by this Agreement; and

WHEREAS, City desires to engage Consultant to provide these services by reason of its qualifications and experience in performing such services; and

WHEREAS, By Resolution No. _____, adopted on the ___ day of _____, 2019, the City Council gave approval to award a contract to the Consultant for performing the needed services; and

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

NOW, THEREFORE, the Parties, 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 Geographic Information Systems ("GIS") based Asset and Operational software services, including, but not limited to construction of a web-based GIS system based Ersi's Local Government Information Model ("LGIM"); install and integrate software for asset, operational and work management; in addition to provision of maintenance and updating of data contract services. More specifically, Consultant shall provide the following services and tasks:

Tasks 1 -3: Evaluation, Recommendations and Implementation

- **Project Discovery Workshops and System Design**
- **Asset Registry and Esri Environment Support and Configuation**
- **Software Recommendations**
- **Implementing Workflow, Work Order and Field Data Collection Forms**
- **Onsite Training**

Task 4: Ongoing GIS and Software System Updates

As more fully described in the City's **"Request for Qualifications for GIS Based Operational and Asset Management Software and Support,"** released July 17, 2019 and the Consultant's **"Proposal for GIS Based Operational and Asset Management Software and Support,"** submitted August 8, 2019, both of which are incorporated herein by this reference.

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

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

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and sub-contractors, if any, and will keep the services under its control. On request of City, if any employee or sub-contractor 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, Consultant will discharge said employee or sub-contractor from performing services pursuant to provisions of this Agreement.

___name_____, ___title_____ of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

Brian A. Dickinson, General Manager, or his authorized designee, of City's Municipal Water Department, is hereby designated as the City's Representative for this Project/Agreement.

2. **Duration of Contract.** The Consultant shall commence services requested by the City on issuance of Notification to Proceed from the City to Consultant and continue to perform, in a diligent and professional manner, the software implementation services until completed in a satisfactory manner and provision of maintenance and support services for a period of up to thirty-six (36) months after the initial commencement date of services, unless this Agreement is extended or terminated as provided herein.

Consultant will generally adhere to any schedule set forth by the City 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 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 the agreed compensation as set forth within Consultant's **"Proposal – Fees,"** which is incorporated herein. More specifically, at the agreed compensation rate of Forty Nine Thousand Dollars ($49,000.00) for implementation of the software services and Twenty Seven Thousand Dollars ($27,000.00) for each year of the three (3) year maintenance and support services rendered. 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.

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.

Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **General Manager** of the **Compton Municipal Water Department,** at the following address: City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.

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

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

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

5. Independent Contractor Status. Consultant, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), is a wholly independent Consultant and not an officer, employee, subcontractor or agent of the City of Compton, and is not authorized to act on behalf of the City. 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 Contract. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract that Consultant shall not at any time or in any manner, represent that Consultant is in any

manner officers, employees, agents or volunteers, joint venture or partner 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. Consultant will not be eligible for any employee benefits, nor will City make deductions from any amounts payable to Consultant of taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Consultant. Consultant retains the right to provide services for others during the term of this Contract.

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 Consultant of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

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

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

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

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

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

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

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

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

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

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

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

16. 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 sub-consultant.

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. Certifications. 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:

.a Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency; and

.b Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years; and

.c Does not have a proposed debarment pending; and

.d 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

.e 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

.f 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 Contract on the signature portion thereof shall also constitute signature of the above Certifications.

_____ _____
Name, title **Date**

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

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

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

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

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

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

27. **Entire Agreement.** This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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

To Consultant:	**Sedaru, Inc.** **168 East Arrow Highway, Suite 101** **San Dimas, California 91773** **Attn: name, title** **(626) 244-0700** **(951) – fax.**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: General Manager, Compton Municipal Water Department** **(310) 605-5555** **(310) 761-1429 – fax.**

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.

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

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

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

SEDARU, INC./CONSULTANT

Dated: _____ **By _____**
Name, title

CITY OF COMPTON

Recommended for Approval:

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

Approved by:

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

Approved as to form:

By _____ **Dated: _____**
Damon M. Brown, City Attorney

ATTEST:

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

November 5, 2019

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH H_2O SOLUTIONS, LLC FOR THE UNDERWATER CLEANING, INSPECTING AND MAINTENANCE OF THE CITY'S WATER STORAGE TANKS ($14,347.52)**

SUMMARY

This resolution authorizes the City Manager to enter into an agreement with H_2O Solutions, LLC for the underwater cleaning, inspecting and maintenance of the City of Compton's water storage tanks for an amount not to exceed Fourteen Thousand, Three Hundred Forty-Seven Dollars and Fifty Two Cents ($14,347.52).

BACKGROUND

The Compton Water Department ("Department") utilizes four 3.0 million gallon steel water storage tanks for the storage and supply of water to the Distribution system to meet the daily demands and fire flow requirements. The interior coating was replaced in 2011. It is best practice to dive, inspect and clean water storage tanks every three (3) years to ensure water quality and evaluate the integrity of the interior coating.

STATEMENT OF THE ISSUE

The Department solicited for bids and emailed seven (7) contractors for the diving, inspection and cleaning of the City's water tanks. Bids were opened on August 8, 2019, with three (3) bids being submitted. Quotes were received as follows:

VENDORS	AMOUNT
H_2O Solutions, LLC	**$14,347.52**
Inland Potable Services	$15,600.00
Marine Industrial Tank Diving and Coating	$16,450.00

Staff reviewed all bids submitted and determined that the bid of H_2O Solutions, LLC was the lowest most responsible bidder.

ALTERNATIVE

None suggested.

FINANCIAL IMPACT

The total amount that is being requested to be encumbered for this project is $14,347.52 (Fourteen Thousand, Three Hundred & Forty-Seven Dollars and Fifty-Two Cents).

Funds for this expenditure are available in Account No. 5000-900-000-4266 (Contract Services) in the amount of $14,347.52.

RECOMMENDATION

It is staff recommendation that the City Council approve this resolution authorizing the City Manager to enter into an agreement with H_2O Solutions, LLC for the underwater cleaning, inspecting and maintenance of the City's water storage tanks for an amount not to exceed Fourteen Thousand, Three Hundred Forty-Seven Dollars and Fifty Two Cents ($14,347.52).

BRIAN DICKINSON, GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT

APPROVED FOR FORWARDING

CRAIG J. CORNWELL
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 H2O SOLUTIONS, LLC FOR THE UNDERWATER CLEANING, INSPECTING AND MAINTENANCE OF THE CITY'S WATER STORAGE TANKS ($14,347.52)

WHEREAS, the Compton Water Department ("Department") utilizes four 3.0 million gallon steel water storage tanks for the storage and supply of water to the Distribution system to meet the daily demands and fire flow requirements; and

WHEREAS, it is best practice to dive, inspect and clean water storage tanks every three (3) years to ensure water quality and evaluate the integrity of the interior coating; and

WHEREAS, the Department solicited for bids and emailed seven (7) contractors for the underwater cleaning, inspecting and maintenance of the City's water tanks. Bids were opened on August 8, 2019, with three (3) bids being submitted. Quotes were received as follows:

VENDORS	**AMOUNT**
H_2O Solutions, LLC	**$14,347.52**
Inland Potable Services	$15,600.00
Marine Industrial Tank Diving and Coating	$16,450.00

WHEREAS, staff reviewed the bids submitted and determined that the bid of H_2O Solutions LLC is the lowest responsible bidder; and

WHEREAS, funds are available in the Water Department's 2019-2020 Fiscal Year budget in Account No. 5000-900-000-4262.

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

Section 1. That the bid of H_2O Solutions, LLC in the amount of Fourteen Thousand, Three Hundred Forty-Seven Dollars and Fifty-Two Cents ($14,347.52) is hereby accepted and all remaining bids are rejected.

Section 2. That the City Manager, on the advice and approval of the City Attorney, is hereby authorized to enter into an agreement with H_2O Solutions, LLC for the underwater cleaning, inspecting and maintenance of the City's water tanks in an amount not to exceed Fourteen Thousand, Three Hundred Forty-Seven Dollars and Fifty-Two Cents ($14,347.52).

Section 3. That funds for these services are available in the Water Department's Fiscal Year 2019 - 2020 budget in Account No. 5000-900-000-4266.

Section 4. That the City Manager is hereby authorized to issue a purchase order in the amount of Fourteen Thousand, Three Hundred Forty-Seven Dollars and Fifty-Two Cents to H_2O Solutions, LLC.

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

_____.
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

SUBJECT: NOTICE INVITING BIDS (NIB) FOR TANK DIVING, INSPECTION & CLEANING PROJECT

Dear Responding Contractor:

The City of Compton is requesting bids from qualified companies to dive, inspect and clean 4 – 3.0 million gallon steel reservoirs.

To be considered responsive to the NIB requirements, Companies must submit a bid indicating their knowledge and experience related to the services being sought. If you have any questions, please contact Mr. Brian A. Dickinson, General Manager by phone at 310-605-5555 or by email at bdickinson@comptoncity.org

In order for your bid to be considered, submit four (4) copies marked "Tank Diving, Inspection & Cleaning Project" to:

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

Submission Deadline: August 8, 2019 at 10:00 a.m.

Sincerely,

Brian A. Dickinson
General Manager – Water Department

PART I - BIDDING AND CONTRACTUAL DOCUMENTS

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

NOTICE INVITING BIDS

TANK DIVING, INSPECION AND CLEANING PROJECT

A-1 NOTICE

Notice is hereby given that sealed bids will be received by the City of Compton, hereinafter referred to as City, Owner, for furnishing all labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore, as provided in the Contract Documents, for the diving, inspection and cleaning of 4 – 3.0 million gallon steel reservoirs, in strict accordance with the specifications provided by the City Water Department of the City of Compton at: 205 S. Willowbrook Avenue Compton, CA 90220; phone number 310-605-5555.

A-2 DATE OF OPENING OF BIDS

The City will receive sealed bids for the **Tank Diving, Inspection & Cleaning Project** at the City Clerk Department no later than Thursday August 8, 2019 at 10:00 a.m. (PT), at which time or thereafter said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 90 calendar days after the bid opening date.

Bids must be submitted on the City's printed Bid Forms. No submittal by email or other electronic devices will be allowed.

A-3 LOCATION OF THE WORK AND PRE-BID CONFERENCE

The work to be contracted hereunder is located in the **City of Compton, California**.

A MANDATORY Pre-Bid Conference will be held on site at 322 S. Alameda Street East, Compton, CA 90220, on the following date(s) and time(s): Wednesday July 24, 2019 at 10:00 a.m. Each Bidder MUST attend the Pre-Bid Conference. Prospective bidders may visit the Project location by making arrangements through the Water Department. Bids WILL NOT be accepted from any bidder who did not attend the Pre-Bid Conference.

All potential bidders must obtain the Contract Documents from the City of Compton to have their bid be considered valid. Contract Documents will be available beginning Monday, Wednesday July 17, 2019.

The awarded Contractor shall complete all Work required by the Contract Documents by twenty (20) working days from the commencement date stated in the subsequent Notice to Proceed. The Contractor shall pay to City of Compton the sum of $750.00 for each and every calendar day delay in finishing the work in excess of the working day completion time, as modified in accordance with the Contract Documents.

A-4 AWARD OF CONTRACT

The City shall award the Contract for the Project to the lowest, responsible bidder as determined from the base bid by the City. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

A-5 SITE CONDITIONS

Each bidder shall carefully examine any available drawings or exhibits, read the specifications and the forms of the contract documents, and shall visit the site of the proposed work to fully inform themselves as to all existing conditions and limitations that may affect the execution of work under the contract, and he shall include in the bid the cost of all incidentals and appurtenances. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document, or their failure to visit and acquaint themselves with conditions at the construction site, shall in no respect relieve them from any obligation imposed by their bid or by the contract. The submittal of a bid shall be taken as prima facie evidence of compliance with all instructions contained herein.

A-6 CERTIFIED CHECK AND BONDS

Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in the Code of Civil Procedure Section 995.120, and is admitted by the State of California. The guaranty shall be forfeited should the bidder, if awarded the Contract, fail to furnish in a timely manner the bonds and proof of insurance required under the Contract Documents.

A-7 CONTRACT DOCUMENTS

A. The Contract documents shall consist of the Notice Inviting Bids, Instructions to Bidders, Completed Bid Form, Contractor's Certificate Regarding Workers' Compensation, Bid Bond, Designation of Subcontractors, Information Required of Bidders, Non-Collusion Affidavit, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Specifications, Plans and Drawings, and all additions, deletions, modifications, and appendices and all addenda as prepared prior to the date of bid opening, setting forth any modifications or interpretations of any said documents, all of which documents are on file in the Purchasing Department of the City of Compton located at: 205 S. Willowbrook Avenue Compton, CA 90220; phone number 310-605-5595, and are hereby referred to and made a part of the Notice Inviting Bids.

A-8 ADDRESS AND MARKING OF BID

The envelope enclosing the proposal shall be sealed and addressed to the City of Compton and delivered or mailed. The envelope shall be plainly marked in the upper left-hand corner with the name and address of

the bidder and shall bear the words “Bid For” followed by the title of the specifications for the work and the date and hour for opening of bids. Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

A-9 PREVAILING WAGE

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request online at http://www.dir.ca.gov/dlsr. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under them shall comply with all applicable Labor Code provisions, which include, but are not limited to, the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor, and the debarment of contractors and subcontractors. The successful bidder shall be currently registered with the California Department of Industrial Relations. Pursuant to Section 1770, 1771.1 and 1725.5 et. Seq of the California Labor Code.

Each Contractor and subcontractor shall keep an accurate certified payroll and produce, display and submit certified payroll records as provided in Labor Code Section 1776. Beginning ten days after the receipt by the Contractor of a written notice of noncompliance with Section 1776, the City shall be entitled to withhold $25.00 for each calendar day or portion thereof, for each worker until strict compliance is effectuated. The responsibility for compliance with Labor Code Section 1776 shall lie with the Contractor.

The Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, pursuant to Labor Code section 1771.4.

A-11 LEGAL WORKDAY

Eight hours shall constitute a legal day’s work, as per Labor Code Section 1810. The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the Owner, forfeit $25.00 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours at not less than 1-1/2 times the basic rate of pay.

A-12 WORKER’S COMPENSATION

Each Contractor shall secure payment of workers’ compensation coverage to their employees in accordance with Labor Code Section 3700.

A-13 SUBSTITUTION OF SECURITIES

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure their performance under the Contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Upon satisfactory completion of the contract, the securities shall be returned to the contractor. Alternatively, the contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of the contractor. At the expense of the contractor, the contractor may direct the investment of the payments into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the contractor. Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City, pursuant to the terms of Public Contract Code section 22300.

Deposit of securities with the escrow agent shall be subject to the written escrow agreement, which shall be substantially similar to the form set forth in Public Contract Code Section 22300. Securities eligible for investment under this Section shall be limited to those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City Water Systems. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

A-14 CONTRACTOR LICENSE

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s) for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: In accordance with provision of California Public Contract Code Section 3300. Failure to possess the specified license shall render the bid non-responsive.

All contractors and subcontractors (of any tier) must be registered with DIR as well as electronically submitting all certified payroll records to DIR (SB 854).

A-15 BRAND NAME DESIGNATION

Pursuant to Public Contract Code Section 3400(b), if the City has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Provisions.

A-16 American with Disabilities Act

The successful bidder must insure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, sexual preference and marital status.

BY ORDER OF CITY OF COMPTON

BY:

Alita Godwin, City Clerk

Date: _____

CITY of COMPTON

205 S. Willowbrook Avenue Compton, CA 90220

Tank Diving, Inspection and Cleaning Project

SCOPE OF WORK

1. Preform an external visual inspection of the exterior at each tank listed in the table below.
2. Provide all necessary mobilization, equipment, and certified/trained staff to perform an interior dive inspection. Dive inspections shall be conducted in accordance with all applicable American Water Works Association standards, and all Federal and California OSHA standards. All equipment and personnel entering the tanks shall be thoroughly disinfected with a minimum of 200 parts per million chlorine solution.
3. The interior dive inspection at each tank listed in the table below shall include:
    a. .Inspection of all appurtenances including but not limited to: vertical walls, floor, columns, roof structure, inlet, and outlet, sediment/debris depth measured and documented.
    b. Inspection of coating or liner condition for corrosion, cracking, peeling, rust, or any other defects.
    c. The inspection shall include the removal of up to 5 inches of sediment/debris from the floor of each tank. This sediment/debris removal shall occur under "wet" conditions.
        i. ***Please note the tanks will not be drained during the inspection and/or sediment removal.**
    d. (2) Copies of a color, edited, narrated video shall be provided documenting each dive inspection, and shall be provided on a CD or DVD.
4. Provide (1) electronic pdf. written inspection report for each tank inspection. These reports shall be provided on a USB flash drive. Report shall include:
    a. Still photos.
    b. Detailed inspection findings.
    c. Condition assessment of the tank.
    d. Recommendations in response to deficiencies identified during the inspection.
5. Provide a schedule for completion that does not extend beyond November 1st
6. budget schedule, ***these inspections must all be completed by November 1st, 2019.***
7. This is not a prevailing wage job.

8. The contractor will provide a discharge sock for the discharge from the Reservoirs to capture sediment from these reservoirs. There is not a percolation pit onsite. The company will remove and dispose of the sock.

City of Compton Water Department 2019 Reservoir Cleaning List

Reservoir	Address	Reservoir Construction	Height of Reservoir	Diameter of Reservoir	Overflow Height	Centerline Discharge Pipe	Total Capacity (gallons)
1	18626 S. Wilmington Ave., Carson, CA	Steel	37' – 0"	120' - 0"	19' O"	3' O"	3,000,000
2	18626 S. Wilmington Ave., Carson, CA	Steel	37' – 0"	120' - 0"	19' O"	3' O"	3,000,000
3	18626 S. Wilmington Ave., Carson, CA	Steel	37' – 0"	120' - 0"	28.6	3' O"	3,000,000
4	18626 S. Wilmington Ave., Carson, CA	Steel	37' – 0"	120' - 0"	28'	3' O"	3,000,000

1.1 PROJECT LOCATION

A. The project is located at 18626 S. Wilmington Avenue, Carson, CA

1.2 WORK BY OTHERS

A. Interference with work on utilities: The CONTRACTOR shall cooperate fully with all utility forces of the CITY or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of utilities which interfere with the progress of work by others, and shall schedule the work to minimize interference with said relocation, altering, or other rearranging of facilities.

PART 2 – MEASUREMENT AND PAYMENT

GENERAL

The CONTRACTOR shall provide all labor, materials, equipment and incidentals for the work described within these specifications and construction drawings. Payment for each bid item shall be

included in the contract unit price or lump sum price shown on the Bidder's proposal. Measurement for payment of lump sum items will be based on the component parts listed in the Bid Items, as required in this specification. Payment for component parts will be based on the Schedule of Values approved by the CITY. The cost breakdown shall include quantities and items aggregating the Bid Item in payments during construction. All measurements of quantities shall be approved by the CITY. Payment for each bid item shall include full compensation for all labor, materials, tools, and equipment necessary to complete the work as shown on the construction drawings and within these specifications and no additional compensation shall be allowed. This includes the cost of work not specifically listed in the Bid Schedule or Schedule of Values, but is necessary to complete the project as described and shown in the Contract Documents. Work for which no separate payment has been provided will be considered a subsidiary obligation of the CONTRACTOR, and the cost therefore shall be included in the applicable contract price for the item to which the work applies. All measurements of work done will be made by the CITY or its representative.

2.1 TANK DIVING, INSPECTION AND CLEANING PROJECT

2.1.1 BID ITEM NO. 1 – MOBILIZATION, BONDS, PERMITS, DEMOBILIZATION, CLEANUP AND SITE SECURITY

Payment for mobilization, bonds, permits demobilization, cleanup and site security shall be made at the contract lump sum complete and in accordance with the Contract Documents, and as directed by the CITY. The Contract Price shall include, but is not limited to the following principal items: obtaining all permits, insurance, and bonds; preparing schedule and schedule of values; mobilizing labor force, equipment and construction facilities onto site(s); providing field offices and storage yard (if Contractor deems necessary); securing construction water supply; providing power necessary for construction, providing all temporary construction fencing; installing and removing of temporary water meters and highlines; installing, maintaining and removing project signs; providing on-site sanitary facilities; posting OSHA requirements and establishing safety programs; performing all work and documentation necessary for the mobilization, bonding, and permitting for construction of the project as described within the Contract Documents. This work also includes the cost for maintaining and submitting the project record drawings at the end of the project. These record drawings must be reviewed monthly with the CITY to receive payment for any work. The amount for this bid item shall be limited to 10% of the total contract amount, 5% payable at the project outset for mobilization and 5% at the project conclusion for demobilization.

2.1.2 BID ITEM NO. 2 – DIVE, INSPECT AND PROVIDE VIDEOGRAPHIC AND PHOTOGRAPHIC AND WRITTEN REPORTS OF INSPECTION

Payment for the diving, inspection and reports will be paid for at the contract lump sum price, complete and in accordance with the Contract Documents, and as directed by the CITY. The contract price for work under this item shall include but not be limited to furnishing all labor, material, tools, and equipment and performing all work required.

2.1.3 BID ITEM NO. 3 – CLEAN SEDIMENT AND OTHER MATERIALS AS DESCRIBED IN SCOPE OF WORK

Payment to provide all labor, materials and equipment to clean and remove sediment and other materials, will be paid for at the contract lump sum price, complete and in accordance with the Contract Documents, and as directed by the CITY. The contract price for work under this item shall include but not be limited to furnishing all labor, material, tools, and equipment and performing all work required for the completion of the video as described in the Contract Documents. All work shall be considered as compensated for in the lump sum price and no additional compensation shall be made thereafter.

PART 3 – EXECUTION

3.1 WORK SEQUENCE: All of the following sequence items shall be contingent on the CONTRACTOR obtaining approval from the CITY's Traffic Engineer as a part of CONTRACTOR's prepared Traffic Control Plans.

A. The general sequence of work shall be as follows:

1. Submit proposed schedule of work, insurance and bonds.
2. Perform testing and disinfection.
3. Complete Punch List items.
4. Finalize clean up and restore construction areas.
5. Provide warranty as specified.

3.2 CONTRACTOR USE OF PROJECT SITE

A. The CONTRACTOR's use of the project site shall be limited to its construction operations. On-site storage of materials, on-site fabrication facilities, and field offices located within public right-of-way require approval from the CITY.

B. The CONTRACTOR shall install signs, barricades and lights necessary to ensure public safety and safety of CITY's operators and personnel. Provide plates across ditches to enable safe access of CITY's personnel to facilities or the public across excavations within public right-of-way that cannot be backfilled at the end of the day. Traffic control during hours of construction work shall be in accordance with the CITY approved traffic control plans included in this bid package.

3.3 CITY USE OF THE PROJECT SITE

A. The CITY may utilize all or part of the existing facilities during the entire period of construction for the conduct of the CITY's normal operations. The

CONTRACTOR shall cooperate and coordinate with the CITY to facilitate the CITY's operations and to minimize interference with the CONTRACTOR's operations at the same time. In any event, the CITY shall be allowed access to the project site during the period of construction.

Bid Schedule

Item	Unit	Quantity	Unit Cost	Total Cost
Mobilization, Bonds, Permits, Demobilization, Cleanup and Site Security	Lump Sum	1		
Provide all Labor materials and equipment to dive and inspect, to include video, photographs and written report. 37’ H X 120’ D Tanks	Lump Sum	4		
Provide all Labor Materials and Equipment to clean reservoirs. Assume ¼” of sediment. 37’ H XC 120’ D Tanks	226 Cubic Feet	4		
SUBTOTAL				
TOTAL				

Total In Words:

_____

_____

Contractor’s Representative Signature

CONSTRUCTION SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
INSERT CONTRACTOR NAME
[Tank Diving, Inspection and Cleaning Project]

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **INSERT CONTRACTOR NAME** (hereinafter referred to as "**CONTRACTOR"**) located at **Insert Contractor's Address here**.

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 Contractor Name here (Contractor) to perform that work required pursuant to the Rosecrans/Willowbrook Main Break Repair & Replacement ("Project")**.**

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

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

1.0 GENERAL PROVISIONS

1.1 Definitions.

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

1.1.2 "Contract Documents" consists of this Agreement (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 **Insert Deisgnee's name here** 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. The City shall have the authority to require the Contractor to remove its representative at any time without cause and at no cost to the City.

1.6.3 City's Representative. City hereby designates **Brian A. Dickinson, General Manager – Water Department** or his/her designee as City's Representative for this Project.

1.7 Independent Contractor.

Contractor shall be an independent contractor, and neither Contractor, its officers, principals, employees, agents, volunteers and subcontractors (collectively hereinafter the "Contractor"),

shall be considered employees or agents of City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Agreement. Contractor 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* and obtain applicable no-fee construction permits.

2.0 SCOPE OF SERVICES

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

Tank Diving, Inspection and Cleaning Project

The Tank Diving, Inspection and Cleaning project shall be performed in accordance with the plans, specification and other contract documents as specified herein and shall consist of but is not limited to, furnishing all products, labor, equipment, material, transportation, and incidental services to construct the following:

- Dive and Inspection of, 4 – 3.0 million gallon reservoirs, 37’ high X 120’ diameter.
- Clean and remove any accumulated sediment or other materials, as needed.

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 **Insert Dollar Amount in Words here (Insert Dollar Amount in Numbers Here)** ("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 **General Manager – Water Department** or his/her designee at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

3.4 Retention.

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

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

-Or-

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

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

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

3.5 Contractor's Warranty of Contract Price.

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

4.0 TIME

4.1 Time of Essence.

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

4.2 Commencement.

4.2.1 Construction Services. Contractor agrees to commence the Work provided for herein within **10 calendar days** after receipt of the **Notification to Proceed** or as otherwise agreed in writing with the Director of his/her designee, and continue in a diligent, professional and worker-like manner as directed by the City without interruption until the each of the requested segment(s) and/or location(s) identified by the City for repairs and work is completed or within a total of **20 working days** (this period is inclusive of time to procure needed materials, mobilization, etc.), whichever occurs first, unless this Agreement is extended, suspended or terminated as provided herein.

.a Notwithstanding any other provisions of this Contract, Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed

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

4.3 Extensions.

The Contract Time shall not be extended except by a 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 TWO HUNDRED DOLLARS ($1,200) FOR EACH CALENDAR DAY DELAYED BEYOND THE TIME PRESCRIBED FOR FINISHING THE WORK AS LIQUIDATED DAMAGES. THIS SUM REPRESENTS A REASONABLE EFFORT TO ESTIMATE FAIR COMPENSATION FOR THE FORESEEABLE LOSSES CITY WILL INCUR ON ACCOUNT OF DELAYS IN SUBSTANTIAL COMPLETION OF THE WORK AND IS NOT A PENALTY. IF LIQUIDATED DAMAGES ARE NOT PAID, THE CITY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONEY DUE OR THAT MAY BECOME DUE TO THE CONTRACTOR UNDER THIS AGREEMENT IN addition TO ANY OTHER REMEDY AVAILABLE TO THE CITY. CONTRACTOR SHALL NOT BE ASSESSED LIQUIDATED DAMAGES IF THE DELAY IS CAUSED BY ACTS OF GOD WHICH COULD NOT REASONABLY HAVE BEEN FORESEEN OR GUARDED AGAINST; STRIKES, BOYCOTTS OR LIKE OBSTRUCTIVE ACTIONS BY CONTRACTOR'S OR IT'S SUBCONTRACTOR'S EMPLOYEES WHICH ARE BEYOND CONTRACTOR'S CONTROL; FAILURE OF CITY TO PERFORM; OR FAILURE OF A PUBLIC UTILITY TO RELOCATE OR REMOVE AN EXISTING UTILITY REQUIRED FOR PERFORMANCE OF THIS CONTRACT. CITY AND CONTRACTOR HEREBY INDICATE THEIR AGREEMENT TO THE FOREGOING LIQUIDATED DAMAGES PROVISION:

City of Compton – City Manager	**Contractor – Insert Contractor Representative Name**

4.6 Construction Schedule.

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

which are critical to the completion of the construction of the project and a clearly highlighted critical path. Durations and specific calendar dates shall be clearly and legibly shown for the start and finish of each activity. Activities shall be in sufficient detail to demonstrate a practical plan to complete the construction within the Contract Time. There shall be no extension of time granted due to delay caused by inability to obtain materials without the advance written approval of the Public Workers Director or his/her designee.

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, **Insert Contractor's Principal Party's Name Here**, **HEREBY CERTIFY** that I am the President, and duly authorized representative of the Contractor firm of **Insert Contractor's Company Name Here** 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.

_____ _____

Insert Contractor's Representative Name & Title **(Date)**

11.0 DEFAULT AND TERMINATION

11.1 Default by Contractor.

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

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

11.2 City's Rights and Remedies Upon Default.

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

.a Delete Certain Services. City may, without terminating this Agreement,

delete certain portions of the Work, reserving to itself all rights to recover losses related thereto.

.b Perform and Withhold. City may, without terminating this Agreement, engage others to perform the Work or portion of the Work that has not been performed by Contractor and withhold the cost thereof to City from future payments to Contractor, reserving to itself all rights to recover losses related thereto.

.c Suspend this Agreement. City may, without terminating this Agreement and reserving to itself all rights to recover losses related thereto, suspend all or any portion of this Agreement for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract Price or Contract Time, and shall have no liability to Contractor for adjustment to the Contract Price, Contract Time, or for losses, if City directs Contractor to resume Work.

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

.e Invoke the Performance Bond. City may, with or without terminating this Agreement and reserving to itself all rights to recover losses related thereto, exercise its rights under the Contractor's performance bond.

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

11.2.3 Monies. In the event of a termination or suspension of all or a portion of the Work due to a default by Contractor, City shall have the right, without releasing Contractor or its sureties from liability for failure to fulfill this Agreement, to withhold all or a portion of the monies owing or retained until final completion of the Work. Any cost over and above the Contract Price arising from the suspension of operations of this Agreement and the completion of the Work shall be paid by Contractor's sureties. Contractor will be paid any surplus monies remaining after all contract disputes have been resolved and finally determined.

11.2.4 Delays by Sureties. Without limitation to any of City's other rights or remedies under the law or in equity, City has the right to suspend the performance by Contractor's sureties in the event of any of the following: (i) failure of the sureties to begin work within a reasonable time in such manner as to ensure full compliance with the Contract Documents within the Contract Time; (ii) abandonment of the Work; (iii) if at any time City is of the opinion the Work is unnecessarily or unreasonably delayed; (iv) willful violation of any terms of this Agreement; (v) failure to perform according to this Agreement or the other Contract Documents; or (vi) failure to follow instructions of City for performance of the Work within the Contract Time. City will serve notice of such failure upon the sureties and in the event the sureties neglect or refuse to cure the breach within the time specified in such notice, City shall have the power to suspend the operation or any part thereof of Contractor's sureties.

11.2.5 Contractor Obligations. Upon receipt of a notice of termination for default, Contractor shall, unless the notice states otherwise, perform each of the obligations set forth in Paragraph 11.4.1, below.

11.2.6 Damages to City.

.a Reservation of Remedies. City will be entitled to all damages available under the law, and all rights in equity, in the event of Contractor's breach of this Agreement or the other Contract Documents.

.b Deductions. If City suffers a loss due to Contractor's nonperformance, then such loss shall be deducted from the amounts withheld. Should the amount withheld exceed the amount deducted, the balance will be paid to Contractor or its designee upon completion of the Project. If the loss incurred by City exceeds the amount withheld, Contractor shall be liable to City for the difference and shall promptly remit same to City.

.c No Release. If, however, City elects to terminate this Agreement for cause, all monies due Contractor or retained under the terms of the Contract Documents shall be forfeited to City. Such forfeiture shall not release Contractor or its sureties from liability for failure to fulfill this Agreement. Contractor and its sureties will be credited with the amount of monies forfeited toward any greater sum they may be liable for in connection with Contractor's default.

11.3 Suspension by City for Convenience. City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time, as City may determine, with such period of suspension to be computed from the date of the written order. Without limitation to the foregoing, Contractor acknowledges that issuance of a suspension order by City due to circumstances relating to City's compliance with the California Environmental Quality Act is foreseeable and that such suspension order, regardless of its duration, shall not be considered a breach by City of this Agreement. Upon receipt of a suspension order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the suspension order during the period of work stoppage. Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the suspension order or it shall have the right, without incurring a liability to Contractor for lost profits or consequential damages, to delete the Work covered by such suspension order by issuing a Change Order.

11.3.1 Resumption. If a suspension order is canceled or expires, Contractor shall resume and continue with the Work. A Change Order will be issued adjusting the Contract Price and/or the Contract Time for additional costs of work and delay necessarily caused by such suspension.

11.3.2 Suspension Order Required. The provisions of this Section 11.3 shall not apply if a suspension order is not issued by City. A suspension order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

11.4 Termination Without Cause. City shall have the option, at its sole discretion and without cause, to terminate this Agreement in part or in whole by giving thirty (30) days' written notice to Contractor as provided herein. Contractor agrees to accept such sums as allowed under this Section 11.4 as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, Loss of anticipated profits, Loss of revenue, lost opportunity, or other consequential, direct, indirect, incidental Losses or damages, of any kind.

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

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

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

.c Provide to City a description, in writing no later than two (2) business days after receipt of the notice of termination, complete copies of all subcontracts, purchase orders and contracts that are outstanding, including any change orders, amendments and modifications thereto, status of payments and balance owing, the status of performance and claims by Trade Contractors, together with such other information as City may determine necessary in order to decide whether to accept assignment of, or request Contractor to terminate the subcontract, purchase order or contract;

.d Promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and

.e Thereafter continue only such performance as may be necessary to preserve and protect work already completed or in progress and to protect materials and equipment on the Site or in transit thereto.

11.4.2 Final Billing. Following termination without cause and within thirty (30) days after receipt of a complete and timely billing from Contractor seeking payment of sums authorized by this Paragraph 11.4.2, City shall pay to Contractor as its sole and exclusive compensation for performance under this Agreement the following:

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

.b Plus, reasonable costs of work of Contractor and Trade Contractors for (i) demobilizing, and (ii) administering the close out of its participation in the Project (including, without limitation, all billing and accounting functions) for a period of no longer than thirty (30) days after receipt of the notice of termination;

11.4.3 Trade Contractors. Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts with its Trade Contractors permitting termination for convenience by Contractor on terms that are consistent with this Agreement and that afford no greater rights of recovery against Contractor for termination than are afforded to Contractor.

11.5 Contractor's Rights and Remedies.

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

.a The work is stopped for one hundred sixty (160) consecutive days, through no act or fault of Contractor, any Trade Contractor, of any tier, or any employee or agent of any of them, due to issuance of an order of a court or other governmental authority other than City having

jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

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

11.5.2 Continuous Performance. Provided that Contractor is paid undisputed sums due under this Agreement, Contractor shall not stop, delay or interrupt continuous performance of the Work by reason of any dispute or disagreement with City, including, without limitation, any disputes or disagreements over payments of funds that are disputed in good faith by City.

12.0 MISCELLANEOUS PROVISIONS

12.1 Warranties. Contractor warrants and guarantees all 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: General Manager Water 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:

Insert Company Name Address and Phone Number

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.

Insert Company Name
CONTRACTOR

Dated: _____ **By _____**
Name and Title of Contractor Rep.

CITY OF COMPTON
Recommended for Approval:

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

Approved by:

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

Approved as to form:

By _____ Dated: _____
Ruth Rugley, City Attorney

ATTEST:

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

August 6, 2019

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

RE: City of Compton / Water Tank Cleaning & Inspection

Dear Ms. Godwin,

In response to your request for proposal for the City of Compton inspection & Cleaning Project, attached please find:

- Exhibit A – Qualifications & Key Personnel
- Exhibit B – Scope of Work
- Exhibit C – References
- Bid Schedule
- Signed Addendum #1

H2O Solutions looks forward to servicing the City of Compton. Please feel free to call me if you have any additional questions or concerns.

Sincerely,

Renee Reed
Senior Project Manager
H2O Solutions, LLC
9030 W. Sahara, Suite 208
Las Vegas, NV 89117
206.422.0894
renee@H2ODivingSolutions.com

A) Key Personnel/Qualifications

A.1 Qualifications

H2O Solutions is a commercial diving company that specializes in underwater cleaning, inspecting, repairing, and maintenance of approximately 500 potable water storage reservoirs each year. Our clients include some of the largest utility organizations and municipalities in the country.

Our company members are professional, experienced, certified commercial divers based in the Pacific Northwest and have worked in the potable water industry since 2006. We can also provide additional testing and services to include: leak detection, non-destructive testing (NDT), wall cleanings, cathodic protection replacement, and river intake cleaning & inspections.

Corporate Office: H2O Solutions, 9030 W. Sahara, # 208, Las Vegas, NV 89117
Field Office: H2O Solutions, 6808 Dundee Court, Yakima, WA 98908

A.2 Experience for Key Personnel

John Williams, Dive Supervisor/Owner & Project Manager

Mr. Williams is a 2006 graduate of the Diver's Institute of Technology in Seattle, WA and holds all commercial diving certifications including ADC, NAUI, & PADI amongst others. After working for Liquid Engineering and LiquiVision Technologies, Mr. Williams and his partner founded H2O Solutions in 2010. Mr. Williams has supervised over 4,000 potable water reservoir cleaning & inspections throughout the United States.

Brett Williams, Lead Diver/Owner

Mr. Williams is a 2006 graduate of the Diver's Institute of Technology in Seattle, WA and holds all commercial diving certifications including ADC, NAUI, & PADI amongst others. After working for LiquiVision Technologies, Mr. Williams and his partner founded H2O Solutions in 2010. Mr. Williams has supervised over 3,500 potable water reservoir cleaning & inspections throughout the United States.

Lucas Bumann, Diver

Mr. Baker is a certified 2017 graduate of the Diver's Institute of Technology in Seattle, WA and holds all commercial diving certifications including ADC, NAUI, & PADI amongst others. He has been employed by H2O Solutions since 2018.

(B) Scope of Work / Inspection Procedure / Method of Cleaning

H2O Solutions will have 2 divers dedicated to this project with 1 supervisor. Field Supervisor, John Williams, will be managing the dive team and labor at the various sites. He will also be managing and reviewing all coating & corrosion issues, all video and written reports and the project as a whole.

B.1 Inspection Description

H2O Solutions does a professional inspection that will include a diver-narrated, unedited video and a written report with a minimum of 30 digital photographs per tank. The live video feed if recorded by a Lifeline 2 communication box that is hard wired to (2) Toshiba DVD recorders with flat screen monitor. A DVD is provided on site and the written reports are provided within 10 days via an electronic MS PowerPoint or a printed and bound paper copy. Areas inspected to include:

- Site Security
- Exterior Overflow
- Exterior Vents (screens included)
- Entry Hatch (weather stripping included)
- Exterior ladders
- Exterior Walls and Roof
- Exterior Man ways
- Exterior Level Indicator
- Exterior Inlet, Outlet & Drain
- Exterior Gate Valves
- Exterior Cathodic protection
- Exterior Coating
- Interior ladder and stand offs
- Interior floors , walls, columns and roof
- Interior Inlet, Outlet and Drain
- Interior Overflow
- Interior Cathodic Protection
- Interior Man Ways
- Interior Mixers
- Interior Level Indicator
- Interior Coating

B.2 Cleaning Description

The diver will be suited up, disinfected and slowly enter the reservoir. All equipment and divers entering the tank will first enter a staging area where they are disinfected with a 200ppm chlorine solution.

The cleaning process begins by following the floor-to-wall seam until the diver completes a circle or square around the tank. Once the diver has completed this first pass, they will continue in the opposite

direction starting the 2nd pass which will overlap the first pass continuing with this method until the floor is clean.

A custom vacuum will force the sediment into a corrugated, floating, 3-inch diameter section of pipe and is discharged from the tank using a Wacker Neuson Tash pump. The vacuum head is equipped with a food-grade rotating brush that is 48 inches wide and is made of polypropylene. The rotating brush causes no turbidity and successfully scrubs away the biofilm that adheres to the floor.

All sediment will be discharged onsite. All standard pricing includes up to 1" of sediment removal with an additional charge per inch of $400 for tanks having more that 1".

Once complete, the diver will attach a hand held cleaning device and manually clean the manways, column bases, and around the interior plumbing. Depending on the depth of the sediment, about 5,000 square feet per hour can safely be cleaning with this method.

All wall-cleaning is performed by hand using a brush & vacuum method.

B.3 Disinfection / AWWA Standards

H2O Solutions meets or exceeds all standards as outlined by the American National Standards Institute and the American Water Works Association for inspecting & repairing concrete and steel water tanks.

We use Vita-D-Chlor which is ideal for field dechlorination where treatment must be safe and immediate. Vita-D-Chlor is NSF certified for treatment of drinking water and the Vitamin C based chemistry makes it safe for neutralizing chlorine in water that is being discharged to the environment and other sensitive areas.

Additional, a deChlorinator is attached to the discharge end of our Wacker Neuson trash pump allowing for the most accurate dechlorinating procedure. Vita-D-Chlor products are 100% organic, completely soluble, and provide a safe, rapid and complete method of dechlorination.

B.4 List of Equipment

- Hunter vulcanized rubber dry suit with matted rubber gloves
- Kirby Morgan SS 37K dive helmet
- 37 cubic inch bailout attached to safety harness
- Diver's air source is surface supply and powered by the DeVair 255C compressor with a 2 stage filter system, 17CFM and upper loader set to 170 psi
- Divers are backed by a HP system that holds 8000 psi
- Aquaflow 4 part umbilical that is 400' in length
- Tripod and safety harnesses
- Helmet-mounted AXSub SEE high resolution camera and helmet mounted 150 watt light
- Lifeline 2 communication boxes which are hard wired to (2) Toshiba DVD recorders with flat screen monitors
- The vacuum head is a food grade brush that is 48" wide and is made of polypropylene. The brush has a straight pattern and a hex shaft. The brush spins by pushing the vacuum which in turn rotates two small sprockets on the front wheels that are attached to two lager sprockets on the shaft. They are connected by a chain that forms a 1 to 10 ratio.

C) References

C.1 3 References of Projects of Similar Size & Scope

Project Title	Description	Contact Info
Mt. View / Edgewood Water Company	Cleaning & Inspection of Water Tanks	Mr. Jackie Masters, 614 105th Ave E, Edgewood, WA 98372; Tel: 253.863.7348; jackiem@mtvewater.com
Seattle Public Utilities, WA	Preventative Maintenance / Repair	Mr. David Muto, 2700 Airport Way South, Seattle, WA 98134, Tel: 206.386.9778; david.muto@seattle.gov
North Coast County Water District	Cleaning & Inspection of Water Tanks	Norm Regnart, Plant Supervisor, 2400 Francisco Blvd, Pacifica, CA 94044; 650.355.3462; nregnart@nccwd.com

Bid Schedule

Item	Unit	Quantity	Unit Cost	Total Cost
Mobilization, Bonds, Permits, Demobilization, Cleanup and Site Security	Lump Sum	1	$500.00	$500.00
Provide all Labor materials and equipment to dive and inspect, to include video, photographs and written report. 37' H X 120' D Tanks	Lump Sum	4	$600.00	$2,400.00
Provide all Labor Materials and Equipment to clean reservoirs. Assume ¼" of sediment. 37' H XC 120' D Tanks	~~226 Cubic Feet~~ 11,304 Square Feet	4	$0.22	$9,947.52
SUBTOTAL				12,847.52
CONTINGENCY				**$1,500**
TOTAL				$14,347.52

Total In Words: Fourteen thousand three-hundred forty seven dollars and fifty-two cents

John Williams

Contractor's Representative Signature

CITY OF COMPTON WATER DEPARTMENT

ADDENDUM NUMBER 1 TO THE BID DOCUMENTS

To all general contract bidders of record on the Bid Proposal titled:

Tank Diving, Inspection and Cleaning Project

Addendum Date: July 17, 2019

A. This Addendum shall be, considered part of the bid documents for the above mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence.

B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be, construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Additional Information about this Solicitation

Miscellaneous

- There will be no Pre-Bid meeting.
- Sediment bags shall be, used to collect discharge sediment during tank cleaning. Sediment bags shall be, disposed of by contractor.
- Discharge water shall be, de-chlorinated.
- All tanks have exterior and internal ladders.
- All discharge water can be, discharged on site but must be, contained on site and not allowed to runoff into adjacent properties.

Revised Bid Schedule

- Updated Bid Schedule to include Contingency Amount

Acknowledgment of Addendum No. 1

Contractor's Representative Signature: _____

CLEANING AND INSPECTION SERVICES CONTRACT
BETWEEN
CITY OF COMPTON
AND
H_2O SOLUTIONS, LLC

This **CONTRACT** 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 **H20 SOLUTIONS, LLC** (hereinafter referred to as **"CONTRACTOR"**) located at 9030 W. Sahara, Suite 208, Las Vegas, Nevada 89117, (each a "Party" and collectively, the "Parties").

RECITALS

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

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

C. City and Contractor enter into this Contract for the purpose of retaining H_2O Solutions, LLC (Contractor) to perform that specified work (underwater cleaning, inspecting and maintenance of the water storage tanks owned by the City) located in the City of Compton ("Project"/"Site").

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

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

1. **Scope of Work 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 work for the underwater cleaning, inspecting and maintenance of the City's water storage tanks located in the City of Compton. More specifically, Contractor shall provide and perform that work specified within the City's "**Notice Inviting Bids (NIB) for Tank Diving, Inspection and Cleaning Project", dated July 17, 2019)** and the Contractor's **"Proposal"** dated August 6, 2019, which is attached hereto and incorporated herein (collectively hereinafter the "Contact Documents").

Contractor will be responsible for the professional quality, technical accuracy and coordination of the work. Contractor will, without additional compensation, correct or revise any errors or deficiencies in the work. 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 work, materials, tools, equipment, transportation, telephone, etc. (except for those items that go beyond the scope of work specified above or that the City expressly agrees to provide or perform), used by Contractor in connection with this work.

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

2. <u>Key Personnel.</u>

2.1 Contractor's Representative. Contractor hereby designates **John Williams, Owner and Project Manager,** who shall be deemed to be Contractor's agent charged with administering this Contract and with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

2.2 City's Representative. City hereby designates **Brian A. Dickinson, General Manager of Water Services Department** or his authorized designee as City's Representative for this Project.

3. <u>Compensation.</u> The method of payment for this Contract shall be on based the agreed maximum flat lump sum basis amount of **Fourteen Thousand, Three Hundred Forty-Seven Dollars and Fifty-Two Cents ($14,347.52).**

The fees charged by the Contractor shall include compensation for all work and labor, including travel, materials, supplies, vendor work, expenses and subcontracted work. Any changes in the general scope of the work or a particular task, whether initiated by City or Contractor, must be made in writing and accepted by the Parties. If the Parties believe that an adjustment to compensation or any scheduled completion dates is justified as a result of a significant change, the Parties will negotiate in good faith and agree to an adjustment to the work. Each adjustment to the work or an assigned task shall detail the agreed changes to the applicable work/task, responsibility, duty, pricing, time line or other matters. The contract/task adjustment will become effective upon the execution of a Change Order by both Parties, and

shall be made part of this Contract and the applicable agreed work adjustment. Contractor shall not incur any costs or modify its performance of the work based on the modifications set forth in a Change Order unless and until such Change Order is executed the Parties. Should any contract/task adjustments result in exceeding the maximum compensation authorized, as specified in **Section 3,** below, authorization of the City's legislative body may be required.

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

In the event of termination, the Contractor shall be entitled to compensation for the undisputed reasonable value of work performed to the effective date of termination, including any non-cancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Contractor's delivery to the City of any and all City property, documents, reports, records and materials associated with the performance of this Contract. If the Contract is terminated, in no event shall the amount(s) paid Contractor exceed the total agreed payable compensation of **$14,347.52.**

4. Commencement of Work. Time is of the essence with respect to all time limits set forth in this Contract.

4.1 Cleaning and Inspection Services. Contractor agrees to commence the work provided for herein 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 without interruption until the work is completed. The Contractor shall complete all work required by the Contract Documents by twenty (20) working days from the commencement date stated in the subsequent Notice to Proceed. The Contractor shall pay to the City of Compton the sum of Seven Hundred and Fifty Dollars ($750.00) for each and every calendar day delay in finishing the work in excess of the working day completion time, as modified in accordance with the Contract Documents.

.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.

4.2 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 services means, methods, techniques, sequences and procedures and for coordinating all portions of the work. Contractor's work, and the result thereof, will be performed with and be the product of a high degree of professional skill and expertise.

5. Indemnity. Contractor shall indemnify and save harmless the City**,** its officials, officers, employees, agents and volunteers (collectively hereafter the "City") against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall defend, indemnify and save the City from any and all liability or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone

whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Contract, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

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

6. Insurance.

6.1 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 6.

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 Contract. 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 Contract 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 Contract.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City.

6.2 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 Contract. 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:

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

.b Workers' Compensation Insurance and Employer's Liability. Contractor shall

provide and maintain at its own expense during the term of this Contract 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 work by or on behalf of the Contractor and all risks to such persons under the Contract. 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.

.c 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."

.d Contractors Pollution Liability. If there is a pollution liability exposure, Contractors Pollution Liability Insurance covering all of the Contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of **Two Million Dollars ($5,000,000.00)** per loss and **Five Million Dollars ($5,000,000.00)** total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

6.3 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.

.a The policy or policies of insurance required by Section 6.2.a (Commercial General Liability) shall be endorsed to provide the following:

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

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

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

.b The policy or policies of insurance required by Section 6.2.b (Workers' Compensation) shall be endorsed to provide the following:

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

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

.c The policy or policies of insurance required by Section 6.2.c (Automobile Liability) shall be endorsed to provide the following:

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

.d The policy or policies of insurance required by Section 6.2.d (Contractor's Pollution Liability) shall be endorsed to provide the following:

(1) Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

(2) For projects involving transportation of hazardous waste/materials, include coverage for loading/unloading from the project site to final disposal locations, and all disposal locations shall be scheduled as non-owned disposal sites.

(3) If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Contract and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract.

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 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.

7. Safety.

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

7.2 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 work is 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.

7.3 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.

7.4 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.

7.5 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.

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, contracts and obligations contained in the Contract. Neither Party to the Contract

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 from 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 Contract, any of the work is found to be defective or not in accordance with the Contract, 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. Termination. Notwithstanding any other provisions of this Contract, this Contract may be terminated as follows:

10.1 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 Contract.

10.2 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 it fails to make prompt payment to subcontractors or for materials or labor, or it 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 Contract.

10.3 If either Party fails to perform or breaches any material obligation under this Contract, then, the non-breaching Party may, without prejudice to any other right or remedy and after giving the three (3) days written notice, terminate this Contract.

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 to the date of the termination.

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

12. 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.

13. Notice. All notices, demands or requests to be given under this Contract shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth (5^{th}) calendar 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:	**H_2O Solutions, LLC** **9030 W. Sahara, Suite 208** **Las Vegas, Nevada 89117** **Attn: John Williams, Owner & Project Manager** **(206) 422-0894**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: General Manager, Water Services 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.

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

15. 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 Contract.

16. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Contract 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 Contract 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 Contract or any applicable law.

17. Entire Contract/Amendments. This Contract, together with any other written document referred to or contemplated by it embody the entire Contract 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 Contract. Neither this Contract nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both Parties.

18. General Provisions.

18.1 Governing Law and Severability. This Contract 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 Contract 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 Contract, which shall continue in full force and effect, provided that the remainder of this Contract, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

18.2 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 Contract. 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 Contract.

18.3 Independent Contractor. 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, and is not authorized to act on behalf of the City. Neither the City nor any of its officers, employees,

agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Contract. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract that Contractor shall not at any time or in any manner, represent that Contractor is in any manner, officers, employees, agents or volunteers, joint venture or partner 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. Contractor will not be eligible for any employee benefits, nor will City make deductions from any amounts payable to Contractor of taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Contract.

18.4 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 Contract, 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 Contract. For breach or violation of this warranty, City will have the right to terminate this Contract for nonperformance, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

18.5 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.

18.6 Prevailing Wage Requirements. Contractor's duty to pay State prevailing wages can be found under California Labor Code Section 1770 et seq. and the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment can be found in California Labor Code Sections 1775 and 1777.7, as such wage rates are amended from time to time. It is the Contractor's responsibility to ensure payment of prevailing wages and

inform all subcontractors that prevailing wage requirements apply to this Project from commencement of the Contract through completion of the work.

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

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

18.9 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 performed and ready for acceptance or occupancy by City.

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

19. <u>Miscellaneous.</u> Contractor and City acknowledge that the terms of this Contract 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 Contract, 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 Contract, and the City, by its City Manager, who is authorized to do so, has executed this Contract.

H_2O SOLUTIONS, LLC
CONTRACTOR

Dated: _____ **By _____**
John Williams, Owner & Project Manager

CITY OF COMPTON
Recommended for Approval by:

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

Approved by:

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

Approved as to form:

By _____ **Dated: _____**
Damon M. Brown, City Attorney

ATTEST:

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

City of Compton

Fixed Route Transit Services

Submitted To:	Submitted By:
City of Compton	**MV Transportation, Inc.**
City Clerk's Office	2711 N Haskell Ave
205 South Willowbrook Avenue	Suite 1500, LB-2
Compton, CA 90220	Dallas, TX 75204
p: 310.605.5500	**p:** 972.391.4600
www.comptoncity.org	www.mvtransit.com

MV Transportation, Inc. is a federal contractor or subcontractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A. MV is an Equal Employment Opportunity/Affirmative Action Employer.

Confidentiality Statement

As a privately-held company, many aspects of MV's business is considered confidential. The proposal contained herein offers details regarding our proposed operating plan for the City of Compton and includes operating procedures, management candidates, and innovative approaches that our Board of Directors considers Confidential and/or Trade Secrets.

For ease of the City's review, MV has:

- *Indicated those sections of our proposal narrative considered either confidential or a trade secret using footnotes;*
- *Confidential attachments included in this proposal response are marked "confidential" in the margins of each document;*
- *MV considers its pricing information confidential and has therefore indicated so in the margin of each price page; and,*
- *Enclosed a single copy of its Audited Financial Statements as well as a bank letter separately, in a sealed envelope along with the original proposal.*

Table of Contents

Cover Letter **5**

Executive Summary **7**

1. **Qualifications** **11**
2. **Management Structure and Key Personnel** **16**
3. **Financial Viability** **23**
4. **Operation Plan** **24**
   - A. Driver Recruitment 33
   - B. Disruptive Passengers 42
   - C. Dispatching 42
   - D. On-Street Supervision 43
   - E. Drug Testing Policy 45
   - F. Driver On-Board Security 49
   - G. Records 51
   - H. Roadcalls 52
   - I. Employee Incentives 53
   - J. Staffing 54
   - K. Living Wage 58
   - L. Vehicle Maintenance 60
   - M. Startup Plan 79
   - N. EEO/AA 79
   - O. DBE 81
   - P. CNG Experience and Management 81
   - Q. Safety 82
5. **Storage and Maintenance Plan** **92**
6. **CNG Experience and Management Plan** **99**
7. **Cost** **100**

8. **Forms** **101**

9. **Proposal Bond and Performance Bond** **102**

Cover Letter

August 22, 2019

City Clerk's Office
City of Compton
Public Works Department
205 South Willowbrook Avenue
Compton, California 90220

Re: City of Compton Public Works Department, Request for Proposals, Compton Renaissance Transit System

To Whom it May Concern:

MV Transportation, Inc. and all subsidiaries, joint ventures, partnerships, and affiliates, (or "MV") appreciate the opportunity to submit its proposal in response to the City of Compton, Request for Proposal for the Compton Renaissance Transit System.

We are proud of our history of passenger transportation, and we offer high-quality service delivered by qualified and professional people. MV's proposal honors all of its Collective Bargaining Agreements and knows the true operating costs in this market. The company is confident that its proposed operating approach offers the best value for the City.

Acknowledgment of Addendum: MV is receipt of Addendum 1 received on Tuesday, August 20, 2019.

I am your primary contact for this procurement, and I am authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity). If awarded the contract, the Contracting Party will be MV Public Transportation, Inc.

You may reach me at 210.347.7955 (phone) or laura.bailey@mvtransit.com (email). Additionally, Scott Sosnowski (Chief Sales Officer) will serve as your secondary contact; you may contact Scott at 810.599.9189 (phone) or scott.sosnowski@mvtransit.com (email).

Please direct all correspondence related to this and all future procurements to MV's bid office located at 479 Mason Street, Ste. 221 Vacaville, CA 95688. After receipt of deadline, this proposal is valid for 120 days pursuant to the RFP.

Thank you for your consideration; I encourage you to select MV Transportation as your partner for the provision of the Compton Renaissance service. We look forward to working with you throughout this procurement.

Sincerely,

Laura Bailey

Laura Bailey
Vice President, Business Development

Items for Discussion

Items for Discussion

MV respectfully requests discussion of the following recommendations at the appropriate time during the procurement process.

RFP/Contract Section	Stated Language	Proposed Language	Explanation
Price Adjustment	N/A	Include provision that provides for price adjustments if Contractor's costs increase as a result of (i) changes to the scope of work / service hours requested by the City, (ii) changes in laws, rules, regulations, etc. applicable to the services to be provided by Contractor, and/or (iii) wage increases necessary for Contractor to be able to recruit and retain qualified employees as a result of an increase in the minimum wage in the City or surrounding jurisdictions. If the parties are unable to agree on a rate adjustment, then either party may terminate the contract upon 120 days written notice to the other party.	Contractor needs price protection for changes requested by the City, or for matters that were not contemplated at the time of Contractor's proposal.
Vehicle Acceptance Standards	N/A	Include Contractor's vehicle acceptance standards as the applicable standard against which all vehicles will be inspected. Include Contractor's vehicle acceptance agreement as an exhibit to the Agreement.	Upon delivery of the vehicles to Contractor, the vehicles must be in the same condition as the condition that Contractor is required to maintain.
Force Majeure	N/A	Include force majeure provision relieving both parties from performance under the Contract for circumstances beyond their reasonable control (acts of God, war, labor strikes, slowdowns, sick-outs, or other disputes, etc.).	Contractor should be excused from performance for circumstances beyond its reasonable control.
Pt. III, Scope of Work, Section 2 – Contract Terms	Three-year term with two one-year extensions to be exercised by the City.	Revise to require mutual agreement for any extension of the agreement.	Extension of the agreement should require mutual agreement.
Pt. III, Scope of Work, Section	Broad Contractor indemnity including all Liabilities. arising out of	Revise to clarify that indemnity is limited to Contractor's negligence or willful misconduct, and exclude claims based on the negligence	For damages resulting from the joint negligence of Contractor and an indemnified party, damages should be

Items for Discussion

RFP/Contract Section	Stated Language	Proposed Language	Explanation
5.4 – Indemnification	or in any way related to the performance of the Agreement, except for the sole negligence of "Indemnities."	and/or willful misconduct by any indemnified party.	apportioned on a percentage of fault basis.
Pt. III, Scope of Work, Section 10.1 – Establishment of Service Policies and Procedures	The City may unilaterally change any service policies which have no significant effect on Contractor's performance.	See Price Adjustment above; revise to require the agreement of both the City and Contractor for all revisions to the Agreement.	One party to a contract should not have the unilateral ability to change the terms of the contract.
Part IV, General Conditions, Section 5 – Subcontracting, Delegation and Assignment	Contractor shall not delegate, subcontract or assign its duties or rights to the performance of the service described in this RFP to any other party without the prior written consent of the City.	Revised to provide that such consent shall not be unreasonably withheld.	Reasonable justification should be required to withhold consent.
Large Primary Limits / Combined Single Limits	Section 5.1: Ten Million dollars for injury or death arising out of any one accident; Three Million dollars for injury or death to any one person; Two million dollars for property damage.	Auto Liability limits of at least $5 Million per occurrence. General Liability limits of at least $5M per occurrence and $5M aggregate. Limits may be provided via a combination of primary and excess policies.	Auto and General Liability policies are generally written on a combined single limit basis where a combined liability and property damage limit is provided. This change is requested to reflect the current insurance structure provided in the marketplace.
Notice of Cancellation	Section 5.1: The policy is not to be subject to cancellation, change in	coverage will not be canceled, suspended, voided, non-renewed, materially changed, or	Most insurance carriers are reluctant to endorse a policy to provide notice of cancellation to anyone other than

Items for Discussion

RFP/Contract Section	Stated Language	Proposed Language	Explanation
	coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to the City, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of the insurance company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.	reduced in coverage without thirty (30) days advance written notice from the contractor.	the First Named Insured (the Named Insured can cancel at any time, which makes it difficult for the Insurers to comply with any cancellation notices). We request that the Compton modify this item to make it a requirement of the Contractor to provide advance written notice of cancellation.
Additional Insured	The insurance company shall waive all rights of subrogation and contribution against the additional insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in	The insurance company shall waive all rights of subrogation and contribution against the additional insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of Operator.	We request that the language be removed that requires contractor to waive rights of subrogation against the City of Compton for losses attributable to the City of Compton's negligence.

Items for Discussion

RFP/Contract Section	Stated Language	Proposed Language	Explanation
	relation to those activities described generally above with regard to operations performed by or on behalf of Operator regardless of any prior, concurrent, or subsequent active or passive negligence by the additional insureds.		

Executive Summary

The City of Compton requests proposers provide a concise, and compliant proposal that outlines both operational expertise, domain knowledge, and ideas for both cost-effectiveness and customer satisfaction. MV's operating plan is based on the company's existing operation and includes some enhancements that will drive performance in the new contract term.

The Compton Renaissance service is reliable, cost-effective, and customer-centric. By achieving an optimized system with technology that both provides customer-facing information and provides for data-guided decisions, the outcome is a reliable service that can continue moving forward.

An efficient, high-quality transportation service ultimately supports the quality of life that attracts people to make their home in Compton.

MV and the City of Compton

MV's operating plan is based on the company's existing operation and includes enhancements in technology that will drive performance in the new contract term.

Since 2003, MV and the City of Compton have partnered to bring safe and reliable transportation. MV remains a loyal, dedicated partner to the City working to consistently and appropriately to represent the City daily. MV is committed to remaining a forward-thinking partner to the City and working with the City staff to achieve both short term and long-term goals. It is MV's intention to continue to invest the City throughout the next contract term.

MV's Mission Statement and History

To offer the safest, most cost-efficient and effective passenger transportation services and solutions by continually providing quality customer service, consistently outperforming our competitors, producing profitable earnings, and treating our employees as our most valuable asset.

With nearly 70 operations in the State of California and a dense concentration of contracts in the Los Angeles area, no other firm offers the City a larger network of support than MV.

MV's Founder, Ms. Feysan Lodde, 1975, San Francisco

This network provides significant resources relating to equipment, personnel, infrastructure, and support, in addition to those at MV's Paramount location. For the City of Compton, MV continues to extend our support resources as needed for additional dispatchers, road supervisors, technicians, and vehicle service workers at no additional charge to the City.

Experienced Management and Local Support

MV is proposing the continuation of the tenured management team that delivers safe, reliable service to the passengers of Compton daily. MV's local team brings extensive experience to the operations of this service. No other team has the depth of knowledge regarding routes, trends, and traffic patterns than the MV team.

Alex and Feysan Lodde founded MV more than 44 years ago, and they envisioned a company that provided the freedom of mobility regardless of age or ability. Today, MV's General Manager, Mr. Stephen Allan, and his Los Angeles based teamwork each day to deliver service to the City of Compton in a manner true to MV's mission statement.

Stephen Allan, General Manager

Lina Parten, Safety and Training Manager

Kory Corothers, Operations Manager

Martin Camargo, Maintenance Manager

Technology Solution

In the new contract term, MV is proposing the use of Syncromatics for the operation of the Compton Renaissance Transit System.

Making data-based decisions is essential in creating a more optimized system. MV proposes Syncromatics software to the City to raise the rider

experience through passenger facing apps and transparency to the system with real-time information tools - all while keeping costs low. Syncromatics includes cloud-hosted CAD (Computer Aided Dispatch) AVL (Automated Vehicle Location) dispatch software, real-time passenger information, automated passenger counters and annunciators with web-based reporting and configuration tools, onboard Wi-Fi, and tools for managing real-time information displays. MV can share results and benefits of enhancements for the City's consideration.

Cost-Effective Operations

By selecting MV in the new term, the City of Compton will experience a continued partnership with proven safety results; a solid preventive maintenance program; ongoing training for all employees; and a cost-effective operation. MV offers the City the following value-enhancing initiatives:

- **Leveraged Management/Supervision:** MV offers the services of additional crucial management staff to the City, comprising General Manager Stephen Allan, On-Site/Operations Manager Kory Corothers, Safety and Training Manager Lina Parten, and Maintenance Manager Martin Camargo. This established team's familiarity with the area of Compton, the City's expectations, and its commitment to providing high-quality service to the passengers will ensure performance, contract alignment, and service reliability.

- **Unrestricted Operations Support:** In addition to our Paramount management support team, the City's services will gain extended support from our operations team with additional prequalified and trained backup drivers, tenured dispatchers, skilled technicians, vehicle service workers, and direct operator support from our road supervisory team.

- **Leveraged Assets:** The company also offers the City access to its parts, equipment, and supplies from several of our nearby maintenance facilities. Vehicle servicing will be well-managed by our long-standing Maintenance Manager Martin Camargo, along with his support team of tenured mechanics, who have a thorough knowledge of CNG and propane.

- **Corporate Support:** The City will have the support of MV's corporate staff members, who remain available to assist with industry best practices to include financial budgeting, FTA-approved drug and alcohol testing, legal policies and procedures, employment laws, and requirements such as NTD reporting, throughout the contract term. Additionally, the regional support team will perform monthly and quarterly MV-audits to ensure overall success.

- **T-EAM Maintenance Management and Tracking System:** To ensure ongoing vehicle health, MV provides the Trapeze Enterprise Asset Management (T-EAM) maintenance management information software. The City has access to this system and can monitor the performance of our maintenance program. MV and the City will be able to simultaneously track each vehicle to ensure preventive maintenance and safety check intervals remain on-time – resulting in extended vehicle life, and decreased road calls and service delays.

- **National Accounts Program:** As your financial stewards, MV continue to research the most cost-effective value for each operations component in fulfilling the management of your transit system. Through the years, we've formed national account relationships with reliable vendors and suppliers as well as local businesses. This investment provides the best value for the City and its funding resources budgeted for these vital services.

- **CNG Knowledge and Resources:** The Director of Maintenance Greg Barnett is ASE certified in CNG. He and Compton's Maintenance Manager Martin Camargo has extensive knowledge and experience working with CNG fleets, large and small, in California. The company also has a national accounts program which extends to CNG training. MV works with the Automotive Natural Gas Vehicle Institute (ANGI), Clean Energy, National Fire Protection Association, and Cummins to ensure the teams working with CNG fueled vehicles, computer engine controls, and fueling areas have the most current training available for the maintenance, diagnosis, and repair of your CNG-fueled vehicles.

Conclusion

MV will continue to work with the City to provide new ideas for this service. This is crucial with the new route realignment to ensure adequate communication is provided to the community, local businesses are notified, and operators are properly trained. Additionally, continued conversations with MV regional management regarding technology, route optimization, the provision of new vehicles, the cost saving advantages will continue throughout the term.

1. Qualifications

The Contractor shall furnish a statement explaining and documenting the contractor's ability to perform the scope of services set forth in this RFP and the terms of its proposal. This statement should include a description of the Contractor's operations and maintenance capability on similar size agency bus routes and maintenance and its resources to perform the services described in this RFP. Documentation shall also be included on statement setting forth a list of all entities, public and private, for which the Contractor has performed fixed-route transit services during the past five (5) years, including an identification of the work performed and its current status, and a specific identification of experience in performing services similar to the scope of services in this RFP. This list shall include the current addressees of such entities and telephone numbers of appropriate contact persons. The City may contact any person listed for use as a reference.

MV Transportation was founded in San Francisco by Feysan and Alex Lodde in 1975. Our founders' mission was simple: to provide freedom of mobility to those individuals who did not have access to transit, due to their disability or age. Not only were paratransit services non-existent, but many apartment buildings did not have elevators – facts that illustrate the criticality of the Loddes' work. To serve her passengers, Feysan would carry passengers up and down flights of stairs.

This history still defines who we are as a company: compassionate, forward-thinking, and staunchly committed to delivering critical services to our communities.

Today, MV operates in more than 200 locations within 25 states in the U.S., and two provinces in Canada. We work with public entities like cities, counties, and transit agencies; as well as school districts, universities, and private companies. While our portfolio of customers is diverse, our job remains focused on the efficient and safe mobility of people.

Feysan and Alex Lodde
Founders and owners

From fixed route to paratransit, on demand, shuttle, and black car, our team plays a significant role in mobility today. U.S. owned and privately held, MV offers the City a progressive partnership that has the experience to accomplish your goals – with inventive approaches and utmost flexibility.

Company Statistics

Number of Employees:	19,299
Number of Vehicles:	10,952
2018 Revenue (Audited):	$1.3B
Number of Contracts:	237
Number of Locations:	170
U.S. States and Washington D.C.	25
Canadian Provinces	2
Years' Operating Passenger Transportation Services	44

Company Experience

MV provides passenger transportation services, including commuter service, fixed route, flex route, and demand response transportation. Within our operations, we offer turnkey services including but not limited to fleet and facility maintenance, transit management technologies, labor management, and service model design.

Our approach to our business is simple – we unite industry best practices with state-of-the-art operating concepts to deliver unique solutions to our customers.

- **Fixed Route, Commuter, and Shuttle:** Fixed route, commuter services, employee shuttles all comprise our fixed-route experience. MV is the provider of choice of large, high profile agencies and private customers alike. We work with our clients to deliver passenger facing technologies, best practices in transit management, and solutions in high volume passenger systems.

- **Transit Management:** MV offers management services to customers seeking expert executives to carry out their missions and objectives while reaping the benefits of the company's support structure. Under these contract models, we employ executive directors, general managers, and maintenance executives who direct the transit system, oversee routing and scheduling, identify funding streams, set policy, and manage employees.

- **Fleet Maintenance:** The company's maintenance program is developed based on industry best practices and in conjunction with MV's skilled maintenance professionals. The company's fleet maintenance services continue to protect and extend the life of its transit fleets. Operating in areas of severe and unpredictable weather events (including Las Vegas, Anchorage, Denver, and Orlando) and within

challenging operating environments (New York City's Five Boroughs, the Washington, D.C. metropolitan area, and the Dallas–Fort Worth Metroplex), MV has unparalleled maintenance capabilities.

- **Technology Management and Design:** A leader in transit technology, our team offers service optimization through technology-driven analytics. We offer expert guidance and best practices in call center systems, planning tools, reporting solutions, AVL/GPS technologies, and on-board devices.

Operations and Maintenance Capability in Similar Services

Please see a complete list of MV contracts for fixed-route transit services during the past five years on the following pages.

Calabasas Transit System (Calabasas, CA)

MV began operating the City of Calabasas Transit System (CTS) in 2011. CTS includes the following components:

- Shuttle service, a fixed route service delivered throughout the City, with additional service during peak hours;
- Dial-A-Ride service, which connects senior, disabled, or seriously ill Calabasas residents to locations within City boundaries and to a set of locations outside the City; and
- Weekend trolley service, which performs a loop route in one direction throughout the City on Friday evening and all day Saturday.

MV's team delivers service with a fleet of 11 vehicles, which include CNG, diesel, and gas fuel types.

Please contact Ms. Hali Aziz-Goktapeh, Assistant Transportation Planner at (818) 224-1673 or hgoktapeh@cityofcalabasas.com as a reference for this contract.

Lawndale Beat, City of Lawndale (Lawndale, CA)

MV began operating the Lawndale Beat in 2014. This general public fixed-route service operates on two routes which serve key destinations in the City and offer connections to other transit systems and surrounding communities in the Los Angeles area. MV operates and maintains three, 32-foot accessible CNG buses for this service.

Please contact Mr. Mike Estes, director of community services at 310.973.3272 or mestes@lawndalecity.org as a reference for this contract.

Shuttle Services, Los Angeles County (Los Angeles County, CA)

MV began operation of three shuttle services for the County of Los Angeles in 2014, comprising the following service areas:

- Athens and Lennox;
- Avocado Heights, Bassett, West Valinda, and East Valinda; and
- Florence-Firestone/Walnut Park and Baldwin Hills.

These community fixed-route services transport residents to social service facilities, shopping, recreation, senior centers, Metro Rail stations, and other key destinations.

MV operates and maintains a fleet of eight (8) vehicles, which includes five (5) CNG vehicles. MV is responsible for customer service, scheduling, and dispatch.

Please contact Ms. Vanessa Rachal, administrative services director at (626) 458-5960 or vrachal@dpw.lacounty.gov as a reference for this contract.

Transportation Services, Los Angeles Department of Transportation (Los Angeles County, CA)

Since its first contract with the Los Angeles Department of Transportation (LADOT) in 2001, MV has become the largest provider of services for LADOT. Today, MV operates fixed route, commuter, and paratransit operations throughout LADOT's service area, comprising 228 vehicles; 44 vehicles for the Cityride services, 81 for all DASH services, and 103 for all commuter services.

Central Region Services – MV operates the following service components for this region:

- Cityride Paratransit – MV has provided LADOT's Cityride paratransit services since September 2006. MV's team provides mobility to seniors and persons with disabilities living in the City of Los Angeles.
- DASH (package 4) – MV began providing this fixed-route service in 2003 and retained this contract for another term as a result of its record of excellence.

South Region Services – MV operates the following services in this region:

- Commuter Express (Region 1) – MV began operating this service in 2011, providing commuter service from central to southern Los Angeles.
- DASH (Package 5) – MV has operated a portion of this community fixed-route service since 2006 and began operating a larger portion in 2011.

North Region Services – MV began operating Commuter Express and DASH services in this region in June 2012. MV had previously operated these services prior to 2011.

Please contact Ms. Corinne Ralph, DASH Supervisor/Chief of Transit at (213) 928-9745 or email: corinne.ralph@lacity.org as a reference for this contract.

Go West Shuttle, City of West Covina (West Covina, CA)

Starting March 2014, MV began operating the City of West Covina's fixed-route and paratransit services. Collectively known as the Go West Shuttle, service is delivered with an 11-vehicle fleet of propane and CNG fueled vehicles.

The fixed route operation is a general public service consisting of four routes. The City's Dial-A-Ride program is available to persons 55 years or older and persons with certified disabilities. It is a reservation-based, curb-to-curb service operating within West Covina city limits and portions of Los Angeles County.

Please contact Nikole Bresciani, Assistant City Manager/Public Services Director, at (626) 939-8456 as a reference for this contract.

DowneyLINK, City of Downey (Downey, CA)

MV began operating DowneyLINK public fixed-route service for the City of Downey in 2002. These services are provided within the City on four routes. Service is delivered with a fleet of seven propane vehicles, which is maintained by the City. MV is in its second term with the City.

Please contact Pamela Passow, Director of Parks and Recreation, at (562) 904-7238 and ppassow@downeyca.org as a reference for MV's performance on this contract.

Client List

Account Name	Service Type	Annual Value	Service Start Date	Service End Date	Role Contact: Full Name	Role Contact: Email	Role Contact: Phone
Salem Area Mass Transit District (Salem-Keizer Transit)	Fixed Route	$4,834,726	6/29/2010	Present	Allan Pollock	pollocka@cherriots.org	(503) 910-3288
Suburban Bus Division of the Regional Transportation Authority (PACE)	Fixed Route	$1,572,548	6/6/2008	Present	Dan Peterson	donald.peterson@pacebus.com	(847) 228-4240
Mid Mon Valley Transit Authority	Fixed Route	$3,074,405	6/29/2013	Present	Donna Weckoski	dweckoski@mmvta.com	(724) 489-0880
Milton-Freewater	Fixed Route	$85,736	4/1/2014	Present	Teresa Dutcher	teresa.dutcher@milton-freewater-or.gov	(541) 938-8243
Los Angeles Department of Transportation (LADOT)	Fixed Route	$8,679,365	5/10/2008	Present	Corinne Ralph	corinne.ralph@lacity.org	(213) 928-9745
Burbank	Fixed Route	$1,512,405	8/1/2011	Present	Adam Emmer	aemmer@ci.burbank.ca.us	(310) 238-5359
Los Angeles Department of Transportation (LADOT)	Fixed Route	$15,342,562	6/1/2012	Present	Corinne Ralph	corinne.ralph@lacity.org	(213) 928-9745
Los Angeles Department of Transportation (LADOT)	Fixed Route	$16,607,924	9/11/2011	Present	Corinne Ralph	corinne.ralph@lacity.org	(213) 928-9745
Butler Transit Authority (BTA)	Fixed Route	$956,817	7/1/2017	Present	John H. Paul	jpaul@butlertransit.com	724-283-0445 Ext. 216
Calabasas	Fixed Route	$583,217	8/19/2011	Present	Hali Aziz-Goktapeh	hgoktapeh@cityofcalabasas.com	(818) 224-1673
Los Angeles Metropolitan Transportation Authority	Fixed Route	$23,896,392	10/31/2010	Present	Cathy Rosas	rosasc@metro.net	(213) 922-2875
San Francisco Recreation & Parks Department	Fixed Route	$153,016	2/5/2012	Present	Sean McFadden	sean.mcfadden@sfgov.org	(415) 831-2779
Placer Co Dept of Public Works & Facilities	Fixed Route	$406,838	11/1/2017	Present	Will Garner	wgarner@placer.ca.gov	(503) 745-7582
Alameda	Fixed Route	$151,930	3/22/2010	Present	Rochelle Wheeler	rwheeler@alamedaca.org	(510) 747-7944
Show Low	Fixed Route	$591,551	7/1/2001	Present	Lisa Robertson	lrobertson@showlowaz.gov	(928) 532-4097
San Mateo County Transit District (SamTrans)	Fixed Route	$2,453,702	12/19/2011	Present	Howard Der	hder@actransit.org	(510) 891-7208
Lynwood	Fixed Route	$720,902	4/1/2007	Present	Lorry Hempe	lhempe@lynwood.ca.us	(310) 603-0220 ext. 500
Ventura County Transportation Commission	Fixed Route	$1,438,231	3/2/2015	Present	Aaron Bonfilio	abonfilio@goventura.org	(805) 642-1591 ext.121

CONFIDENTIAL

Account Name	Service Type	Annual Value	Service Start Date	Service End Date	Role Contact: Full Name	Role Contact: Email	Role Contact: Phone
Suburban Bus Division of the Regional Transportation Authority (PACE)	Fixed Route	$509,177	8/24/2014	Present	Melinda Metzger	melinda.metzger@pacebus.com	(847) 228-2302
Regional Transportation Commission of Southern Nevada (RTC)	Fixed Route	$40,376,375	7/7/2013	Present	Cindy Carter	carterc@rtcsnv.com	702-676-1757
Glendale	Fixed Route	$6,095,483	3/31/2002	Present	Kathryn Engel	kengel@glendaleca.gov	(818) 937-8330
Capital Metropolitan Transportation Authority	Fixed Route	$24,774,926	10/1/2015	Present	Dottie Watkins	dottie.watkins@capmetro.org	(512) 389-7484
Black Hawk	Fixed Route	$296,187	1/1/2008	Present	Tom Isbester	tisbester@cityofblackhawk.org	(303) 582-1324
Compton	Fixed Route	$795,035	9/8/2003	Present	John Strickland	jstrickland@comptoncity.org	(310) 605-5585
Carson	Fixed Route	$1,620,064	1/1/2016	Present	Rick Lovely	rlovely@carson.ca.us	(310) 952-1779
Palos Verdes Peninsula Transit Authority (PVPTA)	Fixed Route	$1,354,613	8/1/2015	Present	Martin Gombert	pvtransit@palosverdes.com	(310) 544-7108
Livermore Amador Valley Transit Authority (LAVTA)	Fixed Route	$10,345,271	7/1/2002	Present	Michael Tree	mtree@lavta.org	(925) 455-7564
Coral Gables	Fixed Route	$955,812	12/1/2017	Present	Kevin Kinney	kkinney@coralgables.com	(305) 460-5541
Placer	Fixed Route	$218,331	12/1/2007	Present	Will Garner	wgarner@placer.ca.gov	(530) 745-7582
San Mateo County Transit District (SamTrans)	Fixed Route	$14,733,866	9/30/2001	Present	Ashish John	johna@samtrans.com	(650) 508-7979
Hialeah	Fixed Route	$770,933	11/1/2010	Present	Jorge De La Nuez	jdelanuez@hialeahfl.gov	(305) 681-5757
San Pedro Propery Owners' Alliance	Fixed Route	$85,192	10/1/2012	Present	Stephen Robbins	srobbins@sanpedrobid.com	(310) 832-2183
Charles County Commissioners	Multimode	$5,838,559	7/1/2017	Present	Jeff Barnett	barnettj@charlescounty.org	301-934-0102

CONFIDENTIAL

Account Name	Service Type	Annual Value	Service Start Date	Service End Date	Role Contact: Full Name	Role Contact: Email	Role Contact: Phone
Tulare	Multimode	$2,614,791	10/1/2006	Present	Ross Miller	rmiller@co.tulare.ca.us	(559) 624-7070
Madera	Multimode	$1,528,674			Debra McKensie	dmckenzie@cityofmadera.com	(559) 661-3689
Carson City	Multimode	$760,540	7/1/2002	Present	Graham Dollarhide	gdollarhide@carson.org	(775) 887-2355 # 7583
Corona	Multimode	$1,929,162	9/1/2018	Present	Sudesh Paul	sudesh.paul@coronaca.gov	(951) 279-3763
Okaloosa	Multimode	$2,982,906	1/1/2019	Present	Booker Parker	tparker@myokaloosa.com	(850) 609-7003
Petaluma	Multimode	$1,803,155	7/1/2000	Present	Joe Rye	jrye@ci.petaluma.ca.us	(707) 778-7421
Martin County Board of County Commissioners	Multimode	$1,239,927	2/1/2012	Present	Claudette Mahan	cmahan@martincounty.fl.us	(772) 419-4081
North County Transit District (NCTD)	Multimode	$41,290,334	7/1/2017	Present	Damon Blythe	dblythe@nctd.org	(760) 966-6708
Canby	Multimode	$912,955	7/1/2011	Present	Julie Wehling	wehlingj@ci.canby.or.us	(503) 266-4022 Ext.251
West Hollywood	Multimode	$1,498,763	7/1/2002	Present	Perri Sloane Goodman	pgoodman@weho.org	(323) 848-6370
Lodi	Multimode	$1,944,613	7/1/2003	Present	Paula Fernandez	pjf@lodi.gov	(209) 333-6800 x2667
Fresno County Rural Transit Agency	Multimode	$2,863,118	9/1/2018	Present	Moses Stites	mstites@fresnocog.org	Phone (559) 233-6789
Downey	Multimode	$1,615,515	7/1/2002	Present	Pamela Passow	ppassow@downey.ca.org	(562) 904-7238
San Benito County Local Transportation Authority	Multimode	$1,257,982	1/1/2001	Present	Mary Gilbert	mary@sanbenitocog.org	(831) 637-7665 Ext. 207
Dinuba Area Regional Transit (DART)	Multimode	$261,000	10/1/2009	Present	Blanca Beltran	bbeltran@dinuba.ca.gov	(559) 591-5924

CONFIDENTIAL

Account Name	Service Type	Annual Value	Service Start Date	Service End Date	Role Contact: Full Name	Role Contact: Email	Role Contact: Phone
Fairfield	Multimode	$4,682,718	11/1/1998	Present	Diane Feinstein	defeinstein@fairfield.ca.gov	(707) 434-3808
Loudoun	Multimode	$4,774,276	9/1/2014	Present	Scott Gross	scott.gross@loudoun.gov	571-252-0171
Morro Bay	Multimode	$187,242	7/1/2001	Present	Janeen Burlingame	jburlingame@morrobayca.gov	(805) 772-6263
Barrie	Multimode	$15,685,904	7/1/2015	Present	Rebecca James-Reid	rebecca.james-reid@barrie.ca	(705) 739-4220
Collier	Multimode	$6,500,000	3/31/2016	Present	Michelle Arnold	michellearnold@colliergov.net	(239) 252-5841
San Mateo County Transit District (SamTrans)	Multimode	$2,576,784	11/8/2003	Present	Ashish John	johna@samtrans.com	(650) 508-7979
Omnitrans	Multimode	$11,790,328	7/2/2015	Present	Erin Rogers	erin.rogers@omnitrans.org	(909) 379-7100
Cary	Multimode	$3,859,738	10/1/2010	Present	Kelly Blazey	kelly.blazey@townofcary.org	(919) 462-2080
West Covina	Multimode	$990,625	3/3/2014	Present	Chris Freeland	chris.freeland@westcovina.org	(626) 939-8443
Regional Transportation Authority in Corpus Christi, Texas	Multimode	$3,743,708	1/1/2003	Present	Rosa Villarreal	rvillarreal@ccrta.org	(361) 903-3510
Santa Clarita	Multimode	$22,600,656	8/2/2008	Present	Adrian Aguilar	aguilar@santa-clarita.com	(661) 295-6305
Ashtabula Commissioners	Multimode	$1,197,974	1/1/2004	Present	Carol Lennon	carol.lennon@jfs.ohio.gov	440-994-2502
Roseville	Multimode	$4,183,380	7/1/2001	Present	Mike Dour	mdour@roseville.ca.us	(916) 746-1304
Tulare	Multimode	$3,014,622	7/1/2004	Present	Darlene Thompson	dthompson@ci.tulare.ca.us	(559) 684-4227
Elko Area Transit Service	Multimode	$533,328	10/1/2013	Present	Abigail Wheeler	awheeler@elkocountynv.net	(775) 748-0359

CONFIDENTIAL

Account Name	Service Type	Annual Value	Service Start Date	Service End Date	Role Contact: Full Name	Role Contact: Email	Role Contact: Phone
Union City	Multimode	$3,208,235	7/1/2000	Present	Travis Haung	travish@unioncity.org	(510) 675-5409
Western Contra Costa Transit Authority (WestCat)	Multimode	$5,599,624	7/1/2000	Present	Charles Anderson	charlie@westcat.org	(510) 724-3331
Microsoft Corporation	Multimode	$21,603,587	7/1/2005	Present	Lynn Frosch	lynn.frosch@microsoft.com	(425) 707-5162
Monterey-Salinas Transit (MST)	Multimode	$10,219,734	7/18/2004	Present	Robert Weber	rweber@mst.org	(831) 393-8108
Rowan County Government on behalf of Rowan Transit System (RTS)	Multimode	$1,098,157	8/1/2003	Present	Gary Price	gary.price@rowancountync.gov	(704) 216-8888
Putnam Transit/PART Paratransit	Multimode	$2,801,832	4/1/2014	Present	Vincent Tamagna	vincent.tamagna@putnamcountyny.gov	(845) 878-3480
Regional Transportation Commission of Southern Nevada (RTC)	Multimode	$722,208	8/3/2014	Present	Dan Howland	howlandd@rtcsnv.com	(702) 676-1813

CONFIDENTIAL

Account Name	Service Type	Annual Value	Service Start Date	Service End Date	Role Contact: Full Name	Role Contact: Email	Role Contact: Phone
Kings County Area Public Transit Agency (KCAPTA)	Multimode		7/1/2003	Present	Angie Dow	angie.dow@co.kings.ca.us	(559) 582-3211 ext. 2691

CONFIDENTIAL

2. Management Structure and Key Personnel

An explanation of the proposed management structure, including an organizational chart and identification of the General Manager, Manager of Operations, Manager of Maintenance, and other key personnel, with resumes setting forth their qualifications for each position provided in appendix. The description should include the record of the project team in working together on similar assignments.

MV's proposal promotes cost efficiency by leveraging the existing resources of its Paramount location, but MV also brings the talent and support more than 100 managers, dispatchers, road supervisors, mechanics, vehicle service workers, and safety training professionals from its Paramount location to the Compton service. This plan allows the City to continue to benefit from the experience of MV's Paramount team and provides the City a highly cost-effective plan to provide superior service through the next contract term.

Dedicated and Experienced Management Team

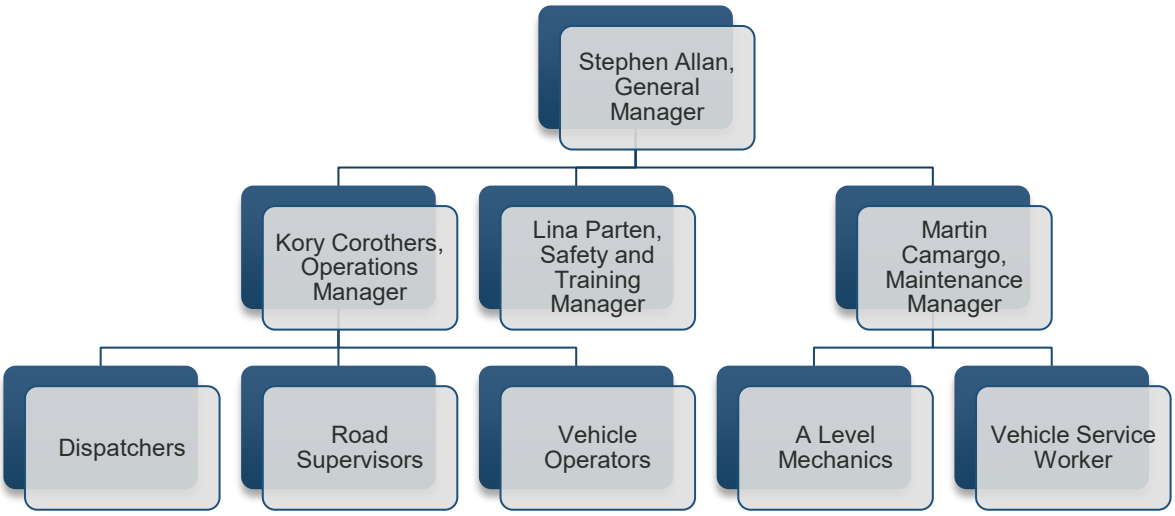
MV is the largest provider of privately contracted fixed route and paratransit services in California. Within the Southern California/greater Los Angeles Metropolitan area alone, MV operates more than 700 fixed-route transit buses and provides more service than any other contractor on behalf of the Los Angeles Department of Transportation (LADOT).

MV's general manager, Stephen Allan is a tenured and dedicated leader for the Compton Renaissance Transit System. Steve is the Compton Renaissance contract since 2008. Martin Camargo has been with the contract from the initial start date.

Kory Corothers, Steve Allan, Lina Parten, and Martin Camargo work together daily to manage the following contracts out of MV's Paramount Division 14:

- Compton Renaissance
- Lynwood Fixed Route
- Downeylink Fixed Route
- Downey Dial-A-Ride
- Lawndale Fixed Route
- Norwalk Dial-A-Ride
- Rosemead Fixed Route and Dial-A-Ride

- LA County Willowbrook Dial-A-Ride
- LA County King Medical
- LA County Athens/Lennox
- LA County Florence/Firestone
- LA County Avocado Heights/ Valinda



Stephen Allan, General Manager

Please see Mr. Allan's resume provided at the end of this section.

Mr. Stephen Allan oversees all operations activities for the Compton Renaissance Transit System. Steve joined MV in 2008 and he provides insight, support, and mentorship to MV's On-Site and Operations Manager, Kory Corothers, as well as Martin Camargo, and Lina Parten.

Mr. Allan brings 30 years of experience to the City of Compton operations and has extensive experience managing teams as large as 600 employees, including vehicle operators, dispatchers, reservationists, technicians, sales teams, and administrative staff. Steve has a long and established career

in transportation holding positions as a vehicle operator, accountant, and general manager. As president and owner of his own Super Shuttle Franchise, Stephen increased revenue from $7 million a year to more than $13 million.

Steve served on the Board of Directors of Super Shuttle, Inc. and served on the Board of Directors for Orange County Tourism Council.

Kory Corothers, Operations Manager

Please see Mr. Corothers' resume provided at the end of this section.

Mr. Kory Corothers brings more than 20 years of transportation experience to the City, including supervisory and management experience. In his current role, Kory is responsible for the daily management of the Compton Renaissance Fixed Route service as well as other contracts serving the County of Los Angeles. Mr. Corothers oversees the operation of 81 vehicles, 118 operators, and a staff of six road supervisors and four dispatchers. He also oversees operator scheduling and reporting.

Kory ensures the operations he supervises are safe and efficient at all times and are compliant with the requirements of the contract. He is successful through a hands-on approach, often mentoring operators in the field and making sure his staff has the resources they need to complete their duties.

Prior to his current position, Kory served as a road supervisor for the Paramount location. He conducted field evaluations, on-street monitoring, and behind the wheel training to ensure safe operations. Kory was also responsible for accident/incident investigation and reporting, and for monitoring adherence to safety and service regulations.

Throughout his tenure with MV, Kory has been an excellent leader, developing strong relationships with MV's clients, employees, passengers, and Paramount staff. Prior to joining MV, Kory worked at Watts Labor Community Action Committee in Los Angeles, California. When not in the office, Kory is available to City staff via cell phone 24/7.

Lina Parten, Safety and Training Manager

Please see Ms. Parten's resume provided at the end of this section.

Lina Parten began her transportation career as a vehicle operator for MV in 2004. Since then she moved through several leadership positions including lead dispatcher, road supervisor, instructor, and operations manager. Today, Lina is MV Compton's safety and training manager. For the past 9 years she has overseen all safety and training practices and conducts regular audits to ensure all safety goals.

Lina's resume illustrates her ability to exceed expectations, rise to opportunities and take on new industry knowledge. She has a working knowledge of Trapeze, experience with reporting and the ability to conduct audits for safety policies and procedures. Lina manages training for more than 100 employees and maintains drug testing to meet regulation. She counsels and performs DriveCam reviews and manages both safety meetings and on-road instruction for driving staff.

She holds an Associate of Arts Degree in HR and Business from Cerritos College and University of the Pacific Eberhardt School of Business for Transit Paratransit Management. Her training certifications support her ability to conduct training as a certified instructor in TSI/FTA Bus Collision Prevention, Investigation, and Reasonable suspicion. Additionally, she carries a certification in DMV Testing and Examination.

Martin Camargo, Maintenance Manager

Please see Mr. Camargo's resume provided at the end of this section.

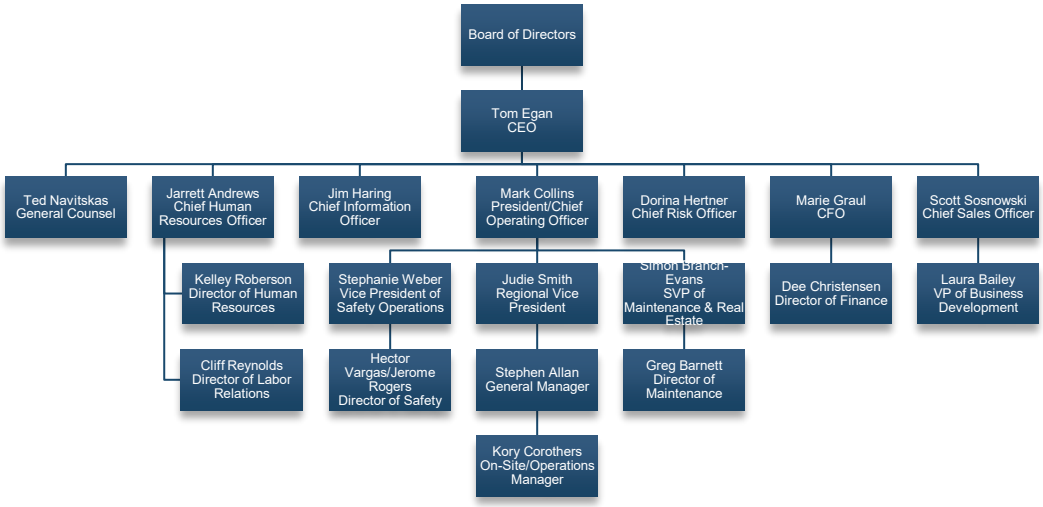
Martin Camargo has worked as MV's maintenance manager in Paramount since 2001. A skilled supervisor with an extensive maintenance background, he draws from his 25 years of experience to manage a team of nine technicians, four vehicle service workers, and one clerk.

During his tenure at Paramount, Martin and his team have also transitioned into a primarily CNG maintenance environment. MV's team of technicians has completed CNG-specific training.

Using the Trapeze Enterprise Asset Management software, he handles all warranty issues and runs client reports. Martin is ASE Certified in Preventive Maintenance Inspections, Brakes, and Heating/AC, and is certified as an MCS Qualified DOT Brake Inspector. He has completed South Coast Air Quality Management District Training in refrigerant recovery and International Mobile Air Conditioning Training.

MV's Organizational Structure

MV Transportation, Inc. is a C corporation that was incorporated in the State of California in 1978. The firm is headquartered in Dallas, Texas, where MV's executive team is based, as well as all company human resource, public relations, legal, and IT departments. We also maintain support offices in Elk Horn, Iowa and in Northern California. Today, MV operates in 25 states, and through its subsidiaries, internationally. Within North America the company has established operational regions, each with assigned support teams that comprise directors of safety, maintenance, and finance, labor relations, and human resources. The City of Compton will have the ongoing support of industry experts who are empowered and authorized to make decisions on behalf of the organization. Leading MV's regional team is Regional Vice President Judy Smith reports directly to Chief Operating Officer Mark Collins.



MV's Regional Team

Judie Smith, Regional Vice President, Operations

Judie Smith oversees all operations for the City of Compton. For more than 20 years, Judie has managed privately contracted transportation programs in Southern California, bringing on-road operations to customers' expectations.

She began her career with Mayflower in 1990 as an office manager and was assigned her first general manager post for the Pomona Valley Dial-A-Ride Services in 1991. She went on to manage systems for Los Angeles Department of Transportation, Long Beach, Access Services, among many others. After

serving as a district manager for Laidlaw Transit Services for four years, Judie joined MV, overseeing seven operating contracts from its Paramount California location. She was promoted to regional vice president in 2007 and has been integral in MV's expansion throughout Southern California.

Hector Vargas, Director of Safety

Hector Vargas is the director of safety for MV's Los Angeles-based operations and visits the Paramount location two to three times a month. Bringing 20 years of experience to MV's regional team, Hector has overseen the safety efforts of some of the largest contracted transit operations in the Los Angeles area. He works closely with these operations to ensure that all safety and training procedures are within the standards of the company and its clients. He conducts audits of all safety and security-related operations and works with the local team to garner any additional support needed in this critical area.

Hector joined MV in 2007 as a safety manager at MV's 70-bus commuter operation in Los Angeles. Previously, he worked with Laidlaw Transit Services. He began his career in safety management in 1998 when he became a certified behind the wheel trainer. Hector is also a certified Smith System Instructor.

Greg Barnett, Director of Maintenance

Greg Barnett brings more than three decades of fleet maintenance experience, including fleets CNG and propane vehicles.

Previously, Greg oversaw the maintenance of 172 CNG buses and cutaways for the Orange County Transportation Authority's (OCTA). He worked with their maintenance team based in Anaheim to make certain any failure root-causes were identified and shared – thereby ensuring proactive maintenance and repair across all vehicles of similar make and models. Under Greg's leadership, MV surpassed OCTA's expectations relative to on-time preventive maintenance, fleet maintenance audits, and road call response. Before joining MV, Greg oversaw multiple facilities for Transportation Concepts in Southern California. He served as the maintenance manager for First Student in Corona from 2007 through 2010, maintaining a fleet of more than 250 school buses.

He is medium/heavy duty truck ASE certified for gasoline engines, diesel engines, brakes, suspension and steering, electrical/electronic systems, and preventative

maintenance inspection. He also possesses transit bus ASE certifications for compressed natural gas engines, and preventative maintenance and inspection.

Dee Christensen, Director of Finance

Ms. Dee Christensen is responsible for budget analysis, financial reporting, billing, accounts payable, accounts receivable, and all other accounting functions for the operations within this region. Her finance and accounting experience spans 16 years. Dee ensures that MV's local operations maintain their financial records according to best practices and our high standards of accuracy and transparency.

Dee joined MV in 2006 as a senior accountant and has held multiple executive and finance roles. Prior to joining MV, Dee held the position of Assistant Controller for Perfection Learning Corporation based in Logan IA. Here, she was responsible for more than 20 operating divisions' financial statements, reconciliation, performance reporting, compliance with financial guidelines, budgeting, and identifying financial concerns with plan for recovery. Dee holds a Bachelor of Science in Accounting from the University of Nebraska, Omaha.

Casey Pratt, Director of Labor Relations

Mr. Casey Pratt will be responsible for leading labor relations efforts in the Southern California, LADOT, and Southwest regions. He will also provide strategic labor relations direction, negotiating collective bargaining agreements, and managing union relationships.

Management Team Resumes

Stephen Allan

CONFIDENTIAL

General Manager

Mr. Stephen Allan is MV's proposed general manager for the Compton Renaissance Transit System.

Summary of Qualifications

- Oversees multiple transportation contracts at MV's Paramount, CA facility
- 30 years of experience as a transportation professional
- Extensive experience in labor negotiations
- Start-up and implementation expert
- Deep service knowledge of the Los Angeles area

Experience

General Manager, MV Transportation, Inc. (Paramount, CA)
2008 to Present

- Oversees multiple transportation contracts at MV's Paramount, CA facility
- Mentors staff at MV's locations and monitors staff performance
- Manages MV's union relationship with Teamsters Local 952 and addresses all union grievances
- Works closely with the maintenance manager to ensure vehicles are maintained to client standards
- Works with operations staff to ensure all safety standards are met
- Serves as a member of MV's Location Safety Committee
- Communicates with clients on a regular basis
- Attends weekly meetings with client staff
- Negotiated the Company's current Collective Bargaining Agreement with the Teamsters Local 952
- Oversaw the successful startup of additional service

General Manager, Super Shuttle (Orange County, CA)
1998 to 2007

- Managed operation for airport shuttle service and Disney Cast Shuttle Program
- Worked with airport landside operations and curb operations
- Oversaw accounting functions, including payroll, AP/AR and subcontractor billing
- Addressed human resources issues
- Mentored staff and assisted every department with daily operations
- Oversaw budget and revenue to assure all expenses were consistent with the plan. Ensured revenue goal was met or exceeded

President/Franchise Owner, Super Shuttle (Orange County, CA)
1994 to 1998

- Oversaw the daily operation of 100-vehicle service which included airport vans and contract buses with revenue of more than $13 million
- Directed and oversaw all facets of the operation, including accounting, maintenance, and administrative functions
- Managed a staff of 300, including drivers, reservationists, dispatchers, mechanics, and administrative staff

Stephen Allan

CONFIDENTIAL

General Manager

General Manager, Super Shuttle (Los Angeles, CA)
1991 to 1994

- Managed daily operation of a 240-vehicle fleet which provided shuttle services to the Los Angeles International Airport, Orange County Airport, Burbank Airport, and Ontario, CA Airport
- Oversaw all operations, maintenance, sales, and administrative functions
- Managed a team of more than 600 drivers and 100 reservationists and dispatchers

Accountant/Payroll, Super Shuttle International (Los Angeles, CA)
1986 to 1991

- Managed in-house payroll for all Super Shuttle cities, including weekly payroll, timecard management, cashiering, W-2s and payroll taxes
- Managed payroll department staff
- Assisted controller with budgets, Monthly P&L, cost analysis, and year-end audits

Accountant, 24-Hour Airport Express (La Habra, CA)
1986 to 1991

Accountant/Driver, 24-Hour Airport Express (La Habra, CA)
1982 to 1984

Education and Training

Cal State University Fullerton
Bachelor of Arts – Business Administration

Professional Affiliations & Awards

Orange County Tourism Council
1997 to 2008

- Board of Directors

Super Shuttle International, Inc.
1998 to 2003

- Board of Directors

CONFIDENTIAL

Kory Corothers

Operations Manager / On-Site Supervisor

Mr. Kory Corothers is MV's proposed operations manager the Operations of Compton Renaissance Transit System.

Experience

Project Operations Manager, MV Transportation (Paramount, CA)
2005 to Present

- Responsible for the daily management of four (4) separate contract services in Los Angeles County
- Contracts include four for City Contract, Compton, Lynwood, and three Los Angeles County Contracts.
- Oversight of on-road operations of 81 vehicles and 118 drivers
- Oversees staff of road supervisors and dispatchers
- Ensure that service operates in a safe and efficient manner
- Ensures contract compliance
- Ensures proper scheduling of drivers
- Prepares daily and monthly reports
- Ensures attendance enforcement

Road Supervisor
2001 to 2005

- Ensured the safe and efficient operation of all vehicles according to contract requirements
- Conducted field evaluations and on-street monitoring
- Assessed vehicle condition, operator performance, and ensure service and safety rule adherence
- Responsible for accident/incident investigation

Operations Assistant, Watts Labor Community Action Committee (Los Angeles, CA)
1994 to 2001

- Ensured monthly and daily reports were completed
- Responded to accident/incidents and insured proper reporting
- Monitored weekly schedules, conducted classroom training, safety meetings, and behind the wheel training

Road Supervisor
1993 to 1994

- Conducted daily roll out and monitored drivers performance
- Prepared schedule adherence reports, conducted safety meetings, driver interviews, and assisted in the maintenance department

Education and Training

- Santa Monica Community College
- Southwest Community College
- Ted Watkins Sports Club – President
- Watts on the Move Your Organization – President
- Watts Neighborhood Council – Treasurer - California State Los Angeles Civic University
- Transit Managers Course- University of Pacific

CONFIDENTIAL

Kory Corothers

Operations Manager / On-Site Supervisor

Professional References

Michael Lee
- (818) 834-6738
- Operations Manager, MV Transportation – Carson

Martin Ward
- (905) 424-0490/ (416) 606-0997
- Manager, MV Transportation- Canada

Satra Zurita
- (310) 605-5505
- Senior Administrative Analyst, City of Compton

Lawena Pete
- (760) 684-1476
- General Manager, MV Transportation- Carson

Lupe Flores
- (626) 757-7771
- Asst. General Manager, MV Transportation- West Covina

John Zeigler
- (626) 458-5914
- Transit Operations- Los Angeles County-DPW

John Strickland
- (310) 605-5505
- Transit Operations, City of Compton-DPW

Eugenia Thomas
- (626) 458- 3952
- Transit Operations- Los Angeles County-DPW

Martin Camargo

CONFIDENTIAL

Maintenance Manager

Mr. Martin Camargo is MV's proposed maintenance manager for the Compton Renaissance Transit System.

Summary of Qualifications

- Tenured and versatile professional with over 20 years of maintenance experience
- Holds three ASE certifications including T4, T7, and T8
- Seasoned classroom and hands-on trainer
- Excellent organizational and prioritization skills
- Experience with CNG vehicles including BlueBird, El Dorado, Transmarks, E-Z riders, MCI's, Thomas, Ford F-550, Ford E-450, and Chevy.
- Successfully passed all administered local, State, and Federal inspections
- Coordinates on-site vendor training and promotes ASE training program for all technicians
- Monitors quality assurance of all shop employee work, including 10 percent re-rack program

Experience

Maintenance Manager, MV Transportation, Inc. (Paramount, CA)
2001 to Present

- Provides fleet management to Compton Renaissance Transit System
- Communicates and instills a strict safety culture
- Strong knowledge of engineering concepts, including electrical, hydraulic, and mechanical systems
- Ensures proper maintenance of onboard technology including MDTs, DriveCam, radio systems, and security camera systems
- Oversees eight maintenance staff members working two shifts
- Diagnoses engine and drivability issues
- Manages shop labor schedules, improving productivity and efficiency
- Administers Trapeze EAM maintenance management software program to support accurate costing and records
- Maintains preventive maintenance program at 100 percent PMI on-time performance
- Analyzes repair and road failure data to solve the cause
- Coordinates with operations to enable the proper quantity of vehicles for the pull out each day
- Supervises cleaning of the fleet to exceed expectations of the contract
- Controls and monitors inventory and ensure proper vehicle maintenance files

Maintenance Manager, R & D Transportation (Los Angeles, CA)
1999 to 2001

- Oversaw all aspects of maintenance
- Responsible for staff classroom and hands-on training
- Supervised hiring, maintenance schedules, and shifts
- Managed all work orders
- Controlled parts inventory
- Ensured proper vehicle maintenance files

Martin Camargo

CONFIDENTIAL

Maintenance Manager

Lead Mechanic, Laidlaw Transit Services (Paramount, CA)
1995 to 1999

- Performed advanced repair tasks
- Served as a shift leader as needed

Mechanic, Laidlaw Transit Services (Los Angeles, CA)
1990 to 1995

- Performed all repairs as needed

Certifications

- Training and Examination Required by SCAQMD for Refrigerant Training in CFC-12 for Refrigerant Recycling and Service Procedures
- Training in R-12 for Refrigerant Recycling and Service Procedures
- Completed Trans/Air Factory Maintenance and Service Course
- Completed Cummins Engine Workshop
- Completed InSite 5-3 Diagnostics Requirements
- Certificate for Completion of Caterpillar Engine Training
- Certificate of Achievement for Fleet Electrical System
- Certificate of Completion of Life Training Seminar for Braun Mobility Products
- Certificate of Completion of Operation and Maintenance of Braun Wheelchair Lifts
- Certificate of Completion of Training of Mirage F9A, F9B Eclips Wheelchair Lifts
- Certificate of Completion of Training of S-Series Wheelchair Lifts
- Certificate of Completion of Step-Life Service Seminar
- Certification of Qualified D.O.T. Brake Inspector
- Certified in the Operation and Maintenance of Amerex Vehicle Fire Suppression Systems
- Certified in the Operation, Maintenance, and Repair of Amerex Modular Vehicle Fire Suppression
- Certificate of Achievement of the Truflex/PANG Tire Repair Seminar
- Certificate of Completion of Wheel End - Installation
- Certificate of Completion of Commercial Bus Maintenance Workshop

CONFIDENTIAL

Lina Parten

Safety and Training Manager

Ms. Lina Parten is MV's proposed safety and training manager for Compton Renaissance Transit System.

Experience

Safety and Training Manager, MV Transportation, Inc. (Paramount, CA)
2009 to Present

- Oversee all safety and training practices and functions for nine contracts with 81 vehicles and 128 employees
- Serve as project manager of contracts based in Paramount and satellite locations
- Serve as safety official and liaison to local authorities that support safety and emergency preparedness
- Conduct audits to ensure compliance with corporate safety policies and procedures, also conduct on-site safety audits
- Gather and analyze information on safety issues or accidents and develop solutions or alternative methods to maximize safe practices
- Ensure drug and alcohol testing is conducted by FTA and DOT regulations
- Complete all DriveCam review and counseling

Operations Manager, MV Transportation, Inc. (Paramount, CA)
2007 to 2009

- Managed daily operation of the Compton service, which included a fleet of four cutaways and one trolley
- Completed NTD reporting for DowneyLINK, Norwalk, Lynwood, and Compton services
- Oversaw seven buses for the daily operation of the DowneyLINK service

Lead Dispatcher/Road Supervisor/Instructor, MV Transportation, Inc. (Paramount, CA)
2006 to 2007

- Supported 118 operators and 80 service vehicles for nine (9) contracts
- Managed LADOT customer complaint system
- Complete on-road instruction of new hires and retraining of current driving staff
- Conducted and presented at monthly safety meetings
- Trained staff in the use of Trapeze software for the dial-a-ride system

Vehicle Operator, MV Transportation, Inc. (Paramount, CA)
2004 to 2006

- Transported passengers for Cerritos on Wheels fixed route service

Lina Parten

CONFIDENTIAL

Safety and Training Manager

Education, Training, and Certifications

University of the Pacific Eberhardt School of Business (Stockton, CA)
- Transit Paratransit Management Certificate

Cerritos College, Cerritos, CA
- Associate of Arts Degree in HR, Business

Certifications and Additional Training
- 2008 – California DMV Employer Testing Examiner Certified
- 2008 – TSI/FTA Bus Collision Prevention & Investigation
- 2007 – Norwalk Adult School – Advanced Excel
- 2006 – TSI/FTA Certified Instructor
- 2006 – TSI/FTA Reasonable Suspicion

3. Financial Viability

A certified financial statement reflecting the financial condition of the Contractor, including a full and detailed presentation of the true condition as of December 31, 2018 of the Contractor's assets, liabilities, and net worth. In the event that the Contractor's fiscal year is reported on a basis other than calendar year, the latest annual financial report along with a current financial report (balance sheet and profit/loss statements) will be acceptable.

The Contractor shall also disclose any adverse financial information or condition (including bankruptcy or insolvency) regarding the Contractor that has arisen since the date of the latest audited or certified financial statement.

MV is a privately held firm that has neither been bought by nor merged with another firm. The lack of this debt load associated with such transactions has allowed MV to control interest costs and keep money in the pockets of its customers and employees and out of those of lenders.

Please refer to MV's bank letter in the confidential envelope with MV's audited financial statements with the original proposal submittal.

The Company's financial position is solid and has strengthened over the last two years as evidenced by the increase in working capital and working capital current ratios. The Company has financial resources and wherewithal to meet its financial obligations. For more information regarding the financial viability of MV, please contact Marie Graul chief financial officer, at (972) 391-4600.

MV has experienced no adverse financial condition since the date of its latest confidential audited financial statement.

4. Operation Plan

This statement should include any strategies or concepts of the Contractor for enhancing service quality, reducing cost, or otherwise improving the productivity or performance of the services described in this RFP. The Contractor shall discuss, in as much detail as possible, its proposed operation plan, including but not limited to, the following: (A) Driver recruitment, hiring, training and evaluation (B) Dealing with passenger disturbance (C) Dispatching (D) On-street supervision (E) Drug testing policy (F) Driver on-board security (G) Documentation and Maintenance of project records (H) Response to vehicle breakdowns (I) Employee incentive (J) Staffing (K) Living wage (L) Vehicle maintenance (M) Start up plan (N) Equal Employment Opportunity/Affirmative Action (O) Disadvantage Business Enterprise (DBE) (P) CNG experience and management (Q) Safety

Operator Check In

When the operator reports to the MV facility, they check in at dispatch. The operations manager/site supervisor, Kory Corothers or a road supervisor is present. The dispatcher marks the operator as present and hands the operator his or her vehicle assignment, provides any written notices regarding service adjustments, changes, or announcements, and performs a “fit for duty” review of the operator. This review includes a uniform check, reasonable suspicion evaluation, and a review of each operator’s license.

Daily Vehicle Inspections

After the operator checks in with dispatch, they proceed to the yard and locate their vehicle. Then they initiate the daily vehicle inspection (DVI, or “pre-trip”) using MV’s standard pre-trip inspection forms. All areas of the vehicle are inspected and results are documented.

During peak pullout periods, at least one supervisor is in the yard to oversee the DVI process. This person monitors operators as they perform these inspections, respond to questions operators may have, and ensure a timely and coordinated pullout.

If the operator detects an issue with the vehicle that presents a safety hazard and prevents the vehicle from leaving the yard and entering service, the operator notifies dispatch, who contacts the on-duty mechanic. The mechanic determines if the issue can

be quickly rectified (for example, a bulb replacement), or the vehicle should be pulled from service (for example, the brakes are not operating properly).

If the vehicle must be pulled from service, the mechanic communicates the change with the dispatcher, who assigns a backup vehicle (which is already pre-tripped), to the operator. The mechanic places the vehicle out of service and performs all required Lock-Out-Tag-Out procedures.

If the mechanic can make the repair quickly and easily, they do so, and the operator notifies dispatch as they depart the yard and proceeds to the first stop.

If the operator does not detect a safety-related defect that would prevent the vehicle from entering service, the operator notifies dispatch as they leave the yard and proceed to the first stop.

Fueling

After leaving the yard, operators fuel the vehicles at the fueling station before their first pickup at the transit station.

Route Initiation

Operators check in with dispatch whenever departing or arriving scheduled stops and this data is entered into a database for record keeping and reporting purposes.

Upon arrival at the first stop, the operator changes the vehicle head sign from “Out of Service” to the proper route number and name. If the operator is early, he or she will not leave the stop until the first scheduled departure time.

The operator proceeds to the next stop at the scheduled departure time. MV’s dispatch team continually monitors service delivery in order to quickly resolve any issues that arise.

Standby Operators and Backup Service

MV’s supervision, safety, and maintenance programs minimize the number of delays, preventable incidents, and roadcalls experienced in the system; however, MV’s team will be prepared for these unfortunate events should they occur.

A core component in service reliability is the appropriate deployment of backup service. MV’s operational plan includes the following measures to ensure service reliability, minimize deadhead, and improve operational efficiency:

- Assignment of extraboard shifts during peak hours
- Daily assignment of standby operators

- Assignment of pre-tripped, standby vehicles at the operating facility
- Support vehicles dedicated to operator relief

Extraboard Operators

Extraboard operators are available as backup when operators do not arrive to work on time and as scheduled due to vacation or illness. Upon becoming aware of a driver deficiency, the dispatcher places a call to an extraboard operator alerting them of the available shift. When they arrive at the division, they are provided route paddles to assist them in throughout the service day.

Standby Operators

Standby operators are posted at the facility and are available to relieve service in the event of an operator illness, roadcall, or any incident that results in a vehicle being placed out of service for any extended period.

When a standby service is required, the standby operator will respond directly to the scene of the incident, and when necessary, meet the in-service vehicle in order to efficiently transfer passengers. The standby operator will continue the remainder of the route until the shift ends or until otherwise directed by dispatch.

Backup Vehicles

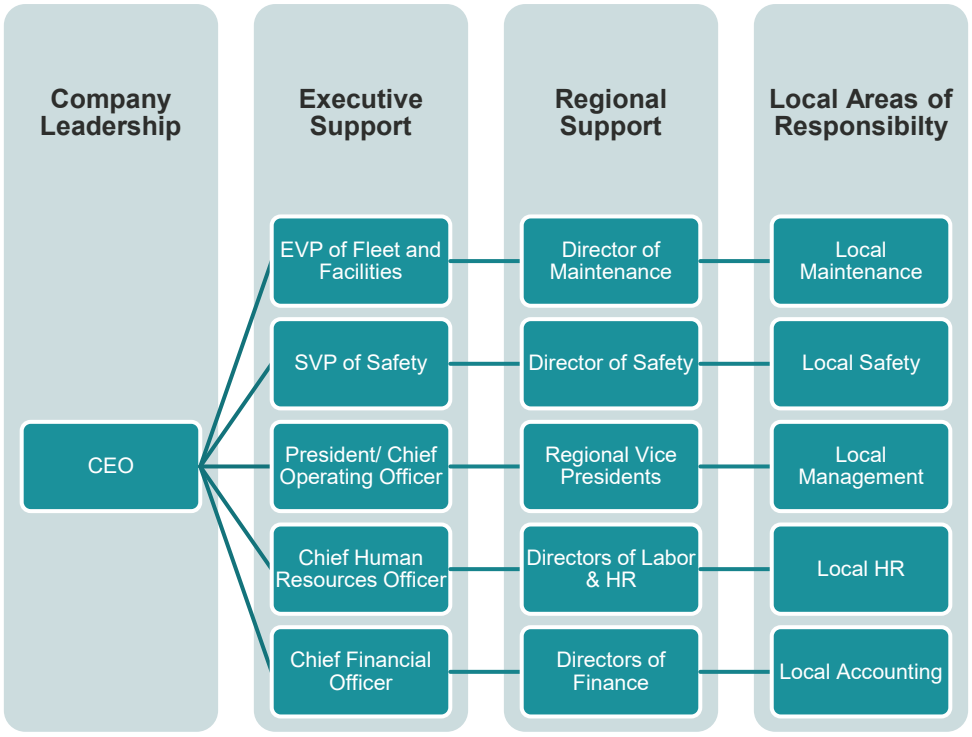
Backup vehicles are pre-tripped vehicles parked at the operating facility. These vehicles are available for use in the event of a service disruption such as a vehicle incident or roadcall.

End of Operator Shift

When the operator has completed their shift, they notify dispatch and head to the yard. The operator ending their shift performs a walkthrough of the vehicle to collect any items left on board and dispose of any trash. Then the operator performs a post-trip inspection.

Quality Assurance Program

Our company's organizational structure provides leadership and support to the local team. This support structure confirms safe, professional, and efficient service is delivered daily.



MV support structure

We offer our customers a cross-functional quality assurance (QA) program that promotes excellence throughout the operation. This program is summarized in the table below. During the term of the contract, our team may adjust these inspections to accommodate specific needs of your service, based on your request and our experience in similar services.

Auditor	Type of Inspection	Frequency	Description
Regional Vice President ***Judie Smith***	*Performance Metrics*	Semi-monthly	Regional Vice President Judie Smith has access to MV's online performance metrics dashboards through Viewpoint/Transit Miner/Microstrategies [CADAVL reporting system]. She reviews the performance of service to ensure adherence to company and customer standards.

Auditor	Type of Inspection	Frequency	Description
Regional Vice President ***Judie Smith***	*Customer Satisfaction*	Monthly	Regional Vice President Judie Smith will meet (in person or via telephone) with the City of Compton staff regularly to gauge satisfaction with the company's operations. These discussions offer an excellent opportunity to discuss current challenges, successes and areas requiring improvement.
Regional Vice President ***Judie Smith***	*Audit Scheduling and Review*	As needed	Regional Vice President Judie Smith works with the regional team to establish a schedule of audits. She reviews each audit upon completion and work with the regional team to create and complete an action plan as needed.
Director of Safety ***Hector Vargas***	*Safety Audits*	Annual	The safety audit is a full-day inspection of the operating facility in which the regional director ensures all safety elements are in place and performing as designed. The location is audited for compliance with company and customer safety policies, rules, regulations, standards, codes, procedures and requirements. During this review, all employee training files are reviewed for compliance. All safety-related programs, issues, awareness and reporting are reviewed for effectiveness and recommendation.
Director of Maintenance ***Greg Barnett***	*Facility Audits*	Annual	Facility audits include an inspection of the operating facility and preventive maintenance inspections of all facility systems and sub-systems. In addition to facility audits, locations undergo annual fire inspections and insurance underwriter inspections.
Director of Maintenance ***Greg Barnett***	*Shop Audit*	Semi-Annual	This audit includes a review of the facility, environmental compliance, tools and equipment, office administration, records and maintenance safety and training. If needed, an action plan will be developed to resolve any issues identified.

Auditor	Type of Inspection	Frequency	Description
Director of Finance ***Dee Christensen***	*Monthly Financial Statement Review Call*	Monthly	Together, Director of Finance Dee Christensen and Regional Vice President Judie Smith review the income statements and general ledger during month-end close. This process confirms MV's books are accurate and align with budget forecasts.
Maintenance Manager ***Martin Camargo***	*Preventive Maintenance Inspection "Rerack"*	10% of all PMs Per Month	To review the quality and completeness of preventive maintenance inspections. The inspector will completely re-inspect 10 percent of the fleet under the PM inspection to ensure completeness.
Safety and Training Manager ***Lina Parten***	*Safety Inspections*	Monthly	The safety manager performs safety inspections of the facility work environment monthly. Deficiencies are identified, documented, and corrected. All findings are reported to the regional director of safety, who will follow up on these items during the semi-annual audits.

Operational Control Programs

Road Supervision and Operator Evaluations

Road supervisors are stationed in the service area and are available to respond to any in-field issues that affect service delivery. This includes but is not limited to incidents, passenger disturbances, medical emergencies, vehicle breakdowns, and/or service delays/detours. When needed, they mitigate these service challenges and work with the operator and dispatchers to expediently resume service. Road supervisors perform operator evaluations, which occur daily and include ride checks/ride alongs, mobility device securement spot checks, and pull out inspections. These evaluations ensure that each operator is performing his or her duty in the correct and safe manner. Observations made may be used to identify retraining needs. All evaluation forms are retained in each operator's file.

Dispatch Monitoring

Dispatchers continually monitor service throughout the day to ensure routes remain on time and on schedule. They respond to vehicle operators' requests for assistance, coordinating replacement vehicles as needed.

The operations manager/on-site supervisor, Kory Corothers oversees the dispatch office to confirm operators receive appropriate and responsive support. This person monitors

call hold times to make sure calls are responded to in an efficient manner and they are available to respond personally to callers requesting to speak to a supervisor.

Technology to Manage and Monitor Service

Please see a copy of our Syncromatics brochure in the appendix of this proposal.

The Syncromatics system is in use at several MV operations. MV's team is proficient in extracting statistical data comprising from vehicle operator log in time to vehicle real-time route tracking and other monitoring indicators.

The company's dedicated on-time monitoring personnel will consistently monitor and manage the service routes using Syncromatics to include, but not limited to the following reportable details:

- Real-time bus locations
- Vehicle operators log in time to ensure timely yard pull-outs
- On-time performance; by route, vehicle, and operator
- Identifying vehicle bunching stops
- Track any unauthorized stops and/or route deviations
- Messaging capability – dispatchers can send an operator messages if they are running hot, or to stand by if they are ahead of schedule
- Creating customized reports by route, operator, vehicle, day, number of passenger boarding, and hourly intervals
- Rewarding excellence – reports can also generate operator performance levels. An operator who is ranked 100 percent is commended with a gift card and their name is posted on the message board. Gift cards are awarded in weekly and monthly intervals
- Operator rating results are monitored daily; under-performing staff are counseled and encouraged to improve. Data captured indicates improved staff performance following these reviews
- Optimizing service efficiency through review of trend indicators resulting in route restructuring, staff adjustments, and/or additional vehicles
- Data history is reviewed and relied upon to provide accurate complaint investigations

- Parameters can be set to keep a vehicle at a defined speed limit – if an operator exceeds that setting an alert is triggered notifying the operator to adjust the speed accordingly

MV's IT technicians oversee and monitor the Syncromatics systems; they are responsible for ensuring performance is stable and consistent at all hours of service operation. MV will be responsible for diagnosing, troubleshooting, submitting repair requests to the ITS vendor, scheduling/facilitating, confirming completion of the repair, and ensuring that all operators are logged in to the system.

Controlling Quality through Reporting and Analysis

Operational reporting provides service statistic necessary to gauge service quality, ensure contractual compliance, acquire transit funding, and for completion of all National Transit Database (NTD) reporting. As required, MV will track the following items to ensure it is meeting the standards outlined by the City and the Company:

- Vehicle inspections and safety;
- On-time performance (95 percent of all scheduled runs, 90 percent peak period, 95 percent off-peak, reliable operator timepiece synchronized daily within two minutes of actual time, no route deviation);
- Adherence to schedule (no early/late departure, incomplete trip, vehicle not available or in deficient condition);
- No preventable accidents (using National Safety Council Standards);
- Proper fare collection;
- Passenger assistance, courteous and cooperative personnel;
- Customer complaints;
- Proper operator licensing and records review;
- Vehicle cleanliness;
- Timely and accurate operational reporting, such as passenger count by vehicle, vehicle breakdown.

It is also important to update the team on its performance; MV continuously updates and shares performance results during location safety meetings.

Complaint Receipt and Investigation

Expedient response to all complaints, comments, and commendations is critical to customer service excellence. All employees are taught to exhibit professionalism and care when receiving a complaint. The company's general guidelines for handling a customer complaint are as follows:

- Actively listen and document all necessary information.
- Respond politely and patiently, taking care to appropriately document and confirm the details of the comment.
- If the comment is a complaint, inform the customer that it will be investigated, and that a supervisor may contact them directly as part of this investigation.
- Thank the caller for his or her time.

MV works quickly to take appropriate action and begin investigation of all complaints to determine validity. Complaints that are serious in nature must immediately be brought to the attention of Regional Vice President Judie Smith and the City. Depending on the nature of the complaint either the general manager and/or regional vice president will personally handle these types of complaint investigations.

Complaint investigation includes one or more of the following actions:

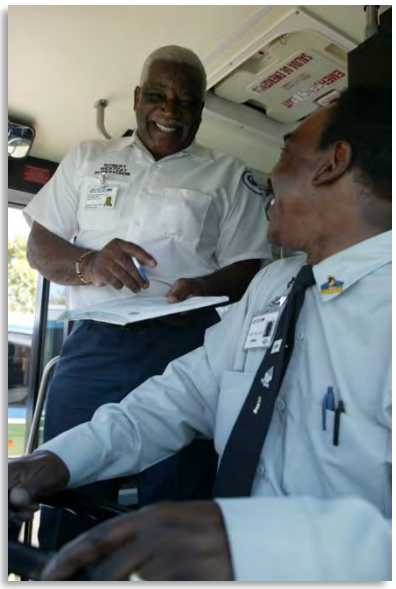
- Telephone conversation with the complainant to understand the details of the complaint;
- Conversation with all operators, dispatchers, road supervisors, and any other staff involved in the situation;
- Review of any DriveCam clips related to the event;
- Review of all dispatch logs, trip sheets/manifests.

All steps taken during the investigation are documented and filed. If the results of the investigation yields a validated complaint, a copy of the complaint documentation is filed in the affected employee(s') employment file, and a letter acknowledging the complaint and remedial steps taken is issued to the complainant.

Employees who receive repeated valid complaints will be disciplined appropriately up to and including termination of employment. A formal complaint report will be provided to the City and the complaint will be logged and submitted with all monthly reports, as required.

A. Driver Recruitment

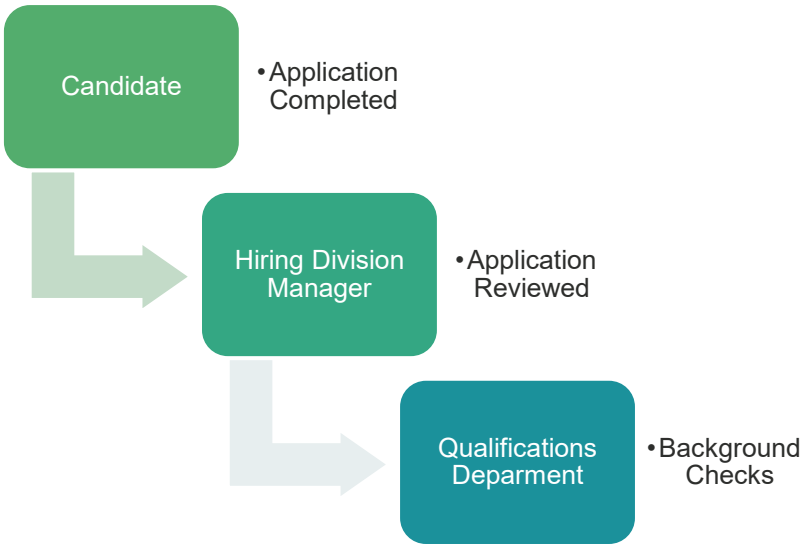
MV has long term vehicle operating personnel in place at the Paramount division and anticipates no need for operator training or recruitment in the near future. However, for any positions that become available, MV will make special efforts to attract qualified operators from Compton to fill open positions. These efforts include publication of notice in the local press, local media advertisements and posted notices, and notification of the local unemployment office of available positions.



Once MV has garnered a strong applicant pool through aggressive recruiting, it will begin the process of finding team members who will be dedicated to providing safe, friendly and timely service to your customers. A prospective employee must possess the ability to work well with the public and to respond to inquiries in a positive and professional manner.

MV posts all career opportunities – from vehicle operators to management staff – on the career section of the company's website (http://careers.mvtransit.com); this is powered by CareerBuilder, LLC.

An applicant begins the employment process by completing an online application. After the application is completed, it is reviewed by the local hiring lead (for this contract, this will be the general manager Steve Allan and operations manager Kory Corothers) to determine if qualifications are met. If the applicant meets the minimum requirements, the qualifications process will begin.



Qualifying Applicant

The hiring lead will contact the applicant and request that he or she reviews and signs the required release documents.

Required release documents include:

- Application for Employment
- MV's Background Check Disclosure and Authorization release
- FTA DOT Disclosure and Authorization
- California Pull Notice Authorization Form
- I-9 Express Online I-9 verification

Once signed, the applicant's background checks are ordered.

All employees must pass a mandatory pre-employment drug test. Additionally, depending on the position, applicants may be required to pass either a DOT or Non-DOT physical examination. MV's qualifications department will contact the hiring lead within 72 hours once the applicant is qualified for hire (or qualified pending additional information).

MV Transportation, Inc. has an Equal Opportunity Employment (EEO) policy in place and will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, disability, national origin or any other characteristic protected by the law.

Motor Vehicle and Criminal Background Reports

An applicant's motor vehicle report (MVR) will be assessed to determine if any of the following items are present:

- Serious traffic offenses in the last three (3) years
- More than three (3) moving violations in the last three (3) years
- Pattern on the motor vehicle report (MVR)

All criminal convictions and motor vehicle reports are reviewed and assessed based on the Equal Employment Opportunity Commission (EEOC) guidelines, along with the following eligibility factors:

- The frequency, severity, and nature of the conviction
- The age of the applicant at the time of the conviction
- The elapsed time from the date of the conviction to the present
- The relationship between the nature of the offense and the type of employment
- Evidence of rehabilitation, successful employment history, and any aggravating, mitigating or extenuating circumstances

Adverse Checks

If the background check reveals adverse information, MV's qualifications team will initiate an individual assessment. The applicant will receive a pre-adverse letter, along with a copy of their background reports. The applicant is given an opportunity to contest their background reports within 10 business days.

If the applicant provides appropriate documentation clearing the issues cited, the hiring lead is notified that the applicant is qualified for hire. If the applicant is unable to clear the report within 10 business days, then the qualifications department issues a disqualified notification to the hiring lead, who will, in turn, notify the applicant.

Considerations

An adverse result is reviewed and assessed for an applicant who has the following:

- A misdemeanor or felony

- More than three moving violations in three years on their driving record

Medical Examination Reports

The company requires all applicants for safety-sensitive positions to undergo medical examinations. The hiring lead will schedule an online appointment with eScreen, Inc., and notifies the applicant.

All exams and test results are reviewed by a medical review officer (MRO) to assure compliance with DOT requirements – this review is based on the medical standards set forth by FMCSA (49 CRF 391.41) and medical guidelines.

MV requires applicants to undergo this examination to establish the applicant's fitness to perform the job for which they have applied, without endangering the health and safety of themselves or others. All exams are performed by a physician or licensed medical facility designated or approved by the company.

A current employee may be required to have a medical examination under the following conditions: Exposure to toxic or unhealthful conditions, a request for an accommodation due to a disability, or is unable to perform essential job functions due to a medical condition.

Physical Examinations

An applicant in a safety-sensitive position must also undergo a pre-employment physical examination performed at MV's expense by a physician of the company's choice. Other exams may include a DOT physical or other physical testing.

Drug and Alcohol Testing

MV shall require every covered employee who performs a safety-sensitive function as described in the FTA regulations Part 655 and the FMCSA regulations Part 382 (382 is only applicable to those contracts not subject to FTA regulations) to submit to a pre-employment, post-accident, random, and reasonable suspicion drug and alcohol test as described in this policy. MV shall not permit any employee who refuses to submit to such tests to perform or continue to perform any safety-sensitive functions.

Retaining Existing Employees – Labor Code 1070

MV Transportation declares that it will retain the employees of its Compton location for a period of not less than 90 days. As the current operator of these services, MV will retain those individuals employed under this contract, except for

reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by MV.

Professional Operator Training Program

MV uses a state-of-the-art training program that our safety and training team developed in partnership with AVATAR Fleet. This program uses an adult-based learning platform and is designed to transform new hires into professional operators.

The program is modular-based, meaning we can substitute or add in parts of the training that apply specifically to the service we are providing and the passengers we serve. Moreover, the individual modules can be easily repurposed in retraining and refresher sessions throughout an employee's career.

The company is constantly working with its teams to refine this training; most recently in 2017, MV worked with AVATAR to refresh the training to meet the changing needs of our industry. This resulted in additional training areas to ensure a best-in-class workforce.

The program combines training in the classroom and on-board the bus, and includes bus orientation, driving observation, closed course, and in-service practice. Throughout the training sessions, trainees are quizzed and tested to ensure they have a strong grasp of the concepts taught before moving forward. Interactive, comprehensive, and safety-focused, this training has produced an exceptional workforce in MV's locations across the country.

Overview of Training Components

MV trains operators for both fixed-route and paratransit services. In the new term, we will provide cross-training to a small number of operators, so that we can provide greater flexibility in assigning operators to service. Again, since the training is modular, cross-trained operators can quickly receive additional training for both modes of transport. The overall hours of training provided for each service mode are as follows:

Component	Paratransit Hours	Fixed Route Hours
Classroom	20.33	20.33
Pre-Driving Skills	4.50	4.50
Observation	25.50	36.00
Behind the Wheel	21.00	31.50
Cadetting	16.00	16.00
Total	87.33	108.33

Each training component has a purpose and contributes to building a professional operator. Individually, these sessions provide the education and training needed to drive professionally. Together, they provide the right foundation for a safe, tenured professional operator.

- **Classroom Training:** Classroom training is instructor-led. Trainees receive education using a combination of video, lectures, and interactive discussions. These concepts taught are reinforced with a written study guide. The topics addressed in-classroom training include but are not limited to defensive driving principles, hazardous communication, security awareness, employee policies and procedures, employee wellness, sexual harassment, bloodborne pathogens, map reading, and on-road procedures. Each module ends with a test, and when classroom training is completed, trainees take a cumulative, closed-book exam. Employees must pass with a score of 80 percent or higher in order to proceed to the next phase of training.

- **Pre-Driving Skills**: Pre-driving training occurs on the vehicle. During this training the trainees are familiarized with the vehicle and its size and spacing. They have a chance to sit in the driver's seat and learn about the various on-board controls, mirrors, and any on-board technology.

- **Observation Training:** During the observation portion of training, students observe a certified trainer operate the vehicle. This provides insight into how they must handle the vehicle and how proper vehicle handling impacts the passenger experience. The trainer comments throughout the observation training, explaining to the trainees what he or she is doing.

- **Behind the Wheel (BTW) Training:** The behind the wheel (BTW) training portion of training affords the trainee the opportunity to master what they

have learned in the classroom and on board the bus, to hone their driving skills. This training starts on a closed course, then moves on to the road. Behind the wheel training confirms the trainee possesses the skills necessary to ensure the safe on-road operation of the vehicle. All trainees must demonstrate mastery of 26 specific defensive driving and performance skills before graduation. During these sessions, trainees are introduced to major trip generators, such as transit centers, adult day health care centers, senior centers, and dialysis centers. This familiarizes students with common stops and establishes relationships with staff and passengers within the service area.

- **Cadet Training:** After completion of the behind the wheel training, each trainee is provided with in-service cadet training with a line trainer. Operators operate the vehicle and all on-board technology in service and interact with the passengers on a practical level. During cadet training, the trainee is closely monitored and receives his/her final road and training evaluation. Any areas of needed remedial training are identified and documented. *MV recognizes that not every operator is one hundred percent ready to enter revenue service after the base training program; MV offers up to 40 hours of remedial training. During the cadetting period, any areas of needed retraining are identified and administered based on this need.*

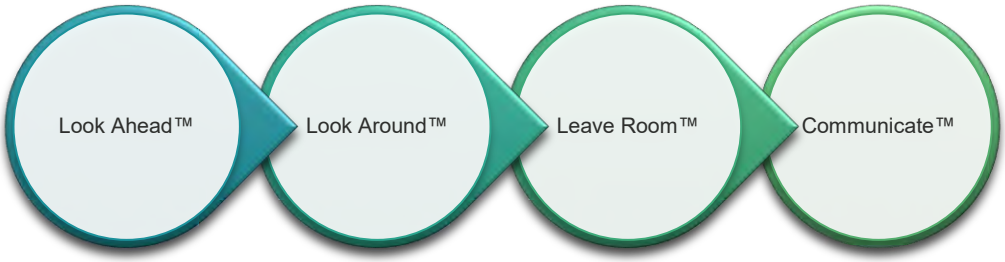
- **Post-Training Checks:** To confirm the effectiveness of our training program, we check each new operator's performance at 45, 60, and 90 days post-training.

Foundation of our Program

Like our operations, our training is based on a foundation of safety and customer focus. Driving principles echoed throughout the learning process focus on safety, preventability, customer care, and outstanding service.

LLLC Defensive Driving

MV built its training curriculum upon the Triple L-C, an elegant and easy-to-remember defensive driving course that teaches professionals *The Four Driving Principles to Safety*™:



LLLC is predicated on the concept that all accidents have a cause, which can always be traced back to one or more people – most commonly the operator of one of the vehicles involved in the collision. Whether an operator's action or inaction contributed to the collision, the collision is preventable. LLLC teaches our operators to drive to prevent collisions, by looking ahead, looking around, leaving room, and communicating.

By using these four principles, operators maintain the maximum amount of room around their vehicle, improve their visibility, gain the extra time and information needed to make critical decisions while driving and effectively interact with others on the road to prevent collisions.

These principles are reinforced throughout MV's training program and provide trainees with everything they need to know to avoid collisions. Ultimately, the course helps operators see, think, and act their way through any driving situation.

Passenger Assistance

MV places a strong focus on passenger sensitivity and assistance. This training starts with educating our trainees in the various disabilities that our passengers may have – and the diverse set of mobility devices they may use. Professional and compassionate assistance is core to our commitment to both safety and customer service.

During operator training, we tailor our passenger assistance session to the service we provide; however, all training emphasizes courtesy, understanding, and the operator's responsibility to serve all passengers with equity and respect.

All operators are trained in the safe and careful boarding and securement of people using various mobility aids. This provides a realistic understanding of the time and attention required of this process.

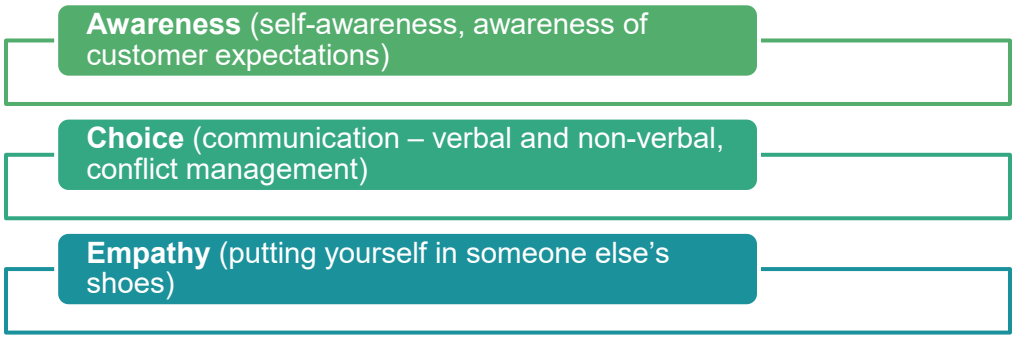
Our training sessions include interactive sessions with trainees to foster an experiential understanding navigating the system with a disability. This includes having trainees board the bus using a mobility device, or with their eyes closed. We also invite representatives from the community, local advocacy groups, and care facilities to speak to our trainees during the classroom sessions. Here, trainees can ask questions and learn more about the various experiences of our passengers.

At the end of this training, operators must become certified in mobility device securement. This certification is administered annually to ensure the ongoing safety of our passengers.

Customer Service Training

While customer service is reinforced throughout the training experience, MV dedicates four hours of focused customer service training. Developed by MV's learning and development team with input and feedback from our top general managers, Platinum Connection Customer Service (PCCS) teaches trainees how to professionally and empathetically connect with passengers.

The program uses the acronym ACE to remind trainees of the strategies to achieve excellence in customer care:



The PCCS program teaches employees how to make passenger-centric, solution-focused choices with a focus on personal responsibility. This interactive program uses video examples of customer service situations to guide participant discussion, and facilitator-led activities to enable participants to practice their customer service skills. Throughout the operator's career, PCCS is refreshed during safety meetings to keep customer service at the forefront of all actions.

B. Disruptive Passengers

MV is committed to providing a safe, efficient, and productive work environment for all employees. In keeping with this commitment, it is imperative that MV properly trains operators on how to handle difficult passengers.

- When confronted with an upset or dangerous passenger, operators are trained to maintain their safety and protect the safety of the other passengers as a priority.
- Operators are thoroughly trained in ADA policies and are taught to act within the law when handling a difficult passenger. Operators must never use violence to subdue a dangerous passenger.
- Any time an operator experiences an incident; MV personnel will notify the City within the appropriate time frame. Based upon the severity of an incident, a road supervisor and/or police personnel will be requested and sent to assist the operator and speak to the passenger.
- Once the operator has returned to the yard, they will be required to complete an incident report. This report will be forwarded to the designated City staff.

C. Dispatching

A dispatcher is on duty during all hours of service to respond to issues and monitor service. Standby and extraboard operators are coordinated by the

dispatcher if an operator does not report on time. The dispatcher also coordinates with the maintenance department for vehicle exchanges, maintenance pulls, and submission of vehicle inspection/defect forms.

Dispatcher training is administered across a 40 hour work week, primarily as on on-the-job training. During training, the following subjects are covered:

- **Company Orientation:** About MV, employee handbook, company policy, and procedure
- **Dispatcher Overview:** Introduction to the job, roles, and responsibilities
- **Service Area:** Local geography familiarization
- **Customer Service:** Answering information calls, receiving customer comments
- **ADA:** ADA regulation and requirements for fixed-route service
- **Radio Protocols:** Radio communication codes, emergency management over radio
- **Vehicle Monitoring & Personnel Control:** rollout log, bus assignments, use of standby/extraboard, daily labor control, checking DVIs, and paperwork.
- **Driver Supervision:** Reasonable suspicion, including video and handouts of the dispatchers' role in administering FTA drug and alcohol regulations. Includes attendance procedures, extra board management, and time clock management.
- **Emergency Procedures:** Accident/incident procedures, security and incident procedures, DOT emergency action plan implementation strategies, communicating to ensure prompt and appropriate response. Training for events such as passenger illness on bus, natural disasters, vehicle breakdowns, severe weather, violent passengers, etc.

D. On-Street Supervision

Road supervisors are responsible for the dissemination of critical information, such as service changes and system announcements to the operator team. They serve as the go-to resource in the field for MV's operator team.

They perform incident investigations, administer drug and alcohol testing procedures, respond to roadcalls, and resolve passenger disputes as needed. Based on the reports of their findings for these various activities, the operations

manager/site supervisors will administer progressive discipline pursuant to the collective bargaining agreement.

Road supervisors perform operator evaluations to ensure that each operator is safely and correctly performing his or her job. Road observations are performed discreetly (and unannounced) without disruption to service, and include the following review types:

- **Observed Ride Checks:** Observed ride checks are on-board evaluations of an operator's customer service and safety skills. Areas that are evaluated include safe vehicle operation and professional passenger interaction. During this check, the operator's credentials are checked to ensure proper certifications are up to date and in the operators' possession.

- **Unobserved Service Checks:** Unobserved service checks are random inspections that assess operators' driving and safety skills from the road. Road Supervisors perform these checks from their service vehicle (following the operator). Operators typically are unaware that these evaluations are being performed.

- **Mobility Device Securement Spot Checks:** These random inspections are on-vehicle reviews of an operators' ability to safely and properly secure a mobility device. The supervisor meets the operator at a location where a passenger using a mobility device is being picked up, boards the vehicle, and closely observes how the mobility device is secured.

- **Pullout Inspections:** Pullout inspections are unannounced and occur daily. A supervisor that is stationed in the yard confirms that the operator is in proper uniform, has the appropriate credentials on his or her person, and is prepared for service that day. The supervisor then checks the vehicle to confirm that it is clean and ready for service.

Road Supervisor Training

MV partnered with AVATAR in the creation of a custom road supervisor development program. The program comprises six courses designed to improve coaching ability, increase safety awareness, and ultimately reduce incident

frequency and improve customer satisfaction. The training program uses an adult learning platform that addresses the following topics:

- Observation Techniques: This provides an overview of the training and discusses the role of the road supervisor in shaping operator behavior. Trainees learn how to properly observe operator performance.
- **At-Risk Driver Behaviors***:* Trainees learn to identify and correct behaviors that put drivers at risk for accidents.
- **Teaching Triple L-C in the Field***:* Trainees learn how to give specific feedback to operators about driving defensively and preventing accidents by using the Four Driving Principles to Safety. (Look Ahead™, Look Around™, Leave Room™, Communicate™)
- **Communication Essentials**: Trainees learn effective communication methods and develop skills to improve driver outcomes through increased positive communication.
- **Coaching the Professional Driver***:* This course teaches trainees the basics of coaching professional operators. A distinction will be made between coaching, training, and orientation. Additionally, this course will discuss the two types of coaching as well as teach supervisors how to coach and deliver feedback.
- **Accident Investigation & Follow-Up Procedures***:* Trainees learn the techniques for gathering complete, accurate, and objective accident data used to arrive at true root causes and determine corrective action. They learn to further examine and analyze data as a means of preventing injuries, property damage, and financial losses.

E. Drug Testing Policy

MV has a Zero Tolerance Drug and Alcohol Policy and Substance Abuse Program that complies with both FTA and DOT standards of compliance. This program integrates three critical components in the implementation of this program:

The Policy

Drug and Alcohol Policy comprises the following four activities:

- Take appropriate action to assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;
- Foster and maintain a drug and alcohol – free environment for all employees and patrons;
- Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances;
- Encourage employees to voluntarily seek professional assistance whenever personal problems, including alcohol or drug use, may adversely affect their ability to perform their assigned duties.

The Program

Every MV employee is subject to the four drug and alcohol screening types, pursuant to their employment category (safety-sensitive versus not safety-sensitive). Please note that under MV's Zero Tolerance Drug and Alcohol Testing Program, a positive screen or refusal to be tested under these conditions results in termination of employment.

Testing Types

Pre-Employment	Random	Post-Accident	Reasonable Suspicion
• All job candidates considered for hiring are required to successfully complete and pass a pre-employment drug screen prior to receiving an offer of employment. Failure to submit to testing, or a positive screen, results in the denial of employment.	• All safety sensitive employees are automatically entered into the company pool for random testing pursuant to FTA regulations.	• We conduct DOT post-accident drug and alcohol testing immediately following an on road incident meeting FTA/DOT criteria. Any employee involved in the incident or accident is subject to testing. If the accident does not meet the FTA/FMCSA testing criteria, MV reserves the right to test any safety sensitive employee regardless of the severity of the incident.	• Employees are subject to reasonable suspicion testing if significant and observable changes in their performance, appearance, behavior, speech, etc. provide reasonable suspicion of the influence of alcohol/ drugs. All frontline personnel are observed by supervisory personnel who are certified as having completed the DOT Supervisor's Class in Reasonable Suspicion Training in Drug and Alcohol.

Leadership

Our Zero Tolerance Drug and Alcohol Testing Program is managed by the Senior Director for H/R Drug and Alcohol Compliance, Cristina Pereira. She works closely with MV's local operations and representatives of the FTA and DOT to confirm that our policy and program is up to date and compliant with all regulatory requirements. Cristina and her team process all test results and communicate the outcomes to our local management team.

Partnerships

We work with Alere™ Toxicology for all laboratory services and Dr. Stephen Kracht, M.D., D.O., who serves as the Medical Review Officer conducting MRO services for our company. All random screens are managed using the MYeScreen technology, which provides a computer-generated selection process program that randomly selects employees for testing without bias or discrimination. Assignments are available on the first of each month to begin performing testing immediately.

Locally we use local occupational health clinics to perform the urine and breath alcohol collections for testing. For substance abuse professional services, we partner with American Substance Abuse Professionals (ASAP) for referrals.

Training

Once hired, all MV employees receive FTA-compliant training that outlines MV's Zero Tolerance program. Drug and alcohol testing procedures are addressed as part of initial employee training and annual refresher training. As required by the FTA, initial training includes at minimum 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use.

All supervisors and personnel authorized to make reasonable suspicion determinations receive additional training on the indicators of drug and alcohol use. This includes training in the following areas

- REACT Reasonable Suspicion Decision Training Manual
- MV's 10 Steps to Successful Reasonable Suspicion Testing Checklist
- MV's Reasonable Suspicion Determination Form
- MV's Reasonable Suspicion Testing Interview Procedures Quick Tutorial

Program Updates

We recognize the importance of remaining compliant and up to date with all regulatory program changes. Effective January 1, 2018, MV has updated its drug and alcohol program to align with the US DOT revisions to 49 CFR Part 40, Procedures for Transportation Workplace Drug & Alcohol Testing to reflect the following changes:

- Opiates are reclassified as opioids and now include hydrocodone, hydromorphone, oxycodone and oxymorphone in addition to codeine, morphine, and 6-acetyl morphine (heroin) and their brand names.
- Testing analytes have been revised.
- A positive screen for amphetamines/methamphetamines or THC (marijuana metabolite); the MRO will have the authority to conduct further testing.
- The MRO must now provide employees with up to five days after reporting the verified negative result to have the prescribing physician contact the MRO to determine if the medications can be changed to one that does not make

the employee medically unqualified or that does not pose a significant safety risk before reporting the "safety concern" to MV.

Audits

MV has completed and passed all FTA audits.

F. Driver On-Board Security

DriveCam

MV uses DriveCam on each Compton Renaissance vehicle to monitor and support the safety of our operations. In the new term, we will add Mobileye to the Compton Renaissance Transit System. Please see our Mobileye brochure located in the appendix of this proposal.

We use DriveCam to monitor each operator's driving behavior. This system gives insight into how operators adhere to company and law enforcement policy and provides our management teams the information needed to administer coaching and retraining.

The DriveCam Video Event Recorder (VER) is placed on the vehicle's windshield. The unit continuously monitors the operator's behavior and provides real-time in-cab and on-road feedback. Using exception-based monitoring, the camera continuously records; however, video data is only saved when activated by embedded sensors that measure the force exerted on the vehicle (such as abrupt start/stops, sudden turns, accelerations/decelerations, speeding, and collisions). The unit also has a panic button that saves video footage when the button is pushed by the operator (in the event of an on-board incident, a passenger altercation, etc.). When triggered, the system saves data clips for 10 seconds before and 10 seconds after the event.

The event video and data are uploaded to DriveCam's Risk Analysis Center where DriveCam's trained professionals analyze the events (review, score, and comment on each event) for our management to use in coaching operators and improving operator safety. Events are stored on a web-based portal for 90 days. Afterwards, all events are archived to in-house servers for historical data retention.

MV has invested significantly with Lytx and has developed subject matter experts in its corporate staff (Ms. Diana Finkle and Mr. Andrew Scott) to support MV's local team. Although an employee of Lytx, Mr. Scott is assigned full-time to MV's operations and is based at MV's Dallas, Texas headquarters. Andrew's

presence within MV's DriveCam program ensures the most up-to-date programs – including reporting and training – are offered to MV's customers. This also gives MV a direct line of communication with Lytx's executive team.

Mobileye® Collision Avoidance System

Mobileye is a windshield-mounted camera that detects other vehicles, pedestrians, and lane divisions in real-time.

This technology mitigates the primary risk factor that leads to vehicle collisions – operator inattention. An estimated 93 percent of all accidents are a result of human error, with nearly 80 percent of all accidents resulting from operator inattention in the three seconds preceding the accident. This technology helps prevent these collisions.

The unit emits an auditory warning[1] to signal the operator to apply the brakes to avoid collisions when the following events occur:

- The vehicle operator departs from the lane
- The distance between the vehicle and the vehicle in front of it becomes too small
- A forward collision is imminent
- A pedestrian is detected
- The operator exceeds the speed limit

The system also offers intelligent high beam control, automatically switching high beams to low beams when oncoming traffic is approaching. Mobileye supplements the safety monitoring capabilities of DriveCam; when Mobileye detects a near collision, the operator's reaction will trigger DriveCam to begin recording. This additional feedback will enable the DriveCam coach to more thoroughly coach operators in safe driving practices.

When used together, MV experienced the following DriveCam results:

- 2.60% reduction in scored DriveCam events

[1] Additional option for haptic warning (shaking seat) is available

- 18.05% reduction in Following Too Close events
- 59.72% reduction in Pedestrian events
- 35% reduction in Not Scanning Intersection events

*DriveCam Performance – Post-Mobileye deployment at MV's Philadelphia, PA operation

G. Records

MV understands the reporting requirements for the Compton services and will submit required reports to the City annually, quarterly, monthly, and daily as required by the RFP.

MV has developed an in-house system which interfaces with third party systems to track data, such as revenue/non-revenue miles/hours, trips, etc., and compiles the data into reports. This system is designed to collect and store the data needed allowing summary reports to be generated in reader-friendly formats. By using this system to generate billing, payroll, and operational reporting, duplicative data entry and subsequent manual errors are greatly reduced. One of this product's strongest assets is that it can interface with third-party products.

In addition, MV uses Lawson Software's Enterprise Resource Planning Solution both in its corporate office and operating locations. The Lawson Financial Suite includes General Ledger, Accounts Receivable, and Accounts Payable. The Lawson Human Resources Suite includes Personnel Administration, Benefits Administration, Payroll, Time Management, and Employee and Manager Self-Service. Lawson Software is a fully integrated, web-enabled solution, which MV runs on an NT platform. The software is scalable to allow for growth of the company without having capacity concerns. The web-enabled feature allows Company management to selectively determine which processes and controls should be centralized versus decentralized.

MV believes in proper data backup and off-site storage of data backups in the event of a fire or other catastrophic event. MV's IT team sets up the local computer network to ensure proper connectivity, security levels, password protection, and local technical support. MV will work with the City IT staff in whatever manner necessary.

MV is able to meet the FTA/NTD reporting requirements and currently provides these reports to clients who receive Federal funding and are required to submit them. MV uses the accepted FTA sampling methodology and has systems in place to collect and report this information pursuant to the guidelines of the National Transit Database Reporting Manual.

H. Roadcalls

When a roadcall occurs, MV's maintenance team will be prepared to respond efficiently. Dispatchers use a troubleshooting guide to first attempt to talk the operator through correcting the issue. If the situation cannot be resolved, dispatch will engage the on-duty technician to assist. Dispatch will patch the operator through to the technician so that the severity of the issue can be assessed. The technician will determine the following:

- If the operator can resolve the issue on their own; in which case the mechanic will remain on the radio and coach the operator as needed until the situation is resolved.
- If a replacement vehicle is needed, the mechanic may deliver the vehicle or work with dispatch to send a standby operator to the field to transfer the passengers and resume the route. MV's maximum response time will be one hour, as required in the RFP.
- If the mechanic must report to the field to resolve the issue and deliver the vehicle back to the yard.
- If a tow/wrecker service is required, the mechanic will work with dispatch, who will coordinate this process. The disabled vehicle will be removed from the scene within 1.5 hours after the initial report and will be fully covered when towed.

A vehicle breakdown form is completed for every roadcall and stored in the vehicle file. Information about the roadcall is also entered into the Trapeze Enterprise Asset Management (EAM) (formerly FleetFocus) maintenance management information system.

I. Employee Incentives

MV employs a number of strategies to reduce turnover in its local operations, including:

- **Competitive wage scaling:** By researching nearby job competition to understand what financial packages best meet the needs of the local employment market.
- **Continued education:** Ongoing training improves job attractiveness, keeps employees motivated and engaged, and demonstrates MV's willingness to invest in its employees. MV provides on-the-job training, offers a number of continued training opportunities via web-based packages, hosts companywide training classes, and encourages employees to obtain new certifications.
- **Opportunities for promotion:** MV is committed to promoting from within and will maximize those opportunity as much as possible.
- **Employee recognition programs:** Employees that demonstrate proficiency in their jobs, and those that set the standard for exemplary performance are rewarded in employee recognition programs.

Safety Recognition Programs

MV offers safety-based programs that recognize employees for safe behavior:

- **$200 Safety Bonus:** Operators exhibiting safe driving behavior (no preventable incidents) and a strong attendance record receive a $200 annual bonus on the anniversary of their hire date.
- **The Katherine McClary Operator Award:** This award recognizes MV's finest vehicle operators across the country. Qualifying operators must exhibit safe and professional driving behavior, a positive work attitude, excellent customer relationships skills and strong attendance record. Quarterly, annual, regional and national awards are presented and include cash prizes.
- **Safety Pins and Patches:** Operators are given safety pins and patches for each year completed without a preventable accident or injury.
- **Safety Raffles and Other Safety Events:** MV's local management team hosts safety raffles to promote the safety message and a quarterly barbeque to celebrate good safety performance.

J. Staffing

Please refer to the project organization chart in the section labeled: Management Structure and Key Personnel.

Job Descriptions

Vehicle Operators

Vehicle operators are the critical interface to passengers and must appropriately represent the City of Compton. The ideal operator candidate has a safety-first attitude, a professional demeanor, and excellent customer service skills.

The primary responsibility of the vehicle operator is to transport customers while adhering to safety regulations, traffic laws, operating policy, and scheduled timepoints. Vehicle operators respectfully and professionally respond to customer inquiries, providing route information as needed. They are trained in the system routes and must be fluent in providing information regarding major stops, transfer points, and schedule information. Upon consent, operators respectfully assist passengers as they board the vehicle and aid those who agree to assistance in securing their mobility device.

When operators report to work, they first check-in at dispatch. They then proceed to the yard and perform a pre-trip inspection, coordinating with the yard supervisor and/or maintenance team to correct any safety issues discovered. Once the pre-trip checklist is complete, operators are cleared for pullout.

They are trained to use all appropriate on-board technology and must demonstrate proficiency in all dispatch communication procedures. Vehicle operators coordinate with dispatch regarding schedule adherence, vehicle malfunctions, accidents, and/or other disturbances.

Upon return to the yard, vehicle operators perform a post-trip inspection and submit all completed paperwork to dispatch.

General Manager

(***Stephen Allan***) The general manager is the daily operational liaison between MV and the City. This person is MV's field representative and the City's advocate. This person must embody the spirit of the Compton Renaissance Transit System and work in partnership with the City, the local team, MV's corporate support personnel, and the riding community to realize the mission and vision of the City of Compton.

This person is responsible for the safe and high quality operation of the transit system. This responsibility encompasses all efforts defined within the scope of work, including safety, training, maintenance, personnel oversight, operating performance, data collection, reporting, community relations, budgeting, accounting and finance, adherence to policy and procedure, and more.

It is of utmost importance that the general manager and City representatives have a productive and meaningful working relationship. As such, MV will accommodate City requests relating to personnel changes pursuant to this contract.

MV's general manager will meet with City staff often to provide updates on service quality, performance numbers, possible trends, and/or other statistics requested. In order to improve the ongoing education and training of its management team, MV requests that general managers attend periodic conference calls, training sessions, as well as regional and national meetings hosted by MV's support team.

Operations Manager/On-Site Supervisor

(*Kory Corothers*) The operations manager/on-site supervisor is the daily liaison between MV's local field personnel and local management team. This person oversees the safe and efficient operation of daily service, in compliance with City policy and in conformance with MV standard operating procedures.

This person has oversight responsibility for all operators, dispatchers, and supervisors. The operations manager/site supervisor coaches and counsels employees and administers progressive discipline when needed.

The operations manager/site supervisor reviews all logs and paperwork from the dispatch office and ensures all operator and supervisor shifts are covered. He works closely with the dispatch office to confirm vehicle operators are properly supported. This individual works to monitor service and make sure it is delivered on time and meets the expectations of the passengers.

The operations manager/site supervisor assists in HR functions, managing employee files, and monitoring attendance records. He or she also holds responsibilities in the complaint investigation process, serving as an additional liaison to passengers, clients, and community members. He or she may be asked to represent MV in community meetings, coordinate events with local charities, and/or organize volunteer efforts from MV's local operation.

Safety and Training Manager

(Lina Parten) The safety and training manager oversees the safety and training related activities of the location. She is responsible for ensuring effective training of MV's team and the safe operation of all service, equipment, and facilities.

This person is the safety officer and the emergency coordinator for MV's location, serving as the company's liaison to local authorities that support safety and emergency preparedness. She leads all emergency training and makes sure that MV's team is ready to respond to the needs of the community in the event of an emergency.

She is responsible for establishing the schedule and curriculum for ongoing training activities and maintains all training documentation for employees as required. This person leads all accident and incident investigation, manages awards for safe driving, facilitates safety meetings, and directs the activities of the safety committee.

She oversees the review of video clips downloaded from the DriveCam system and ensures proper follow up. She is responsible for the preparation for and compliance with all State, Federal, and County regulatory audits, and administers the FTA Drug and Alcohol prevention program. The safety and training manager is responsible for the creation and maintenance of an overall culture of safety at MV's location.

Maintenance Manager

(*Martin Camargo*) The maintenance manager is responsible for the safe and effective operation of the Renaissance fleet. This person reports to the general manager, and under the guidance of MV's regional director of maintenance, coordinates and oversees all scheduled and unscheduled maintenance inspections and repairs. The overall mission of this position is to protect the City fleet and maximize its useful life by ensuring it is well maintained pursuant to all OEM, City, and MV standards of safety, operation, and appearance.

The maintenance manager schedules and monitors all fleet, equipment, and facility maintenance activities – those performed both in house and those contracted to outside vendors. He schedules all preventive maintenance inspections, coordinating with dispatch in order to maximize fleet availability; as such, he possesses a strong understanding of service demand peaks. He is accountable for adequate staffing and supervision, as well as for the performance of the maintenance team.

This position coordinates with equipment manufacturers regarding warranty issues and specialized training needs. The maintenance manager manages MV's

relationship with vendors/suppliers for the provision of any outside repair work and ancillary services.

The maintenance manager works closely with the assigned regional maintenance director who ensures that all requested maintenance support resources are provided as needed.

Road Supervisor

Road supervisors are stationed in the field and monitor on-road activities. These individuals ensure the safe and efficient operation of all vehicles, making sure the service is high quality.

Road supervisors respond to on-road situations (incidents, accidents, and passenger disturbances). They also provide on-road observations and perform passenger outreach.

Road supervisors are strategically placed within the service area in a way that minimizes response time. They are dispatched to the scene of any breakdowns, incidents/accidents, etc.

Dispatcher

The dispatcher directs all on road operations that occur from the daily pull out to return to yard. This position coordinates with vehicle operators while in service in order to monitor operations status, mitigate delays, and assist in resolving service disruptions.

Dispatchers have responsibilities in the supervision of operators – they manage report times, vehicle assignments, distribution of bulletins and other information. They are also trained in reasonable suspicion and are responsible for assessing fitness for duty.

This position acts in compliance with City policies in accordance with MV operating procedures. They monitor service delivery via radio throughout the service day, working closely with operators and road supervisors to efficiently respond to service needs, including accidents and on board emergencies.

General Administrative Clerk

The general administrative greets and directs all customers, vendors, co-workers, job applicants, and other visitors of the facility. They answer calls received on the main line, provide general information, and screen/direct calls to the proper recipient. The general administrative clerk logs incoming mail and courier delivery services entrances and assists the local team with clerical duties

as assigned such as compiling reports or assisting with monthly invoices and accounts payables and accounts receivables.

A Level Technician

The A level technician is the highest-level line mechanic. Under general supervision, A level technicians perform the most difficult repair tasks and supervise subordinates. Tasks include performing all repairs as needed, adjusting all vehicle systems, and performing as a shift leader when required.

Vehicle Service Worker

Vehicle service workers ensure the Renaissance fleet is cleaned to the specifications outlined in the RFP. These persons will work primarily at night to clean and service each vehicle in assembly-line fashion as it comes in off the route.

K. Living Wage

MV has researched applicable Living Wage Requirements and found that none is currently required for these services. If the requirements change, MV will work with the City to comply with the ordinance.

Compensation

MV is pleased to offer the following compensation package to its team.

Operator Wage Scale

Operator Seniority	Year 1	Year 2	Year 3	Option Year 1	Option Year 2
Starting	$14.33	$15.33	$16.04	$16.40	$16.71
1 year	$14.83	$15.83	$16.54	$16.90	$17.21
2 years	$15.13	$16.08	$16.79	$17.15	$17.46
3 years	$15.38	$16.33	$17.04	$17.40	$17.71
4 years	$15.63	$16.58	$17.29	$17.65	$17.96
5 years	$15.92	$16.83	$17.54	$17.90	$18.21
6 years	$17.72	$16.83	$17.54	$17.90	$18.21
7 years	$18.58	$18.07	$17.54	$17.90	$18.21
8 years	$19.75	$18.96	$18.43	$17.90	$18.21

9 years	$19.75	$20.14	$19.34	$18.80	$18.21
10 years	$19.75	$20.14	$20.54	$19.72	$18.80

Non-Operator Wage Scale

Job Title	Hourly Wage		Job Title	Hourly Wage
General Manager	confidential		Road Supervisor	$17.00
Operations Manager/On-Site Supervisor	confidential		Dispatcher	$20.40
Safety and Training Manager	confidential		A Mechanic	$32.83
Maintenance Manager	confidential		Vehicle Service Worker	$14.28

Benefits Package

All full time employees (35+ scheduled hours per week) have the opportunity to participate in the following benefits programs.

- **Safety Bonus:** $200 per year for performing their duties in a safe manner and maintaining a good attendance record.
- **Vacation Pay:** MV will honor all existing drivers' level of vacation. Employees new to the system will receive 40 hours after 1 year, with the amount increasing as seniority is gained to 80 hours after 3 years.
- **Medical & Dental Insurance:** MV will provide medical and dental insurance to full time employees. Each plan has dependent coverage available. Current employees with medical insurance will have no waiting period to avoid disruption in coverage.
- **Flexible Spending Accounts (Health Care FSA and Dependent Care FSA):** These programs allow employees to put aside pre-tax money to pay for childcare or eldercare expenses while employees work, and to pay for qualifying out-of-pocket medical expenses (such as copays and other covered items.) Employees are eligible to participate in both plans on their normal benefits eligibility date.
- **Employee Assistance Program:** MV offers confidential counseling services at no cost for employees and family members (3 in-person sessions per incident per year). There is a 24/7 resource and referral line for counseling, financial assistance, legal problems, and many other issues.

- **Life and AD& D Insurance:** In addition to its health insurance plan offerings, MV also offers company-sponsored supplemental life insurance and Accidental Death & Dismemberment (AD&D) insurance plans through The Standard Insurance Company. The supplemental life insurance plan is available to employees, their spouse/domestic partner, and their children. The AD&D insurance plan is available to employees.

- **Holiday Pay:** Seven paid holidays will be offered for full time employees. Employees hired from the existing contractor will receive this benefit from day one.

- **401 (k):** All employees are eligible to participate in MV's 401(k) retirement program where MV may offer a percentage match on each employee's first 6 percent of contribution per year.

L. Vehicle Maintenance

The majority of MV's contractual obligations include the provision of fleet maintenance. The company consistently meets its established maintenance performance standards and has been successful in extending the average life of the transit fleets it operates.

Across North America, MV maintains vehicles of varying make, model, and fuel type. The experience of its maintenance team ranges from the maintenance and cleaning of 60' articulated buses to sedans. MV's maintenance operations are supported by a team of industry experts who have extensive experience in transit vehicle maintenance and repair.

Maintenance activities are scheduled based on the priority of fleet maintenance needs and with due consideration of maximizing in-service fleet availability. The maintenance team coordinates closely with dispatch personnel to confirm the appropriate number of vehicles is available and in safe, working condition for pullout.

Fueling, Cleaning and Repair

Fueling, cleaning, and minor repair is generally conducted during evening and night hours. MV will emphasize preparing the maximum number of vehicles for daily pull-out. Examples of these activities are`:

- Refuel vehicle

- Check engine coolant level

- Fuel vehicle
- Check engine oil level
- Check transmission fluid level
- Bump front and rear tires for low pressure (this is also performed as part of the operator's pre-trip inspection)
- Clean interior and inspect for graffiti, cut seats, glazing, lights, fire extinguisher, mirrors, and body for damage or defects
- During servicing, make observations of air pressure, transmission, brake operation, and lights
- Record all fluids additions
- Record hubometer/odometer readings
- Report all observed defects for correction
- Clean exterior as scheduled
- Inspect buses scheduled for safety/brake checks, drain air tanks of condensation as scheduled
- Repair buses reported by service personnel for defects; test to confirm the repair
- Route any buses reported with minor defects (by operators) for repair; test to confirm the repair
- Repair buses that failed in service (i.e., road calls) and tested to confirm the repair
- Park buses in appropriate locations; place buses without defects in the area ready for service; place buses with defects in the area for repair operations.
- Record all repairs in Maintenance Information System (MIS)
- Park cleaned and repaired buses that are ready for service
- Buses that cannot be repaired before morning pull-out are held out of service for continued repair

Unscheduled Repairs

During the day, MV will perform unscheduled repairs daily, as the need presents. These include the circumstances described below:

- When a vehicle fails in-service, MV will return the vehicle to the garage for diagnosis and repair; or, mobile mechanics will repair it in the field.
- Operators may report defects when they return to the garage during scheduled pull-ins. Mechanics will check these defects prior to afternoon pull-out.
- MV will maintain all accessible bus features in proper working condition at all times. MV will repair any accessible equipment failures promptly – no vehicle will enter service without a working lift. MV will maintain available lift-equipped vehicles to ensure it meets all services levels adequately.

Intermediate Maintenance

Mechanics must perform lubrication and inspections to ensure that the vehicle is in operating condition without failure or wear-out of components. Examples of actions are as follows:

- MV will clean buses after each inspection. This includes interior cleaning, exterior washing, engine, and chassis washing.
- Mechanics review all previous defect reports to determine areas requiring special attention (including body damage).
- Mechanics inspect all major systems (such as the engine, A/C, windows, transmission, doors, chassis, seating, and wheelchair lifts). Typical inspection checklists are available upon request.
- During preventive maintenance inspections, mechanics perform all lubrication and change of various fluids based upon mileage.

Predictive Maintenance

MV schedules preventive maintenance in a manner that minimizes road failures due to lifetime unit failure. When possible, MV will plan the replacement or rebuilding of a vehicle component based on a periodic schedule. The benefits of this approach include:

- Reduced unscheduled maintenance;

- Minimized downtime and reduced costs due to planned parts and material procurement;
- Reduced need to inspect and test “wear out” components; and
- Reduced overall cost of the overhaul

Pre-trip Inspections

Each day, operators perform daily vehicle inspections prior to entering service. This inspection covers the following items:

- Condition of tires, wheels, rims, and lug nuts*
- Fluid levels (engine and transmission oil, cooling, windshield washer, brake fluid, and power steering)
- Condition of battery terminals
- Under vehicle leaks*
- All glass and mirrors are in good condition and without chips or cracks*
- All lights are operational (headlights*, clearance lights, and reflectors*, turn signals, backup lights, and alarm, emergency flashers*)
- Air conditioner and heating, and defroster/defogger is operational
- The vehicle is clean, cushions and seatbelts are secure*
- Windshield wipers, washer, radio, horn, passenger door are all operational*
- Registration and insurance is valid, and registration is visible
- Brake pedal* and parking brake are operational (airbrakes operate within the minimum and maximum pressure thresholds)
- The steering wheel is secure; gearshift is tight*
- On-board safety kit is stocked and complete (first aid, reflectors, fire extinguishers*, accident packet*, and body fluid kit*)
- Lift is operating in both electronically and manually and is free from leakage*
- Lift interlock is operating properly*

Note items marked with asterisks (*) are re-inspected during walk-around mid-trip inspections, during shift changes.

Post-trip Inspections

Upon return to the yard, the operator performs a post-trip inspection, which requires re-inspection of the following items:

- Condition of tires, wheels, rims, and lug nuts
- Under vehicle leaks
- All glass and mirrors are in good condition and without chips or cracks
- All lights are operational (headlights, clearance lights and reflectors, turn signals, backup lights and alarm, emergency flashers)
- Air conditioner and heating, and defroster/defogger is operational
- The vehicle is clean, cushions and seatbelts are secure
- Windshield wipers, washer, radio, horn, passenger door are all operational
- Brakes pedal is operational
- The steering wheel is secure; gearshift is tight
- The fire extinguisher is charged
- Accident packet and body fluid kit are present and accessible
- Lift is operating in both electronically and manually and is free from leakage
- Lift interlock is operating properly

Defect Repair

If the operator detects a safety hazard that prevents the vehicle from entering service, the operator will notify dispatch, who will contact the on-duty mechanic. The mechanic will determine if the issue can be quickly rectified or if the vehicle should be pulled from service.

The mechanic performs an initial assessment of the issue to determine its severity and if the vehicle can be repaired in time for pullout (for example, a bulb or fuse replacement), or if the vehicle needs to be placed out of service (for example, the wheelchair lift is not cycling.)

If the mechanic must place the vehicle out of service, he or she will initiate the lockout tag out process, and the dispatcher will assign a standby vehicle to the operator.

Preventive Maintenance Program

A strong preventive maintenance (PM) program minimizes vehicle downtime and supports MV's goal of scheduling more than 80 percent of all maintenance activities. The company's systemic approach to vehicle care places a focus on preemptive care and seeks to minimize reactive repair.

Mid-level technicians typically perform preventive inspections and repair within 500 miles of the required interval (or pursuant to contractual requirements). As inspections are due, MV's maintenance manager will schedule service during off-peak hours in an effort to maximize fleet availability during times of highest service demand.

Alternative Fueled Vehicle Preventive Maintenance Cycle

Inspection	Interval	Description
A	6,000 (safety)	▪ Vehicle interior and exterior inspections (lights, safety equipment, etc.) ▪ Air brake test ▪ Door and lift operation/cycle ▪ Road test (engine, transmission, brake, steering) ▪ Undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.) ▪ Engine compartment (fluid and leak inspection) ▪ Clean/check battery and cables; fire suppression system inspection
B	12,000	All A level tasks plus: ▪ Oil and filter change ▪ HVAC (Freon level, filter change, function test)
C	24,000	All A and B level tasks plus: ▪ Fire suppression inspections (semiannual) ▪ Fire wire inspection ▪ Blow out lines ▪ Gas sensors test
D	48,000	All A, B, and C level tasks plus: ▪ CNG Tank inspection* ▪ Air dryer rebuild ▪ Differential fluid change ▪ HVAC (leaks, filters, temperature checks, function inspections, brushes, and fan motor condition)

* All technicians will be qualified and provided the necessary training to perform visual tank inspections.

Diesel Fueled Vehicle Preventive Maintenance Cycle (Transit Bus)

Inspection	Interval	Description
A	6,000 (safety)	▪ Vehicle interior and exterior inspections (lights, safety equipment, etc.) ▪ Air brake testing ▪ Door and lift operation/cycling ▪ Road test (engine, transmission, brake, steering) ▪ Undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.) ▪ Engine compartment (fluid and leak inspection) ▪ Clean/check battery and cables ▪ Fire suppression system inspection
B	12,000	All A level tasks plus: ▪ Oil and filter change ▪ HVAC (Freon level, filter change, function test)
C	24,000	All A and B level tasks plus: ▪ Fire suppression inspections ▪ Inspection of fire wires and blow out lines (semiannual)
D	48,000	All A, B, and C level tasks plus: ▪ Air dryer rebuild ▪ Differential fluid change ▪ HVAC (leaks, filters, temperature checks, function inspections, brushes and fan motor condition)

Paratransit Vehicle Preventive Maintenance Cycle

Inspection	Interval	Description
A	6,000 (safety)	▪ Vehicle interior and exterior (lights, safety equipment, etc.) ▪ Brake testing ▪ Door and/or lift/ramp operation/cycling ▪ Road test (engine, transmission, brake, steering) ▪ Undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.) ▪ Engine compartment (fluid and leak inspection) ▪ Clean/check battery and cables ▪ Steam clean/pressure-wash engine ▪ Mobility device lift inspection and service ▪ Climate control systems inspection ▪ Lubrication, oil and filter change (unless vehicle manufacturer recommends a different interval)
B	12,000	All A level tasks plus: ▪ Air filter change ▪ Fuel filter change (if applicable) ▪ Wiper blade change
C	24,000	All A and B level tasks plus: ▪ HVAC (leaks, filters, temperature checks, function inspections, brushes and fan motor condition)
D	48,000	All A, B, and C level tasks plus: ▪ Coolant service

Inspection	Interval	Description
		▪ Rear-axle service ▪ Complete tune-up according to manufacturer's specifications ▪ Evacuate and recharge the air conditioning unit ▪ Serpentine belt change ▪ Engine and transmission fluid/oil analysis

Documentation

The mechanic performing the preventive inspection and repairs has a hard copy of the vehicle file with them. The mechanic will document all preventive maintenance activities on the PM checklist. During this time, the mechanic performing the inspection will repair any minor defects noted previously identified during daily inspections (or otherwise logged in the vehicle file).

Systems Maintenance

MV maintains all mechanical, electrical, fluid, air, and hydraulic systems such that they are safe and in working conditions at all times.

Clean Air Standards

MV will perform annual emission/opacity inspections as required, to meet all applicable clean air standards and the requirements of California Air Resources Board (CARB) Voluntary Compliance Program for the City's diesel bus/van fleet. This includes the maintenance and repair record for any CARB required reports. MV will also administer the Smog Check program for City's Gasoline-powered fleet and support vehicles. MV will obtain all associated permits and licenses and make sure all required charges are paid.

Heating and Cooling Systems

MV requires that its shops regulate passenger compartments to maintain comfortable temperatures at all times and under all climate conditions. During each PM inspection, the HVAC systems are inspected to ensure they are functioning and do not have leaks. The mechanic inspects the condition of all brushes and fan motors and changes the filters.

It is essential to maintain and operate all air conditioning systems, especially during the off-season. Operating these systems weekly at 10-minute intervals confirms appropriately lubrication of the refrigerant compressor; this prevents any leakage in the compressor shaft seal and ensures early detection of any refrigerant loss.

MV will conduct seasonal HVAC inspections.

The table below represents MV's air conditioning PM cycle.

Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre-Season	Check condition of or service the following:
REFRIGERATION/HEATING			
•	•	•	Check refrigerant charge (ball floating in top receiver tank sight glass).
•	•	•	Visually inspect condition of refrigerant hoses and tubing.
•	•	•	Visually inspect for leaks of refrigerant and oil.
•	•	•	Check dry eye in the bottom receiver tank sight glass and/or liquid line sight glass for moisture content.
	•	•	Install service gauge manifold set and check system operating pressures, temperatures and suction line conditions.
		•	Check evaporator pressure regulator (EPR) valve operation.
		•	Replace liquid line dehydrator. ***NOTE: The dehydrator should be changed anytime the system is opened.***
		•	*Check hot water control valve operation (when equipped).
COMPRESSOR/CLUTCH			
•	•	•	Visually inspect clutch armature for wear and overheating caused by slippage
•	•	•	Visually inspect compressor drive belts for excessive wear, tension and alignment (refer to bus manufacturer and/or belt supplier for proper tension).
•	•	•	Check compressor oil level and color (1/4 – 1/2 way up on the sight glass after 15 minutes operation—X426/X430 compressor).
	•	•	Check clutch air gap.045±.005 in. (1.143 ± 0.127 mm) and surface flatness—X426/X430 compressor.
•	•	•	Check compressor oil level and color (1/2-7/8 way up on the sight glass after 15 minutes operation—4GB compressor).
		•	Steam clean compressor and clutch
		•	Check clutch coil resistance and voltage.
		•	Lubricate clutch bearing
		•	Check high pressure and low pressure cutout.
		•	Check compressor oil for acidity.
		•	Check compressor efficiency.
		•	Check compressor oil pump pressure.
ELECTRICAL			
		•	Check thermostat cycle sequence on all modes (e.g., cool/reheat, vent/heat).
		•	Check 125 ampere batteryless alternator excitation voltage and voltage output and inspect brushes and bearings (when equipped).
		•	Visually inspect alternator drive belts for excessive wear, tension and alignment.

Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre-Season	Check condition of or service the following:
		•	Clean alternator, check for signs of corrosion, and check wire connections.
Semi-annually			Check evaporator/heater blower motor speed, voltage and amperes (all motors).
Semi-annually			Inspect evaporator/heater blower motor brushes, commutator, bearings (brush type motors).
Semi-annually			Check condenser fan motor speed, voltage and amperes (all motors).
Semi-annually			Inspect condenser fan motor brushes, commutator, bearings (brush type motors).
		•	Clean control panel area and return air sensor with compressed air. NOTE: The control panel area and the return air sensor may need to be cleaned more frequently.
		•	Check boost pump (OEM supplied) motor operation, and inspect brushes (when equipped).
		•	Inspect all wires and terminals for damage or corrosion. NOTE: If corrosion is present, clean terminals with electrical contact cleaner.
		•	*Check condenser pressure switch/condenser motor high and low speed operation (when equipped).
		•	*Check freeze thermostat (when equipped).
STRUCTURAL			
•	•		Inspect condenser coil for cleanliness.
•	•		Inspect evaporator coil for cleanliness.
•	•	•	Visually inspect unit for loose, damaged, or broken parts.
•	•	•	Clean or replace return air filter (more frequently if necessary).
		•	Clean condenser and evaporator drains. Make sure the evaporator drain hose check valves (kazoos) are in place and in good condition.
Semi-annually			Lubricate evaporator fanshaft bearings
		•	Visually inspect engine coolant hose and hose clamp condition on heater coil system.
		•	Clean condenser and evaporator coils.
		•	Check engine coolant for antifreeze protection down to -30 F (-34 C) to prevent heater coil freeze up.
		•	Tighten all compressor, unit and fan motor mounting bolts and brackets (more frequently if necessary).
		•	*Check condenser air seals and air deflector (when equipped).
		•	Check evaporator blower shaft coupling adjustment and alignment (when equipped).
**If applicable. **Twice monthly during air conditioning season.*			

Oil Analysis

Oil analysis is an excellent way to assess equipment condition by detecting abnormalities before significant issues arise. During the preventive maintenance inspection, the mechanic will pull an oil sample and send it Titan Labs for all analyses. Titan posts results of all analyses online within 24-hours of receipt.

Mobility Lifts and Ramps

To ensure the safety of passengers in mobility devices, MV performs frequent inspections of mobility device lifts and ramps, as follows:

Daily Inspections: During the daily vehicle inspection, each operator is required to cycle the vehicle lift to confirm proper operation. If a lift does not cycle or cycles improperly during the DVI, the operator must notify a supervisor who coordinates repair and/or delivery of a replacement vehicle.

PMI Inspections: Mobility device lifts are inspected and cycled at each preventive maintenance inspection threshold. This includes the replacement of worn components, gear cleaning, and adjustments in alignment as necessary.

Annual Inspections: MV performs annual inspections of mobility device lifts. These inspections include, at a minimum, checking for drifting, leaking cylinders, and ensuring all safety sensors are working.

Mechanics receive online and on-site vendor training for lift inspections.

No vehicle is permitted to enter service without a safe, functioning lift/ramp. If a lift fails while on route, the vehicle will immediately be removed from service and replaced.

On-Board Security Systems

MV works with on board equipment manufacturers and their authorized repair shops for the ongoing maintenance of on-board security systems. MV currently provides DriveCam for this service and will add in Mobileye in the new contract term. MV stocks sufficient spare units to ensure working units on the Compton fleet.

Smartbus and Transit Technology Maintenance

MV employs properly trained technicians who are able to inspect, diagnose, and repair the various electronic on board systems, including but not limited to destination signs, passenger counters, AVL/GPS, vehicle health monitors. These devices' manufacturers provide OEM recommendations relative to

inspection cycles, which will be followed to ensure proper operation at all times. MV will stock all necessary parts and materials to ensure timely repairs.

Maintenance of Fixed Asset Equipment

MV owns several pieces of equipment that are necessary for the daily maintenance activities of the Compton Renaissance Transit system. The local team will maintain all fixed assets in the maintenance area according to factory specifications and conditions. Each piece of equipment that has manufacturer's recommended maintenance interval shall be placed on a routine maintenance schedule, with the corresponding service interval requirements.

Management Systems and OEM Recommendations

MV uses the Trapeze Equipment Asset Management (Trapeze EAM, or T-EAM) fleet maintenance software to track maintenance activities, work-orders, parts, and inventory. This system is a thin client, web based interface that MV's maintenance team can access from one or more workstations in the shop. The software integrates with a myriad of systems including fuel management and inspection tools.

It is of utmost importance that a proven maintenance information system (MIS) is in place; these systems control labor and material costs and help facilitate policy and procedure. The T-EAM system can identify labor and material costs to specific job procedures and maintenance functions. Examples of the level of identification that can be tracked are:

- Oil change
- Tune-up
- Daily cleaning and servicing
- Oil usage
- Fuel usage
- Collision damage
- Inspection program
- Vehicle history reports
- Re-order reports
- Warranty tracking
- Inventory tracking

Purchasing and Inventory Control

In order to purchase parts at fair market value and stay within budget, MV has established several national accounts with vehicle manufacturers and parts dealers. These accounts are negotiated on a volume discount price structure, which deliver the most efficient pricing to MV and its customers.

MV follows all OEM specifications and uses only OEM parts (or equivalent). This prevents safety hazards while promoting best practices. OEM practices minimize

the frequency of unscheduled maintenance, thus improving service quality, reducing costs, and maximizing fleet availability.

MV tracks all parts inventories and use in T-EAM. MV will establish minimum and maximum inventory thresholds; these levels are entered in the T-EAM system, which is used to run inventory reports to alert MV's personnel of parts needs.

Use of Manufacturer Maintenance Manuals and Recommendations

MV follows the recommendations of the original equipment manufacturers (OEM) and purchases OEM (or OEM accepted) parts. An essential part of this process is the use of manufacturer maintenance manuals. The company evaluates OEM carefully when developing the specific maintenance intervals and practices in the bus maintenance plan.

MV follows the manuals prepared by bus and component manufacturers, ensuring best in class maintenance practices, and following the specific guidance and instructions for trouble-shooting, removal, overhaul and repair and replacement of components. These manuals are available in MV's shop and are appended as needed to include updates and service bulletins.

MV works with local vendors and manufacturers to provide equipment-specific training. Additionally, MV subscribes to manufacturers' dealer support web sites and uses web-based maintenance information and technical service bulletins that may be available on a specific chassis or application. These subscriptions include Ford Motor Company, AC Delco (General Motors Products), Cummins Quick Serve, Ricon, and Braun wheelchair lifts.

Warranty Repair

MV will administer warranties, including documenting, filing, and processing claims. Martin Camargo, proposed maintenance manager, will manage all warranty recovery and ensure that MV performs covered repairs in a timely fashion. MV works with local dealerships for warranties associated with chassis work requiring OEM components. Additionally, a certified dealer for both Braun and Ricon, MV can perform all warranty repairs and access all technical data and updates for these lift units. This expedites repairs and ensures lifts are in superior working condition.

The company performs warranty repairs to vehicle body, doors, electrical, seating, flooring, etc. using the prescribed warranty procedure. The maintenance

manager will submit claims for reimbursement upon completion of repair. MV tracks all warranty repairs in T-EAM.

Major Repairs

MV typically identifies one or more local vendors from which it purchases rebuilt engines or in-chassis overhauls. Depending on the local resources available, and their associated costs, MV will determine the most advantageous approach; however, when possible MV prefers to purchase rebuilt engines.

MV either purchases rebuilt transmissions or works with local vendors to rebuild existing transmissions. MV's maintenance team handles all transmission removal and replacement/installation.

It is always best to replace the engine or transmission with new or rebuilt unit so that a warranty is available on the replaced component.

Body Repair

The cosmetic condition of MV's vehicles directly affects passenger confidence in the system. Well-maintained vehicles; clean, intact upholstery; interiors and exteriors free of graffiti; and clean windows, stanchions, and seats all contribute to the public's confidence in using public transportation.

Expeditious body repair eliminates hazards, assures passenger comfort, and reinforces the operators' pride in the service fleet. MV does not tolerate body damage or graffiti and will not release vehicles into service if they have excessive body damage or damage that presents a safety hazard.

During the preventive maintenance inspection or the next scheduled detailing (whichever comes first) MV's mechanics will perform all minor body repair, such as buffing out scratches, minor paint touch ups, etc. MV works with local body shops for major body repair work.

Road Calls

When a road call occurs, the operator will pull over to a safe location and contact dispatch. Using a troubleshooting guide, the dispatcher first attempts to talk the operator through correcting the issue. If the situation cannot be resolved, the dispatch will contact the on-duty technician, then patch him or her through to the operator to assess the severity of the issue. The technician will determine the following:

- **If the operator can resolve the issue himself or herself:** In this case, the mechanic will remain on the radio and coach the operator as needed until the situation is resolved.
- **If the operator requires a replacement vehicle**: In this case, the mechanic may deliver the vehicle himself/herself, or work with dispatch to send a standby operator to the field to transfer the passengers and resume the route.
- **If the mechanic must report to the field to resolve the issue and deliver the vehicle back to the yard:** In this case, the mechanic will drive the shop truck to the location of the vehicle and repair it at the site of the road call.
- **If a tow/wrecker service is required**: In which case, the mechanic will work with the dispatcher, who will coordinate this process.

The dispatcher will log each road call, and the assigned mechanic will complete a vehicle breakdown form, which is stored in the vehicle file. MV tracks all road calls in T-EAM and calculates miles between road failures in order to identify mechanical trends areas of needed improvement.

Maintenance Safety

MV's maintenance program is based on an unwavering commitment to creating and maintaining a safe operating environment and a safe work environment.

All maintenance personnel have access to MV's maintenance/shop safety handbook. This handbook addresses safety rules for all equipment and machinery and tools, outlines requirements relative to personal protective equipment, fire and fluid safety, electrical safety, evacuation, HAZCOM, OSHA, and accident/incident management and reporting.

All MV shops must follow company issued standards regarding housekeeping, first aid/emergency equipment, personal protective equipment (PPE) availability, signage/posters, and MSDS availability.

Maintenance shop and facility audits are performed annually by the director of maintenance to verify that all maintenance activities conform to MV's safety policies.

Lock Out-Tag Out

MV has a companywide Control of Hazardous Energy program, which establishes the minimum requirements for the Lock Out-Tag Out (LOTO) of energy-isolating devices to prevent an unexpected release of hazardous energy

during any equipment servicing, maintenance, or modification activity. This program ensures that the affected equipment or system is isolated from all potentially hazardous energy and is locked-tagged out before authorized employees perform any maintenance activities.

MV requires that personnel strictly follow these procedures when it is necessary to work on any equipment that may release any form of hazardous energy. This program is to be used in conjunction with and is not a substitute for other industry-accepted safety procedures (such as the use of safety tapes, signs, guards, and barriers).

This program is essential to prevent severe personal injury or a fatality from stored energy, to prevent the introduction of hazardous materials into a work-site, and to avoid hazardous work conditions and inadvertent damage to equipment.

Out of Service Monitor

The Out of Service (OOS) monitor is an important component of MV's maintenance safety approach. Displaying up-to-the-minute data regarding fleet availability on monitors hung in the dispatch office and maintenance shop, this tool allows the dispatch and maintenance teams to manage their use of fleet resources and preventing vehicles with maintenance issues from accidentally being placed in service.

When a mechanic places a vehicle out of service, he or she logs the information regarding the maintenance issue, the status of the repair, and the projected out-of-service duration in T-EAM. This data is used to populate the OOS monitor.

Regarding the maintenance issue, the status of the repair, and the projected out-of-service duration. This data is used to populate the OOS list.

Environmental Concerns

MV complies with all local, state and federal regulations regarding waste maintenance. MV follows industry best practices regarding the handling, storage, and disposal of maintenance end products. MV's policy and procedures for these processes will conform to all guiding environmental regulations.

MV's waste management programs are as follows:

- **Antifreeze:** Antifreeze will be properly stored in separate containers. MV will employ a properly certified company to remove used antifreeze.

- **Parts Washing:** MV uses a water based parts wash with parts cleaners. This solution is environmentally safe and biodegradable.
- **Cleaning Solutions:** MV uses bio-degradable cleaning solutions from ZEP Manufacturing Company, www.zep.com.
- **Storm Water:** MV complies with all local, state and federal regulations regarding stormwater. MV will have a proper stormwater plan on file, and all processes will be designed to keep all pollution out of the stormwater drains. MV will use a floor scrubbing machine to pick up any spills, and water will be recycled through the water clarifier.
- **Wastewater:** All wastewater is poured through the clarifier to filter and treat it before it is released into the sewer system.
- **Used Oil:** All used oil will be removed by a certified, insured recycling vendor. This vendor must have proper certification on file.
- **Used Filters:** MV uses filter crushers to condense filters before they are disposed of. All procedures regarding this process will be in compliance with local regulations.
- **Spills:** MV will ensure proper containment systems and containers are readily accessible throughout the facility. Mobile spill kits and proper containment are readily available to provide quick response to any spills in the field. All spills will be taken care of immediately and all containment materials will be properly handled and stored for future removal.
- **Sludge:** Sludge will be hauled away by a properly certified recycling company for proper disposal.
- **Freon:** All of MV's maintenance personnel will be either 608 or 609 certified in the proper use of AC recycling machines.

Maintenance Quality Assurance

MV's management team will oversee the service quality of its maintenance department and will randomly inspect the vehicles after mechanics make repairs. These reviews assess the overall condition of equipment available for revenue service.

It is important that the result of the QA evaluations be presented to management in simple, clear, quantitative terms. This information can then be analyzed to

determine trends, compliance with minimum quality levels, and the need to revise or institute maintenance procedures or job procedures.

Maintenance and safety inspections are performed at various times throughout the year, at intervals that ensure ongoing quality checks and safety assessments.

- **The Monthly Facility Audit (Monthly):** MV's general manager and designated staff are required to conduct facility audits each month to ensure compliance with MV standards.
- **The Semi-Annual Audit (Semi-Annual):** Director of Maintenance Greg Barnett will be responsible for scheduling and completing semiannual audits, using MV's maintenance audit form, with the general manager and maintenance manager present. A review of the audit will be conducted, and an action plan developed (if needed) to correct deficiencies.
- **Safety Management Inspections (Annual):** These inspections assure location compliance with regulatory and company policy requirements and assess the overall safety of the facility. At a minimum, these inspections occur annually and are conducted by the vice president of safety, VICE PRESIDENT OF SAFETY.
- **Maintenance Safety Inspection (Annual):** These inspections assure maintenance-specific compliance with regulatory and company policy requirements and assess the overall safety of the maintenance program. At a minimum, these inspections occur annually and are conducted by the vice president of maintenance. MV also welcomes City facility inspections.

Leadership and Approach

Martin Camargo MV's proposed maintenance manager will oversee Compton Renaissance fleet and facility maintenance and cleaning program. He will report directly to Steve Allan, with accountability to both the City of Compton and MV's corporate maintenance team.

Director of Maintenance Greg Barnett will provide regional oversight to MV's Compton maintenance operation and will be on-site often to meet with MV's team, provide additional support, and perform inspections and audits.

Mr. Simon Branch-Evans, senior vice president of fleet and facilities, provides oversight and control of the company's maintenance program. Mr. Branch-Evans brings more than three decades of executive-level leadership.

Cost Controls and Information Systems

According to the National Transit Database's 2012 National Transit Summaries and Trends, transit vehicle maintenance costs compose nearly 20 percent of all operating expenses[2]. MV works to control maintenance costs by:

- Maximizing fleet availability by minimizing unscheduled maintenance, such as road calls, pre-trip inspection failures, and other urgent repairs;
- Monitoring trends across the company's fleets nation-wide, in order to proactively schedule and address known issues
- Stock parts level based on historical usage and inspection intervals
- Track mechanic productivity and labor costs based on activity type
- Identifying maintenance activities that can be outsourced to local, more cost-effective vendors; and
- Staying abreast of service bulletins and enforcing warranties on all fleet and equipment.

MV uses the Trapeze Enterprise Asset Management (T-EAM) to support fleet maintenance, management, and repair. T-EAM provides a sophisticated solution to manage all maintenance activities while tracking labor, parts, and materials costs.

MV's maintenance team uses this system to track all fleet mileage, schedule all inspections, issues parts usage, track labor costs, manage inventory, and generate repair lists.

Designed by fleet managers, for fleet managers, this system provides an intuitive, user-friendly interface that supports efficiency and cost control in forecasting and budgeting. T-EAM is a single-point interface for all fleet, equipment, and parts management; warranty recovery and repair; labor management; and reporting.

Regulatory Compliance

More than 95 percent of MV's contracts are with transit systems funded by federal dollars and require that MV comply with regulatory standards set forth by agencies such as the FTA, DOT, EPA, OSHA, NTSB, among many other state

[2] National Transit Summaries and Trends (NTST), a portion of the Federal Transit Administration's (FTA) Annual Report, Office of Budget and Policy – October 2013

and local authorities. MV is subject to audits, inspections, records reviews, and reporting as part of its operations.

M. Startup Plan

MV is the current operator of these services; therefore, no transition of service will be necessary should MV be selected for the next contract term. Retaining MV as the City's contractor eliminates the need for a costly startup or the learning curve required by a new contractor and assures the continuity of these important services.

N. EEO/AA

Equal Employment Opportunity (EEO) programs and Affirmative Action Plans (AAP) are prepared on an individual location basis. MV currently maintains an EEO Program pursuant to FTA regulations and a written AAP that is compliant with Executive Order 11246 within the Paramount location. Please find a copy of MV's EEO Certification included in the appendix of the proposal.

MV has an Equal Opportunity Employment (EEO) policy to not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, disability, national origin or any other characteristic protected by law. MV will take affirmative actions to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their age, race, religion, color, sex, disability, national origin or any other characteristic protected by law. Such actions include, but are not limited to the following: employment, upgrading, demotions or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

Commitment to Equal Opportunity Practices

It is the policy of MV Transportation that employment decisions shall be based on merit, qualifications, and competence. Except where required or permitted by law, employment practices shall not be influenced or affected by virtue of an applicant's or employee's race, color, religion, sex, national origin, age, sexual orientation or any other characteristic protected by law. In addition, it is MV Transportation's policy to provide an environment that is free of unlawful harassment of any kind, including that, which is sexual, age-related, or ethnic. This policy statement governs all aspects of employment, promotion, assignment, discharge, and other terms and conditions of employment.

Equitable Labor Management Practices

MV holds a record of equitable labor management practices. It has been a long-standing custom to implement equitable management practices such as progressive discipline, open-door policies, and employee development and empowerment. Location steering committees empower front-line employees to affect change within their specific locations. Further, the specific focus of the company's Bridges Committee is the oversight and protection of the company mission, vision, and values across the organization as a whole. MV's lack of conflict in the area of labor-management, demonstrates its ability to preserve positive relationships with employees, whether covered by a collective bargaining agreement or not. In the end, MV remains committed to mutual respect, individual development, and continual recognition of its employee base.

Discrimination and Harassment Prohibition Policies

All Company employees have a right to work in an environment free from all forms of discrimination and conduct, which can be considered harassing, coercive, or disruptive. Consistent with the company's respect for the rights and dignity of each employee, harassment based on race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship, or any other characteristic protected by law, will not be tolerated. This includes harassment by an MV employee, contractor, agent, or third parties with whom MV employees interact during their employment.

Any employee who believes that he or she has been the subject of sexual or any other form of harassment or observed any harassment is trained and encouraged to bring the matter to the attention of their supervisor, any executive or any human resources employee. Alternatively, they may contact the Employee Relations Hotline.

Bilingual / Multicultural Needs

Bilingual Staff

MV recruits from the local community to ensure its team reflects the language demographic of the service area. At minimum one bilingual (Spanish/English) staff person will be employed and on site during peak hours of service to assist any Spanish speaking passengers.

O. DBE

MV will abide by all Disadvantaged Business Enterprise (DBE) guidelines. MV recognizes its responsibility in developing other minority-owned businesses. MV will prepare and submit quarterly, and annual DBE reports for the City as required. Use local DBE community organizations, disadvantaged contractor groups, local, state, federal DBE offices, and other organization in an attempt to identify additional qualifying DBE vendors.

MV will make efforts to ensure that DBE businesses have the maximum opportunity to participate in this contract, and will never discriminate based on race, color, national origin, disability or sex in the performance of this contract.

P. CNG Experience and Management

It is MV's responsibility as a government contractor to stay abreast of all alternative fuel options and promote the use of clean green fuel in its operations. As the largest provider of public transportation in California, MV is an industry leader in clean air initiatives. MV will use DBE companies for vehicles, fuel, and uniforms.

MV operates CNG vehicles for many of its California clients including Orange County Transportation Authority (OCTA), Union City, Thousand Oaks, Oxnard, Lodi, Burbank and a 110 vehicles CNG fleet for the Texas-based Dallas Area Rapid Transit (DART) service, among others.

As the current provider of service, MV has a CNG fueling location already in place at CNG Natural Gas Fueling Station, California Clean Fuels at 15330 Woodruff Avenue in Bellflower and backup service at SoCal Gas at 701 Bullis Road in Compton.

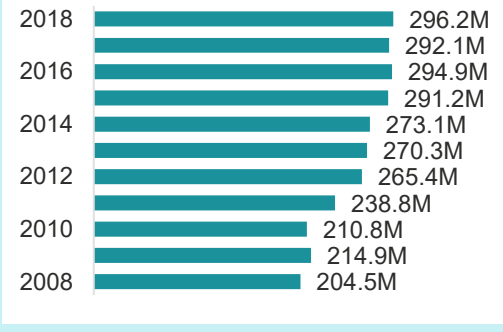
MV brings the City extensive experience with alternative fuels, and works with the Natural Gas Vehicle Institute, National Fire Protection Association, the bus manufacturer and Cummins to ensure its team remains highly trained to work with CNG fueled vehicles and computer engine controls.

In addition, MV's proposed maintenance manager Mr. Martin Camargo has CNG vehicle maintenance experience. This significant support and experience in alternative fuel operations and maintenance expertise will significantly benefit the City.

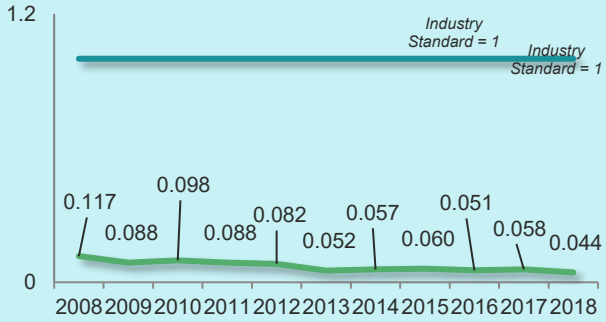
Q. Safety

In 2018, MV operated approximately 296,000,000 miles in areas of high density, extreme weather, and gridlock traffic. From the borough of Manhattan to downtown Los Angeles, to Anchorage, Alaska and Las Vegas, Nevada – our company provides passenger transportation service in some of the most challenging operating environments. We have maintained stellar safety performance – with a 2018 accident frequency rating of just 0.044 preventable accidents that meet NTD reporting thresholds.

MV Miles Driven



MV Preventable Accident Frequency*



**Based on NTD reportable thresholds*

MV's safety and security program is built upon five core tenets of safe service operation:

- People perform their jobs well when they are motivated
- We must constantly remind our team of the importance of safety
- Providing opportunities of employee development improve safety performance
- Safety is enhanced with on-board monitoring systems
- Safety policies and procedures establish the framework from where our safety program will flourish.

Motivational Awards and Incentives

Employee recognition and positive reinforcement is an important part of a positive work culture and employee relations program. We tie this critical component of our operation to safety and security by creating fun, safety-focused teambuilding activities throughout the calendar year. Competitions, contests,

raffles, and parties bring our team together while promoting safety operating behaviors – creating an environment where safety remains the basis for the company's culture, celebration, and reward.

MV's Compton team works together to form either a safety committee or an employee steering committee. These groups develop motivational awards and company events that appeal to the local team. Some examples of successful programs include:

- **"DriveCam Event-Free" contest:** All operators participate in this monthly pool. A vehicle operator without a DriveCam incident within the 30 days, qualify to participate in a raffle to receive a gift certificate for dinner, movie tickets, and Target or Wal-Mart gift cards. The recipients are also recognized during monthly safety meetings and their name is displayed on the company's service excellence announcement board.

- **Safety Challenges:** Employees that complete 30 days without a preventable incident are eligible to win prizes including televisions and mobile devices.

In addition, each MV location participates in company-wide programs:

- **$200 Safety Bonus:** Operators exhibiting safe driving behavior (no preventable incidents) and a strong attendance record receive a $200 annual bonus on the anniversary of their hire date.

- **The Katherine McClary Operator Award:** This award recognizes our finest vehicle operators across the country. Qualifying operators must exhibit safe and professional driving behavior, a positive work attitude, excellent customer relationships skills and strong attendance record. Quarterly, annual, regional and national awards are presented.

- **Safety Pins and Patches:** Operators are given safety pins and patches for each year completed without a preventable accident or injury.

- **Safety Blitzes and Other Safety Events:** Our local Compton management team will host safety blitzes and/or other employee events to promote safety messages.

Safety Awareness

Safety Board

We provides a safety board in the operator break room and the maintenance shop. These monitors display audience-tailored content throughout the day,

delivering safety messages, timely information, performance data, and important notifications from the City.

Safety Board Content				
Corporate Information	**Location Safety Scoreboard**	**Live Information**	**Maintenance Information**	**Call Center Information**
• Daily Safety Message • CEO Messages • Company & Client Directives • Monthly Required Safety Meeting Topics	• Location Identifier • Accidents Month to Date • Days Without a Preventable Accident • Days Without a Work-Related Injury • Safety Meeting Dates & Times	• DriveCam Clips • Current Weather • Breaking News • Live Traffic Map • Live Tweets	• OSHA Info. • Shop Related Slides • DriveCam Clips	• OTP Statistics • Employee of the Month

Safety Messages

Daily, a corporate issued safety message is published and delivered to all MV locations. Each message is posted at the location and read over the radio by dispatch. Additionally, all meetings and conference calls must begin with a safety message.

Mandatory Safety Meetings

Safety meetings offer an opportunity to provide refresher training and address timely topics. All of our Compton employees must attend this hour-long meeting each month.

We hold multiple meetings to accommodate operator and staff schedules. Maintenance safety meetings are held separately and focus on maintenance safety.

All safety meeting agendas are issued by our central safety team and address various safety-related topics. Additionally, monthly safety tasks are assigned with the safety meeting schedule (see table below).

Every MV location receives a safety meeting support packet to aid the meeting facilitator. Support packets include the meeting agenda, an outline for the meeting discussion, and supporting handouts and posters.

2019	Fleet Topic	Maintenance Safety Topic	Injury Prevention Topic	Monthly Task
January	Following Distance	Slips and Falls	Slips, Trips and Falls	Facility Inspection Complete OSHA 2018 log
February	Left Turns and Pedestrians	Bloodborne Pathogen	Strains and Sprains Back Safety	Facility Inspection Post 2018 OSHA 300A Summary
March	Right Turns and Pedestrians	HAZCOM	Fatigue Management and Wellness	Facility Inspection OSHA log review
April	Defensive Driving	Emergency Action Plan	Emergency Action Plan	Facility Inspection Remove OSHA 300A Summary
May	Intersections and Pedestrians	Heat Stress	Heat Stress	Facility Inspection
June	Mobility Device Securement	Lock Out–Tag Out	Bloodborne Pathogens	Facility Inspection National Safety Month
July	Customer Service & ADA Sensitivity Announcements	Machine Guarding	HAZCOM/ Lock Out-Tag Out	Facility Inspection Wheelchair Re-certifications
August	Fixed Objects	PPE (Personal Protective Equipment)	Ergonomics	Facility Inspection OSHA Log Review
September	Pedestrians and Cyclists	Injury and Illness Prevention Program (IIPP)	Injury and Illness Prevention Program (IIPP)	Facility Inspection/ Review and Update - Facility Emergency Action Plan (Safety Policy #21)
October	Distracted Driving	Fire Safety and Extinguisher Training	Fire Safety / Fire Extinguisher Training	Facility Inspection
November	Adverse Weather	Electrical	Emergency Action Plan / Fire Drill	Facility Inspection
December	Defensive Driving and Recap	Housekeeping	11 Month Review	Facility Inspection OSHA Log Review

Certifications and Employee Development

Wheelchair Certification and Recertification

All of our Compton operators and road supervisors will obtain their Wheelchair Recertification annually to ensure safety for all riders. The certification process includes mastery of the following elements as well as an appropriate demeanor – using care and compassion when working with riders with disabilities. To obtain recertification, operators must demonstrate the following procedures:

- Understand local, state, and federal laws as well as mandates and guidelines that apply to wheelchair use as mobile seating;
- Conduct wheelchair safety checks;
- Confirm tie-down systems are in good condition;
- Use a belt cutter for emergency evacuations;
- Load and unload riders in wheelchairs;
- Position wheelchairs on the lift platform;
- Operate the lift both automatically and manually;
- Secure wheelchairs using tie-down systems;
- Care for and maintain securement systems;
- Communicate clearly; and
- Exemplify excellent customer service skills.

LLLC Certification

Our defensive driving program, known as the Triple L-C, teaches professionals *The Four Driving Principles to Safety*™: Look Ahead™, Look Around™, Leave Room™, and Communicate™. These principles reinforce operators' focus on maintaining ample room around their vehicle while maximizing visibility and time needed to make safe operating decisions. This program has contributed to the company's declining accident frequency and improved safe behavior year over year.

Within this program, we provide the LLLC Defensive Driving™ Instructor Certification, a three-tier certification process (silver, gold, platinum) that certifies trainers for a period of two years. The training promotes succession; silver-level trainees must complete MV's new operator development course, the Trainer Certification Process, and the Advanced BTW Instructor Course. Gold-level trainees must complete the two-day certification process, comprising class-based and in-vehicle training. Finally, platinum status is achieved when a gold-level trainee completes a two-day certification in Avatar Master Instructor.

Behind the Wheel Certification

MV knows that operational safety is contingent on a strong and proven training program. The company's steadfast commitment to transit training is demonstrated in its

unique approach to behind the wheel (BTW) training – we require that all BTW trainers are certified by MV before being released into service. Applicants that meet the following qualifications are considered for the role of a BTW Trainer:

- Work History Review Form (Preventable accidents, Worker Compensation claims, attendance, discipline warnings, performance reviews)
- Supervisor Performance Evaluation (conscientiousness, safety oriented, tolerant of stress, excels in teamwork)
- Completion of a structured interview with the safety and training manager or operations manager

MV certifies BTW trainers using intense two-day training. Behind the wheel training includes:

- Group Meeting to discuss Instructor Roles and Responsibilities
- Self-Directed Courses and BTW Manual
- Certification Exam Part 1: 50-question multiple choice certification exam based on the principles and theories presented in the three self-directed courses. Candidates must achieve a minimum score of 80 percent to progress to the next step
- Certification Exam Part 2: 65-question multiple choice exam to assess their general knowledge of MV Transportation performance standards and BTW learning points. Candidates must achieve a minimum score of 80 percent to progress to the next step
- Certification Exam Part 3: 50-question multiple choice exam to assess their advanced knowledge of BTW information and company performance standards. Candidates must achieve a minimum score of 80 percent to pass this exam.
- BTW Ride Along Evaluation

Operator Training Refresher

In addition to refresher training provided during MV's monthly safety meetings, MV requires mandatory retraining at the following points of an operators' employment:

Type of Retraining	When it is provided	Length of Training	Description of Training
Return to Work (after 30 days or more of inactive status)	Required when an operator returns from "inactive" status (from	8 hours	This training consists of a 6-hour classroom review and a 2-hour behind the wheel road check. These focus on

	a period of 30 days or more).		safety standards, defensive driving skill, and vehicle familiarity.
Post-Accident / for cause	Required for any vehicle operator who has received a "preventable" rating for an accident/ incident. This training must be scheduled and given within 10 days following the formal accident rating.	Varies based on the operator's ability to perform the appropriate tasks to standard.	Post-accident retraining is focused on correcting driving deficiencies and standards that contributed to the accident. The operator must demonstrate ability to perform all of the required tasks to standard before being allowed back to driving duties.
Seasonal Refreshers	These refreshers are conducted in preparation of operations during certain periods of the year, typically in the fall.	Varies based on location and topics.	The training will include topics/material appropriate for the region, inclement weather, environmental, and traffic conditions.
Biannually	At a minimum of every two years	8 hours	This training consists of a 6-hour classroom review and a 2-hour behind the wheel road check. These focus on safety standards, defensive driving skill, and vehicle familiarity.

Safety Policy and Procedures

Safety Policy Manual

MV's safety policies set forth operating guidelines that reduce workplace accidents, incidents, and injuries. Our company safety manual comprises more than 40 policies that address vehicle operations, regulatory compliance, maintenance operations, MSDS/ hazardous materials, operational safety practices, and facility emergency management.

Furthermore, we issue documented safety guidelines that outline safety-related responsibilities for all safety, executive, and managerial/supervisory roles. These guidelines outline expectations regarding facility safety and upkeep.

Safety Point System

All operators are subject to the assessment of safety points. The company's safety point system provides clear guidance for all managers when assessing operators' driving behavior.

For new employees, receipt of four (4) points (or more), or more than two (2) separate safety point assessments, during the introductory period will result in termination. For those non-introductory employees, receipt of six (6) points (or more) in any rolling 18

month period, or receipt of three (3) separate safety point assessments within a rolling 12 month period, will result in termination.

Safety points are assessed when an operator is involved in a preventable incident. DriveCam incidents will be assessed points based on severity; all others are assessed as follows:

1 Point	Failure to cycle wheelchair lift Failure to do a proper vehicle inspection (DVI) Driver unbelted or improperly belted when legally required Failure to stop at a Railroad Crossing
2 Points	Unsafe maneuver(s) or act(s) Conviction of a minor traffic violation
3 Points	Backing incident or collision Rear-end collision Failure to provide door-to-door service, to include failure to properly load/unload a passenger via the lift
4 Points	Preventable incident and/or collision up to $15,000 in injuries or property damage
5 Points	Preventable incident or collision up to $20,000 in injuries and/or property damage
6 Points	Preventable incident or collision in excess of $20,000 in injuries and/or property damage Any preventable roll-away incident or collision regardless of damage amount Failure to properly secure/transport a mobility device Failure to properly secure/transport a paratransit passenger Failure to immediately report a citation or incident in a vehicle while in Company service tampering with, disabling, obstructing, abusing, disconnecting, or otherwise interfering with DriveCam or other monitoring equipment Any use of a cellular telephone or electronic device while operating a vehicle in Company service Conviction of a major traffic violation *

(*) A major traffic violation is any citation, in either a personal or company vehicle, that involves any item listed under Major Safety Incidents and/or: (1) Driving while intoxicated or under the influence of alcohol or drugs; (2) Failure to stop and immediately report an incident in which you are involved; (3) Homicide, manslaughter, or assault arising out of the operation of a motor vehicle; (4) Driving while your license is suspended or revoked; (5) Reckless driving; (6) Possession of open container or alcoholic beverages; and/or (7) Speed contests, drag racing, or attempts to flee from an officer of the law, (8) leaving the scene of an accident.

Emergency and Security Plans

MV has specific plans and programs in place designed to mitigate risk and provide a safe, healthy workplace. Each of these plans is available upon request:

- **System Safety Program Plan (SSPP):** With the objective to provide a superior level of safety and minimize any and all risk, MV's SSPP is maintained in accordance with the standards of the American Public Transportation Association (APTA) and the Federal Transit Administration (FTA).

- **System Security and Emergency Preparedness Plan (SSEPP):** This set of comprehensive security goals, objectives, and strategies maximize the security of MV's passengers, employees, and property. This plan is a blueprint for all security procedures.

- **Continuity of Operations Plan (COOP):** This plan template provides MV's operations a base from where to develop its own plan to ensure continuous operations during an emergency. The COOP which sets forth a concept of operations, identifies essential functions, and outlines three potential phases of operation: 1) Activation and Relocation, 2) Alternate Facility Operations, and 3) Reconstitution.

- **Emergency Action Plan:** The EAP assists employees and management in making quality decisions during times of crisis, and to comply with the Occupational Safety and Health Administration's (OSHA) Standard for Emergency Action Plans, 29 CFR 1910.38.

- **Hurricane Preparedness Plan:** This plan incorporates an incident command structure and phased approach to preparation, the release of personnel, and shutdown of project operations whenever the best available information indicates a hurricane could impact continued safe operation.

- **Bloodborne Pathogen Exposure Control Plan:** MV's Bloodborne Pathogen Exposure plan provides the guidance and training needed to protect employees against exposure to bloodborne pathogens. This plan complies with the Occupational Safety and Health Administration's (OSHA) Bloodborne Pathogen Standard, 29 CFR 1910.1030, to eliminate or minimize employee occupational exposure to blood, certain other body fluids, or other potentially infectious materials.

- Additional Health and Safety Plans include:

  > Fire Prevention Plan

- Hearing Conservation Program
- Hazardous Communication Plan
- Illness Prevention Plan
- Heat Illness Prevention Plan
- Lock Out-Tag Out Control of Hazardous Energy Program

5. Storage and Maintenance Plan

The Contractor must indicate the location of their proposed storage and maintenance facility and the Contractor's plan for maintenance of the facility and the equipment therein. At a minimum, this should describe the Contractor plan for (A) maintaining the facility and equipment; (B) monitoring and enforcing all warranties relating to the facility and the equipment; (C) conducting regular inspections of the facility and equipment; (D) cleaning the facility and equipment and assuring that the entire property maintains a professional and orderly appearance. The City may inspect the facility and equipment of the Contractor prior to selecting a successful Contractor.

This facility is located at 7209 Rosecrans Avenue in Paramount and offers space for all City contract functions. From here, MV provides all hiring, training, operations, dispatching, and maintenance and houses offices for its managers.

MV's proposal to the City includes the resources of its entire Paramount location comprising more than 100 managers, dispatchers, road supervisors, mechanics, vehicle service workers, and safety training professionals.

All elements of the facility, including vehicle fueling, cleaning, maintenance, dispatch, and operations will continue to be performed at this location. To enhance the service, MV has dedicated one full-time road supervisor to the City. This addition will meet and exceed the City's requirements of 60-minute response time to a road call.

This location more than satisfies all requirements for the City of Compton Renaissance Transit System. MV's facility is in good condition and provides the following features to accommodate the City's services as outlined below.

Administrative Office	**The facility has 1,625 square feet of office space. This space supports all dispatch, administration, and management of the system. The facility offers ample room for additional operators in the operator training/meeting room.**

Vehicle Servicing Capabilities	This facility is ideal regarding its ability to house the vehicle maintenance activities for the fleet. There are 4,000 square feet of indoor space to perform all vehicle service activities with two drive-thru service bays.
Vehicle Storage	There are two acres of paved outdoor vehicle storage space, which more than support fleet storage.
Security	The yard is well lit and has security cameras throughout the yard as well as in the facility.
Vehicle Cleaning and Fueling	Propane, diesel, and regular gasoline fueling capability are on-site.
Major Equipment	Major equipment includes a tire changer, pressure washer, A/C machine, and Kony vehicle lifts.

The yard is situated on two acres of paved outdoor vehicle storage space; the area is securely fenced and well lit.

MV provides all tools and equipment needed to perform preventive maintenance, service the vehicles, perform component adjustments, and make mechanical repairs. MV-provided tools and equipment include, but are not limited to: compressed air supply, tire-changing equipment, battery maintenance equipment and spare batteries, vehicle lubrication equipment, and tires. MV also provides the equipment necessary to wash and clean vehicles, ensuring all City requirements are met.

Facility and Equipment Maintenance

Audits performed by MV's maintenance manager ensure that facility systems, subsystems, and equipment are checked, inspected, and adjusted to maximize performance according to OEM standards. This team will perform routine preventive maintenance inspection and repair on all facilities and equipment.

Preventive Maintenance

- Roofing
- Water Conveyance
- HVAC
- Lighting Systems
- Electrical Systems
- Trenches, Service Islands
- Plumbing
- Facility Safety
- Parking
- Compressed Air
- Storage Tanks
- Ancillary Equipment

Records of preventive maintenance actions are maintained for all systems, subsystems, and equipment without exception. Completed work orders are filed electronically in the Trapeze Enterprise Asset Management (EAM) maintenance software.

During the performance of these inspections, technicians will use OEM manuals as primary references. If a fault is discovered that cannot be rectified during the preventive maintenance service, a work order will be generated and assigned for repair.

Equipment Maintenance

MV will employ a comprehensive preventive maintenance program for the facilities and equipment that will ensure that these assets remain in excellent working condition. Equipment maintenance is a subset of MV's facility maintenance program, and all inspections and repairs performed on equipment will be tracked and managed in the Trapeze Enterprise Asset Management (EAM) maintenance software system, as part of the facility plan. All equipment will be subject to daily, weekly, monthly, quarterly, and annual inspection intervals.

Like vehicle and facility maintenance, all equipment maintenance will meet or exceed equipment manufacturer recommendations and ensure a safe working and operating environment.

Every single piece of equipment will be subject to MV's maintenance plan. Trade specific contractors may be called to make repairs that cannot be completed by MV's technicians.

All documents and records related to equipment inspections and maintenance will be filed in the maintenance manager's office. Documents and records that are more than two years old are transferred to storage. All documents and records related to preventive maintenance are stored on-site for a minimum period of four years.

Warranty Monitoring and Enforcement

The maintenance manager manages the recovery of all warranties relating to the facilities and equipment and to all systems, components, and subcomponents thereof. This individual is responsible for taking all available actions to assure that all warranty covered repairs are performed in a timely fashion.

MV uses the Trapeze Enterprise Asset Management (EAM) maintenance software in monitoring all warranty work and associated financial recoveries. Tracking these repairs and ensuring reimbursement is an essential component of the company's facility maintenance plan.

Inspections

In addition to preventive maintenance inspections, MV uses the following company-wide facility maintenance programs at its facilities:

- **Annual Facility Audits –** Each location is subject to an annual, comprehensive audit by members of MV's maintenance team. Members of the operations team may also support this inspection. Standard inspection forms and photographs are used to document the condition of all major components at each facility. Components include foundations, substructures, superstructures, exterior closures, roofing, doors, walls, floors, conveyors, plumbing, electrical and safety systems. These audits are used to prepare condition profiles that assist in planning and programming all maintenance repair and rehabilitation projects into annual budget plans.

- **Fire Safety Inspections –** Each location is subjected to unannounced fire inspection. These inspections are based on compliance with all local fire and life safety codes. Inspections are documented in the form of reports, with follow-up on any areas of identified weakness. These inspections will happen at least once a year.

- **Insurance Inspections –** Each division is subjected to a scheduled inspection by MV Transportation's insurance provider on a recurring basis. Insurance inspectors conduct the inspections and provide written reports, documenting their findings and recommendations. This ensures compliance with local, contractual, and company specifications regarding proper maintenance of the insurance required for the division's operation, equipment, and facility.

In addition to the above-scheduled inspections, various members of MV staff conduct daily walk-throughs at each operating facility with a focus on safety. The goal of these inspections is to provide MV employees, clients, and passengers with a safe, reliable, high-quality service at every MV location nationwide.

CHP Inspections

MV operates more transit services in the State of California than any other company. It is responsible for more than 50 operating locations which are subject to California Highway Patrol (CHP) terminal inspections. Over the last five years MV has been subject to hundreds of these inspections as well as numerous Federal Transportation Administration (FTA) Triennial Audits and has maintained an outstanding record with the CHP in achieving satisfactory ratings. ***MV has passed all CHP inspections performed at the Paramount location.***

Cleaning Plan

Facility

MV's maintenance manager is responsible for the oversight of all facility maintenance. Mr. Camargo leads periodic meetings to discuss the cleaning, preventive maintenance and repair of all facilities and equipment. During these meetings and throughout the contract term, the contract will be reviewed to ensure MV is meeting its contractual standards. Additionally, suggestions from staff may be used to implement the new policy and procedure when appropriate.

Cleaning

- Interior (walls, floors, custodial)
- Exterior (walls, grounds, custodial)
- Windows
- Office and shop organization and safety
- Response to employee/City comments

Equipment / Vehicle Cleaning

Daily

All vehicles must be kept clean and free of refuse and debris at all times. The following lists are rules regarding daily bus cleanliness:

- No food or drinks allowed on the vehicle unless approved by clients. This includes drivers.
- Drivers will inspect their vehicles daily to assure that there is no graffiti on the vehicle's interior components. The drivers will note this on their DVI report and will attempt to clean and remove all graffiti that had been placed on the vehicle for that day.
- Vehicles are swept/vacuumed daily at the end of each shift
- Any graffiti and/or vandalism will be repaired/replaced upon discovery

Exterior Cleaning

The vehicle is washed as needed, at least twice/three times per week, to assure a clean professional looking vehicle.

- All exterior body panels are cleaned with detergent and a vehicle washing brush or run through a wash rack. This is done to remove all road dirt, soot, and tar and oil residue on the vehicle.
- All tires and wheels are cleaned using the appropriate brushes. This is done to remove road dirt, and brake dust and marks from white lettering of tires (if applicable).
- All mud flaps are cleaned.
- Wheel wells cleaned.
- Windows and mirrors are cleaned and water spots removed.
- All lighting lenses are cleaned, thoroughly rinsed and dried.

Interior Cleaning

The interior of the vehicle must be clean and professional looking inside. The interior will be cleaned as needed, at least once per week.

- The vehicle is vacuumed in areas that a vacuum can be used.
- Floors are swept and mopped. Light-colored areas, such as the white standee lines and white edges of the steps are cleaned with a stiff-bristled brush to remove grime from the grooves of the rubber.
- Modesty panels are cleaned with a mild detergent to remove dust, footprints and dirt accumulation.
- Clean vinyl passenger seats are cleaned with mild soap and water.
- The stanchions grab rails and handrails are cleaned with soap and water. All accumulated dirt, dust, grime, and oils are removed.
- We use a wet rag to wipe down the ceiling and walls and immediately dry with a dry towel. This removes the accumulation of dust that adheres to the ceiling and walls.
- We clean the instrument panel.

- We clean the steering wheel with the use of detergent and water.
- The instrument panel glass is cleaned with the use of an appropriate glass cleaner.
- Graffiti, any oily prints, and dust accumulation are removed from the windows by cleaning the window with an appropriate glass cleaner.

Monthly Cleaning

The monthly cleaning procedure includes all areas of the vehicle including bumpers, wheels, aluminum wheels, windows, panels, and seats.

Record Keeping

It is critical that all vehicle cleaning be documented on a vehicle wash log and kept in the maintenance files.

Required Supplies

• Environmentally friendly antibacterial soap	• Glass cleaner
• Environmentally friendly exterior bus wash soap	• Mop and bucket
• Broom and dustpan	• Dusting rag
• Washrag and brush	• Paper towels
• Required safety supplies:	• Safety glasses
• Facemask	• Rubber gloves

6. CNG Experience and Management Plan

An explanation of the Contractor's experience in the operation and maintenance of CNG vehicles, and a description of the Contractor's plan for assuring the safe, efficient, and effective operation, maintenance, and fueling of the City CNG vehicles.

*Please refer to proposal section 4**Error! Reference source not found.**: CNG E xperience and Management, for a description of MV's CNG experience.*

CNG Training Plan

MV has specific CNG training programs administered by Maintenance Manager Martin Camargo. Mr. Camargo ensures proper procedures are followed that includes detailed instruction on the proper use of engine oil for alternatively fueled vehicles. Preventive maintenance checklists include all fluid and filter changes at OEM recommended intervals, spark plug and wire replacement every 18,000 miles, annual replacement of the Pressure Relief Valve and inspection of CNG tanks per manufacturer recommendation.

MV Transportation has developed an excellent relationship with the Natural Gas Vehicle Institute and vendors such as John Deere and Cummins to provide training in the maintenance, diagnosis, and repair of compressed natural gas vehicles. Training is provided to the Paramount maintenance team, by personnel from these firms, and by MV's regional support staff.

Safety is a priority when performing repairs on compressed natural gas vehicles. Maintenance and repair technicians perform repairs using the correct methods and tools required. For reference purposes, MV uses NFPA and NGV Institute materials to assure that inspections and repairs comply with their accepted guidelines.

CNG Fuel Island Safety Procedures

MV's maintenance program is based on an unwavering commitment to creating and maintaining safe operating and work environments. MV operators are trained to exercise caution when working with CNG fuel as it is stored under high pressure (3000 to 4000 psi). Additionally, there are safety features built into the fueling stations to prevent fuel lines from decoupling from the vehicle. These locking mechanisms prevent spillage and limit exposure. Further, MV has a good relationship with the owner of the CNG station in Bellflower who will gladly administer safe fueling instructions to MV operators if needed.

7. Cost

A statement of the cost of providing the services set forth in this RFP, including the total price and cost component information required in Exhibit 2A and the proposed base and variable rates per vehicle hour in accordance with Exhibit 2B. The Contractor shall also provide its proposed rates per vehicle hour (both operating rate and layover rate) for special services, as described in Section 1.1, Part III of this RFP. In addition, the Contractor shall also identify its proposed startup costs in Exhibit 3

Please see Exhibit 2 – Total Price and Cost Components, Exhibit 2A – Base and Variable Rates and Special Service Rates, and Exhibit 3 – Startup Cost Components included following this page.

Proposed rates per vehicle hour for special services:

	Year 1	Year 2	Year 3	Option Year 1	Option Year 2
Operating Rate/Vehicle Hours	$ 63.62	$ 66.24	$ 68.42	$ 70.22	$ 70.86
Layover Rate	$ 63.62	$ 66.24	$ 68.42	$ 70.22	$ 70.86

Cost Proposal

Exhibit 2
TOTAL PRICE AND COST COMPONENTS

	Year 1	Year 2	Year 3	Option Year 1	Option Year 2
Wages and Benefits:					
Wages - Operations	$ 398,699	$ 419,629	$ 431,743	$ 442,137	$ 444,092
Employee Benefits - Operations	$ 143,278	$ 149,746	$ 155,720	$ 160,682	$ 164,208
Wages - Maintenance	$ 80,112	$ 82,311	$ 85,150	$ 86,921	$ 88,625
Employee Benefits - Maintenance	$ 28,789	$ 29,373	$ 30,712	$ 31,589	$ 32,770
Other Wages and Benefits	$ -	$ -	$ -	$ -	$ -
Total Wages and Benefits	**$ 650,878**	**$ 681,059**	**$ 703,325**	**$ 721,329**	**$ 729,696**
Supplies and Materials					
Parts	$ 50,763	$ 51,198	$ 53,214	$ 55,314	$ 57,503
Tools	$ -	$ -	$ -	$ -	$ -
Office Supplies	$ 5,243	$ 5,400	$ 5,562	$ 5,729	$ 5,901
Operations and Maintenance Supplies	$ 23,720	$ 24,824	$ 25,569	$ 26,336	$ 27,126
Total Supplies and Materials	**$ 79,726**	**$ 81,422**	**$ 84,345**	**$ 87,379**	**$ 90,530**
Services:					
Professional - Fuel	$ -	$ -	$ -	$ -	$ -
Utilities/Telephone	$ 14,382	$ 14,813	$ 15,258	$ 15,715	$ 16,187
Insurance	$ 41,410	$ 41,785	$ 42,184	$ 42,553	$ 42,867
Miscellaneous - Radio Frequency	$ -	$ -	$ -	$ -	$ -
Total Services	**$ 55,792**	**$ 56,598**	**$ 57,442**	**$ 58,268**	**$ 59,054**
Associated Expenses:					
Rents/Leases	$ 35,038	$ 36,089	$ 37,172	$ 38,287	$ 39,436
Corporate Support	$ 48,014	$ 39,396	$ 40,539	$ 41,446	$ 41,940
Capital Outlay	$ 24,885	$ 24,885	$ 24,885	$ 23,841	$ 23,085
Start-Up Costs	$ -	$ -	$ -	$ -	$ -
Debt Services - Interest Expense	$ 8,147	$ 7,181	$ 6,210	$ 5,219	$ 4,229
Taxes	$ -	$ -	$ -	$ -	$ -
Corporate	$ -	$ -	$ -	$ -	$ -
Other (Payroll)	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
Total Associate Expenses	**$ 116,084**	**$ 107,552**	**$ 108,806**	**$ 108,793**	**$ 108,690**
Profit	$ 57,807	$ 58,280	$ 59,570	$ 60,371	$ 60,535
Total Price*	**$ 960,287**	**$ 984,911**	**$ 1,013,487**	**$ 1,036,140**	**$ 1,048,504**

*MV Transportation's bid assumes that MV will bill back the City for fuel.
** Revenue hour is based on the time the vehicle arrives at the first timepoint to the time the vehicle arrives at the last timepoint.

CONFIDENTIAL

Exhibit 2A

BASE AND VARIABLE RATES AND SPECIAL SERVICE RATES

BASE AND VARIABLE RATES

	Year 1	Year 2	Year 3	Option Year 1	Option Year 2
Variable Rate/Vehicle Hour	$ 81.66	$ 83.75	$ 86.18	$ 88.11	$ 89.16
Vehicle Hours	11,760	11,760	11,760	11,760	11,760
Total	$ 960,287	$ 984,911	$ 1,013,487	$ 1,036,140	$ 1,048,504

SPECIAL SERVICE RATES

	Year 1	Year 2	Year 3	Option Year 1	Option Year 2
Operating Rate/Vehicle Hours	$ 63.62	$ 66.24	$ 68.42	$ 70.22	$ 70.86
Layover Rate	$ 63.62	$ 66.24	$ 68.42	$ 70.22	$ 70.86

CONFIDENTIAL

Exhibit 3
START UP COST COMPONENTS

THIS FORM SHOULD REFLECT ALL START UP COSTS. IDENTIFY THE COST FOR EACH OF THE FOLLOWING COMPONENTS AND DESCRIBE ANY COST THAT IS INCLUDED IN THE MISCELLANEOUS COST SECTION.

Item	**Proposed Start Up Cost**
Utilities/Telephone	$ -
Office Supplies	$ -
Operator Uniforms	$ -
Relocation Costs	$ -
Training Costs	$ -
Wage/Benefits Costs	$ -
Insurnace	$ -
Inventory Set-Up Costs	$ -
Leasehold Improvements	$ -
Corporate Support	$ -
Other Miscellaneous Costs	$ -
Training Vehicle Fuel/Maintenance	$ -
Recruiting	$ -
TOTAL	**$ -**

CONFIDENTIAL

8. Forms

Please find the following forms as an attachment following this section:

- Proposal Bond and Performance Bond
- Debarment Certification
- Lobbying Certification
- Authenticity Certification

9. Proposal Bond and Performance Bond

Please see MV's proposal bond in a separately sealed envelope included with its original proposal submittal. MV has the ability to obtain the required performance bond; please see the letter from MV's surety on the following page.

ZURICH
Zurich North America Surety
Fidelity and Deposit
Company of America
800 Fifth Ave. Ste: 3810
Seattle, WA 98104

August 13, 2019

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

Re: MV Transportation, Inc.
Compton Renaissance Transit System

Zurich North America (parent company for Fidelity and Deposit Company of Maryland) provides the surety bond program for **MV Transportation, Inc**. The contract referenced above is well within MV's bonding capabilities and Zurich is prepared to issue a performance bond if requested to do so.

Should MV be awarded the above contract Zurich will provide MV with an annual, renewable at the bond company's option, performance bond if requested to do so. Of course, the final approval of bonds would require normal underwriting review of the bond form and contract terms and conditions. Zurich North America can transact business in all 50 states and is AM Best Rated A.

MV Transportation, Inc. is one of the leading transportation companies in the nation and we recommend them to you without reservation.

Sincerely,

David Weise

David Weise
Attorney in Fact

Zurich North America
Fidelity and Deposit Company of Maryland

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On August 13, 2019 before me, Nicki Moon, Notary Public
(insert name and title of the officer)

personally appeared David Weise,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nicki Moon (Seal)

NICKI MOON
Notary Public – California
Sacramento County
Commission # 2188447
My Comm. Expires Mar 26, 2021

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
MV Transportation, Inc.

2711 N. Haskell Ave. Ste: 1500
Dallas, TX 75204

SURETY:
(Name, legal status and principal place of business)
Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196

OWNER:
(Name, legal status and address)
City of Compton
205 South Willowbrook Ave.
Compton, CA 90220

BOND AMOUNT: $ Twenty Five Thousand Dollars ($25,000.00)

PROJECT:
(Name, location or address, and Project number, if any)

Compton Renaissance Transit System

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.
/

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.**
User Notes: (2020173937)

Signed and sealed this 19th day of August 2019

MV Transportation, Inc.

(Contractor as Principal) *(Seal)*

(Witness)

(Title) Dorothea DePrisco, Assistant Corporate Secretary

Fidelity and Deposit Company of Maryland

(Surety) *(Seal)*

(Witness) Lynn Patton

(Title) David Weise, Attorney-In-Fact

MV Transportation CORPORATE SEAL DECEMBER 18, 1978 CALIFORNIA

Init.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.**
User Notes:

(2020173937)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On August 19, 2019 before me, Nicki Moon, Notary Public
(insert name and title of the officer)

personally appeared David Weise,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NICKI MOON
Notary Public – California
Sacramento County
Commission # 2188447
My Comm. Expires Mar 26, 2021

Signature Nicki Moon (Seal)

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David WEISE, Rosalie A. MISZKIEL, Nicki MOON, Tina SALAS and Lynn Ellen PATTON, all of Rancho Cordova, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 19th day of June, A.D. 2018.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Assistant Secretary
Dawn E. Brown

_____
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 19th day of June, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of AUGUST, 20 19.

David McVicker, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

Forms

Exhibit 4

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

MV Transportation, Inc. (Name of Proposer) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any Federal department or agency;

2. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, 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;

3. Are not presently indicted for or otherwise criminally or civiled charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not, within a three-year period preceding this proposal, had one or more public transactions (Federal, State, or Local) terminated for cause or default.

(If the proposer is unable to certify to any of the statements in this certification, the proposer shall attach an explanation to this certification).

THE PROPOSER, MV Transportation, Inc. CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION, UNDERSTANDS THAT THE PROVISION OF 31 U.S.C. SECTIONS 3801, ET. SEQ. ARE APPLICABLE THERETO.

Signature of Authorized Representative

Dorothea DePrisco

Name of Authorized Representative

Assistant Corporate Secretary

Title of Authorized Representative

Exhibit 5

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions as amended by "Government wide Guidance for New Restrictions of Lobbying", 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosures Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, MV Transportation, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U>S>C> 3801, et seq., apply to this certification and disclosure, if any.

Dorothea DePrisco

Signature of Contractor's Authorized Official

Dorothea DePrisco, Assistant Corporate Secretary

Exhibit 6

AUTHENCITY CERTIFICATION

The undersigned, being cognizant of the pages, documents, and attachments contained herein agrees to provide the City of Compton with the services described in the Request for Proposal, at the rates set forth in the proposal. The stated proposal shall be firm for 120 days from the due date for this proposal.

The proposer hereby affirms that this proposal is genuine and not collusive, nor made in the interest of any person not therein named; that the proposer has not directly or indirectly induced or solicited any other proposer to refrain from proposing; and that the proposer has not in any manner sought by collusion to secure for himself an advantage over any other proposer.

August 19, 2019

Date

Signature of Authorized Representative

Dorothea DePrisco

Name of Authorized Representative

Assistant Corporate Secretary, MV Transportation, Inc.

Title

Equal Employment Opportunity Plan

MV Transportation

FTA/EEO-4 Program

Division: Paramount, CA

Division 14

Plan Dates: Expire April 2022

Data Dates: April 2016-March 2019

FTA/EEO PLAN

Contents

Confidentiality/Privilege Statement 4

How to File Complaint Process 7

Investigation Process 8

Filing a Formal Complaint 8

Timeliness 8

- Goals and Objective 9
- Dissemination of Policy 9
- Internal Dissemination 9
- External Dissemination 10

Designation of Personnel Responsibility 11

Current Utilization Analysis 14

3-Years Utilization Analysis 18

Goals and Timetables 19

- Assessment of Employment Practices 21
- Recruitment and Selection 21
  - Position Descriptions 21
  - Recruitment Methods, Sources and Referral Procedures 21
  - Application Procedures 21
  - Resume Screening 21
  - Interview and Selection Process 22
- Applicant and Hiring Activity (3-Years) 23
- Training - Drivers 24
- Training – Manager, Supervisors 25
- Seniority 26
- Promotional Practices 26
- Promotional Activity (3-Years) 27
- Compensation 28
- Discipline and Termination 28

Involuntary Terminations (3-Years) 29
External Factors 30
Monitoring and Reporting Systems 30
Analysis 30
Monitoring of Subcontractors 31
Reporting 32
EEO Complaints 32
EEO Complaints – Training 32
EEO Complaint Capturing 33
EEO Complaints – Investigations 34
EEO Complaints – Disciplinary Action 35
EEO Complaints – Case Tracking 36
ADA and Reasonable Accommodation 37
Policy 37
Interactive Process 38
APPENDIX A – EEO Policy 39
APPENDIX B – Organizational Chart 40
APPENDIX C – Open Door Policy 41
APPENDIX D – Summary of Principal Job Duties 42
General Manager 42
Operations Manager 43
Maintenance Manager 44
Safety Manager 45
Human Resources Manager 46
Accounting Manager 47
Parts Manager 48
Assistant General Manager 49
Road Supervisor 50
Safety Trainer 51
Payroll Clerk 52
Customer Service Representative 53

Dispatcher 54
Receptionist 55
Parts Clerk/Maintenance Clerk 56
Shop Foreman 57
“A” Mechanic 58
“B” Mechanic 59
“C” Mechanic 60
Driver 61
Facility/Janitorial/Utility Worker 62
APPENDIX E – Sample Electronic Application 63

Confidentiality/Privilege Statement

Copies of this EEO Program (Plan) and all related documents and support data are made available on loan to the Division's client(s) upon request and on the condition that the client(s) hold them totally confidential and not release copies to any persons whatsoever without prior written consent of MV Transportation, Inc. (MV). The EEO Plan and its supporting documents contain confidential information which may reveal directly or indirectly, the Company's business plans. MV considers this Plan, all portions thereof, and all supporting material to be its private and confidential property to be on loan to the government under specific conditions, and to be exempt from disclosure under federal and state Freedom of Information Acts on the ground, among others, that such material constitutes: 1) personnel files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, which are exempt from disclosure under federal and state law; 2) confidential, commercial or financial information, which is exempt from disclosure under federal and state law; 3) investigatory records compiled for law enforcement purposes, the production of which would constitute an unwarranted invasion of personal privacy, which are exempt from disclosure under federal and state law; and 4) matters specifically exempt from disclosure by statute.

MV Transportation, Inc. further requests everyone who has any contact with this Plan or its supporting documents and other data treat such information as totally confidential and that such information not be released to any person whatsoever.

In the preparation of this EEO Plan, the terminology used in the applicable laws and regulations were used as a guide by MV Transportation, Inc. Therefore, the use of such terms as "underutilization," "deficiency," "problem areas," should not be construed as an admission by MV, in whole or in part, that any protected class has been or are presently being underutilized, concentrated, or discriminated against in any way in violation of federal, state or local fair employment practice laws. Further, nothing contained in the EEO Program or its supporting data should be construed as an admission by MV Transportation, Inc., in whole or in part, that it has contravened such federal, state or local employment laws.

In developing and implementing this Plan, MV has been guided by its established policy of providing equal employment opportunity. Any goals that MV Transportation, Inc. has established herein are not intended as rigid, inflexible quotas that must be met, but rather as targets reasonably attainable by applying every good faith effort in implementing this Plan. The use and/or effect of goals in this EEO Plan is not intended to discriminate against an individual or group of individuals with respect to any employment opportunity for which he, she or they are qualified on the grounds that he, she or they are not the beneficiaries of affirmative action themselves. Indeed, nothing herein is intended to sanction the discriminatory treatment of any person.

Statement of Policy

MV Transportation (MV) management and staff pledge their continued support to the Federal Transit Administration's (FTA) program on equal employment opportunity affecting employment practice, including but not limited to recruitment or recruitment advertising, hiring, upgrading, selection for training, promotion, transfer, demotion, layoff, termination, rates of pay or other forms of compensation and treatment of employees will be administered without regard to race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), age, genetic information, disability, veterans status, or other protected class. and terms and conditions as set forth under the requirement of circular 4704.1A.

MV is firmly committed to a policy of equal employment opportunity and will administer its personnel policies and conduct its employment practices in a manner that results in treatment based on merit, experience and other work related criteria, without regard to race, color, creed, religion, sex, national origin, age, disability or any other protected characteristic under relevant state and federal laws.

MV is committed to undertake an affirmative action program, including recommended goals and timetables, to effectively advance program objectives.

MV is committed to non-discrimination in the provision of all services to its employees and the public. All decisions regarding selection and conditions of employment of eligible persons will be made without regard to race, religion, color, sex, age, national origin, disability, or reprisal. All employee conduct, whether intentional or not, that discriminates against another employee due to race, color, creed, religion, sex national origin, age, disability or any other protected characteristic under relevant state and federal laws will not be tolerated. Such conduct is cause for disciplinary action up to and including termination. Plan is available for inspection upon request

MV is committed to providing reasonable accommodations to applicants and employees who are qualified for a job, so that they may perform the essential job duties of the position.

Any employee or applicant who believes that he/she had been subjected to discrimination or retaliation has the right of contacting their local EEOC office or the company EEO Compliance Manager. Retaliation against an individual who file a charge or complaint, etc., is strictly prohibited and will not be tolerated.

Brandy Gaskin, EEO Compliance Manager has been delegated responsibility for developing and monitoring equal employment opportunity programs. Ms. Gaskin reports directly to the CEO, however, management personnel at every level shares in the responsibility for promoting equal employment opportunity and ensuring essential compliance. Officials, managers and supervisors will be evaluated on the efforts they expend to insure the success of the EEO program the same as their performance on other organization goals. Ms. Gaskin contact-2711 N. Haskell Ave, Suite 1500 | Dallas, TX 75204, telephone (972) 391-4600.

Successful achievement of EEO goals will provide benefits to recipients, sub-recipients, and contractors though fuller utilization and development of previously underutilized human resources.

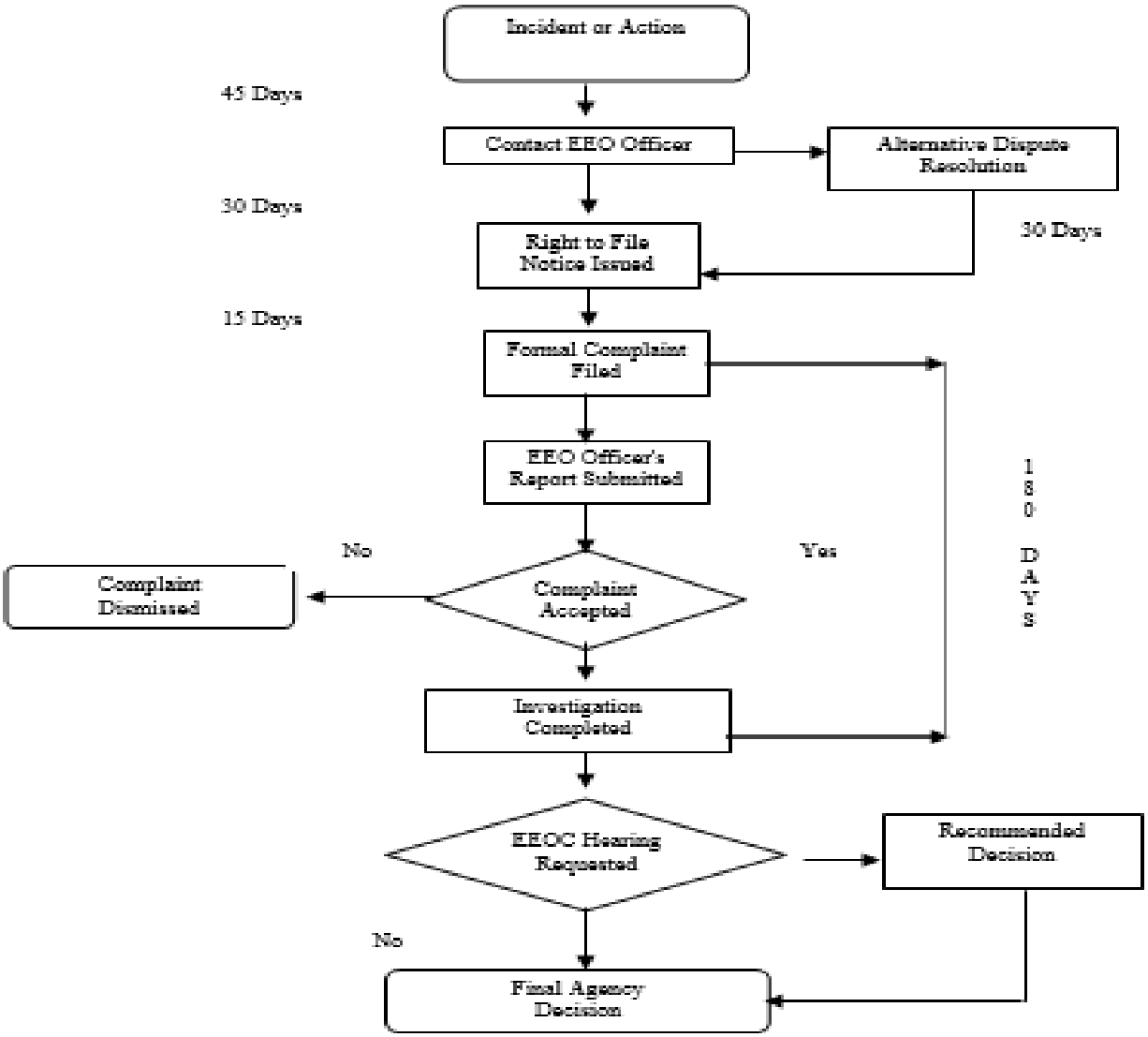
11/4/2018

Kevin Jones

Chief Executive Officer

MV Transportation, Inc.

How to File Complaint Process



Investigation Process

When a complaint is received, the allegations will be investigated promptly in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent possible under the circumstances. The investigation may include review of document, interviews, assessment of evidence and other actions relevant to the circumstance of each case.

In determining whether alleged conduct constitutes an EEO violation, consideration shall be given to facts and circumstances, including the context in which the alleged incident occurred.

If it is determined that a violation has occurred, action to eliminate the offending conduct will be taken promptly. When appropriate, disciplinary action will be taken against the employee up to and including dismissal.

Filing a Formal Complaint

- Complaints may also be filed in person, by telephone or on a statement form.
- Anonymous letters will also be investigated to the extent possible.
- When contacted, complainants should be able to provide corroborating information to support the allegation. For example, names of witnesses, letters, memos, dates and times the incident took place.
- Complainants will be given information on external enforcement agencies (i.e., the EEOC, the Commission on Human Relations.

Timeliness

- A complainant is to report the incident as soon as possible.
- The FTA and EEOC may have their own deadlines to file complaints. Employees and applicants for employment may contact either or all offices for additional information regarding their requirements.
- Disciplinary Action If it is determined that an MV employee engaged in any activity involving a violation to a departmental policy or inappropriate conduct, disciplinary action will be taken as appropriate, up to and including dismissal. Employees will not be disciplined or otherwise retaliated against for reporting in good faith what he or she believes to be a possible violation of MV's EEO

policies, even if he or she is not sure a violation has occurred. However, any employee who is in receipt of a complaint or has knowledge of a potential violation and fails to take action by reporting the matter may be subject to disciplinary action up to and including dismissal.

- Posting All policies relevant to Equal Employment Opportunity are to be posted on bulletin boards, in the Human Resources Division and in areas where employees normally congregate.

Goals and Objective

Goals and objectives shall be reviewed (quarterly, semiannual or annually). The following activities necessary to prepare and update the goals and objectives of the EEO plan:

a) Analyze current staff and staffing patterns to determine the demographics of MV employees and of the order to establish benchmark ratios of race and sex.

b) Based on the ratios developed under section (a), establish short range (less than 1 year) employment goals and objectives to address any areas of under-utilization of minorities or females and/or which would further equal employment opportunity for MV employees or the projected work force.

c) Based on the ratios developed section (a), establish longer range (1-3 years) employment goals and objectives to address any areas of under-utilization of minorities or females and/or which would further equal employment opportunity for MV employees or the projected work force.

Dissemination of Policy

MV Transportation, Inc. is aware of the importance of publicizing and the dissemination of the EEO policy statement by positing in a noticeable locations, where employees, applicants, and potential applicants are aware of the agency's commitment to EEO. MV Transportation disseminate the EEO policy internally and externally.

Internal Dissemination

MV Transportation is committed to communicating the existence of the EEO policy and program to employees, applicants, and potential applicants by:

- Providing written communications from the Chief Executive Officer.

- Posting official EEO materials (e.g., Federal and state labor laws poster(s)) and the agency's policy statement on bulletin boards, near time clocks, in employees' breakrooms, and in the employment/personnel office.

- Including the EEO policy statement in the agency's personnel and operations manual, employee handbooks, reports, and manuals FTA C 4704.1A Chapter 2 – EEO Program Requirements 2-3.

- Meeting with CEO, top management officials (e.g., bus operations, human resources, planning, marketing, etc.) at a minimum semiannually to discuss the EEO Program and its implementation.

- Meeting with all employees and affinity groups to seek input on the program implementation.

- Conducting periodic EEO training for employees and for managers.

- Conducting EEO training for all new supervisors or managers within 90 days of their appointment.

In addition to posting and publicizing the EEO policy statement, MV Transportation includes the policy statement in employee orientation materials and require new employees to sign a form acknowledging they have read and understand the policy. MV Transportation maintain documentation that the EEO policy and program distributed to employees and managers. This includes maintaining agendas, training records and sign-in sheets for meetings conducted when the EEO policy and its implementation are explained.

External Dissemination

1. Recruitment Sources. MV currently partners with Americas' Job Exchange, which has specific exchanges for Veterans, Disability, Women and Minorities as well as networks with state unemployment agencies and community-based organizations. All advertisements seeking applicants for employment will identify MV Transportation, Inc. as an "Equal Opportunity Employer".

2. Outreach. When conducting outreach or partnering/advertising with recruiting sources, MV will ensure that all external recruiting partners have received MV EEO Policy.

3. Advertisements. MV currently relies on CareerBuilder to post open positions. Occasionally, MV may elect to post in a local publication if required to keep up with staffing needs. All advertisements seeking applicants for employment will identify MV Transportation, Inc. as an "Equal Opportunity Employer."

4. External Applicants. MV Transportation, Inc. will notify all applicants of the EEO policy. Application forms state our commitment to equal employment opportunity. Notices to recruitment sources and all employment advertisements state this EEO policy.

Designation of Personnel Responsibility

Brandy Gaskin has been named the EEO Officer and reports directly to Kevin Jones, Chief Executive Officer, for the purpose of achieving compliance with this plan. Additional organizational information in the form of an Organizational Chart is attached as **Appendix B**. The EEO Officer has been charged with the following responsibilities:

1. The EEO Officer is responsible for developing and recommending an EEO policy, a written EEO program and developing an internal and external communication procedures (outlined in prior section);

2. Be sensitive to, and aware of, the varied ways in which discrimination occurred as be committed to the EEO program goals and objectives;

3. Have knowledge of civil rights precepts, policies, rules, regulations and guidelines;

4. The EEO Officer has the authority and ability to work and communicate with other Managers and Supervisors at all organizational levels to achieve EEO goals and objectives;

5. Assisting divisional management in collecting and analyzing employment data, identifying problem areas, setting goals and timetables, and developing programs to achieve goals;

6. Designing, implementing and monitoring internal audit and reporting systems to measure program effectiveness and to determine where progress has been made and where further action is needed;

7. Reporting periodically to the Chief Executive Officer, Chief Operations Officer and regional Senior Vice Presidents on progress of each division in relation to goals;

8. Serving as a liaison between MV Transportation, Inc., federal, state and local governments, regulatory agencies, minority, disabled and women's organizations, and other community groups;

9. Assuring that current legal information affecting affirmative action is disseminated to responsible officials;

10. Assisting in recruiting minority, disabled and women applicants and establishing outreach sources for use by hiring officials;

11. In conjunction with the Director of Compensation, concurring in all hires and promotions;

12. Processing internal employment discrimination complaints (external discrimination complaints are handled by the Associate General Counsel);

13. Working with divisional managers and supervisors to ensure that MV EEO Policy is understood and adhered to,

14. Develop and review EEO training programs for managers and employees, as well as partnering with the Director of Learning and Development to identify the most effective method of learning;

15. Partnering with Human Resources to advise employees and applicants of available training programs, professional development opportunities and minimal entrance requirements, and;

16. Partnering with Human Resources, Legal, and Labor leaders (where needed) to periodically review MV employment practices, reasonable accommodation policies, performance evaluations, complaint procedure, union agreements, and Open-Door policy to ensure effectiveness. The latest policy, last reviewed in January 2017, is attached as **Appendix C**.

Although MV Transportation, Inc.'s EEO Officer has primary responsibility for implementing the company's EEO plan, carrying out EEO and affirmative action is an integral function of all officials, managers, and supervisors. Managers are expected to carry out the following responsibilities as part of their job:

1. Assisting in identifying problem areas and working with the EEO Officer to establish recruiting and hiring goals and objectives;

2. Being actively involved with local minority organizations, women's and disabled groups, community action organizations and community service programs designed to promote EEO;

3. Assisting the EEO Officer by participating actively in periodic audits of all aspects of employment in order to identify and to remove barriers obstructing the achievement of specified goals and objectives;

4. Holding regular discussions with other managers, supervisors, and employees to assure that MV Transportation, Inc.'s policies and procedures are being followed;

5. Reviewing the qualifications of all employees to assure that minorities, vets, disabled persons and women are given full opportunities for transfers, promotions, training, salary increases and other forms of compensation;

6. Participating in the review and/or investigation of complaints alleging discrimination;

7. Conducting and supporting career counseling for all employees; and

8. Participating in periodic audits to ensure that each division is in compliance (e.g., EEO posters are properly displayed on employee bulletin boards).

Current Utilization Analysis

A utilization analysis consists of a workforce analysis and an availability analysis. The purpose of the utilization analysis is to identify those job categories where there is an underutilization and/or concentration of minority males and women in relation to their availability in the relevant labor market.

- Officials and Managers includes, but not limited to:

  CEO
  Vice Presidents
  Directors
  Counsel
  Managers

- Administrative Support includes, but not limited to:

  Reservationist
  Dispatcher
  Lead Dispatcher
  Scheduler
  Administrative Clerk
  Scheduling Supervisor
  Dispatch Supervisor

- Craft Workers includes, but not limited to:

  Mechanics

- Service/Maintenance includes, but not limited to:

  Drivers
  Utility Worker
  Bus Aides

The current workforce analysis, which may include the following position categories (Officials and Managers, Administrative Support, Skilled and Service/Maintenance): Any personnel increase is based on positional and demographical availability.

There are no positional reports in the following categories:

- Professionals
- Technicians
- Para-Professional

Of the (7) **Officials and Managers** positions:

- There was four (4) or 57% female in this position. This exceeds expectation, where availability is listed at 40.7%
- There were two (2) or 28% minority in this position. This exceeds expectation, where availability is listed at 24.8%

Of the (15 **Administrative Support** positions:

- There was eight (8) or 53% females in this position. There is a slight underutilization, where availability is listed at 69.6%. A goal is set to increase females in this position by two (2) whole persons as follows:

  Short-Term (first 12 months): No Goal Set

  Long-Term (2-4 years): Increase by two (2) person.

- There were four (4) or 21% minority in this position. This exceeds expectation, where availability is listed at 21%

Of the (11) **Skilled Worker** positions:

- There were zero (0) or 0% female in this position. This exceeds expectation, where availability is listed at 6.4%.
- There were eleven (11) or 100% minority in this position. This exceeds expectation, where availability is listed at 63.6%

Of the (93) **Service/Maintenance** positions:

- There were fifty-two (52) or 29.1% female in this position. This exceeds expectation, where availability is listed at 30.7%
- There were thirty-eight (38) or 40% minority in this position. There is a underutilization, where availability is listed at 57.6%. A goal is set to increase females in this position by two (2) whole persons as follows:

  Short-Term (first 12 months): Increase by two (2) person.

  Long-Term (2-4 years): Increase by nine (9) person.

	Period As Of: March 2019																	Current				Availability %		% of Under-Utilization		GOAL		PROJECTED % INCREASE							
Dept. Job Title or Number	TOTAL			MALE							FEMALE							MIN		F								12 MO		2 YR		3 YR		4 YR	
	TOTAL	M	F	W	AA	HISP	AS	AIAN	NHOPI	MULTI	W	AA	HISP	AS	AIAN	NHOPI	MULTI	#	%	#	%	MIN	F	MIN	F	MIN	F	MIN	F	MIN	F	MIN	F	MIN	F
Officials and Managers	7	3	4	1	1	1	0	0	0	0	1	1	2	0	0	0	0	2	28.0%	4	57.0%	24.8%	40.7%	3.2%	16.3%	(0.22)	(1.14)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Admin Support	15	7	8	3	1	3	0	0	0	0	1	0	6	0	0	0	1	4	21.0%	8	53.0%	21.0%	69.6%	0.0%	-16.6%	0.00	2.49	0.0%	0.0%	0.0%	1.0%	0.0%	0.0%	0.0%	1.0%
Skilled	11	0	0	0	11	0	0	0	0	0	0	0	0	0	0	0	0	11	100.0%	0	0.0%	63.6%	6.4%	17.0%	35.1%	(32.47)	(67.04)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Service/Maintenance	93	41	52	3	19	17	1	0	0	1	1	24	26	0	0	0	1	38	40.0%	52	55.0%	57.6%	30.7%	-17.6%	24.3%	16.37	(22.60)	2.0%	0.0%	3.0%	0.0%	3.0%	0.0%	3.0%	0.0%
Professionals																		N/A	N/A	0	0.0%			0.0%	0.0%	0.00									
Technicians																		N/A	N/A	0	0.0%			0.0%	0.0%	0.00									
Para-Professional																		N/A	N/A	0	0.0%			0.0%	0.0%	0.00									
TOTAL	126	51	64	7	32	21	1	0	0	1	3	25	34	0	0	0	2																		

AA - African American
AIAN - American Indian or Alaskan
AS - Asian
HISP - Hispanic
NHOPI - Native Hawaiian or Other Pacific Islander
Multi - Two or More Races

3-Years Utilization Analysis

Dept. Job Title or Number	Period As Of: April 2016-March 2019																
	All Employees			EMPLOYEES													
				MALE							FEMALE						
	TOT	M	F	W	AA	HISP	AS	AIAN	NHOP	MULT	W	AA	HISP	AS	AIAN	NHOP	MULT
Officials and Managers	7	3	4	1	1	1	0	0	0	0	1	1	2	0	0	0	0
Admin Support	25	13	12	4	2	4	1	0	0	2	1	0	9	0	0	0	2
Skilled	16	16	0	0	0	16	0	0	0	0	0	0	0	0	0	0	0
Service/Maintenance	295	129	166	6	56	60	5	0	0	2	7	95	52	1	0	2	9
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Para-Professional	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	343	161	182														

AA - African American

AIAN - American Indian or Alaskan Native

AS - Asian

HISP - Hispanic

NHOPI - Native Hawiian or Other Pacific Islander

Multi - Two or More Races

Goals and Timetables

1. Goals and timetables are an excellent management tool to assist in the optimum utilization of human resources. Specific and detailed percentage and numerical goals with timetables must be set to correct any underutilization of specific affected classes of persons identified in the utilization analysis. Usually, long-range goals will be designed to eliminate underutilization in job categories where it has been identified. Based on the utilization analysis, MV Transportation will establish goals and timetables designed to correct any identified deficiencies. The goals and timetables should be attainable, in terms of the analysis and the entire program of affirmative action, to remedy existing employment practices that may unjustifiably be contributing to underutilization. In establishing the size of goals and the length of the timetables, MV should consider results which can reasonably be expected from putting forth every good faith effort to make the overall affirmative action program work. If goals and timetables are not met, there is an obligation to justify this failure following MV annual evaluation of the EEO Program. The justification for failing to meet a goal(s) should address such factors as: whether the anticipated job openings materialized, the availability of persons whose employment could have resulted in the goal(s) being achieved, and the adequacy of recruitment and other affirmative actions to change existing employment practices so that the goal(s) could be achieved.

2. Long-range goals are usually stated as percentages, although numerical projections are recommended where feasible. Such goals should consider the fact that availability of traditionally underutilized or underemployed groups is not constant. Future projections should be taken into consideration. Generally, an EEO Program will be formulated with long-range goals to be attained within a period of 4 to 5 years.

3. Short-term or intermediate numerical goals should be set and pursued in order to assure accomplishment of long-range goals. Short-term goals represent the net increase in minority and/or women's employment in a particular job category within the next 12 months. Short-term goals should be stated, both as actual numbers and percentages, and should be based on anticipated job openings, job group availability, and the long-range goals set for minorities and/or women in the particular job category. Projections of vacancies should also be established in terms of a job progression chart in order to determine which vacancies can be filled immediately by underutilized persons and the possibilities of these persons being promoted into upper-level positions in terms of long-range goals.

4. Short-term or intermediate goals should be weighted and established so that they are likely to produce the greatest results. As an example, if MV has no members of a specific affected group in a particular

job classification, initial short-term goals should be set higher to maximize the expectation of recruitment and selection from the affected group. On the other hand, if MV has a good representation of traditionally underutilized groups in the lower steps of the job progressions, and members of each affected group are moving into higher steps of the job progressions with regularity, a lower allocation of openings at the upper level may be adequate.

5. In developing goals and timetables to correct underutilization, MV should use the following guidelines:

    a. Involve personnel staff and department managers in the process.

    b. Set goals that are significant, measurable, and attainable.

    c. Make goals with timetable specific for planned results.

    d. Consider anticipated attrition, expansion, contraction (especially the impact on employment of projected contracting out and privatization/competitiveness activities), turnover in the work force, and availability of persons with required skills.

    e. Consider effects of changes in existing employment practices that may contribute to underutilization in increasing availability of minorities and women.

    f. Goals should not be rigid and inflexible, but must be targets reasonably attainable by applying every good faith effort to make all aspects of the affirmative action program work.

Assessment of Employment Practices

As a part of its ongoing commitment to the EEO Program, MV conducts detailed assessments of current employment practices in order to identify those that create employment barriers or contribute to underutilization in an unjustifiable manner. The assessments detailed in this section are intended to evaluate the impact of MV employment practices in the areas of recruitment, selection, promotion, termination, transfer, layoff, disciplinary action, compensation and benefits, training, etc.

Recruitment and Selection

Position Descriptions

General job summaries are attached as **Appendix D.**

Recruitment Methods, Sources and Referral Procedures

MV Transportation advertises open position by posting them to CareerBuilder and with America's Job Exchange, which sends jobs to numerous organizations, including state employment agencies, which serve female, minority, veteran and disabled job seekers. Additionally, there is heavy volume of walk-in applicant traffic as well as employee referrals. MV Transportation will need to further analyze whether or not these methods are sufficient as they relate to reaching minority job seekers.

Application Procedures

MV utilizes a web-based online hiring system. This process serves a dual purpose of providing an electronic/online application for applicants and providing MV with an administration interface so that General Managers and other division supervisory staff can manage the application process. This application can be accessed from personal computer; however, applicants typically apply in-person at the division and complete the application on-site using the application kiosk. Assistance with the process is provided for those applicants that have little or no computer experience. For applicants requiring an accommodation to the application process do to a medical condition or disability, an accommodation can be requested. Screen shots of the application are attached as **Appendix E.**

Resume Screening

Unless an accommodation has been granted due to mental condition or disability, all applicants are required to complete MV online application unless an accommodation. Each application is reviewed for completeness, job history, job stability, experience and relevant experience and education. Incomplete

or inaccurate applications may disqualify an individual from consideration for hire, although MV Transportation may make attempts to obtain and/or clarify any missing or questionable information.

Interview and Selection Process

Individuals whose employment applications indicate they may be qualified for a particular vacancy are given an interview. A list of standardized questions is used on applicants for consistency in the process. The purpose of the interview is to establish qualifications for the open position, to review and confirm the information on the application, and to complete any missing information.

Depending on the open position, an applicant may be interviewed by the General Manager, Operations Manager, Safety Manager and/or Maintenance Manager. At the close of the selection process, the hiring manager will consider all elements collectively, including, but not limited to: knowledge, skills, abilities, experience, job history and stability and employment interviews. The final selection is made by the General Manager and the candidate deemed best qualified for the position will receive the job offer.

Depending on the requirements of the position, a candidate who is offered a position must also pass MV corporate qualifications standards, which may include a pre-employment drug test, clean driving record, physical, drug and alcohol testing, and/or background check.

MV Transportation verifies that a newly-hired employee is either a U.S. Citizen or authorized to work in the United States.

For data regarding MV Application and Hiring practices, please refer to the Applicant and Hiring Activity tables below:

Applicant and Hiring Activity (3-Years)

Job Category (Use EEO-4)	Total		W		AI/AN		B		H/L		A		NHOPI		M	
	Male	Female	M	F	M	F	M	F	M	F	M	F	M	F	M	F
1 - Officials & Administrators																
Number Applied	.	.			-	-	-	-	-	-	-	-	-	-	-	-
Total Hires	.	.			-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2 - Professionals																
Number Applied	.	.	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Hires	.	.	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3 - Technicians																
Number Applied	.	.	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Hires	.	.	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 - Protective Service																
Number Applied	.	.	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Hires	.	.	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5 - Paraprofessional																
Number Applied	.	.	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Hires	.	.	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6 - Administrative Support																
Number Applied	10	12	4	2	-	-	-	-	6	7	-	-	-	-	-	3
Total Hires	5	6	2	1	-	-	-	-	3	4	-	-	-	-	-	1
Selection Rate	50.0%	50.0%	50.0%	50.0%	N/A	N/A	N/A	N/A	50.0%	57.1%	N/A	N/A	N/A	N/A	N/A	33.3%
Ratio to Highest Rate	100.0%	100.0%	87.5%	87.5%	N/A	N/A	N/A	N/A	87.5%	100.0%	N/A	N/A	N/A	N/A	N/A	58.3%
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	N/A	N/A	No	No	N/A	N/A	N/A	N/A	N/A	Yes
7 - Skilled Craft																
Number Applied	16	.	-	-	-	-	-	-	16	-	-	-	-	-	-	-
Total Hires	7	.	-	-	-	-	-	-	7	-	-	-	-	-	-	-
Selection Rate	43.8%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	43.8%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 -Service-Maintenance																
Number Applied	123	181	7	8	-	-	54	101	58	55	3	1	-	3	1	13
Total Hires	88	128	3	5	-	-	36	71	46	40	2	1	-	2	1	9
Selection Rate	71.5%	70.7%	42.9%	62.5%	N/A	N/A	66.7%	70.3%	79.3%	72.7%	N/A	N/A	N/A	N/A	N/A	69.2%
Ratio to Highest Rate	100.0%	98.8%	54.0%	78.8%	N/A	N/A	84.1%	88.6%	100.0%	91.7%	N/A	N/A	N/A	N/A	N/A	87.3%
Potential Adverse Impact (Yes/No)	No	No	Yes	Yes	N/A	N/A	No	No	No	No	N/A	N/A	N/A	N/A	N/A	No

Training - Drivers

Drivers – All individuals who are hired into the Driver position must undergo MV standardized driver training program, which includes classroom training, behind-the-wheel training and cadet training.

For drivers, additional safety training is provided every two months and Behind-the-Wheel (BTW) training in done annually.

Driver Training Modules

Course Title	Length of Training	Date & Location of Training	Name of Instructor
Employee Handbook	60 minutes	On-site, first week of employment	Avatar Learning System
Whistleblower	30 minutes	On-site, first week of employment	Avatar Learning System
Harassment	30 minutes	On-site, first week of employment	Avatar Learning System
ADA – Introduction	30 minutes	On-site, first week of employment	Avatar Learning System
ADA – Sensitivity	60 minutes	On-site, first week of employment	Avatar Learning System

Training Module Descriptions

Employee Handbook – An overview of MV Handbook, which includes our EEO Policy, Harassment-Free Workplace Policy and Open-Door Policy.

Whistleblower – An introduction on the importance of making an internal complaint, what should be reported and who it should be reported to. This module also includes information on protection against retaliation for whistleblowers.

Harassment-Free Workplace – This training module discusses the importance of creating a respectful work environment that is free of unlawful harassment. It includes definitions and examples of different types of unlawful harassment, including discrimination and sexual harassment.

Introduction to ADA – This module provides an overview into key components of the ADA, its purpose, and its effect on the day-to-day operations of our business.

ADA – Sensitivity – This module informs employees on different cognitive and physical conditions so that drivers have a solid understanding and respect for our passengers conditions as well as how to properly handle them when acting as a representative of MV.

Training – Manager, Supervisors

Additional training for Managers and Supervisor is included below, along with a course summary.

Manager/Supervisor Training Modules

Type of Training	Frequency	Location	Name of Instructor
Harassment-Free Workplace	2 years	Online	Skillsoft
Code of Conduct/Ethics	2 years	Online	Skillsoft
Selection for Success – Interviewing, Selecting & Hiring	As needed	On-site	Regional HR Director
Selection for Success - Diversity & EEO	Annually	On-site	Regional HR Director
Selection for Success – ADA/ADAAA	Annually	On-site	Regional HR Director
GM Essentials	Once	Offsite	Sr. HR Director and Director of Learning and Development

Training Module Descriptions

Harassment-Free Workplace – This is an interactive, two-hour training module that provides an overview and examples of unlawful harassment, including discrimination, hostile work environment, sexual harassment, etc. It provides supervisors and managers with the tools they need to properly identify and address different forms of harassment while stressing the importance of creating a harassment-free workplace by leading by example.

Code of Conduct/Ethics – This is an interactive, two-hour training module that provides managers and supervisors with an understanding of MV Code of Conduct, including our obligation to obey the law, to avoid conflicts of interest and our goal to provide and maintain an ethical work environment while promoting a positive work environment.

Interviewing, Selecting and Hiring – This module provides an overview into legally protected characteristics and their effect on interviewing, selecting and hiring. This includes an overview into topics that cannot be discussed during job interviews and/or used as a basis for consideration in hiring.

Diversity and EEO – This module discusses the importance of valuing and respecting all people. It illustrates that the goal of diversity is to benefit from having a workforce that fully reflects the community we serve. This module also provides information on Affirmative Action and Equal Opportunity, which ensures that all individuals have an equal opportunity for employment, without regard to race, color, religion, sex, national origin, disability, or veteran status.

ADA/ADAA – This module provides an introduction into the ADA as well as valuable information on what you can and cannot ask applicants as well as what to do if an applicant requests a reasonable accommodation.

GM Essentials – This week-long, offsite, SME-lead training program is intended to provide General Managers with a solid foundational understanding of what is required in their role. This training covers various topics

across multiple functional areas, including: ethics, harassment, discrimination, ADA/ADAA accommodations etc., as well as the GM's role in responding to and/or properly reporting these items.

Seniority

A seniority list is maintained by the Company outlining each classification (full-time, part-time) and each department (Driver, Dispatch, etc.). Work is assigned and/or bid based on seniority and cross-bidding between departments is not permitted. Seniority shall terminate if an employee resigns or quits, is discharged for cause, or is laid off.

Promotional Practices

MV encourages its employees' career development, and in support of that effort, the Division promotes from within whenever possible. Interested employees must complete an application prior to deadline in order to be considered by the interview panel. The panel consists of the General Manager, Safety Manager, Operations Manager, Human Resources Manager (if applicable) and/or Maintenance Manager.

After the interviews are held, the supervisor department manager and General Manager make a final selection. Selection decisions are based on the following criteria: past performance, skill, ability, experience, attitude, efficiency, disciplinary record, attendance record, and length of service. In the event that all applicants were otherwise considered equally qualified, seniority may be used as a basis for making a final selection.

For data regarding the Division's promotional practices, please refer to the Promotion/Demotion Log attached in the table below**.**

Promotional Activity (3-Years)

Job Category (Use EEO-4)	Total		W		AI/AN		B		H/L		A		NHOPI		M	
	Male	Female	M	F	M	F	M	F	M	F	M	F	M	F	M	F
1 - Officials & Administrators																
Number Applied	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Promotions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2 - Professionals																
Number Applied	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Promotions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3 - Technicians																
Number Applied	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Promotions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 - Protective Service																
Number Applied	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Promotions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5 - Paraprofessional																
Number Applied	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Promotions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6 - Administrative Support																
Number Applied	1	1	-	1	-	-	1	-	-	-	-	-	-	-	-	-
Total Promotions	1	1	-	1	-	-	1	-	-	-	-	-	-	-	-	-
Selection Rate	100.0%	100.0%	N/A	100.0%	N/A	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	100.0%	100.0%	N/A	100.0%	N/A	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	N/A	No	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
7 - Skilled Craft																
Number Applied	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Promotions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 -Service-Maintenance																
Number Applied	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Promotions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Compensation

The collective bargaining agreement sets forth initial wage rates and wage increases for covered employees. Initial compensation for all other positions is negotiated through MV corporate office, based on the prevailing bid model. Non-union employees may receive an annual wage increase based on an annual performance review.

Discipline and Termination

Work Rules are needed to ensure the safety and well-being of all employees. The purpose of Work Rules is not to punish employees, but rather it is intended to inform employees about MV expectations and provide a framework for coaching and counseling. MV reserves the right to skip steps in the disciplinary process whenever it determines that circumstances warrant. Work Rules are divided into two groups of offenses:

- Minor Violations are typically addressed in a four-step process, although the Company need not follow this sequence:
    - First Violation – Counseling session/verbal warning
    - Second Violation – Written warning
    - Third Violation – Final warning and/or unpaid suspension
    - Fourth Violation – Termination
- Major Violations will warrant disciplinary action up to a final warning and/or unpaid suspension, or termination.

The reasons that MV can terminate an employee for (but are not limited to) are for poor job performance, poor attendance, lack of a valid driver's license and/or proper medical certification (when required by the job), insubordination, violation of work rules/policies, drug and/or alcohol use in violation of MV Substance Abuse Program, dishonesty, fraud, or for inability to acquire necessary skills to perform the job. When appropriate, an employee may be demoted. Grievance procedures are described in the CBA should an employee decide to grieve his/her termination.

For additional data on terminations, please refer to the Termination Tables below:

Involuntary Terminations (3-Years)

Job Category (Use EEO-4)	Total		W		AI/AN		B		H/L		A		NHOPI		M	
	Male	Female	M	F	M	F	M	F	M	F	M	F	M	F	M	F
1 - Officials & Administrators																
Total Workforce	-	-					-	-	-	-	-	-	-	-	-	-
Total Involuntary Terminations	-	-					-	-	-	-	-	-	-	-	-	-
Involuntary Termination Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2 - Professionals																
Total Workforce	-	-					-	-	-	-	-	-	-	-	-	-
Total Involuntary Terminations	-	-					-	-	-	-	-	-	-	-	-	-
Involuntary Termination Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3 - Technicians																
Total Workforce	-	-					-	-	-	-	-	-	-	-	-	-
Total Involuntary Terminations	-	-					-	-	-	-	-	-	-	-	-	-
Involuntary Termination Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 - Protective Service																
Total Workforce	-	-					-	-	-	-	-	-	-	-	-	-
Total Involuntary Terminations	-	-					-	-	-	-	-	-	-	-	-	-
Involuntary Termination Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5 - Paraprofessional																
Total Workforce	-	-					-	-	-	-	-	-	-	-	-	-
Total Involuntary Terminations	-	-					-	-	-	-	-	-	-	-	-	-
Involuntary Termination Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6 - Administrative Support																
Total Workforce	8	-	4				-	-	4	-	-	-	-	-	-	-
Total Involuntary Terminations	2	-	1				-	-	1	-	-	-	-	-	-	-
Involuntary Termination Rate	25.0%	N/A	25.0%	N/A	N/A	N/A	N/A	N/A	25.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	N/A	No	N/A	N/A	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
7 - Skilled Craft																
Total Workforce	16	-					-	-	16	-	-	-	-	-	-	-
Total Involuntary Terminations	2	-					-	-	2	-	-	-	-	-	-	-
Involuntary Termination Rate	12.5%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	12.5%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 -Service-Maintenance																
Total Workforce	129	155	6	7			56	95	60	52	5	1	-	-	2	-
Total Involuntary Terminations	27	40	1	1			13	30	10	8	2	1	-	-	1	-
Involuntary Termination Rate	20.9%	25.8%	16.7%	14.3%	N/A	N/A	23.2%	31.6%	16.7%	15.4%	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	100.0%	81.1%	85.7%	100.0%	N/A	N/A	61.5%	45.2%	85.7%	92.9%	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	N/A	N/A	No	Yes	No	No	N/A	N/A	N/A	N/A	N/A	N/A

External Factors

Based on the Utilization Analysis, there is no indication that external factors are inhibiting the employment of affected classes.

Monitoring and Reporting Systems

A workforce analysis report showing the race, gender and job classification will be maintained by MV and provided on an annual basis to the Division's client(s), if so requested.

In order to properly assess the progress of the EEO program and to measure the extent to which these goals are met, the company has put together the following procedures:

An important part of any successful EEO program is the establishment of an effective and practical internal monitoring and reporting system. This system should facilitate an overall evaluation of key performance indicators of MV EEO plan, as well as provide a foundation for identifiable corrective action. As part of this EEO Program, MV will monitor records of personnel transactions at all levels to ensure that MV EEO Policy is carried out.

Analysis

1. In collaboration with Human Resources, evaluate quarterly updates of key EEO performance indicators.

2. These indicators shall include a comparative trend analysis of 1) workforce analysis by race, gender and EEO job categories, 2) underutilization of EEO job categories, 3) internal complaints by protected characteristics, 4) external complaints by protected characteristics, and 5) analysis of other significant trends.

3. Monitoring records on applicants, new hires, terminations, and promotions by race and gender to ensure that all employees are treated in a fair and equitable manner.

4. Reviewing divisional goals with senior management staff.

5. Quarterly updates will be shared with the appropriate leadership at the regional and corporate levels, including (but not necessarily limited to) the regional Senior Vice President, the regional Area Vice President, the regional Director of Human Resources, the regional Recruiting Manager and the Corporate Sr. Director of Human Resources. Additionally, the office of the EEO Officer shall ensure that divisional staff are accountable for utilization report information as well as their recruitment efforts.

6. The office of the EEO Officer shall partner with the regional Human Resources Director and the regional Recruiting Manager to ensure that the hiring manager has reviewed the underutilization report(s) prior to receiving final approval to proceed with interviews for vacant positions.

7. A year-end analysis review shall be conducted to assist in the establishment of EEO goals and objectives for the succeeding year.

Monitoring of Subcontractors

The office of the EEO Officer shall be responsible for developing guidance, policies and procedures to comply to the objectives of this program, including ensuring that subcontractors working with MV Transportation on federally-funded projects and contracts comply with all applicable laws and regulations governing equal employment opportunities. Such actions include, but are not limited to: requiring EEO plan submissions from subcontractors on an ongoing basis, reviewing and monitoring subcontractor performance and compliance as they apply to EEO requirements, and conducting site visits and interviews where appropriate to review documentation and identify areas where training may be required.

Reporting

The EEO Officer will be responsible for reporting areas of deficiency to the Division during a formal quarterly review. Underutilization that is identified will be addressed via a joint effort between the EEO Officer, the Corporate Recruiter and divisional management in an effort to identify appropriate corrective action(s) and recruiting strategies.

The EEO Officer is also responsible for chairing a quarterly meeting with senior leadership to provide a Company-wide review of current or newly identified deficiencies, as well as proving updates and action plans on previously identified deficiencies.

EEO Complaints

MV Transportation encourages applicants and employees to seek advice, assistance and help with any complaint they feel may involve issues of discrimination or harassment on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical or mental disability, or genetic information, consistent with Federal and State laws. Any person who believes that he or she has been subjected to discrimination or harassment on the basis of any of the above may file an internal complaint with MV Transportation and/or file an external complaint with State or Federal agencies.

Information is held in confidence to the extent possible unless disclosure is otherwise required by law. Retaliatory action of any kind, taken by an employee of MV Transportation against any witness or any other employee as a result of filing a complaint, is strictly prohibited and shall be regarded as a separate and distinct cause for complaint under these procedures.

EEO Complaints – Training

To address issues of discrimination and/or unlawful harassment, MV Transportation has rolled out an interactive, online training program that all exempt-level employees and employees in supervisory positions are required to take every two (2) years. On-site training is available for groups that require for the training to be conducted in-person. Additional training beyond the basic requirements may also be scheduled as part of the resolution to a specific complaint.

EEO Complaint Capturing

MV has several ways of capturing EEO complaints:

- MV maintains a toll-free 800 "Employee Relations Hotline." The Hotline number is prominently posted at all divisions in break rooms and general area. In addition to divisional postings, the Hotline is described in MV Employee Handbook, which is distributed to all employees when they are hired. All calls to the Hotline are routed to a confidential mailbox, which is checked one to two times per day by MV Directors of Human Resources and Labor Relations. All complaints are assigned to the appropriate regional Director of Human Resources and Labor Relations and promptly investigated;

- Employees who call the main switchboard with complaints of this nature are immediately routed to the appropriate regional Director of Human Resources and Labor Relations for prompt investigation;

- All complaints of this nature received via mail or fax are immediately re-routed to the appropriate regional Director of Human Resources and Labor Relations for prompt investigation; and

- In the event that an employee files an EEO complaint with divisional supervisory/managerial staff, managers are instructed to immediately report it to the appropriate regional Director of Human Resources and Labor Relations for prompt investigation.

EEO Complaints – Investigations

All EEO complaints are thoroughly and promptly investigated promptly by the HR Department. The division has one (1) regional Director of Human Resources and Labor Relations assigned to it, but all investigations are done with the assistance and under the supervision of the EEO Officer, the Senior Director of Human Resources and Labor Relations, and under the direction of MV Transportation's Associate General Counsel.

1. Following the receipt of a complaint, the Director of Human Resources and Labor Relations will meet with the complainant to ensure that the charges are accurately stated and fully understood. During this initial conference, the basis of the complaint shall be clearly defined.

2. The Directors of Human Resources and Labor Relations will conduct a thorough investigation in consultation with the Sr. Director of Human Resources and Labor Relations, the EEO Officer, and Associate General Counsel.

3. The investigation will include interviews will all parties named by the complainant as witness or the employee(s) wholly or partially responsible for the alleged discriminatory act(s). The investigation process will also include a review/analysis of relevant personnel records.

4. The investigation process and submittal of written findings will be conducted in an expedient manner, taking into consideration the availability of the complainant, respondent, witnesses and any other individuals deemed necessary to provide required information. Whenever possible, investigations will be concluded within fifteen (15) business days.

5. Upon completion of the investigation, the Director of Human Resources and Labor Relations shall present a written report to the General Manager and the EEO Officer setting forth all factual findings. This report may include a recommendation for appropriate resolution.

6. Upon receipt of the report from the Director of Human Resources and Labor Relations, the General Manager shall, within ten (10) days, take one of the following actions:

    a. If it is determined that there are no issues of discrimination or harassment on the basis of protected classes (previously named), the General Manager will inform the complainant in writing and the complaint will be dismissed/closed.

b. If it is determined that the alleged discriminatory act(s) occurred, the General Manager will make a determination as to what remedial action(s), if any, will be made to address the issues brought forth in the complaint.

EEO Complaints – Disciplinary Action

If specific violations are identified, a determination should be made into whether counseling or disciplinary action is appropriate.

- **Informal Counseling** – an informal counseling is the conversation between a supervisor and a subordinate in an attempt to correct a work-related behavioral problem. These are generally unwritten. During this conversation, the supervisor must identify it as such to the employee. The supervisor is expected to assist the employee by identifying, specifically, the incident that led to the informal counseling. The supervisor must communicate why the behavior is unacceptable and what is expected of the employee in the future. The supervisor must also communicate that unless immediate and sustained improvement is demonstrated, appropriate disciplinary action may be pursued. Union representation may be requested (if applicable).

  Because informal counseling is verbal and not always witnessed, supervisor need to keep notes and documents memorializing that the conversation took place.

- **Formal Counseling** – A formal counseling is a written document which requires that the supervisor record and identify the conduct required, the actions that led to the counseling, expectations and, if appropriate, a timeline for improvement. The supervisor must communicate that additional disciplinary action may be pursued if immediate and sustained improvement is no demonstrated.

  In the event that the employee refuses to sign written warning, the supervisor must note that the "employee refused to sign" and a witness (another member of management) must sign confirming the refusal.

EEO Complaints – Case Tracking

All investigations are monitored and tracked using iSight, MV case tracking software. Once a complaint is made, the Director of Human Resources and Labor Relations logs the case into iSight. In addition to providing basic database functionality, iSight also allows the Directors of Human Resources and Labor Relations to manage their case loads in a number of ways:

- Allows the Directors, Sr. Director and EEO Officer to run comprehensive reports (scheduled or as-needed) to review case activity a number of ways, including, but not limited to, by Director, by region, by division, by case type, or by any other number of factors.
- Allows the Directors to create reminders for follow-up investigative items, such as phone calls, letters, interviews, etc.
- Allows evidentiary items, documents and exhibits associated with the investigation to be electronically attached to the case and be kept as a part of the case file.
- Allows for the storage of standard templates for response letters to allow for consistent communication with witnesses, complainants and respondents. The system also has the ability to track the communication if it was emailed from within the system.
- Maintains a complete audit trail of any user who has logged into the system, accessed/viewed a case, added information, etc.

ADA and Reasonable Accommodation

Policy

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that require employers with 15 or more employees to not discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of MV Transportation to comply with all federal and state laws concerning the employment of persons with disabilities and act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is our company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

When an individual with a disability is requesting accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.

MV Transportation will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to MV Transportation. Contact HR with any questions or requests for accommodation.

All employees are required to comply with the company safety standards. Current employees who pose a direct threat to the health and/or safety of themselves or other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made in regard to the employees' immediate employment situation.

Individuals who are currently using illegal drugs are excluded from coverage under the company ADA policy.

The HR department is responsible for implementing this policy, including resolution of reasonable accommodation, safety/direct threat and undue hardship issues.

Interactive Process

When a request is made for a reasonable accommodation, the following steps will take place:

1. The division manager or HR representative will send the written request and any medical documents supporting the extension to the corporate LOA supervisor.

2. The LOA supervisor will review all documents and:

    a. Set up a meeting with the division, LOA department, HR and the employee

    b. Send out the 1st interactive letter to the employee informing them of the meeting. In the letter there will be a medical questionnaire for the employee physician to complete

    c. The employee is notified that they must participate in the interactive process

    d. During the meeting there will be an open discussion on how to reasonably accommodate the employee

If a reasonable accommodation is available, the LOA Supervisor will send a letter to both the employee and division with information and confirmation on the accommodation.

If no reasonable accommodation is available, the LOA Supervisor will send a letter summarizing the meeting along with the date the employee will be terminated.

If the employee does not submit the requested written documentation to MV Transportation and/or does not attend the interactive meeting, then a second interactive request will be sent to the employee. If there is still no response, then MV will submit a third and final interactive request to the employee.

If the employee is unresponsive to all three interactive requests, then a letter will be sent to the employee informing them they have been terminated for lack of participation.

If the employee is covered under the CBA (collective bargaining agreement) we must review the leave language if applicable

APPENDIX A – EEO Policy

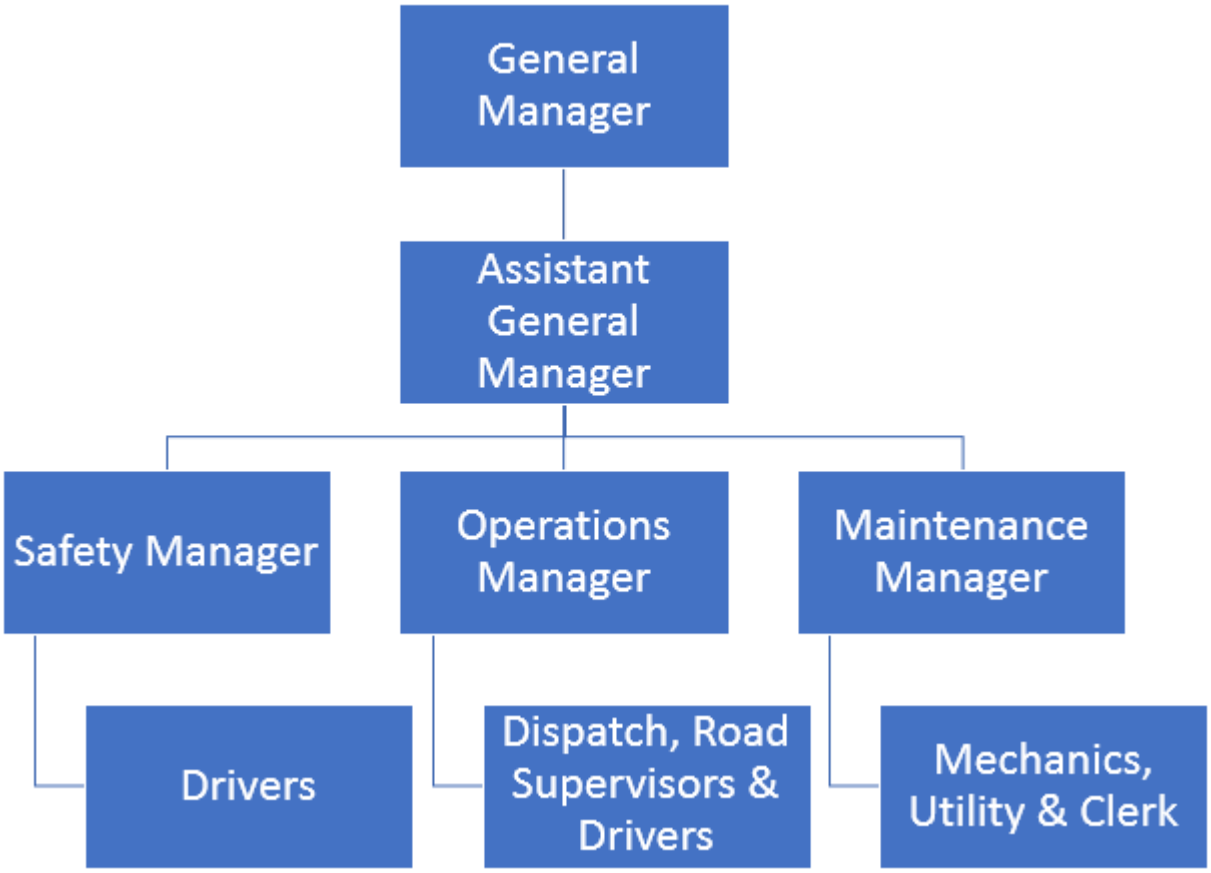
MV employment policy is to provide equal opportunity to all persons. In furtherance of this policy, employment decisions shall be based on merit, qualifications, and competence. Except where required or permitted by law, employment practices shall not be influenced or affected by virtue of an applicant's or employee's race, color, creed, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identification, or any other characteristic protected by law. This policy statement governs all aspects of employment including but not limited to recruitment, selection, promotions, terminations, transfers, layoffs, compensation, training, benefits, and other terms and conditions of employment.

MV prohibits retaliation against applicants or associates who file discrimination charges with federal, state or local fair employment practice agencies, participate in investigations of such charges, or oppose unlawful employment practices.

MV Equal Opportunity Policy is an essential part of the Company's overall commitment to attract, hire and develop a strong, talented and diverse work force. MV will make every effort to reasonably accommodate qualified applicants or employees with disabilities based on the essential functions of the job, as well as the sincerely held beliefs of applicants or employees, provided such accommodation does not result in undue hardship to MV. Any requests for reasonable accommodation should be submitted to your supervisor.

If you need additional assistance, please contact the Human Resources Department via the Open Door Hotline, at 877-687-2338.

APPENDIX B – Organizational Chart



APPENDIX C – Open Door Policy

As a MV employee, you've joined an organization that places high value on customer service. That same high value is placed on employees. You will find your supervisor values you as an employee and is there to help guide and assist you in performing your role.

We challenge ourselves to take the initiative and be part of the solution. Anytime you have a suggestion or idea to make things better or a concern about the way things are done, discuss it with your supervisor or any member of management. Your input is a valuable part of our success.

We are committed to addressing workplace concerns and issues important to you. If a situation arises with your job, another employee, or customer that makes you uncomfortable, MV asks that you immediately bring it to our attention. You can discuss the situation with your supervisor. If, for any reason, you do not want to discuss the situation with your supervisor or if you feel issues remain unresolved, you can contact another member of management or you can call our Open Door Hotline at 877-687-2338 or email at opendoor@mvtransit.com. You can also write to us at MV Transportation, 5910 N. Central Expressway, Suite 1145, Dallas, TX 75206. Address your letter to the Vice President of Human Resources. Please see our Open Door policy for more information.

You can be assured that such complaints will be investigated and that you will not be subject to any adverse action as a result of making a good faith complaint.

APPENDIX D – Summary of Principal Job Duties

General Manager

The General Manager will provide support, leadership and direction to assigned operating location to ensure delivery of annual business plans. He/she will control the daily operation of our transportation contract, in compliance with the policies of the contracting agency and in conformance with Company procedures. Key responsibilities include:

Job Description/Duties

- Identify select, train and mentor location staff.
- Effectively and frequently communicate with location staff and support team members.
- Oversee safety and training programs, plans and processes to ensure compliance with company, contract and regulatory requirements.
- Maintain client contact routinely to meet or exceed expectations.
- Ensure that all location financial metrics are managed continuously, exceptions are reported and action plans are developed to ensure the location meets it financial, safety and operational expectations.
- Implement, promote and adhere to company policies and procedures.
- Participate in labor and employee relations activities.
- Provide insight and information to support location(s) contract renewals.
- Create and present annual budget.

Requirements

College degree or equivalent business management experience. Management experience required. 20-25 years Transportation/transit experience required.

MS Office, strong analytical skills, strong written and verbal communication skills and high degree of multi-tasking skills

Operations Manager

The Operations Manager is responsible for providing complete oversight in the following operational areas:

- Reviews Monthly Financial Statements (including AR/AP processes).
- Participates in Monthly Safety Meetings.
- Maintain contact with local union for operational \ disciplinary issues.
- Monitors and evaluates Operational statistics; includes: vehicle on-time statistics, missed runs, revenue/cost data, total work hours, total pay hours, customer complaint data, accident data, road call data, and other operations related functions.
- Assures location compliance to the Standard Operating Procedure as outlined by the client, as well as MV Policy Handbook and the current Labor Agreement.
- Performs all other duties as assigned and may assist with other areas based on location needs.

Requirements

- Ideal candidate will have 15+ years of Transit Industry experience.
- Trapeze Integrated Transit Software knowledge is a must
- Labor Negotiations Experience.
- A motivated, self-starter who is able to work in a fast-paced environment.
- Excellent communication (written and verbal) and decision-making skills.
- Excellent interpersonal and organizational skills with extreme attention to detail and accuracy.
- Demonstrate regular and consistent attendance and punctuality.
- Previous management experience is required.

Maintenance Manager

The Maintenance Manager position is responsible for and has complete oversight of the entire maintenance function.

Key Responsibilities/Experience

Position will be responsible for:

- Tracking and controlling parts inventories
- Managing relationships with vendors and suppliers
- Implementing and managing work schedules, projects and assignments
- Managing the financial and accounting aspects of a fleet maintenance operation
- Communicating effectively with all levels of staff, both written and orally

Requirements

- Must have computer skills and working knowledge of MS Outlook, Excel and Word
- Must be able to read, understand, edit and create spreadsheets
- Must have technical competence with light/medium/heavy-duty vehicle repair and preventive maintenance
- Must display initiative, professionalism and tact at all times
- Must have a minimum of 15+ years of fleet/vehicle maintenance management experience

Safety Manager

Job Description/Duties:

- Manage new hire and veteran operator training programs, including keeping all appropriate documentation, to ensure that all operators receive the maximum initial & recurrent training and that all current employees receive required ongoing and post-accident training.
- Respond to and/or provide for trained staff response to operator accidents and incidents, ensuring appropriate collection of information, documentation of events, and reporting per company and client policy.
- Conduct regular audits of employee training files and vehicle maintenance files and conduct regular facility safety audits ensuring compliance with OSHA and EPA regulations and related corporate policies.
- Hire and manage all safety department employees to ensure that all safety staff have appropriate qualifications, certifications and training.
- Provide regular reports to local and corporate management staff of safety department efforts, claims status, training efforts, accident history, worker's compensation claims status, and other required information.

Knowledge, Skills, &Abilities:

- Knowledge of local training program and local operations as well as familiarization with the service area.
- Knowledge of State and Federal regulations and corporate safety programs and policies
- Ability to communicate effectively and work with all departments
- Strong organizational and analytical skills as well as the ability to work independently
- Familiar with windows-based computer operating systems and Microsoft Office packages.

Human Resources Manager

This position will have responsibility and oversight for all Human Resources and Labor functions.

Job Description

- Manage the negotiations and renewals of Collective Bargaining Agreements and serve as the point-person on union-related matters.
- Investigate and document employee relations issues.
- Provide support to department heads and supervisors on day-to-day decisions regarding disciplinary matters, performance management, and terminations.
- Provide training to department heads and supervisors on labor and HR-related protocol.
- Ensure compliance with federal and state laws regarding employment and labor-related matters.
- Represent the division at arbitrations.

Job Requirements

- Lead Chair experience negotiating Collective Bargaining Agreements.
- Extensive experience with conducting employee investigations.
- Extensive experience with resolution of grievances and the arbitration process.
- Strong Collective Bargaining Agreement interpretation skills.
- Ability to be self-directed and manage multiple tasks in a fast paced, demanding work environment.
- Ability to work collaboratively and form positive relationships with operational managers, as well as with union representatives and officers. Ability to handle and provide support in a multi-unit environment.

Additional requirements:

- Bachelor's Degree in a relevant field, Master's a plus.
- PHR or SPHR strongly preferred.
- Must display strong writing ability.
- Must be proficient in Microsoft Office, especially Word and Excel programs.

Accounting Manager

Job Description/Duties:

- Analyzes budget requests and directs the preparation of the budget
- Prepares annual financial statements and reports required by law or the contract.
- Develops and maintains an accounting system.
- Maintains a running analysis of accounts.
- Supervises the maintenance of essential accounting records and files.

Requirements:

- A Bachelor's degree from an accredited college or university with a major in Accounting, or a closely related field is required
- Knowledge and ability to apply the principles, methods, and procedures used in budgeting, accounting, internal auditing, program evaluation, and financial and managerial reporting.
- Knowledge and ability to apply the laws, rules, and regulations governing the installation, operation, and keeping of accounts and their application to specific situations.
- Knowledge of the preparation of involved and detailed accounting and other financial reports containing findings, conclusions, and recommendations.
- Ability to make oral and written presentations in a clear, concise manner.
- Ability to learn to utilize various types of electronic and/or manual recording and information systems used by the company.
- Minimum of 5 years' experience consisting of:

Parts Manager

Job Description/Duties:

- Maintain an orderly workplace
- Provide oversight and direction to the Parts Clerk
- Properly staffing the department, including hiring, firing training and motivating the performance of all parts department staff
- Oversee an annual operating budget for the parts department
- Work with the maintenance and body shop managers to ensure inventory is available when needed
- Establish competitive pricing specification in various categories with vendors
- Determining appropriate inventory levels while ensuring periodic parts turnover
- Adjust stock to curtain accumulation of unused or old parts
- Confirm that parts are appropriately coded and organized

Requirements

- Must be aware of the latest automotive technologies
- Must have at least 5 years of experience as an automotive Parts Manager in either transportation or automotive dealership
- Computer proficiency in MS Outlook, Excel and Word
- Understand and keep abreast of federal, state and local regulations
- Strong communication skills in order to properly communicate with employees and vendors
- Valid driver's license

Assistant General Manager

Job Description/Duties

- Provide backup to the RVP/General Manager as needed in all areas of the operation
- Assist the RVP/GM with selecting, training and mentoring local staff
- Effectively and frequently communicate with location staff and support team members.
- Oversee safety and training programs, plans and processes to ensure compliance with company, contract and regulatory requirements.
- Maintain client contact routinely to meet or exceed expectations.
- Ensure that all location financial metrics are managed continuously, exceptions are reported and action plans are developed to ensure the location meets it financial, safety and operational expectations.
- Implement, promote and adhere to company policies and procedures.
- Participate in labor and employee relations activities.
- Provide insight and information to support location(s) contract renewals.
- Create and present annual budget.

Requirements

College degree or equivalent business management experience. Management experience required. 10-15 years Transportation/transit experience required.

MS Office, strong analytical skills, strong written and verbal communication skills and high degree of multi-tasking skills

Road Supervisor

Job Description/Duties:

- Conduct site checks and road observations according to client and local policy. Document findings accordingly and provide necessary reports to project staff.
- Conduct wheelchair securement and vehicle cleanliness checks on in service vehicles.
- Monitor street operations for on-time performance and schedule and route adherence.
- Respond to accidents and incidents assisting to manage the situation as well as collecting all required information, assist dispatch and operations staff in resuming service levels according to contract specifications and minimizing passenger disruptions.
- Accompany operators to medical facilities as required after accident or injury, ensure proper administration of post-accident drug and alcohol testing.
- Ensure that all operators are fit for duty, meet uniform and equipment standards and are in possession of proper licensing and certifications.
- Provide feedback to safety and operations departments on service items that affect safety and performance, identify potential safety hazards and provide feedback to be incorporated into daily operations procedures.
- Accurately document all field observations and ensure file maintenance.

Requirements

- Must have a CDL with P endorsement.
- Must be able to show proof of clean driving record.
- High School Diploma or Equivalent, Certifications according to local contract requirements
- Previous passenger transportation in current project or similar environment preferred. Previous training and/or field supervision experience preferred but not required.
- Familiarization with service area.
- Ability to manage emergency situations.
- Knowledge of State and Federal regulations and corporate safety programs and policies.
- Ability to communicate effectively and work with all departments.
- Ability to work independently and objectively.

Safety Trainer

Job Description/Duties:

- Assist the Director of Safety will all aspect of the training program, including new hires, routing retraining and post-accident training.
- Respond to and/or provide for trained staff response to operator accidents and incidents, ensuring appropriate collection of information, documentation of events, and reporting per company and client policy.
- Assist the Director of Safety with regular audits of employee training files and vehicle maintenance files and conduct regular facility safety audits ensuring compliance with OSHA and EPA regulations and related corporate policies.

Knowledge, Skills, &Abilities:

- Knowledge of local training program and local operations as well as familiarization with the service area.
- Knowledge of State and Federal regulations and corporate safety programs and policies
- Ability to communicate effectively and work with all departments
- Strong organizational and analytical skills as well as the ability to work independently
- Proficient in MS Outlook, Word and Excel

Payroll Clerk

Job Description/Duties:

- Review time records for accuracy
- Compile payroll data and enter information into the payroll system
- Ensure no overpayments of time, overtime or paid time off
- Print up checks and direct deposit advices
- Sort, stuff and distribute paychecks

Requirements

- 2 or more years of experience in accounting, including General Ledger, AP, Financial Reporting, or Payroll
- Computer proficiency, including experience in MS Outlook, Word and Excel
- Payroll-related working knowledge of general payroll practices
- Maintain confidentiality

Customer Service Representative

Job Description/Duties:

- Receive incoming calls from customers in a timely manner
- Interacts with customers in a professional manner to provide solutions and answers
- Provide necessary follow up with customers as needed

Requirements

- Basic computer and math skills.
- Proficient in MS Outlook, Word and Excel
- Customer service experience required.
- Strong interpersonal skills and excellent written and oral communication skills required.
- Critical thinking and problem-solving skills are also required.
- Transit experience a plus.
- Ability to work a varied schedule; rotating weekend work required.

Dispatcher

Position is responsible for providing direction to and maintaining two-way communications with all operators while monitoring system performance and making scheduling adjustments where necessary to maximize on-time performance,

Key Responsibilities

- Assign stand-by or extra-board operators in the event of operator absences, increased service volumes or in order to minimize service disruptions as a result of traffic, vehicle malfunctions, operator problems and/or emergency situations.
- Maintain attendance log for operators and other appropriate staff
- Assign vehicles giving consideration to preventive maintenance schedules and capacity needs
- Maintain two-way communication with operators, providing information on customers, cancellations, and directional assistance where necessary
- Monitor operators and trip status, making adjustments and reassignments as necessary to ensure on time performance
- Maintain professional demeanor and appearance.
- Handle multiple tasks accurately and effectively in a fast paced environment.

Requirements

- High School Diploma or Equivalent
- Previous data entry, dispatch, customer service, supervisory and/or operating experience desired but not required
- Strong customer service skills.
- Data entry experience and general knowledge of windows-based computer operating system and Microsoft Office package.
- Knowledge of service area.
- Ability to read, write and speak clearly the English language – basic knowledge of Spanish may be required depending on contract location and requirements,
- Able to use multi-line phone system and handle multiple tasks concurrently.
- Ability to work independently and follow directions.
- Ability to adapt and remain flexible in a dynamic environment.

Receptionist

Job Description/Duties:

- Greet visitors and assisting them by providing them with the information needed or by referring them to the correct staff member
- Operating the telephone switchboard by answering incoming calls, transferring calls to appropriate personnel, taking messages and using the paging system
- Document visitors who come into the building
- Perform general administrative duties and maintaining the lobby/reception area

Requirements

- Must possess excellent organizational skills
- Must be friendly, courteous and possess excellent interpersonal and communication skills
- High school diploma or equivalent
- Proficiency in MS Outlook, Excel and Word

Parts Clerk/Maintenance Clerk

Job Description/Duties:

- Check in daily parts orders and place into inventory
- Report any shortages, overages and damages to parts manager.
- Pull maintenance orders to meet parts delivery schedules.
- Assist delivery drivers in loading and unloading of parts.
- Report all stock outages or quantity discrepancies to parts manager.
- Participate in perpetual inventories as directed by management.
- Assists with other duties within the parts department.
- Conduct will call or emergency purchase delivery duties.
- Maintains fleet records on preventive maintenance schedules and corrective maintenance performed on all units.
- Inputs fleet information into the computerized fleet management system.
- Administrative duties as assigned

Requirements

- Candidates must be 21 years of age or over.
- Computer Skills (Word & Excel).
- Clerical skills: file, alphabetize, organize, count & sort.
- Able to lift 50 pounds.
- Maintain a strong attendance record.
- Follow company safety and operational rules and procedures.
- Must possess a clean DMV record and a reliable employment history with a strong attendance and punctuality record.

Shop Foreman

Job Description/Duties:

The **Shop Foreman** manages all day-to-day maintenance aspects of the maintenance operation to include primary associated and preventative maintenance and any warranty or non-warranty repairs of buses. The Maintenance Supervisor will be overseeing all maintenance and utility staff. The Supervisor will assure that all contractual requirements are achieved. Duties include daily, weekly, monthly and annual reporting responsibilities. Successful applicant will work and report to the Resident Maintenance Manager in the running of the day-to-day business. Position will be supervising a currently growing fleet 175 paratransit vehicles with a variety of gasoline and diesel engines. In addition, the Maintenance Supervisor must have experience with Air Conditioning systems, transmissions, emission control systems, and wheelchair lifts. The chosen candidate will be required to participate as needed in the maintenance and repair of the fleet.

Requirements

- Must possess at least 5 current ASE certifications.
- Must be able to properly prioritize, implement and manage work schedules, projects and assignments.
- Must have the ability to track and control parts inventories, vendors and suppliers.
- Must be able to communicate effectively with all levels of staff in written and oral formats.
- Must have computer skills including word processing, spreadsheets and Microsoft outlook.
- Must have technical competence with heavy duty vehicle repair and preventive maintenance.
- Must display initiative, professionalism, candor and tact at all times.
- Must have a minimum of 5 years fleet / vehicle maintenance management experience.
- Experience with paratransit vehicle maintenance preferred.

"A" Mechanic

Job Description/Duties

The "A" Level Technician will perform routine maintenance and repairs on all fleet vehicles and shop equipment and facility. The Technician is required to perform all other duties as required and needed to operate the maintenance department within reason to their scope of ability or as directed. This position will perform engine and transmission replacements, air conditioning repairs, drivability diagnosis and electrical and wiring problems.

Requirements

Abilities: Understand the theory, operation, and repair of gas and diesel engines, heating and cooling, and brake systems; learn and follow industrial and shop safety rules; read and interpret technical manuals and schematics; effectively use computers and the Company's software programs for inventory and parts

Additional Requirements

- Must be able to properly prioritize, implement and manage work schedules, projects and assignments.
- Must be able to communicate effectively with all levels of staff in written and oral formats.
- Must have computer skills including word processing, spreadsheets and Microsoft outlook.
- Must have 5+ years of experience as a full time journey level mechanic.
- Possess a "Master" ASE Certification.
- Experience as a certified "A" Mechanic preferred.
- Have taken basic automotive or heavy duty repair courses or have good understanding of basic automotive/heavy duty systems.
- Must have a rolling steel tool box and the needed tools to complete "A" level work.
- Must be a least 21 years of age.
- Must possess, or be able to obtain within 90 days of employment, a valid Class "C" Commercial Driver License with Passenger Endorsements, and a medical certificate.
- Work well with others and display initiative, tact and professionalism at all times
- Able to lift up to 70 lbs.

"B" Mechanic

Job Description/Duties

The "B" Level Technician will perform routine maintenance and repairs on all fleet vehicles and shop equipment and facility. The Technician is required to perform all other duties as required and needed to operate the maintenance department within reason to their scope of ability. This position may perform engine and transmission replacements, air conditioning repairs, drivability diagnosis and electrical and wiring problems.

Requirements

Abilities: Understand the theory, operation, and repair of gas and diesel engines, heating and cooling, and brake systems; learn and follow industrial and shop safety rules; read and interpret technical manuals and schematics; effectively use computers and the Company's software programs for inventory and parts

Additional Requirements

- Must be able to communicate effectively with all levels of staff in written and oral formats.
- Must have computer skills including word processing, spreadsheets and Microsoft outlook.
- Must have 3+ years of experience as a full time journey level mechanic.
- Possess a "Master" ASE Certification.
- Experience as a certified "B" Mechanic preferred.
- Have taken basic automotive or heavy duty repair courses or have good understanding of basic automotive/heavy duty systems.
- Must have a rolling steel tool box and the needed tools to complete "B" level work.
- Must be a least 21 years of age.
- Must possess, or be able to obtain within 90 days of employment, a valid Class "C" Commercial Driver License with Passenger Endorsements, and a medical certificate.
- Work well with others and display initiative, tact and professionalism at all times
- Able to lift up to 70 lbs.

"C" Mechanic

Job Description/Duties

The "C" Level Technician will perform routine maintenance and repairs on all fleet vehicles and shop equipment and facility. The Technician is required to perform all other duties as required and needed to operate the maintenance department within reason to their scope of ability. This position may perform air conditioning repairs, drivability diagnosis and diagnose electrical and wiring problems.

Requirements

Abilities: Understand the theory, operation, and repair of gas and diesel engines, heating and cooling, and brake systems; learn and follow industrial and shop safety rules; read and interpret technical manuals and schematics; effectively use computers and the Company's software programs for inventory and parts

Additional Requirements

- Must be able to communicate effectively with all levels of staff in written and oral formats.
- Must have computer skills including word processing, spreadsheets and Microsoft outlook.
- Must have 1-3 years of experience as a full time journey level mechanic.
- Possess a "Master" ASE Certification.
- Experience as a certified "C" Mechanic preferred.
- Have taken basic automotive or heavy duty repair courses or have good understanding of basic automotive/heavy duty systems.
- Must have a rolling steel tool box and the needed tools to complete "C" level work.
- Must be a least 21 years of age.
- Must possess, or be able to obtain within 90 days of employment, a valid Class "C" Commercial Driver License with Passenger Endorsements, and a medical certificate.
- Work well with others and display initiative, tact and professionalism at all times
- Able to lift up to 70 lbs.

Driver

The fixed route operator is primarily responsible providing safe, reliable and efficient service while operating a motor transit vehicle.

Job Description/Duties

- Transporting passengers
- Utilize 4-point securement of wheelchairs and scooters
- Communicate via 2-way radio to dispatch

Requirements

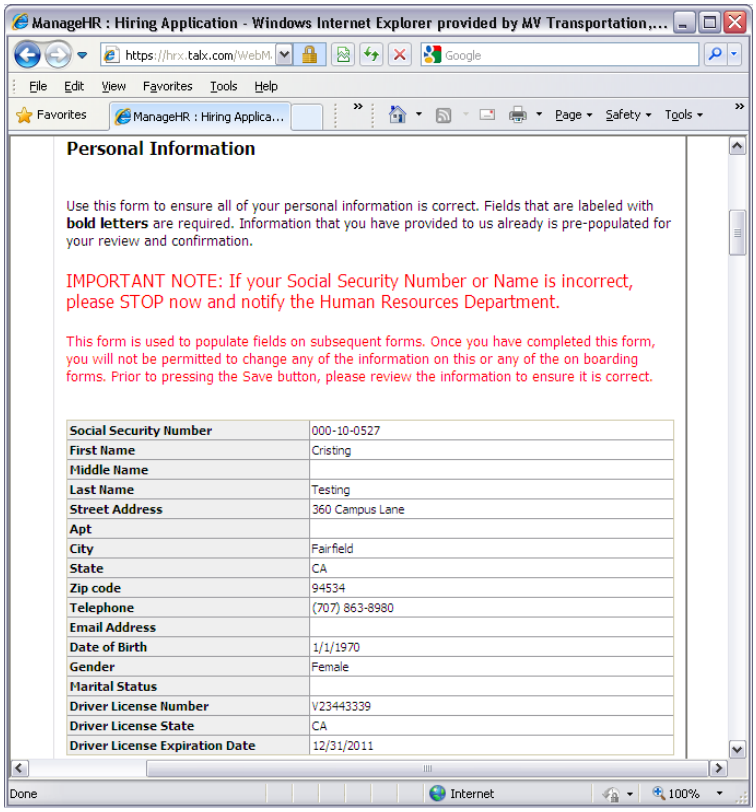
- Must have (or be able to obtain) and CDL 'B' class permit with a 'P' endorsement
- Must be able to read a map
- Possess excellent communication and decision-making skills
- Have no moving violations or serious traffic violations in prior three (3) years

Facility/Janitorial/Utility Worker

Job Description/Duties

- Maintain floors, including tile, carpet and vinyl
- Sanitize workspaces, office equipment and lunch/break areas
- Maintain supplies and office cleaning inventory
- Clean lights and lighting fixtures
- Perform light maintenance duties, such as collecting trash and recyclables
- Fuel buses
- Wash and maintain cleanliness of buses

APPENDIX E – Sample Electronic Application


ManageHR : Hiring Application - Windows Internet Explorer provided by MV Transportation,...

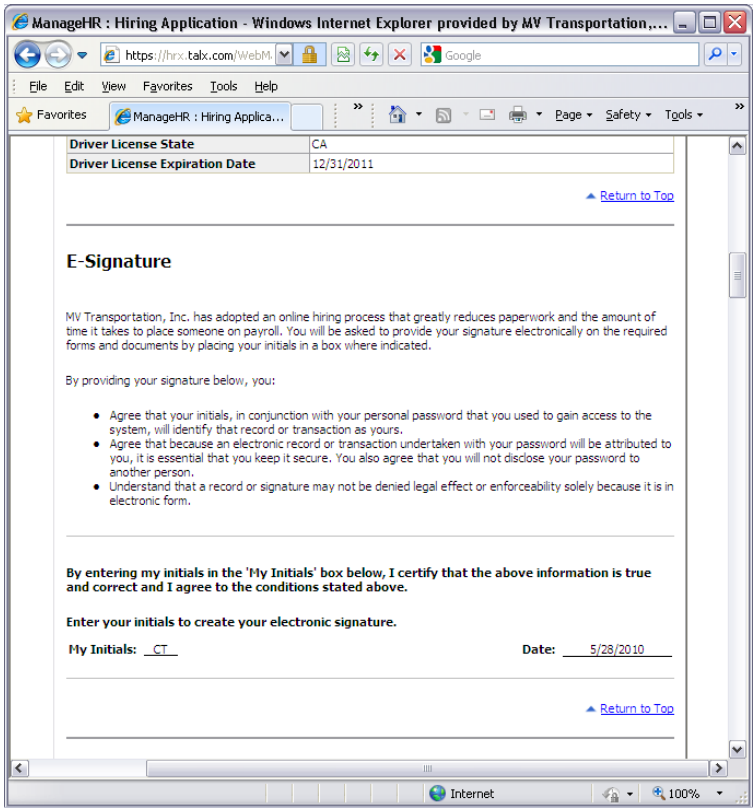
Personal Information

Use this form to ensure all of your personal information is correct. Fields that are labeled with **bold letters** are required. Information that you have provided to us already is pre-populated for your review and confirmation.

IMPORTANT NOTE: If your Social Security Number or Name is incorrect, please STOP now and notify the Human Resources Department.

This form is used to populate fields on subsequent forms. Once you have completed this form, you will not be permitted to change any of the information on this or any of the on boarding forms. Prior to pressing the Save button, please review the information to ensure it is correct.

Social Security Number	000-10-0527
First Name	Cristing
Middle Name	
Last Name	Testing
Street Address	360 Campus Lane
Apt	
City	Fairfield
State	CA
Zip code	94534
Telephone	(707) 863-8980
Email Address	
Date of Birth	1/1/1970
Gender	Female
Marital Status	
Driver License Number	V23443339
Driver License State	CA
Driver License Expiration Date	12/31/2011


ManageHR : Hiring Application - Windows Internet Explorer provided by MV Transportation,...

Driver License State	CA
Driver License Expiration Date	12/31/2011

Return to Top

E-Signature

MV Transportation, Inc. has adopted an online hiring process that greatly reduces paperwork and the amount of time it takes to place someone on payroll. You will be asked to provide your signature electronically on the required forms and documents by placing your initials in a box where indicated.

By providing your signature below, you:

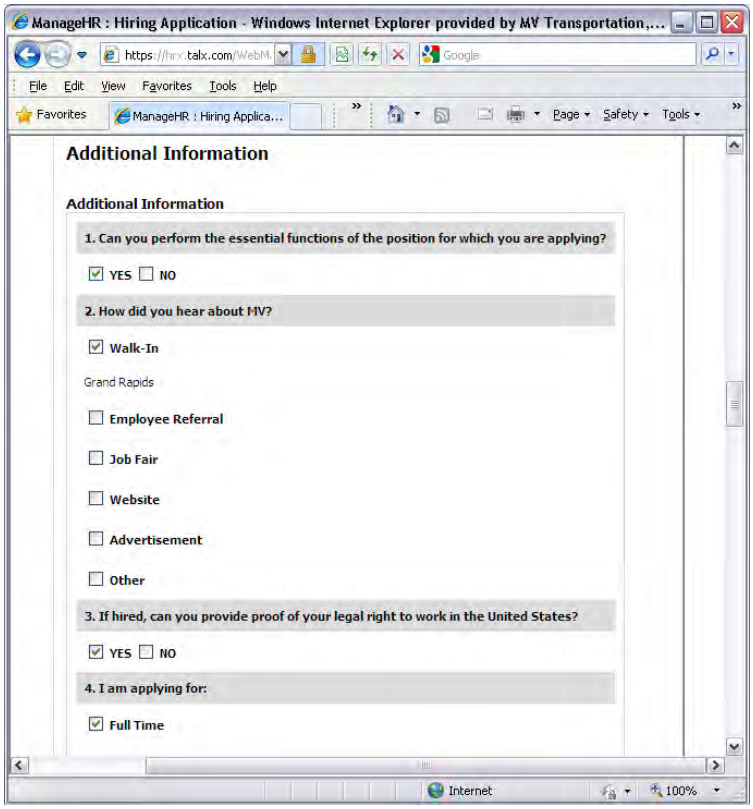
- Agree that your initials, in conjunction with your personal password that you used to gain access to the system, will identify that record or transaction as yours.
- Agree that because an electronic record or transaction undertaken with your password will be attributed to you, it is essential that you keep it secure. You also agree that you will not disclose your password to another person.
- Understand that a record or signature may not be denied legal effect or enforceability solely because it is in electronic form.

By entering my initials in the 'My Initials' box below, I certify that the above information is true and correct and I agree to the conditions stated above.

Enter your initials to create your electronic signature.

My Initials: CT **Date:** 5/28/2010

Return to Top


ManageHR : Hiring Application - Windows Internet Explorer provided by MV Transportation,...

Additional Information

Additional Information

1. Can you perform the essential functions of the position for which you are applying?

☑ YES ☐ NO

2. How did you hear about MV?

☑ Walk-In

Grand Rapids

☐ Employee Referral

☐ Job Fair

☐ Website

☐ Advertisement

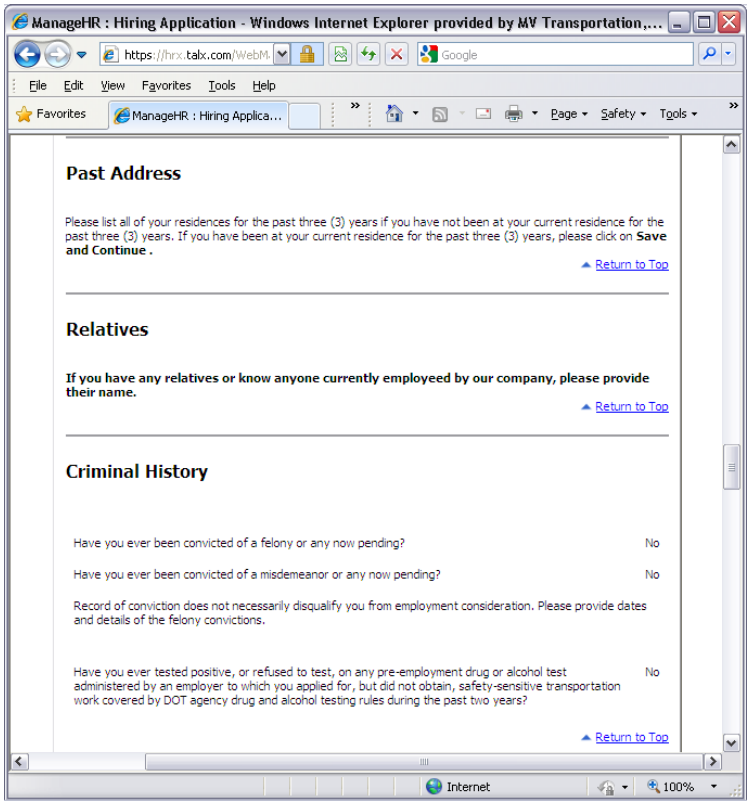
☐ Other

3. If hired, can you provide proof of your legal right to work in the United States?

☑ YES ☐ NO

4. I am applying for:

☑ Full Time


ManageHR : Hiring Application - Windows Internet Explorer provided by MV Transportation,...

Past Address

Please list all of your residences for the past three (3) years if you have not been at your current residence for the past three (3) years. If you have been at your current residence for the past three (3) years, please click on **Save and Continue .**

Return to Top

Relatives

If you have any relatives or know anyone currently employeed by our company, please provide their name.

Return to Top

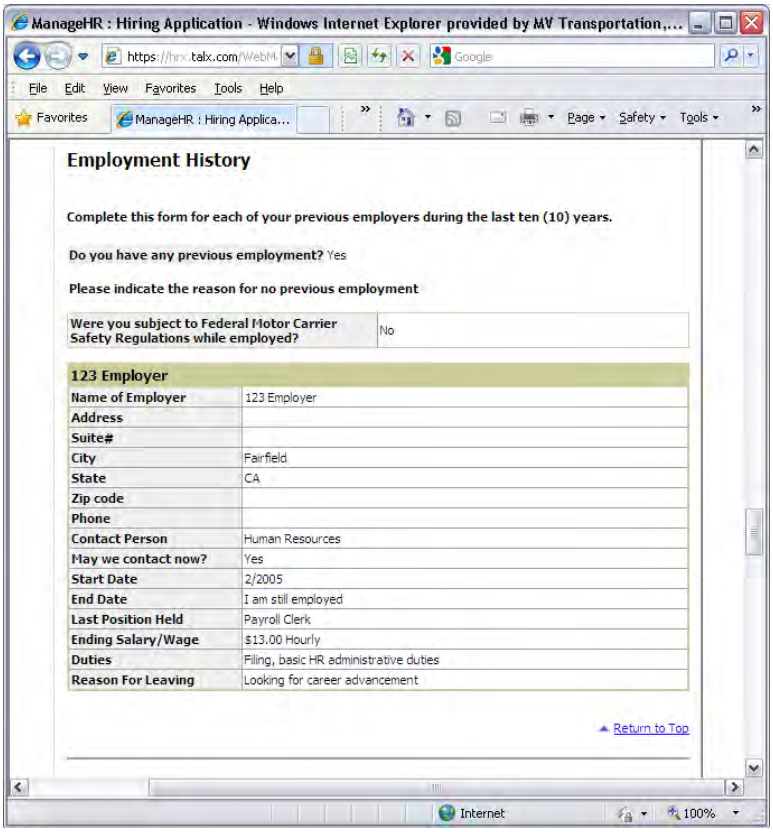
Criminal History

Have you ever been convicted of a felony or any now pending?	No
Have you ever been convicted of a misdemeanor or any now pending?	No

Record of conviction does not necessarily disqualify you from employment consideration. Please provide dates and details of the felony convictions.

Have you ever tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which you applied for, but did not obtain, safety-sensitive transportation work covered by DOT agency drug and alcohol testing rules during the past two years?	No

Return to Top


ManageHR : Hiring Application - Windows Internet Explorer provided by MV Transportation,...

Employment History

Complete this form for each of your previous employers during the last ten (10) years.

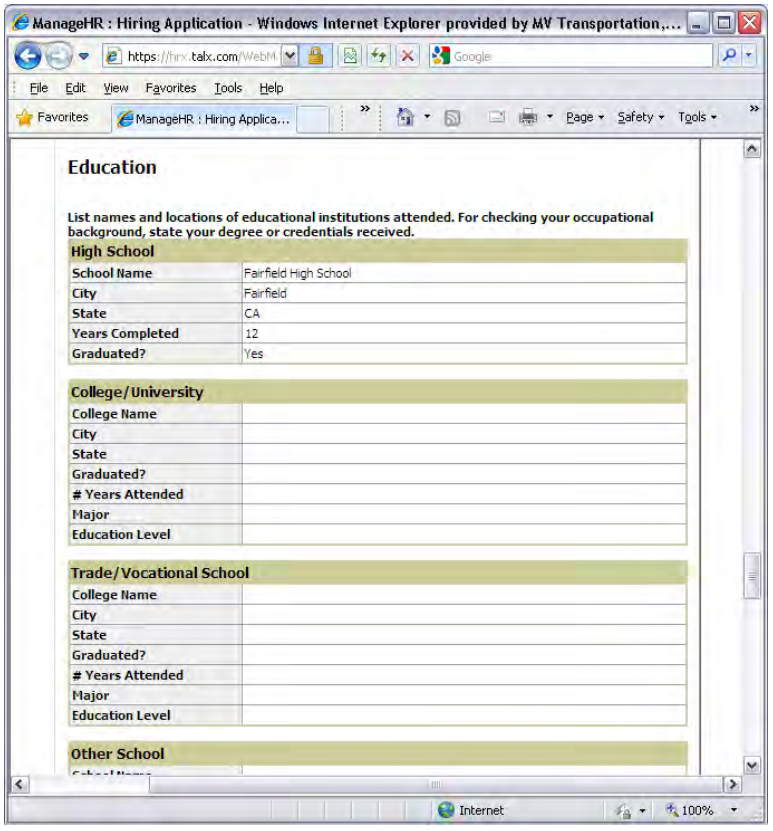
Do you have any previous employment? Yes

Please indicate the reason for no previous employment

Were you subject to Federal Motor Carrier Safety Regulations while employed?	No

123 Employer	
Name of Employer	123 Employer
Address	
Suite#	
City	Fairfield
State	CA
Zip code	
Phone	
Contact Person	Human Resources
May we contact now?	Yes
Start Date	2/2005
End Date	I am still employed
Last Position Held	Payroll Clerk
Ending Salary/Wage	$13.00 Hourly
Duties	Filing, basic HR administrative duties
Reason For Leaving	Looking for career advancement

Return to Top


ManageHR : Hiring Application - Windows Internet Explorer provided by MV Transportation,...

Education

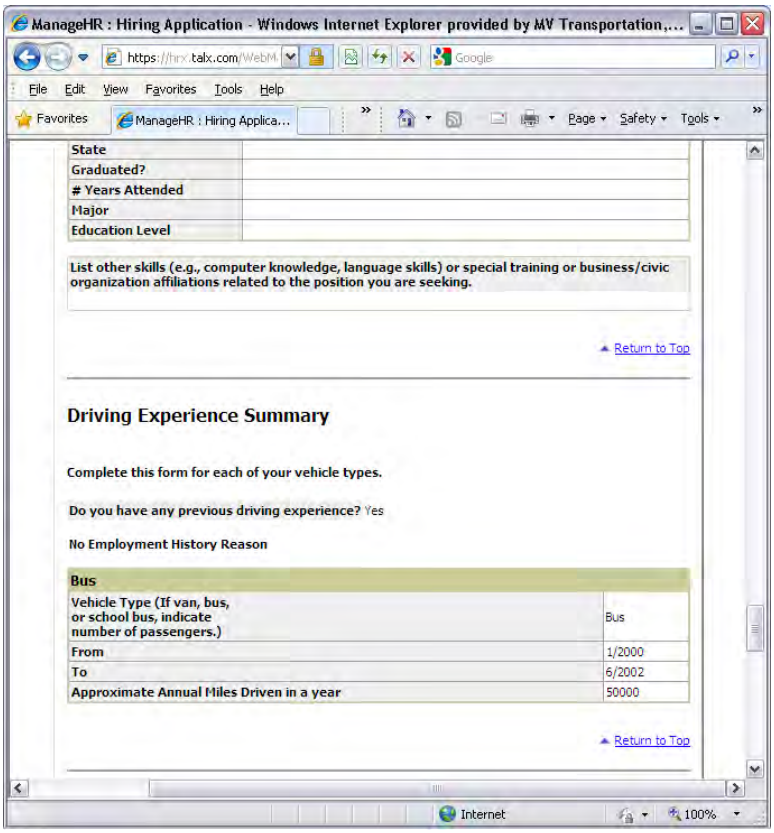
List names and locations of educational institutions attended. For checking your occupational background, state your degree or credentials received.

High School	
School Name	Fairfield High School
City	Fairfield
State	CA
Years Completed	12
Graduated?	Yes

College/University	
College Name	
City	
State	
Graduated?	
# Years Attended	
Major	
Education Level	

Trade/Vocational School	
College Name	
City	
State	
Graduated?	
# Years Attended	
Major	
Education Level	

Other School


ManageHR : Hiring Application - Windows Internet Explorer provided by MV Transportation,...

State	
Graduated?	
# Years Attended	
Major	
Education Level	

List other skills (e.g., computer knowledge, language skills) or special training or business/civic organization affiliations related to the position you are seeking.

Return to Top

Driving Experience Summary

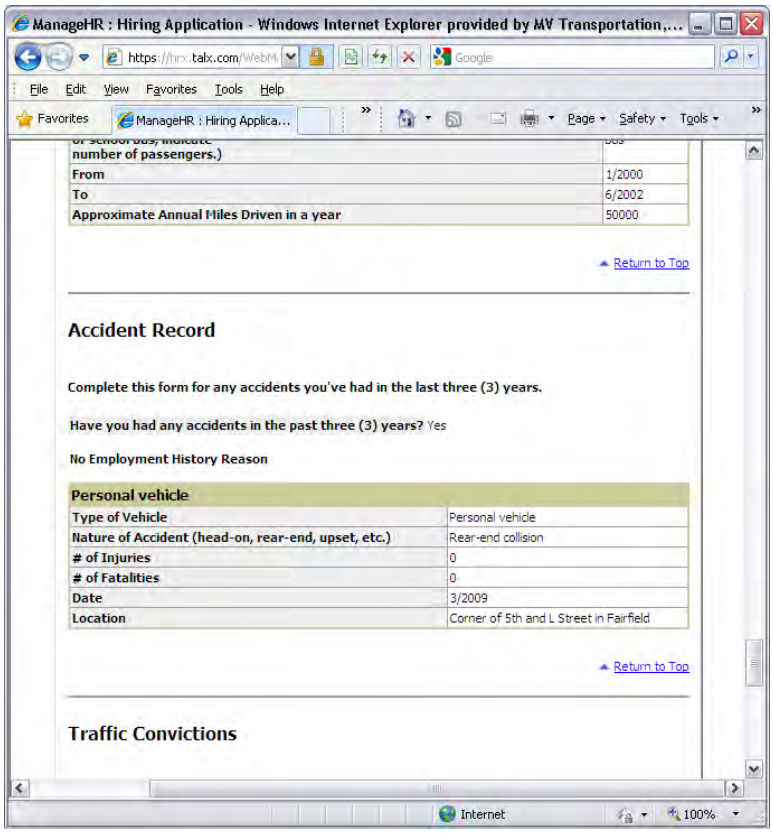
Complete this form for each of your vehicle types.

Do you have any previous driving experience? Yes

No Employment History Reason

Bus	
Vehicle Type (If van, bus, or school bus, indicate number of passengers.)	Bus
From	1/2000
To	6/2002
Approximate Annual Miles Driven in a year	50000

Return to Top


ManageHR : Hiring Application - Windows Internet Explorer provided by MV Transportation,...

number of passengers.)	
From	1/2000
To	6/2002
Approximate Annual Miles Driven in a year	50000

Return to Top

Accident Record

Complete this form for any accidents you've had in the last three (3) years.

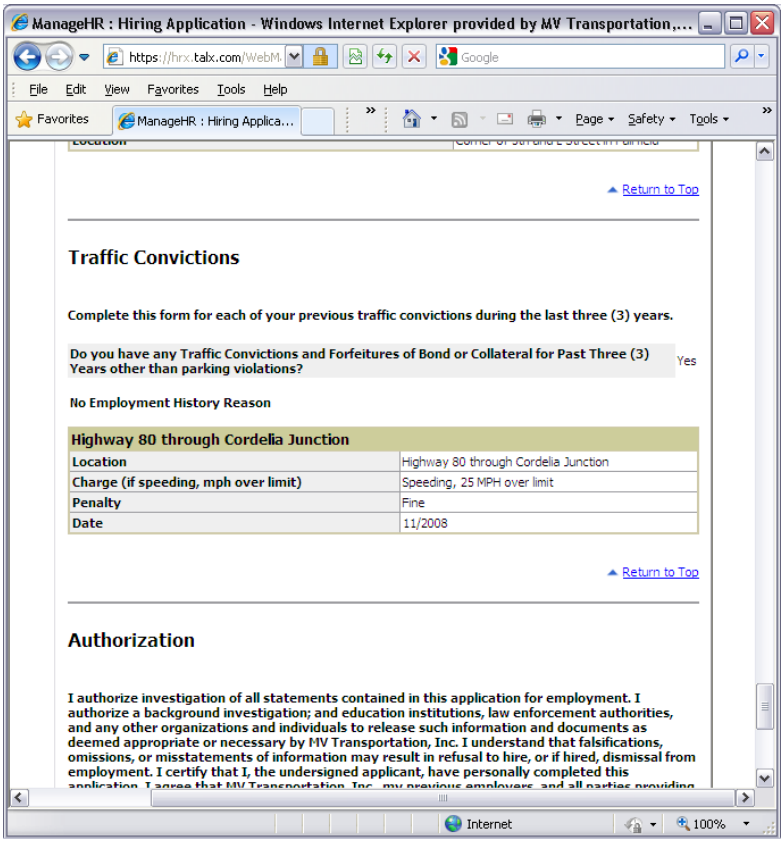
Have you had any accidents in the past three (3) years? Yes

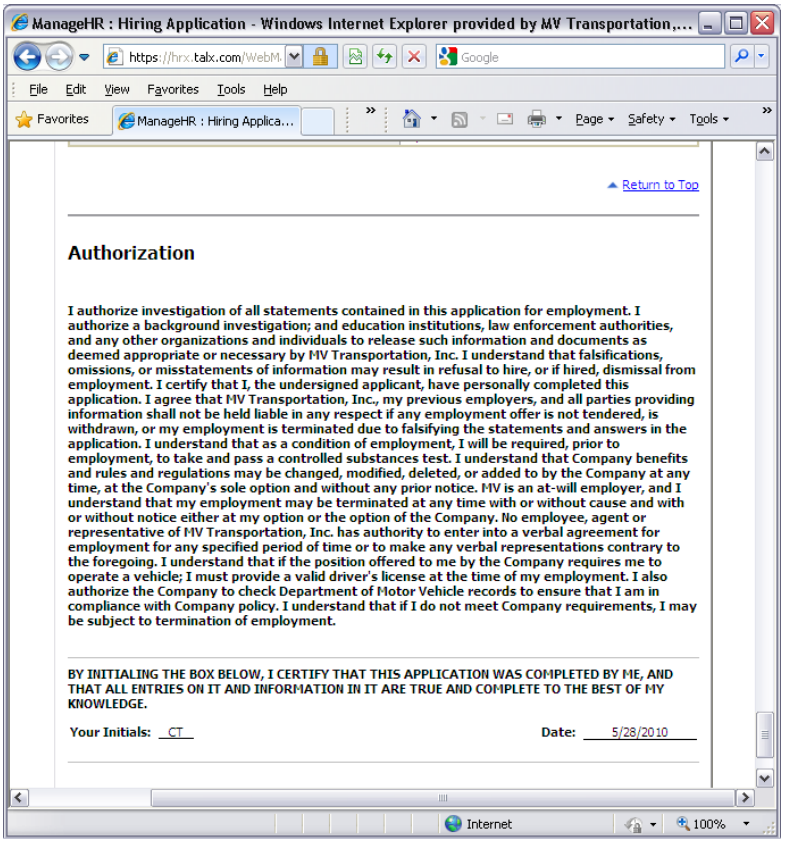
No Employment History Reason

Personal vehicle	
Type of Vehicle	Personal vehicle
Nature of Accident (head-on, rear-end, upset, etc.)	Rear-end collision
# of Injuries	0
# of Fatalities	0
Date	3/2009
Location	Corner of 5th and L Street in Fairfield

Return to Top

Traffic Convictions


ManageHR : Hiring Application - Windows Internet Explorer provided by MV Transportation,...
https://hrx.talx.com/WebM...
Google
File Edit View Favorites Tools Help
Favorites
ManageHR : Hiring Applica...
Page Safety Tools
Return to Top
Traffic Convictions
Complete this form for each of your previous traffic convictions during the last three (3) years.
Do you have any Traffic Convictions and Forfeitures of Bond or Collateral for Past Three (3) Years other than parking violations?
Yes
No Employment History Reason
Highway 80 through Cordelia Junction
Location
Highway 80 through Cordelia Junction
Charge (if speeding, mph over limit)
Speeding, 25 MPH over limit
Penalty
Fine
Date
11/2008
Return to Top
Authorization
I authorize investigation of all statements contained in this application for employment. I authorize a background investigation; and education institutions, law enforcement authorities, and any other organizations and individuals to release such information and documents as deemed appropriate or necessary by MV Transportation, Inc. I understand that falsifications, omissions, or misstatements of information may result in refusal to hire, or if hired, dismissal from employment. I certify that I, the undersigned applicant, have personally completed this
Internet
100%


ManageHR : Hiring Application - Windows Internet Explorer provided by MV Transportation,...
https://hrx.talx.com/WebM...
Google
File Edit View Favorites Tools Help
Favorites
ManageHR : Hiring Applica...
Page Safety Tools
Return to Top
Authorization
I authorize investigation of all statements contained in this application for employment. I authorize a background investigation; and education institutions, law enforcement authorities, and any other organizations and individuals to release such information and documents as deemed appropriate or necessary by MV Transportation, Inc. I understand that falsifications, omissions, or misstatements of information may result in refusal to hire, or if hired, dismissal from employment. I certify that I, the undersigned applicant, have personally completed this application. I agree that MV Transportation, Inc., my previous employers, and all parties providing information shall not be held liable in any respect if any employment offer is not tendered, is withdrawn, or my employment is terminated due to falsifying the statements and answers in the application. I understand that as a condition of employment, I will be required, prior to employment, to take and pass a controlled substances test. I understand that Company benefits and rules and regulations may be changed, modified, deleted, or added to by the Company at any time, at the Company's sole option and without any prior notice. MV is an at-will employer, and I understand that my employment may be terminated at any time with or without cause and with or without notice either at my option or the option of the Company. No employee, agent or representative of MV Transportation, Inc. has authority to enter into a verbal agreement for employment for any specified period of time or to make any verbal representations contrary to the foregoing. I understand that if the position offered to me by the Company requires me to operate a vehicle; I must provide a valid driver's license at the time of my employment. I also authorize the Company to check Department of Motor Vehicle records to ensure that I am in compliance with Company policy. I understand that if I do not meet Company requirements, I may be subject to termination of employment.
BY INITIALING THE BOX BELOW, I CERTIFY THAT THIS APPLICATION WAS COMPLETED BY ME, AND THAT ALL ENTRIES ON IT AND INFORMATION IN IT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.
Your Initials: CT
Date: 5/28/2010
Internet
100%

Proof of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/29/2019

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 have ADDITIONAL INSURED provisions or 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
McGriff, Seibels & Williams of Oregon
1800 SW First Avenue, Suite 400
Portland, OR 97201

CONTACT NAME:
PHONE (A/C, No, Ext): 503-943-6621 **FAX (A/C, No):** 503-943-6622
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Gemini Insurance Company	10833
INSURER C : ACE Property and Casualty Insurance Company	20699
INSURER D : Indemnity Insurance Company of North America	43575
INSURER E : ACE Fire Underwriters Insurance Company	20702
INSURER F : Lexington Insurance Company	19437

INSURED
MV Transportation, Inc. and subsidiaries
2711 N Haskell, Suite 1500
Dallas, TX 75204

COVERAGES **CERTIFICATE NUMBER:** 59WXJDM9 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			HDO G71233248	02/01/2019	02/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 100,000 $ $ 5,000,000 $ 5,000,000 $ 5,000,000	
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			XSA H25281755	02/01/2019	02/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $	
B C	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			GVE100144804 G4686119A 002	02/01/2019	02/01/2020	EACH OCCURRENCE AGGREGATE	$ 8,000,000 $ 8,000,000	
A D E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR C65432250 (AOS) WLR C65432213 (AZ, MA) WCU C6543233A (CA, OH, WA) SCF C65432298 (WI)	02/01/2019	02/01/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000	
F	Auto Physical Damage			011144707	02/01/2019	02/01/2020	Each Occurrence	$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Compton, its elected and appointed officials, officers, employees, agents and volunteers and Compton Fixed Route Transit System are shown as additional insured as their interest may apear with respect to General Liability and Auto Liability only per written and signed contract with the named insured subject to all policy terms, conditions, limits and exclusions.
The Excess Liability policy referenced above provides additional coverage limits for the Auto ($10MM total limits evidenced) and General Liability ($13MM total limits evidenced) Policies.
Waiver of subrogation applies where required by written contract.

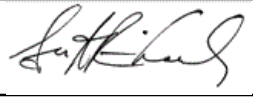
CERTIFICATE HOLDER

City of Compton
Attn: Department of Public Works
205 South Willowbrook Avenue
Compton, CA 90220

CANCELLATION

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

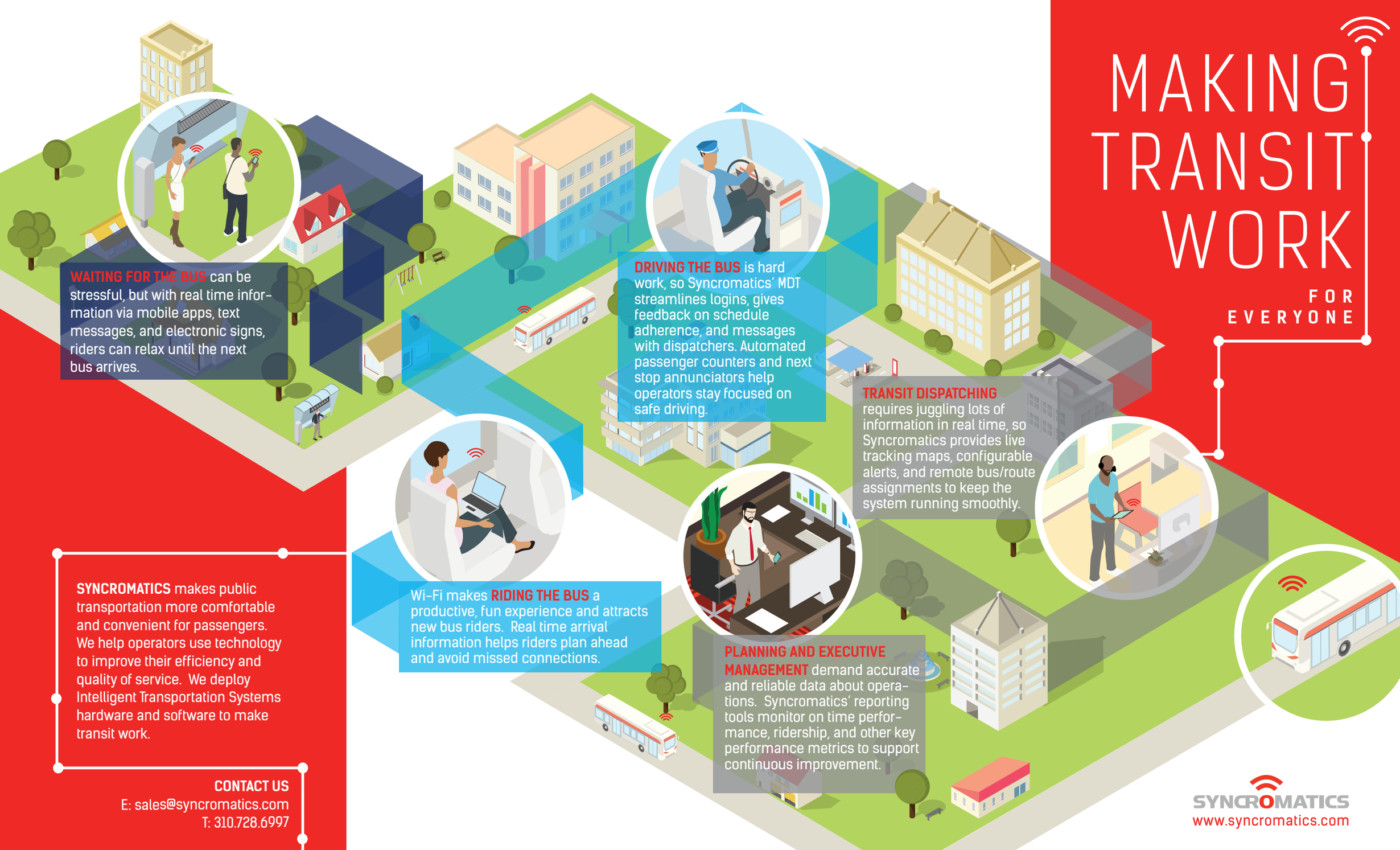


© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Technology Brochures

MAKING TRANSIT WORK FOR EVERYONE



WAITING FOR THE BUS can be stressful, but with real time information via mobile apps, text messages, and electronic signs, riders can relax until the next bus arrives.

DRIVING THE BUS is hard work, so Syncromatics' MDT streamlines logins, gives feedback on schedule adherence, and messages with dispatchers. Automated passenger counters and next stop annunciators help operators stay focused on safe driving.

TRANSIT DISPATCHING requires juggling lots of information in real time, so Syncromatics provides live tracking maps, configurable alerts, and remote bus/route assignments to keep the system running smoothly.

Wi-Fi makes **RIDING THE BUS** a productive, fun experience and attracts new bus riders. Real time arrival information helps riders plan ahead and avoid missed connections.

PLANNING AND EXECUTIVE MANAGEMENT demand accurate and reliable data about operations. Syncromatics' reporting tools monitor on time performance, ridership, and other key performance metrics to support continuous improvement.

SYNCROMATICS makes public transportation more comfortable and convenient for passengers. We help operators use technology to improve their efficiency and quality of service. We deploy Intelligent Transportation Systems hardware and software to make transit work.

CONTACT US
E: sales@syncromatics.com
T: 310.728.6997

SYNCROMATICS
www.syncromatics.com

SYNCROMATICS

Programmed via a text-to-speech web interface, Syncromatics proprietary **NEXT STOP ANNUNCIATOR** meets ADA requirements and can be configured on the fly for immediate updates, such as detours or emergency announcements.

With a single login on the MDT, bus drivers are automatically signed in to other bus components using **HEADSIGN AND FAREBOX INTEGRATION.**

The brain of the system and driver interface, the **MOBILE DATA TERMINAL** connects to satellites and cellular networks to report the bus position and communicate with Syncromatics' cloud servers.

Using high speed 4G LTE data service, the **VEHICLE NETWORK GATEWAY** provides a secure, private network for current and future vehicle technologies and a separate open Wi-Fi Network for passengers to work or play while underway.

ELECTRONIC SIGNS can quickly convey bus arrival information to passengers at key transfer points and bus shelters. Syncromatics supports all sign technologies, indoors and out, powered or solar.

AUTOMATIC PASSENGER COUNTING sensors above each door identify people boarding and exiting the bus. Ridership data is available in real time and historical reports through Syncromatics' proprietary software.

Syncromatics provides **REAL TIME PASSENGER INFORMATION** via mobile apps, custom websites, text message and voice response systems so everyone can be connected.

MOBILEYE®

An Intel Company

COLLISION AVOIDANCE FOR TRANSIT BUSES

MOBILEYE® SHIELD+™

- **Pedestrian & Cyclist Blind Spot Detection**
- **Real-Time Collision Avoidance Warnings**
- **Actionable Data to Improve Safety**

SAVING LIVES

Mobileye Shield+ Collision Avoidance System helps avoid collisions in crowded urban environments.

The System's design addresses the large blind spots, greater turning radii and unique challenges bus drivers encounter on crowded city streets. It uses up to six strategically placed cameras to continuously analyze the driving environment and warn drivers of potential collisions in real-time.

Best of all, almost any type of existing transit bus, even an articulated bus, can be retrofitted with Shield+, giving existing vehicles an immediate safety boost. No need to wait for, or worry about, the purchase of new vehicles.

REDUCE THE THREAT OF BLIND SPOTS WITH PEDESTRIAN DETECTION

Drivers receive real-time alerts to potential dangers.

This gives drivers the vital seconds needed to prevent or mitigate a potentially devastating collision.

Blind Spot Detection uses strategically placed cameras and dynamic detection angles to continuously analyze blind spots on the sides of the vehicle and by the A-pillar.

Visual and Audible Alerts warn drivers of the presence of pedestrians or cyclists in blind spots. The System has two levels of alerts.

Caution – Pedestrian *near* a vehicle danger zone
Danger – Pedestrian *in* a vehicle danger zone and at immediate risk of collision

Almost 96% Accuracy* bolsters driver confidence in the System.

MOBILEYE SHIELD+ SYSTEM

ONE SYSTEM, FOUR LIFE-SAVING ALERTS

The advanced technology of Shield+ powers a dynamic set of features.

Forward Collision Warning

Pedestrian & Cyclist Collision Warning

Headway Monitoring & Warning

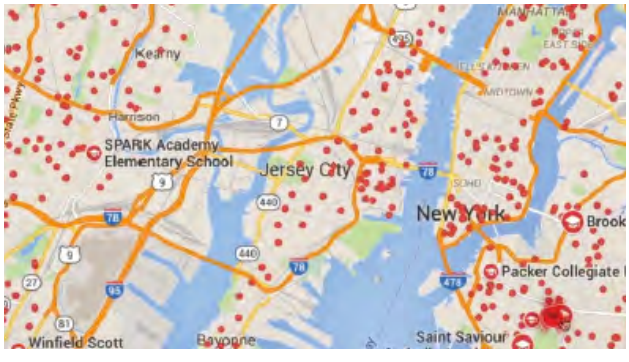
Lane Departure Warning

NEW STANDARDS OF SAFETY

Shield+ helps transit systems reduce the number and cost of collisions.

Shield+ comes with an integrated telematics system†, allowing fleet managers to use alert data, tracked by time and location, to pinpoint Hot Spots on drivers' routes.

The cloud-based, secure system generates a number of safety reports to analyze transit routes and provide data to support evidence-based infrastructure changes and inform driver training programs.



A study by the Washington State Transit Insurance Pool found that buses equipped with Shield+ experienced a 58.5% potential reduction in the value of vehicular and pedestrian claims.*

*Washington State Transit Insurance Pool report.
†Telematics system is provided by a third party at no additional cost for the first year.

ABOUT MOBILEYE

Mobileye, an Intel Company, is a global leader in the development of computer vision and machine learning, data analysis, localization, and mapping technologies for Advanced Driver Assistance Systems and autonomous driving solutions. Its technology is integrated into hundreds of new car models from the world's major automakers including BMW, Ford, General Motors, Honda, Volvo, and more. In fact, over 24 million vehicles worldwide are equipped with Mobileye technology.

Mobileye's Aftermarket Collision Avoidance System is available for existing cars, trucks, buses and RVs, so that the driver of almost any vehicle can reap the benefits of a robust safety system. The System is available with a single, forward-facing camera suitable for most vehicles, or in a multi-camera solution (Shield+™) designed specifically for large commercial vehicles with hazardous blind spots.

Fleets worldwide have experienced significant reductions in collisions and associated costs with Mobileye. We can help your fleet achieve the same.

MOBILEYE SHIELD+ SYSTEM

mobileye.com/us (877) 867-4900

© 2018 Mobileye Vision Technologies Limited. All Rights Reserved.

SPBR_0118

Drug and Alcohol Policy

MV Transportation Drug and Alcohol Policy

Issue Date
September 2016

Table of Contents

DRUG AND ALCOHOL TESTING CORE VALUES 1

1.0 POLICY 2

2.0 PURPOSE 3

3.1 SAFETY-SENSITIVE EMPLOYEES 3

4.0 OPPORTUNITIES FOR REHABILITATION (MVT POLICY) 4

5.1 PROHIBITED DRUG USE 5

6.0 PROHIBITED CONDUCT. MANUFACTURE, TRAFFICKING, POSSESSION, AND USE OF CONTROLLED SUBSTANCES 6

7.0 TESTING FOR PROHIBITED SUBSTANCES 9

8.0 TYPES OF TESTING 10

9.0 CONSEQUENCES 14

10.0 MRO REPORT OF A NEGATIVE DILUTE SPECIMEN 15

11.0 SUBSTANCE ABUSE PROFESSIONAL (SAP) 15

12.0 TRAINING AND EDUCATION 15

13.0 EMPLOYEE ASSISTANCE COMMUNITY SERVICE HOT-LINE 16

14.0 RECORDS, CONFIDENTIALITY 16

15.0 SYSTEM CONTACT 16

16.0 LOCAL AUTHORITY 16

17.0 REVISIONS TO THE POLICY AND PROGRAM 16

18.0 ZERO TOLERANCE POLICY 16

EXHIBIT A 17

EXHIBIT B 18

TESTING PROCEDURES 20

RANDOM TESTING PROCEDURES 21

COLLECTION PROCEDURES FOR ALL TESTS 23

SHY BLADDER 23

REASONABLE SUSPICION TESTING PROCEDURES 24

POST-ACCIDENT TESTING PROCEDURES 25

PROHIBITED DRUGS AND ALCOHOL MISUSE 27

ACKNOWLEDGEMENT OF EMPLOYER'S DRUG AND ALCOHOL TESTING POLICY 34

Drug and Alcohol Testing Core Values

Drug and alcohol abuse are the two most preventable behavioral disorders facing our society today. Drug abuse literally costs hundreds of billions of dollars alone in lost productivity, increased healthcare costs, accidents and theft. It is estimated that drug and alcohol abuse costs over a trillion dollars worldwide and growing.

MV Transportation, Inc. and its Subsidiaries are dedicated to providing safe, dependable, and economical service to its clients. MV Transportation's employees are our most valuable resource. It is our policy (1) to take appropriate action to assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) to foster and maintain a drug and alcohol - free environment for all employees and patrons; (3) to prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) to encourage employees to voluntarily seek professional assistance whenever personal problems, including alcohol or drug use, may adversely affect their ability to perform their assigned duties.

Drug testing not only saves businesses money but it also saves lives. This is the backdrop that MV Transportation's Drug and Alcohol Compliance Department works in to promote a safe and ethical drug testing program that will be the standard of the industry. MV Transportation's Compliance Department is always looking for ways to improve the everyday challenges by using state of the art software and easy to follow testing instructions and forms, and a comprehensive collection site inspection tutorial for supervisors.
To achieve these goals and to comply with all applicable Federal regulations governing workplace anti-drug programs in the transit industry, MV Transportation incorporates three integrated components:

- **Prevention through education and training**
- **Detection, deterrence and enforcement**
- **Treatment and opportunities for rehabilitation**

Our purpose is to assure worker fitness for duty and to protect our employees, passengers, and
the public from the risks posed by the use of alcohol and prohibited drugs. It is with sincere appreciation that I serve as Director of Drug and Alcohol Compliance, and I am thankful to be surrounded by an extraordinary Board of Directors, Executive Committee and professional staff in our efforts to promote a safe and drug free environment in which we all live and work.

In accordance with the U.S. Department of Transportation and the
Federal Transit Administration Regulations
(49 CFR Parts 40, 655, and 382)
MV TRANSPORTATION, INC.

SUBSTANCE ABUSE POLICY

1.0 Policy

MV Transportation, Inc. and its Subsidiaries (MV Transportation) are dedicated to providing safe, dependable, and economical service to its clients. MV Transportation's employees are our most valuable resource. It is our policy (1) to take appropriate action to assure that emloyees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) to foster and maintain a drug and alcohol - free environment for all employees and patrons; (3) to prohibit the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances; and (4) to encourage employees to voluntarily seek professional assistance whenever personal problems, including alcohol or drug use, may adversely affect their ability to perform their assigned duties.

To achieve the goal of a substance-free workplace, this policy incorporates three integrated components:

Prevention through education and training:
Education and training will communicate and clarify this policy to all employees, assist employees in recognizing substance abuse problems and in finding solutions to those problems.

Detection, deterrence and enforcement:
Federal regulations require that effective January 1, 1995, all safety - sensitive employees will be subject to reasonable suspicion, post accident, random, return to duty and follow up drug and alcohol testing. Applicants for safety sensitive positions will not be eligible for those positions unless they pass a pre-employment drug test. **As a "zero tolerance" employer, any positive drug or alcohol or refusal to tests will result in a termination of employment.**

Treatment and opportunities for rehabilitation:
Alcohol and drug abuse are recognized as diseases that can be treated. MV Transportation promotes a voluntary rehabilitation program to encourage employees to seek professional assistance prior to testing positive for drugs or alcohol, without fear of discipline.

Approved: _____ Date: October 1, *2015*
Brian Kibby, CEO
MV Transportation, Inc. and its Subsidiaries

2.0 Purpose

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the use of alcohol and use of prohibited drugs (as defined below). This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transportation industry.

The Federal Transit Administration (FTA) and the Federal Motor Carrier Safety Administration (FMCSA) of the U.S. Department of Transportation have enacted 49 CFR (Code of Federal Regulations) Parts 655 and 382, which mandate urine drug testing and breath alcohol testing for employees performing safety-sensitive functions. These regulations also prevent performance of safety-sensitive functions when there is a positive test result or a test refusal. The U.S. Department of Transportation (DOT) has also adopted the revised version of 49 CFR Part 40 as amended, which outlines procedures for transportation workplace drug and alcohol testing programs. This Policy incorporates these federal requirements for employees performing safety-sensitive functions, as well as other provisions.

In addition, DOT has published 49 CFR Part 29, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. California passed a similar version of the federal law, the Drug-Free Workplace Act of 1990 (Gov't Code § 8350 et seq). This policy reiterates the requirements of the federal regulations; these requirements will be in *Italics*. Portions of this policy marked in **bold** are not necessarily FTA-mandated, but reflect MV Transportation employment policy (this does not include policy headings).

If any provision of an existing MVT policy, rule or resolution is inconsistent or in conflict with any provision of this policy or the DOT/FTA rules, this policy and the DOT/ FTA rules shall take precedence; if any provision of this policy is inconsistent or in conflict with the DOT/ FTA rules the DOT/ FTA rules shall take precedence.

Applicability

3.1 Safety-Sensitive Employees

This policy applies to all safety-sensitive MV Transportation employees, including paid part time employees who perform or could be called upon to perform any transportation related safety-sensitive function, and this includes off-site lunch periods or breaks when an employee is scheduled to return to work.

A safety-sensitive function is any of the following duties:

1) The operation of a transportation revenue service vehicle even when the vehicle is not in revenue service.

2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
3) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service.
4) Controlling the movement of a revenue service vehicle and
5) Carrying a firearm for security purposes. (Not applicable to MVT)
6) Volunteers are considered a covered employee if; 1) they are required to hold a commercial driver's license to operate the vehicle; or 2) if the volunteer receives re-numeration in excess of their actual expenses incurred while engaged in the volunteer activity.

(For a description of job categories - See Exhibit B)

3.2 Contractors

Contractors who perform any of the safety-sensitive functions described in this policy for MVT will be subject to the same requirements as safety-sensitive MVT employees.

3.3 Non Safety Sensitive Positions

All MVT employees are subject to the provisions of the Drug-Free Workplace Act of 1998. Visitors, vendors and contracted employees on MVT premises will not be permitted to conduct transportation business if found to be in violation of this policy.

4.0 Opportunities for Rehabilitation (MVT Policy)

To promote a drug and alcohol free workplace, this policy includes a rehabilitation program that allows employees to voluntarily come forward to request rehabilitation.

4.1 Voluntary Rehabilitation (MVT Policy)

Any employee who has a drug and/or alcohol abuse problem and has not been selected for reasonable cause, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the General Manager or the Human Resource Department, who will refer the individual to the company's Employee Assistance Program and/or a Substance Abuse Counselor for a Non-DOT evaluation and treatment. Voluntary self-referral commits the employee to a therapeutic process. Confidentiality of the employee will be protected. The Counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. When an employee voluntarily refers her or himself for treatment, the employee may be eligible for sick leave and disability benefits. Employees will be allowed to take accumulated vacation time or may be eligible for unpaid time off to participate in any prescribed rehabilitation program. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

4.2 While Undergoing Treatment (MVT Policy)

Any covered employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program is completed. The employee will be placed on an unpaid leave of absence for a maximum of 30/60 days to allow time for completion of the treatment/rehabilitation program. Proof of completion must be provided in writing by a valid professional. The employee will be required to pass a Non-DOT drug and alcohol test before he/she can perform a safety-sensitive function.

***MV shall make every effort to place the employee back in his/her position upon returning to work. However, an employee's commitment to undergo rehabilitation treatment does not guarantee that the employee's job will be available upon return.**

4.3 Cost of Rehabilitation (MVT Policy)

All associated costs for treatment are the sole responsibility of the employee.

4.4 Returning to Work after Treatment (MVT Policy)

All employees who successfully complete prescribed treatment and are allowed to return back to work will be subject to unannounced Non-DOT follow-up testing as prescribed by doctor/counselor.

Prohibited Behavior and Conduct

"Prohibited substances" addressed by this policy include the following:

5.1 Prohibited Drug Use

FTA regulations specifically prohibit the use of the following illegal, prohibited substances and require testing for their presence under certain circumstances: Marijuana, Amphetamines, Opiates, Phencyclidine (PCP) and Cocaine ("Prohibited Drugs") - Safety-sensitive employees may be tested for prohibited drugs at any time while on duty or **on MVT property.**

5.2 Prohibited Alcohol Use

The consumption of beverages containing alcohol, or substances including any medication such that alcohol is present in the body while performing safety sensitive duties or transportation business, are prohibited. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol. (The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.)

5.3 Legal Drugs (MVT Policy)

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected MUST be reported to supervisory personnel. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

Any time an employee comes forward about a medication that he/she is taking the information must be forwarded to the Director of the Compliance Department for clarification and review. The Compliance department will then consult with the Medical Review Officer (MRO) to determine if the medication is appropriate to take while performing a safety-sensitive function.

A legally prescribed drug means that the employee has a prescription or other written approval (in his/her name) from a physician for the use of a drug in the course of medical treatment. The misuse of legal drugs while performing a safety-sensitive function is prohibited at all times.

If the MRO determines that the medication being taken is not appropriate to take while performing a safety-sensitive function the employee will remain off duty until the issue is cleared by the MRO.

In order to continue performing a safety-sensitive function the employee taking the medication will be required to provide the following:

A written letter from the prescribing physician stating the patient's name, the name of the substance, the period of authorization and a statement that the medication will not adversely affect the employee's performance to drive or perform his/her safety sensitive function and that the employee may continue to perform his/her safety-sensitive function while taking such medication. The letter must be signed and dated by the physician and the letter will be provided to the MRO for final approval.

6.0 Prohibited Conduct. Manufacture, Trafficking, Possession, and Use of Controlled Substances

The manufacture, distribution, dispensation, possession, or use of controlled substances in the workplace is prohibited. A "controlled substance" is any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812), and as further defined by 21 CFR 1300.11-1300.15. Any employee engaging in the manufacture, distribution, dispensation, possession or use of a controlled substance on MVT premises will be subject to disciplinary action, up to and including termination and/or will be required to complete a drug abuse assistance or rehabilitation program. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

6.1 Requirement to Submit to Drug and Alcohol Testing

MVT shall require every covered employee who performs a safety-sensitive function as described in the FTA regulations Part 655 and the FMCSA regulations Part 382 to submit to post-accident, random, and reasonable suspicion drug and alcohol test- and to a pre-employment drug test- as described in this policy. MVT shall not permit any employee who refuses to submit to such tests to perform or continue to perform any safety-sensitive functions.

6.2 Alcohol Use/Hours of Compliance

No safety-sensitive employee should report for duty or remain on duty when his or her ability to perform assigned functions is adversely affected by alcohol or when his or her breath alcohol concentration is 0.04 or greater. No employee shall use alcohol **while on duty** or while performing safety-sensitive functions. No employee shall have used alcohol within four hours prior to reporting for duty. After an accident employees shall refrain from alcohol use for eight (8) hours or until an alcohol test has been administered, whichever occurs first.

No safety-sensitive employee shall use alcohol during the hours that they are on call. On call employees have the opportunity to acknowledge the use of alcohol at the time he/she is called to report to duty and the inability to perform his/her safety sensitive function.

6.3 Compliance with Testing Requirements

Any safety-sensitive employee who refuses to comply with a request for testing, who fails to remain readily available for post-accident testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution, shall be removed from duty immediately. Refusal can include an inability to provide a specimen or breath alcohol sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

6.4 Refusal to Submit to a DOT Alcohol or Controlled Substance Test

As an employee, you have refused to take a drug or alcohol test if you:

(1) Fail to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer.
(2) Fail to remain at the testing site until the testing process is complete; Provided, That an employee who leaves the testing site before the testing process commences, for a pre-employment test it is not deemed to have refused to test; unless the testing cup was handed to the donor.
(3) Fail to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations.
(4) In the case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of your provision of a specimen.
(5) Fail to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.

It is MVT's policy that any employee that does not provide a valid specimen during a collection for a test will remain off duty until the employee is cleared by the MRO that the employee had a valid medical reason.

(6) Fail or declines to take a second test the employer or collector has directed you to take.
(7) Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the ``shy bladder'' or "shy lung" procedures.
(8) Fail to cooperate with any part of the testing process (e.g., refuse to empty pockets or wash hands when so directed by the collector, behave in a confrontational way that disrupts the collection process).
(9) If the MRO reports that there is verified adulterated or substituted test result.
(10) Failure or refusal to sign Step 2 of the alcohol testing form.
(11) Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
(12) Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
(13) Admit to the collector or MRO that you adulterated or substituted the specimen.

As an employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing any safety-sensitive functions, and referred to the Substance Abuse Professional.

6.5 Compliance with Treatment Requirements

All employees are encouraged to make use of the available resources for treatment for alcohol and substance abuse problems.

6.6 Notify MVT of Criminal Drug Conviction

Every employee must notify MVT of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. **Failure to do so shall subject said employee to disciplinary action up to and including termination, or satisfactory participation in a rehabilitation program, at the employee's expense.**

6.7 Improper Application of the Policy

MVT is dedicated to assuring fair and equitable application of this "Zero Tolerance" substance abuse policy. Therefore, supervisors and managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor and manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

7.0 Testing for Prohibited Substances

7.1 General

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS). Testing for prohibited drugs and alcohol on safety-sensitive employees shall be conducted in accordance with the procedures set forth in 49 CFR Part 40 as amended. See attached Testing Procedures for detailed procedures on all required types of drug and alcohol testing.

Medical Review Officer (MRO)- All drug testing results shall be interpreted and evaluated by an MRO who meets all applicable requirements of Part 40, who shall be responsible for receiving laboratory results generated by an employer's drug testing program and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result. The MRO shall comply with the drug testing procedures set forth in 49 CFR Part 40. The MRO will not review alcohol test results. When a confirmed positive test is reported from the testing laboratory, it is the responsibility of the MRO to: (a) contact the employee and afford the employee the opportunity to discuss the test results with him/her; (b) review the individual's medical history, including any medical records and biomedical information provided; (c) determine whether there is a legitimate medical explanation for the result, including legally prescribed medication. The MRO shall not convey test results to MVT until the MRO has made a definite decision that the test result was positive or negative, or refusal to test. If the employee provides an adequate explanation, the MRO verifies the test as negative and no further action is taken. When the MRO reports the results of the verified positive test to MVT, the MRO will disclose the drug(s) for which there was a positive test. If the MRO declares a drug test to be invalid for any reason, the test is considered canceled, and neither positive nor negative. However, a re-collection under direct observation may be ordered by the MRO.

The Medical Review Officer conducting MRO services for MVT is Dr. Stephen Kracht, M.D., D.O. in Overland Park, Kansas.

7.2 Testing for Prohibited Drugs

MVT shall collect or have collected urine samples from safety-sensitive employees to test for Prohibited Drugs. An assigned Collection Site will split each urine sample collected into a primary and a split sample. (See testing procedures) The urine samples will be sent under seal, with required chain of custody forms, to a laboratory certified by the DHHS. Currently MV Transportation is under contract with Clinical Reference Laboratory (CRL) in Lenexa, Kansas for its initial testing and confirmation testing. An initial drug screen will be conducted on each primary specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GS/MS) test will be performed. The test will be considered positive if the amounts present are at or above the minimum thresholds established in 49 CFR Part 40 as amended, as set forth in the attached Exhibit A (Threshold levels of testing).

Split Specimen Testing- If the test result of the primary specimen is positive or a refusal to test due to adulteration or substitution, the employee may request the MRO to direct his/her split specimen be tested in a different DHHS-certified laboratory. The MRO shall honor such a request if it is made within 72 hours of the employee having been notified of a verified positive or refusal to test result. This does not delay MVT from taking any action consistent with this policy for positive tests and the employee will be removed immediately from any safety-sensitive functions regardless if he/she is having his/her split specimen tested by a different laboratory. However, if the split specimen (bottle B) produces a negative result, or for any reason the second portion is not available, the test is considered cancelled and no sanctions are imposed. However, a re-collection under direct observation may be ordered by the MRO.

Cancelled Test - A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which this part otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.

7.3 Alcohol Testing

Tests for alcohol concentration on safety-sensitive employees will be conducted with a National Highway Traffic Safety Administration (NHTSA) -approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). In order to maintain quality assurance, EBT's must be externally calibrated in accordance with the plan developed by the manufacturer of the device. If the initial test on an employee indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. For summary of applicable alcohol threshold levels, see Exhibit A.

8.0 Types of Testing

49 CFR Parts 655 and 382 require the following types of testing for Prohibited Substances for safety-sensitive employees: Pre-employment or transfer, reasonable suspicion, post-accident, random.

8.1 Pre-employment, Transfer Testing or Return to Work Testing

All applicants for safety sensitive positions shall undergo urine drug testing prior to employment. Receipt by MVT of a verified negative test result from the MRO is required prior to performing ANY safety sensitive functions for the first time. If an applicant or employee's drug test is cancelled or negative-dilute the employee or applicant shall be required to immediately take another pre-employment drug test.

Existing employees who are being considered for transfer to a safety-sensitive position from a NON-safety-sensitive position will be required to undergo a DOT pre-employment drug test. Any existing safety-sensitive employee who is simply transferring to a different division for another safety-sensitive position is NOT required to undergo another DOT pre-employment drug test.

8.1.1 Non-Safety-Sensitive Positions

All applicants applying for any non safety-sensitive positions will have to take and pass a pre-employment NON-DOT urine drug test prior to being hired.

8.1.2 Return to Work after 30 Days (DOT-FMCSA Policy)

MVT has some contracts that are subject to the Federal Motor Carrier Safety Regulations and NOT FTA regulations. Therefore, if the employee has a commercial license and has been out for 30 days or more AND the employee has been taken out of the random testing pool the covered employee will be required to take a DOT pre-employment drug test before he/she can return to his/her safety-sensitive position.

8.1.3 Return to Work after 90 Days (DOT-FTA Policy)

If a covered employee has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, AND the employee has not been in the random pool during that time, the employee must take and pass a DOT Pre-Employment drug (NOT a return-to-duty) test before he/she can perform a safety-sensitive function.

8.1.4 Return to Work after 30 Days for Non-Regulated employees who are not subject to federal guidelines but perform driving duties for specific contracts that are considered sensitive (MVT Policy)

It is MVT's policy that any time a non-covered driver who drives a vehicle for an MV contract and has not performed his/her driving functions for 30 or more consecutive days (regardless of reason) the employee will be required to take and pass another Non-DOT Pre-Employment drug test before he/she can return to his/her driving position. **For confirmation of regulation authority contact Drug & Alcohol Compliance Department**

8.1.5 Previous Employer Request Requirement

As an employer we are required to verify previous violations of DOT drug and alcohol regulations within the last two years of employment with a DOT regulated agency or employer.

An employer must obtain and review the information listed below from any DOT-regulated employer the employee performed safety-sensitive functions for in the previous two years. The information must be obtained and reviewed prior to the first time an employee performs safety-sensitive functions. If not feasible, the information should be obtained no later than thirty (30) days after the first time an employee performs safety-sensitive functions. The information obtained must include:

1. Information on the employee's alcohol test in which a breath alcohol concentration of 0.04 or greater was indicated.
2. Information on the employee's controlled substance test in which a positive result was indicated.

3. Any refusal to submit to a required alcohol or controlled substance test. (including verified adulterated or substituted drug test results)
4. Other violations of DOT agency drug and alcohol testing regulations

As the applicant or employee if you have violated any of the DOT drug and alcohol regulations, you must also obtain documentation of your successful completion of the DOT return-to-duty requirements (including proof of follow-up tests administered).

Furthermore, all applicants will be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee applied for, but did not obtain safety-sensitive transportation work covered by DOT agency drug and alcohol testing rules during the past two years.

8.1.6 Pre-employment Breath Alcohol Testing

Although it is not MV Transportation's policy to test for alcohol on a pre-employment test, MVT does have a few contracts that require a breath alcohol test be conducted in addition to the required drug test. Divisions that are subject to this requirement will have to take a pre-employment breath alcohol test. Breath alcohol testing will be in accordance with DOT Part 40 and 655.42.

8.2 Reasonable Suspicion Testing

All safety-sensitive employees shall be subject to reasonable suspicion testing, to include appropriate urine and/or breath alcohol testing when there is reasonable suspicion to believe that a covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. Reasonable suspicion tests for the presence of alcohol shall be authorized by observations made just prior, during or immediately after the period of the day in which the employee is required to be in compliance with the requirements of Part 655; and those alcohol tests shall only be conducted just before, during, or just after the performance of a safety-sensitive function. If an alcohol test is not administered within two hours following the determination to test the employee, the employer shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If the alcohol test is not administered within eight hours following the determination, MVT shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test.

Reasonable suspicion determination will be made by a supervisor, or other company official who has had the required Reasonable Suspicion training to detect and document the signs and symptoms of probable drug use and alcohol use and who reasonably concludes that an employee may be impaired by of a prohibited substance.

Any employee who is required to take a Reasonable Suspicion test will remain off duty until a negative alcohol and drug test is received.

8.3 Post-Accident Testing

Fatal Accidents

As soon as practicable following an accident involving the loss of human life, MV Transportation will conduct drug and alcohol tests on each surviving covered employee operating the public transportation vehicle at the time of the accident. Post accident drug and alcohol testing of the operator is not required under this section if the covered employee is tested under the fatal accident testing requirements of the Federal Motor Carrier Safety Administration rule 49 CFR 382.303 (a)(1) or (b)(1). MV Transportation shall also test any other covered employee whose performance could have contributed to the accident as determined by investigating staff using the best information available at the time of the decision.

Non-Fatal Injury Accidents

As soon as practicable following an accident not involving the loss of human life in which a public transportation vehicle is involved, MV Transportation will drug and alcohol test each covered employee operating the public transportation vehicle at the time of the accident unless investigating staff determine, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident.

Accident means an occurrence associated with the operation of a vehicle, if as a result: (1) An individual dies; or (2) An individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or (3) With respect to an occurrence in which the transit vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as the result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle; or (4) With respect to an occurrence in which the public transportation vehicle involved is a rail car, trolley car, trolley bus, or vessel, the public transportation vehicle is removed from operation.

(For exact testing criteria -See Post Accident Testing Procedures Pg. 27)

MV Transportation shall also test any other covered employee whose performance could have contributed to the accident as determined by investigating staff using the best information available at the time of the decision.

MV Policy: When to conduct a NON-DOT Post accident/incident test

If the accident does not meet the FTA/FMCSA testing criteria, MVT will reserve the right to test any safety-sensitive employee after any accident/incident regardless of the severity of the accident/incident. Additionally, MVT will test any other safety-sensitive employee whose performance MVT determines could have contributed to the accident.

Under these circumstances it must be explained to the employee that the drug and alcohol tests will be done under M.V. Transportation authority, and should be done on NON-DOT drug and alcohol chain of custody forms.

Any employee who takes a post accident test will remain off duty until a negative drug test and alcohol test result is received.

8.4 Random Testing

Employees performing safety-sensitive functions will be subject to unannounced, random drug and alcohol testing in accordance with FTA regulations. The random drug and alcohol testing rates will be, at a minimum, based on the current FTA and FMCSA requirements at all times. Each such employee shall have an equal chance at selection and shall remain in the pool even after being tested. The basis for random selection shall be by a scientifically valid random number generation method initiated by computer. The dates for administering unannounced testing of randomly-selected covered employees shall be spread reasonably throughout the calendar year, month, week, and all hours that safety-sensitive functions are performed. This ensures that employees would have a reasonable expectation that they might be called for a test on any day they are at work. A covered employee shall only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty. The employee must proceed to the test site immediately after being notified that he or she has been selected for testing in the allotted time given.

9.0 Consequences

9.1 Positive Alcohol Test

(a) A safety-sensitive employee who has a confirmed alcohol concentration of 0.02 or greater but less than 0.04 will be removed from his or her duties for eight hours unless a confirmation test results in a concentration measure of less than 0.02. (For a test result which is less than 0.04 no other action will be taken except that which is described in this paragraph.)

(b) An alcohol concentration of 0.04 or greater or a test refusal will be considered a positive alcohol test. The employee will be immediately removed from duty and referred to a Substance Abuse Professional (SAP) **and terminated from employment.**

9.2 Positive Drug Test

The consequences of a positive drug test or a test refusal are as follows: the employee will immediately be removed from safety sensitive duties, referred to a Substance Abuse Professional **and terminated from employment.**

10.0 MRO report of a negative dilute specimen

If the MRO informs MVT that a negative drug test was dilute, the employee will be directed to take another test immediately. In some cases the MRO may require the retest to be performed under "Direct Observation." Each employee directed to take another test, will be given the minimum possible advance notice that he or she must go to the collection site to take another test.

For any employee that is directed to take another test, the result of the second test – not that of the original test – becomes the test of record which MVT will rely on for purposes of this policy. Any employee who is directed to take another test and the employee declines to do so, shall be considered as a refusal to test for purposes of this policy and DOT agency regulations.

Dilute Specimen- A specimen with creatinine and specific gravity values that are lower than expected for human urine.

11.0 Substance Abuse Professional (SAP)

A SAP must meet all of the credential, basic knowledge, qualification training, continuing education, and documentation requirements of 49 CFR Part 40, Subpart O, §40.281 (a-e). The SAP will evaluate the employee to determine what assistance the employee needs in resolving problems associated with prohibited substance abuse or alcohol misuse. The SAP will also determine whether or not an employee has successfully completed a program of rehabilitation.

MV Transportation has contracted with:

National Counseling Resource
11622, Fair Oaks Blvd, Suite 103, CA 95628
Duncan McPherson, NCAC II, SAP
1-800-607-1010

This firm is a national company that contains a large network of qualified SAPs throughout the United States. Employees simply call the toll-free number and provide the SAP their city and zip code and the SAP will find them the qualified SAPs closest to their area.

12.0 Training and Education

All employees shall participate in a minimum one-hour training session designed to meet FTA requirements by learning about the effects and consequences of drug use on personal health, safety and the work environment. For those supervisors participating in reasonable suspicion determination testing, there will be at least two hours of training to explain the criteria for reasonable cause testing, including at least an hour on the physical, behavioral and performance indicators of probable drug use and another hour on the physical, behavioral, speech and performance indicators of probable alcohol misuse. Initial training sessions will be re-enforced with educational materials and meetings. Further, employees shall be provided with a community hot-line telephone number.

13.0 Employee Assistance Community Service Hot-Line

The Center for Substance Abuse Treatment maintains a toll-free Referral Helpline for locating substance abuse treatment in your area:
1-800-662-HELP
National Clearinghouse on Family Support and Children's Mental Health
800-628-1696
National Foundation for Depressive Illness
800-239-1265
SAMHSA's Center for Substance Abuse Treatment
800-662-HELP (4357), 800-487-4889 (TDD), 877-767-8432 (Spanish)

14.0 Records, Confidentiality

A safety-sensitive employee is entitled, upon written request, to review and obtain copies of any records relating to the employee's drug and alcohol testing. MVT must maintain records of its substance abuse program in a secure location with controlled access.

15.0 System Contact

Any questions regarding this policy or any other aspect of MVT's Substance Abuse Management Program should be directed to the office of the following:

Name: Esther Avalos, Director of Drug & Alcohol Compliance
Address: 5710 N. Central Expwy., Ste. 1145, Dallas, TX 75206
Phone Number: 972-391-4616

16.0 Local Authority

Local Division General Managers and Safety Managers are the Designated Employer Representatives (DERs) and are authorized to receive test information from the MRO as well as confirmation test results from the qualified B.A.T.

17.0 Revisions to the Policy and Program

This policy and program are subject to revision in accordance with the Department of Transportation regulations, as amended.

18.0 Zero Tolerance Policy

MVT's "Zero Tolerance" Policy means any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, referred to a Substance Abuse Professional (SAP) for assessment, and **will be terminated.**

EXHIBIT A

Pursuant to the Federal Department of Transportation regulations, the following are the drugs to be tested for, and the threshold levels of each test which MV Transportation is required to accept:

Drug or Metabolite	Urine Initial Test Cutoff (ng/mL)*	Confirmatory (GC/MS-LC/MS) Test Cutoff (ng/mL)*
1. Marijuana	50	15
2. Cocaine	150	100
3. Opiates (morphine, codeine)	2,000	2,000
Heroin	10	10
4. Amphetamine (includes methamphetamine and MDMA-Ecstasy, MDA, MDEA)	500	250
5. Phencyclidine (PCP)	25	25

* nanograms per milliliter

ALCOHOL
(Includes ethanol, methanol, isopropanol)

Breath Alcohol Concentration
(expressed in terms of grams of alcohol per 210 liters of breath)

Initial Screen	Confirmatory (given if 0.02 or greater on initial screen)
Under 0.02	0.02 to less than .04 employee may not perform safety-sensitive function

EXHIBIT B

The following is a general list of safety-sensitive functions and the job categories of employees who are subject to the provisions of 49 CFR Par 655 and 382 at MV Transportation:

NOTE: This list is subject to change and revision.

49	Maintenance Training Manager	340	Lead Dispatcher	416	Safety Manager	550	Mechanic
87	Safety Assistant	345	Dispatcher	420	BTW Trainer	561	Mechanic A (specify Union Class)
112	Floating Class A Mechanic	346	Window Dispatcher	425	BTW Instructor	562	Mechanic B (specify Union Class)
113	Body Repairman	349	Scheduling Manager	450	Classroom Instructor	563	Mechanic C (specify Union Class)
300	General Manager	350	Scheduler	451	Classroom Trainer	564	Technician A Mechanic
301	General Manager 1	352	Scheduling Coordinator	470	Parts Manager	565	B Mechanic
302	General Manager 2	353	VA Coordinator	471	Assistant Parts Manager	566	Technician C Mechanic
303	General Manager 3	354	Operations Supervisor	475	Parts Clerk	567	Technician Apprentice
304	General Manager 4	355	Road Supervisor	500	Maintenance Manager	568	Technician
310	Division Manager	357	Where's My Ride Supervisor	510	Assistant Maintenance Manager	569	Mechanic Helper
315	Assistant Division Manager	359	Lead Supervisor	512	Maintenance Technician	570	Cleaners
320	Operations Manager	379	Lead Schedule/Dispatcher	514	Bus Stop Maintenance	571	Mechanic Helper
321	Shift Supervisor	399	Call Center Manager	515	Maintenance Clerk	572	Body Shop Technician
322	Assistant Operations Manager	400	Safety and Training Manager	516	Maintenance Supervisor	575	Service Worker
323	Operations	405	Training	517	Service	580	Utility Crew

	supervisor		Manager		Employee		
330	Dispatch Manager	406	Training Supervisor	518	Advanced Service Employee	584	Station Supervisor
332	Reservations Manager	410	Safety Trainer	519	Entry Level Mechanic	590	Bus Aide
335	Dispatch Supervisor	411	Safety Training Supervisor	520	Shop Foreman	600	Driver Trainer
336	Drive Cam Supervisor	415	Assistant Safety Manager	530	Lead Mechanic	610	Driver

Any MVT employee who has a non-safety-sensitive position, but who may perform a safety sensitive function at any time while they are working must be included in the random testing and will be included
in the DOT random testing pool.

Testing Procedures

Note: Testing and collection procedures will be conducted as set forth by 49 CFR Parts 40 (as amended) & 655 & 382. The information on the following pages is meant for general information only for MV Transportation employees. Any questions regarding reference to the regulations should be directed to the policy section of this handbook. A copy of 49 CFR Part 40 is available for review to each employee upon request to their local manager.

This is a "Zero Tolerance" policy and any reference to return to work after a positive test result does not apply to employees affected by this policy. The FTA does not mandate "Second Chance".

Pre-Employment Testing

1. The FTA regulations require that all applicants for employment in safety-sensitive positions or individuals being transferred to safety-sensitive positions from NON-safety-sensitive positions must be given a pre-employment drug test.
2. Applicants may not be assigned to safety-sensitive functions unless they pass the drug test.
3. Applicants must be informed in writing of the testing requirements prior to conducting the test. **MVT will require applicant to sign a form acknowledging that they know that their urine will be tested for Cocaine, PCP, Amphetamines, Marijuana, and Opiates.**
4. Appropriate personnel at each location will schedule appointments for collection. The employee must be made aware that their placement into a safety sensitive position is contingent upon a negative test result.
5. It is the responsibility of the applicant to report to the collection site at the time and day scheduled.
6. Positive test results must be reviewed by the MRO.
7. Applicants are notified by the MRO of the laboratory results and are given an opportunity to discuss the results.
8. Applicants who test positive will not be hired into a safety-sensitive position.
9. An applicant whose pre-employment test results are negative will continue through the safety-sensitive hiring process.
10. Applicants will be asked whether he or she has tested positive, or refused to test on a pre-employment drug or alcohol test while trying to obtain safety sensitive transportation work from an employer covered by DOT agency during the past two years. If applicant admits that he or she had a positive test or a refusal to test, MV will not allow the applicant to perform safety sensitive duties unless and until applicant provides documents showing the successful completion and release from a SAP.

Random Testing Procedures

The FTA regulations require random testing for prohibited drugs and alcohol for all safety-sensitive employees. Random testing identifies those who are using drugs or misusing alcohol but are able to use the predictability of other testing methods to escape detection. More importantly, it is widely believed that random testing serves as a strong deterrent against employees beginning or continuing prohibited drug use and misuse of alcohol at MVT. MV Transportation has developed procedures for notification and collection to best implement the requirements of the federal rules.

These procedures answer common questions regarding random testing: Who is tested? Why are only some individuals tested? When and how do the tests occur?

1. Random drug and alcohol testing applies only to safety-sensitive employees. Identification numbers for all safety-sensitive employees will be included in a selection pool.
2. Random drug and alcohol testing is accomplished by a scientifically valid, tamper-proof, computer-generated selection process. A random list for testing of employee numbers will be generated every month.
3. Employees are chosen in an unannounced, unpredictable manner. No employee will be removed from the random pool following the next selection, and every employee will continue to be subject to random selection throughout the year. Every employee in the random pool has an equal chance of being selected every time. Employees are only removed from the random pool when they are in rehabilitation programs, terminated or permanently transferred to a non safety-sensitive position, or expected to be out for at least 90 days or more.
4. Random testing will be conducted on all shifts, all times of day, and all days of the week throughout the calendar year. No shift is exempt from testing.
5. Random drug testing may be conducted concurrently with random alcohol testing or at any time during an employee's shift. Random alcohol testing will be conducted just before the employee is scheduled to perform a safety-sensitive function, while the employee is performing safety-sensitive functions or just after the employee performs a safety-sensitive function. The employee must proceed to the test site immediately after being notified that he or she has been selected for testing in the allotted time given.
6. For both Maintenance and Operations (Drivers) the Divisional Manager in each location will be notified which employees have been selected for testing. Once an employee is notified of his/her selection, he/she must report immediately for the test. Failure to report after notification constitutes a refusal to test**.** (see procedures for random test notification)
7. Employees will be notified where to report for collection, when to stop work and report to the collection site and who will relieve them, if necessary.
8. The employee must submit to a drug and/or alcohol test. Failure to cooperate with the collection procedure in any way constitutes a refusal to test which has the same consequences as a positive test result.
9. The employee is in a paid status throughout the random testing procedure.

Employees will be removed from duty if the results are positive **and employee will be terminated.**

10. If both alcohol and drug tests are being given, the breath alcohol test will be performed first. Immediately thereafter, the urine sample will be collected for the drug test.
11. If there is a confirmed breath alcohol test of between .02% and .039% (inclusive), the employee will be relieved from duty immediately for a minimum of eight (8) hours.
12. If there is a confirmed positive breath alcohol test (.04% or above), the employee will be given the name of a Substance Abuse Professional (SAP) **and terminated.**

Procedures for Random Test Notification

1. The Human Resource Department triggers the selection list of the month's safety-sensitive employees to be scheduled for testing.
2. The local manager will review work schedules, including planned absences when known, to develop a best available time to perform the tests. The local manager will coordinate the testing schedule with the collector.
3. In developing testing times, the goal will be to minimize the impact in service. Testing will be conducted using the following priority periods:
    - Before work,
    - During split time,
    - After work/shift is completed
    - During work, with standby personnel relief.
4. During work, without relief (if no other time is possible).
5. Notification of Employees- The Human Resources Department triggers notification to each location's designated employer representative (DER) via electronic mail. The DER will notify each safety-sensitive employee selected and thus notified. Each employee who is selected is to report to the test site immediately

The employee cannot "go off sick" or on vacation or leave of absence after notification.

6. Collection site personnel shall report "unreasonable delays" to the local DER as employees are required to immediately report to the collection site following notification. Failing to report to the collection site within a reasonable allotted time constitutes a refusal to test.
7. The DER shall confirm with the Regional, Divisional, or Operations Manager that the employee was notified.
8. The DER shall notify the proper management official if an employee fails to report for testing after notification.
9. An employee who fails to report for testing shall be removed from duty immediately. If employee is determined to have "refused to test" he/she face the same consequences as testing "positive" for drugs/alcohol and will be given the

name and number of a SAP and **terminated from employment.**

Collection Procedures for All Tests

All collection procedures shall be performed in accordance with Part 40. Upon notification of a test under this policy;

1. The employee must report to the collection site immediately after notification.
2. The employee shall provide photo identification to collection site personnel. Supervisors will verify the identification of employees without photo identification and may photograph the employee if necessary.
3. The employee must comply with all collection procedures.
4. The employee must follow the directions of the collection staff to ensure that an unadulterated urine specimen is collected and/or the breath alcohol test is completed.
5. The employee will be in a private enclosure and unobserved unless a direct observed collection is determined to be needed by the MRO, the local DER, or the collector.
6. The employee must supply at least 45 ml of urine (approx. 1 ½ oz). If the employee gives an inadequate amount of urine or if the employee is unable to give a sufficient urine sample collection site staff shall provide the individual with no more than 40oz of fluid to drink during a period of up to 3 hours. The employee will attempt to provide a complete sample using a fresh container. If the required amount is provided, the collection staff will continue with collection process. If the employee is still unable to provide an adequate specimen within three hours of the first unsuccessful attempt to provide the specimen, the collection staff must discontinue the collection, note the facts on the "remarks" line of the CCF, and immediately notify the DER.

Shy Bladder

The term "shy bladder" refers to a situation when the employee does not provide a sufficient amount of urine (45 ml) for a DOT required drug test. If an employee tells the collector, upon arrival at the collection site, that he or she cannot provide a specimen, the collector must still begin the collection procedure regardless of the reason given and direct the employee to make the attempt to provide the specimen.

The employee must be monitored during this time. If the employee leaves the collection site or refuses to make the attempt to provide a sufficient urine specimen, this is considered a refusal to submit to a test.

Failure to produce a sample of urine will result in an immediate referral for an evaluation from a licensed physician within 5 days who can determine in his or her reasonable judgment the safety-sensitive employee's inability to provide an adequate amount of urine. If no medical reason is found substantiating an inadequate sample, the incident will be treated as a "refusal to test" and will carry the same consequences as a positive test result.

It is MVT's policy that any employee who does not provide a valid specimen during a collection for a test will remain off duty until the employee is cleared from the MRO that the employee had a valid medical reason.

7. If the employee fails to provide an adequate amount of breath for the breath alcohol test, a second attempt will be made. If the Employee, after multiple attempts, fails to produce a sample, the Breath Alcohol Technician (BAT) shall so note in the "Remarks" section of the breath alcohol testing form and immediately inform the DER. The DER will instruct the employee to obtain, as soon as possible but within 5 days after the attempted provision of breath, an evaluation from a licensed physician who is acceptable to the employer concerning the employee's medical ability to provide an adequate amount of breath.
8. Whenever there is reason to believe that a particular individual has altered or substituted the urine specimen, a second specimen shall be obtained as soon as possible under direct observation of a same gender observer. Reasons may include; temperature of the specimen out of normal range, bluing agent in the specimen.

   Substituted Specimen- A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

   Adulterated Specimen- A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.
9. If the breath alcohol screening is 0.02 or greater, the breath alcohol technician will wait at least 15 minutes and a maximum of 30 minutes before administering the confirmation test. Even if more than 30 minutes have passed the BAT will still conduct the confirmation test.
10. To ensure that the test results are attributed to the correct covered employee; both specimen bottles must be sealed and labeled in the presence of the donor. The labels must be printed with the same specimen identification number as the custody control form and are attached to the specimen bottles. The donor initials the labels on the vials verifying that the specimen is his or hers.

Reasonable Suspicion Testing Procedures

1. Supervisors and managers receive training in order to identify behaviors that might be indicators of drug use and/or alcohol misuse. Training includes the procedures for how to deal with employees suspected of drug use and/ or alcohol misuse.
2. If a supervisor observes an appearance, behavior, speech pattern, or body odor of the covered employee that might be indicative of drug use and/or alcohol misuse, he/she directs the employee to stop work and escorts the employee to an area to be questioned and observed in private.
3. The supervisor completes the Reasonable Suspicion Incident Report. The supervisor must ensure that the employee does not continue to operate in a

safety-sensitive function after identified for reasonable suspicion testing.

4. If there is a decision to test based on observable symptoms, the employee is ordered to submit to a drug and alcohol test and is escorted to the collection site.
5. The employee is on paid status until the test collection is completed. **Employee will remain off duty until a negative drug and alcohol test is received**. To the greatest extent possible, arrangements shall be made to have him/her transported home and employee should not be allowed to leave on his/her own recognizance.
6. If there is a confirmed breath alcohol test of between .02% and .039% (inclusive), the employee will be relieved from safety-sensitive duty immediately for a minimum of eight (8) hours. If there is a confirmed positive breath alcohol test (.04% or greater) and/or confirmed positive drug test, or refusal to test, the employee shall be provided the name and number of a SAP and the employee **will be terminated**.
7. If the employee's drug test is confirmed negative by the MRO and/or the BAT test is below 0.02 the employee will be allowed to return to work and will be paid for any time missed.

Post-Accident Testing Procedures

The FTA regulations require testing for prohibited drugs and alcohol in the case of certain public transportation accidents. Post-accident testing is mandatory for accidents where there is a loss of life and for other non-fatal accidents.

1. The supervisor ensures that all injured people receive proper medical care. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.
2. The supervisor determines whether the accident meets FTA criteria using MVT's "Post Accident Decision Checklist Form".
3. If the accident meets the FTA/DOT criteria a DOT post accident drug and alcohol test will be conducted immediately. The employee will be taken to the collection site and tested as soon as practicable following the accident. The employee should remain readily available for alcohol testing up to 8 hours and for drug testing up to 32 hours after the accident, including notifying his/her supervisor of his/her location or he/she may be deemed to have refused to submit to testing if he/she does not make him/herself readily available for testing.
4. **Once the tests have been completed the employee will remain off duty until a negative drug and alcohol test is received.**
5. If the employee is not tested within two hours for alcohol, the supervisor must document the reason for the delay, and if test is not conducted in 8 hours, the DER shall cease all further attempts and update the records as to the reason(s) why the test was not completed. If the 32 hours have passed the DER shall cease all further attempts to complete the drug test.

6. If the employee refuses to be tested, or the breath alcohol test is .04 or greater, or if the drug test is confirmed positive, the employee is immediately removed from duty, the Sap will find them the qualified SAPs closest to their area, and **will be terminated.**

Post -Accident Testing Criteria

It should be noted that a post-accident test is given because the incident meets the criteria listed below. It is NOT a probable cause or reasonable suspicion test. An accident (§ 655.4) is defined as an occurrence associated with the operation of a vehicle in which:

1. An individual dies.
2. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident.
3. With respect to an occurrence in which the public transportation vehicle involved is a bus, van or automobile, one or more vehicles incurs disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, "disabling damage" means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs.

   (Inclusions) Disabling damage includes damage to vehicles that could have been operated, but would have been further damaged if so operated.

   (Exclusions) damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, tail-lights, turn signals, horn, or windshield wipers that makes them inoperative.
4. With respect to an occurrence in which the public transportation vehicle involved is a rail car, trolley car, trolley bus, or vessel, the public transportation vehicle is removed from operation.
5. The FTA has determined that **"LIFTS"** constitute equipment used in revenue service and their operation is essential to the operation of the vehicle and protection of public safety, their operation shall now be included in the accident definition.

To determine if a test should be administered under this section, always use MV Transportation's "Post Accident Decision Checklist". This form should be used for all accidents in determining whether a test will be done under DOT authority.

Prohibited Drugs and Alcohol Misuse

MVT is required to ensure that all covered employees receive at least 60 minutes of training and discussion on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use. The information below shall assist in providing statistics and examples of substance abuse in the work force and the signs and symptoms of such use.

A study conducted showed 75 percent of illicit drug users 18 and older are employed, which amounts to about 10 million U.S. workers. On a daily basis, based on 250 work days in a year, at least 42,000 Americans are coming to work stoned or are getting "high" while on the job.

Studies and statistics show that:

1. Every 23 minutes a death occurs as a result of a drug or alcohol related accident.
2. A typical abuser is:
    a. Late to work 3 times more often
    b. Requests twice as much time off
    c. Is absent 2 1/2 times more than average
    d. Uses 3 times as many sick benefits
    e. Collects 5 times as much worker's comp
    f. Has 300% higher medical costs/benefits

If these statistics haven't convinced you that the problem is serious, let's look at a few more.

A national survey once reported that:

1. 19% of all children over the age of 12 had used some type of illegal drug
2. 65% of 18 to 25 year olds had used some type of illegal drug
3. 30 to 40 million Americans stated they had used cocaine
4. By age 17, 70% of American teenagers had tried alcohol

As you can see, drug and alcohol abuse is a serious problem, having a major effect on all our lives. Even though you may not be abusing drugs or alcohol, you are affected by the results of drug and alcohol abuse in our society. You pay higher medical costs to help cover the costs for abusers who cannot afford the cost of treatment. You pay higher insurance costs to help fund the drug and alcohol abuse programs paid for by insurance companies. The material and services you buy cost more because of decreased worker productivity, as well as increased cost to employers.

This section is designed to provide you with a brief overview of the seriousness of using controlled substances and alcohol. It also provides education on the signs, symptoms and effects of the illicit drugs that you will be tested for. Your employer has taken great measures to assure you of a safe working environment. Please review this booklet in its entirety to educate yourself on drug and alcohol in the workplace. When you have completed reading this material, you will better understand the need for a drug-free workplace.

The drugs for which you will be subject to testing include:

- Amphetamine
- Marijuana
- Phencyclidine (PCP)
- Cocaine
- Opiates
- Alcohol (by evidential breath testing device only)

Facts about Amphetamines

Amphetamines (methamphetamine, MDMA-ecstasy) are central nervous system stimulants. They tend to make people "hyper" and "jumpy". They can be taken either orally or injected. They are often used by people to stay awake and to counteract the effects of drowsiness. They are especially dangerous to take while performing safety-sensitive tasks or driving.

Ecstasy, MDMA (3,4 methylenedioxymethamphetamine), is a synthetic, psychoactive drug that is chemically similar to the stimulant methamphetamine and the hallucinogen mescaline. MDMA causes an increase in serotonin which plays an important role in the regulation of mood, sleep, pain, appetite, and other behaviors.

Some heavy MDMA users experience long lasting confusion, depression, and selective impairment of working memory and attention processes. Ecstasy users make extremely dangerous drivers. They can exhibit the same impairments as amphetamine, heroin, cocaine, and hallucinogen users.

Signs and Symptoms of Amphetamine Use

- Hypersensitivity
- Exhaustion
- Dilated Pupils
- Grinding teeth
- Loss of appetite and immediate weight loss
- Dry mouth
- Excessive talking

Effects on Person

- More likely to take risks
- Impaired judgement

Facts about Cocaine

Cocaine also stimulates the central nervous system. It gives the user an intense feeling of well-being, or euphoria, known as a "high". The "high" will last for 10 to 60 minutes. A more potent form of the drug called "crack" cocaine is especially addicting and dangerous. Although it's "high" lasts only about 5 to 8 minutes, "crack" cocaine can be addicting after only one use, and cause death the first time it is used. Cocaine can be injected, snorted, or free-based. Snorting is sniffing the drug up the nose, and free-basing is done by heating the drug and inhaling the vapors.

Signs and Symptoms of Cocaine Use

- Mood swings
- Weight Loss
- Restlessness: Difficulty sitting or standing in one place
- Depression
- Nose bleeds
- Irritable**,** angry, nervous, angers easily
- Bad breath
- Euphoric feeling
- Running nose, uncontrollable sniffing

Effects on Person

- Slowed reaction time
- Distorted vision and depth perception
- Slow to make decisions
- Unable to correctly measure time and distance

Facts about Marijuana

Marijuana is a depressant and mind altering drug. Marijuana does not depress the central nervous system's reaction, it works on the brain. Mind altering means it causes hallucinations. It can be eaten or smoked. Street names for marijuana are "dope", "grass", "joint", "hash", or "hooch".

Tests have shown that people's reflexes and thought processes are slower under the influence of marijuana. The effects of this drug are longer lasting than first thought. In fact, impairment can last more than 24 hours after using marijuana. The body actually stores the drug for days, weeks, and in some cases, months, depending on the frequency of use.

Signs and Symptoms of Marijuana Use

- Dilated pupils
- Slowed reflexes
- Giddiness
- Slowed thinking
- Moodiness
- Trance-like state
- Impaired vision
- Reduced feeling of pain
- Odor of burning
- Short-term memory loss
- Loss of concentration
- Unable to sleep after prolonged use

Signs To Look For

- Cigarette rolling paper
- Dried plant material, either crumbled or pressed
- Roach clip (device to hold joint)
- Hash pipe (very small pipe)

Facts about Opiates

Opiates are classified as a narcotic analgesic. They tend to have a sedating, calming effect, and act as a depressant to the central nervous system. Opiates are more commonly known as morphine, codeine, and heroin. Street names for opiates are “junk”, “smack”, “horse”, and “brown sugar”. Opiates are prescribed by doctors to relieve pain, but they are used by the abuser to relax or “escape the real world”. They can either be taken orally, injected or smoked.

When the drug is injected, the user feels an immediate “rush”, usually followed by a very relaxed and soothing feeling. However, some opiates can cause very unpleasant side effects such as nervousness, nausea, and restlessness, and if taken in excess, may cause coma or death.

Signs and Symptoms of Opiate Use

- Mental confusion
- Slured speech
- Unsteadiness
- Hostility
- Memory loss

- Drowsiness
- Excess talking
- Euphoria
- Depression
- Short attention span
- Cold, moist or bluish skin
- Reduced feeling of pain

Effects on Person

- Lack of concentration – Day dreaming
- Distorted sense of time and distance
- Distorted vision

Facts about Phencyclidine (PCP)

Phencyclidine, commonly called “Angel Dust”, is known as a dissociative anesthetic. Users of PCP may experience hallucinations and signs of intoxication. They may not be able to focus their attention or will experience confusion and lack of coordination.

Although PCP has immediate short term effects, it is also known for its long term effect of causing psychotic behavior often associated with violent acts. Other street names for PCP include “hog”, and “crystal”. PCP may be smoked, snorted or injected.

Signs and Symptoms of PCP Use

- Delusions
- Confusion
- Panic
- Increased blood pressure
- Anxiety
- Flashbacks

Effects on Person

- More likely to take risks
- Impaired coordination
- Aggressive actions

Facts about Alcohol

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily

for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

Signs and Symptoms of Use

- Dulled mental processes
- Lack of coordination
- Odor of alcohol on breath
- Possible constricted pupils
- Sleepy or stuporous condition
- Slowed reaction rate
- Slurred speech

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

Health Effects

The chronic consumption of alcohol (average of three servings per day of beer [12oz], whiskey[1oz], or wine[6oz glass] over time may result in the following health hazards:

- Decreased sexual functioning
- Dependency (up to 10% of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed “alcoholic”)
- Fatal liver diseases
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma.
- Kidney disease
- Pancreatitis
- Spontaneous abortion and neonatal mortality
- Ulcers
- Birth defects (up to 54% of all birth defects are alcohol related).

Workplace Issues

- It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body.
- Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
- A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

ACKNOWLEDGEMENT OF EMPLOYER'S DRUG AND ALCOHOL TESTING POLICY

I, _____, the undersigned, hereby
Print Full Name

acknowledge that I have received a copy of the anti-drug and alcohol misuse program policy mandated by the U.S. Department of Transportation, Federal Transit Administration for all covered employees who perform a safety-sensitive function. I understand this policy is required by 49 CFR Part 655, as amended, and has been duly adopted by the governing board of the employer. Any provisions contained herein which are not required by 49 CFR Part 655, as amended, that have been imposed solely on the authority of the employer are designated as such in the policy document.

I further understand that receipt of this policy constitutes a legal notification of the contents, and that it is my responsibility to become familiar with and adhere to all provisions contained therein. I will seek and get clarification for any compliance with all provisions contained in the policy. I also understand that compliance with all provisions contained in the policy is a condition of employment.

I further understand that the information contained in the approved policy dated September 2016 is subject to change, and that any such changes, or addendum, shall be disseminated in a manner consistent with the provision of 49 CFR Part 655, as amended.

I hereby acknowledge that I have participated in and completed the required minimum one-hour of DRUG AND ALCOHOL EMPLOYEE EDUCATION AND TRAINING in accordance with Part 655.14(b)(1) and in addition, to the training, this policy and handbook was reviewed.

I further acknowledge that I have been advised of the consequences for safety sensitive employees who violate the testing requirements and information concerning the effects and alcohol misuse and controlled substance abuse on health, work and personal life.

_____ _____
Signature of Employee *Date*

_____
Print Name

MV Transportation, Inc

Date: November 30, 2017

To: All MV Transportation Management and Client Representatives

From: Esther Avalos, Director of Drug & Alcohol Compliance

Re: **DOT Publishes Final Rule – Effective January 1, 2018 (Key Changes)**

On November 13, 2017, the US Department of Transportation (DOT) published a final rule revising 49 CFR Part 40 (*Procedures for Transportation Workplace Drug & Alcohol Testing*). The changes, which will take effect on January 1, 2018, are designed to significantly advance public transportation safety and deter opioid abuse which is currently ravaging the country. This expands the Department's current drug testing panel to include certain semi-synthetic opioids (i.e., **hydrocodone, oxycodone, hydromorphone, oxymorphone**).

Therefore, I wanted to share the following activities taking place within the Drug and Alcohol Compliance Department and with our service agents to ensure these changes are implemented and the revised DOT panel and new chain of custody form is in place, **effective January 1, 2018.**

Our laboratory Alere and service agent manager eScreen is prepared to update our DOT panel profiles effective January 1, 2018. They will be performing a system-wide update to the new panel on our behalf, which will coincide with updates at the laboratory for all DOT accounts. All DOT specimens **with a collection date of January 1, 2018 or after** will be tested using the new panel configuration.

The eScreen eCCF form that we use will also be updated effective January 1, 2018. This eCCF digital form update will be deployed across all eScreen123 software enabled clinics that we use nationwide. All Alere Toxicology paper forms will be updated to the new format as inventory is depleted and any necessary re-orders take place. This is a great opportunity for those divisions who are not using electronic CCFs, to move to digital forms instead of paper.

I also wanted to point out that, although the new rules take effect 01/01/2018, the DOT and FTA does not expect Employers to have a revised and adopted policy in place by this same date. This question was posed to Iyon Rosario, head of FTA addressing this concern, and it was confirmed, see attached copy of response. MV will be addressing the changes with a company-wide memo to all safety-sensitive employees summarizing the changes. This will also be publicized via our MV web-site and television monitors at our MV locations to ensure all employees are aware of these changes.

Please find attached, a copy of the memorandum that will go to all safety-sensitive employees. Rest assured, I will be updating MV's substance abuse policy as soon as possible, but will use the memorandum in the interim.

Our team will continue to share formal communication as we move forward. Please let me know if you have any questions or concerns regarding execution of this change effective January 1, 2018.

If you have any questions about any of the scheduled changes to MV Transportation's drug and alcohol testing program, please contact the Director of Drug and Alcohol Compliance, Esther Avalos at 972-391-4616.

Esther Avalos

From: Rosario, Iyon (FTA) <Iyon.Rosario@dot.gov>
Sent: Tuesday, November 14, 2017 1:57 PM
To: Deanna Smith
Subject: RE: Regarding policy update deadline for Part 40 final rule

Good Afternoon Ms. Smith,

I received your below question. No, the updates to your policy don't need to coincide with Part 40 updates as of January 1, 2018. You will need to update your policy to reflect the changes in Part 40, I recommend you do this as soon as practicable for your agency.

Respectfully,

Iyon U. Rosario
FTA, Drug and Alcohol Program Manager
Office of Safety Review,TSO-20
Direct: (202) 366-2010

From: Snider, Mark (OST)
Sent: Tuesday, November 14, 2017 1:06 PM
To: Rosario, Iyon (FTA) <Iyon.Rosario@dot.gov>
Subject: FW: Regarding policy update deadline for Part 40 final rule

Iyon,

Thanks.

Mark Snider
Senior Policy Advisor
U.S. Department of Transportation
Office of Drug & Alcohol Policy & Compliance
http://www.transportation.gov/odapc

From: Deanna Smith [mailto:dsmith@mst.org]
Sent: Tuesday, November 14, 2017 12:33 PM
To: ODAPCWebMail <ODAPCWebMail@dot.gov>
Subject: Regarding policy update deadline for Part 40 final rule

I see that the final rule is effective January, 1, 2018. Does this also apply to updates to our Policy/Program? We are revising our current Drug and Alcohol Policy to address the updates, but staff would like clarification as to whether we must have updates and board approval by January 1 as well.

Thank you,

Memorandum

MV Transportation, Inc

To: All MV Transportation Safety-Sensitive Employees

From: Esther Avalos, Director of Drug & Alcohol Compliance

Date: December 1, 2017

Subject: DOT Part 40 Final Rule - Summary of Changes- Effective January 1, 2018

On November 13, 2017, the US Department of Transportation (DOT) published a final rule revising 49 CFR Part 40 (*Procedures for Transportation Workplace Drug & Alcohol Testing*). The changes, which will take effect on January 1, 2018, are designed to significantly advance public transportation safety and deter opioid abuse which is currently ravaging the country.

The following is a summary of revisions that will directly impact all DOT-regulated safety-sensitive employees:

1. Opiates have been reclassified as **opioids** and now include ***hydrocodone, hydromorphone, oxycodone and oxymorphone*** in addition to codeine, morphine, and 6-acetylmorphine (heroin). You might recognize some of these drugs marketed as OxyContin®, Percodan®, Percocet®, Vicodin®, Lortab®, Norco®, Dilaudid®, and Exalgo®. **NOTE:** The DOT drug testing panel remains "five drug classes" with the opiates category being changed to opioids.
2. MDA has been added as an initial (screening) test analyte and MDEA has been removed as a confirmatory test analyte.
3. If your drug test result comes up positive for amphetamines/methamphetamines or THC (marijuana metabolite), the company Medical Review Officer (MRO) will have the authority, without DOT approval, request laboratories perform additional testing for d & l isomer amphetamine and methamphetamine and THC-V (a metabolite specific to marijuana and not found in Marinol (pharmaceutical THC)). The decision to request the additional testing is wholly the MRO's.
4. The requirement for the MRO to report to Employers significant safety concerns about the use of medications remains; however, the MRO must now provide employees with up to five days after reporting the verified negative result to have the prescribing physician contact the MRO to determine if the medications can be changed to one that does not make the employee medically unqualified or that does not pose a significant safety risk before reporting the "safety concern" to MV Transportation.

To conform MV Transportation's Substance Abuse Policy to the latest changes, the policy will be revised accordingly. As in the past, the MRO will continue to serve as a "gatekeeper" in the drug testing process making sure that no employee is unfairly and unjustly stigmatized as an illegal drug user if his/her use of the drug is consistent with a valid and legal prescription.

As a Reminder- Under Federal law, **marijuana remains** a Schedule I drug, and therefore **prohibited and illegal** under the Department of Transportation's (DOT) drug and alcohol testing rules.

If you have any questions about any of the scheduled changes in MV Transportation's drug and alcohol testing program, please contact the Director of Drug and Alcohol Compliance, Esther Avalos at 972-391-4616.

Thank you for your cooperation in enhancing safety in the workplace and in the transportation services we provide to the public.

Employee Handbook

MV Transportation Employee Handbook

Issue Date

September 2016

WELCOME TO MV TRANSPORTATION 1
Mission Statement and Values 2
Mission Statement 2
Our Values 2
Purpose of Employee Handbook 2
Nature of Our Business 3
At-Will Employment 3
Equal Employment Opportunity 3
Accommodations for Disabilities, Work Restrictions and Religion 4
Disabled, Recently Separated, Other Protected, & Armed Forces Service Medal Veterans 5
Anti-Harassment/Anti-Discrimination Policy 5
Immigration Law Compliance 7
Open Door Policy 8
Introductory Period 8
Employment Categories 8
Full-time 8
Part-time 9
Temporary 9
Safety Sensitive Functions 9
Compensation and Payroll Practices 10
Wages and Benefits 10
Payroll Status 10
Hourly employees 10
Salaried employees 10
Payroll Period & Pay Dates 10
Time Recording 10
Overtime 11
Reporting Errors 11
Pay Adjustments 12
Operator Payroll Procedures 12
Payroll Deductions 12
Compensation for Meetings/Training/Drug Testing 12
Travel Time 13
Length of Service 13
What to Do If You Have Questions about Compensation and Payroll Practices 13
Hours of Work 13
Work Schedules 13
Rest and Meal Periods 13
Attendance and Punctuality 13
Salaried employees 14
Hourly Employees 14
Excused Absence 14
Unexcused Absence 15
Tardiness 15
Disciplinary Guidelines for Attendance 15
Clean Slate 16
Company Meeting Attendance 16
Attendance Policy for Non-Exempt Introductory Employees 16
Attendance Policy for Exempt Employees 16

Job Abandonment 16
Emergency Closings and Seasonal Work 16
Employee Benefits 17
Health, Dental and Vision Insurance 17
401(k) 17
Paid Time Off 17
Vacation Cash-Out Policy 17
Paid Holidays 18
Leave Policies 18
Workers' Compensation 19
Reporting Employee Injuries or Illnesses 20
Family and Medical Leave 20
Eligibility for Family and Medical Leave. 20
Types of Family and Medical Leave Available. 20
How and When to Request Leave. 21
Medical Certification Requirement. 21
Amount of Leave Available. 22
How the Amount of Leave is Calculated. 22
Benefit Continuation. 23
Reinstatement. 23
Pay Status. 23
Fitness for Duty. 23
Status Update 24
Fraudulent Use of Leave. 24
Bereavement 24
Jury Duty 24
Administrative Leave 25
Employee Performance and Conduct Policies 25
Performance Appraisals 25
Conflicts of Interest 25
Reference Checks 25
Outside Employment 25
Hiring of Relatives 26
Anti-Fraternization Policy 26
Confidentiality and Proprietary Information 26
Electronic Data Systems Policy 27
Software Code of Ethics 28
Social Media Policy 28
Workplace Violence 31
Weapons Policy 31
Discipline 32
Minor Violations 33
Major Violations 33
Vehicle Citations 35
Personal Appearance 35
Smoking 35
Solicitation 36
Confidentiality of Information 36
Security Inspections 36
Employee Personnel Files 36

Safety and Incident Policies 37
Safety Hotline 37
Incident 37
Incident Reporting 37
Major Safety Incidents 38
Minor Safety Incidents 38
Subrogation of Incident or Injury Claims 39
Safety Investigation Leave 39
Electronic Systems 39
Safety Point System 39
Preventability of Incidents and Injuries 40
Disciplinary Action 40
Accruing Safety Points 40
Maximum Allowable Safety Points 41
Safety Point Hearing 42
Retraining 42
MVR Records 42
Statements at the Scene of an Incident 43
Leaving the Scene of an Incident or Injury 43
Safety Inspections 43
Wheelchair Lift Deployment 44
Safety Meetings 44
Return of Property 44
Use of Personal Cell Phones and other Electronic Devices 44
Preparedness for Work and Alertness Management 44
APPENDIX 1 45
APPENDIX 2 47

WELCOME TO MV TRANSPORTATION

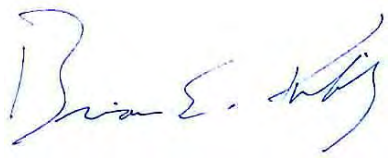
As you begin your employment with MV Transportation, we welcome you to our organization and invite you to read and become familiar with the contents of this handbook. We believe you will find it full of helpful and valuable information about our policies and procedures. This handbook is designed to guide and assist you in performing to the best of your abilities, as well as developing and realizing your potential as one of our valued employees.

For over four decades, MV Transportation has been a leading provider of reliable and safe transportation. With your help, we are looking forward to continuing growth and prosperity as we find new and better ways to serve our customers' needs.

Please read this handbook carefully and retain it for future use. Familiarize yourself with its contents as soon as possible because it should answer many of your initial and ongoing questions about your employment. This handbook has been developed by MV Transportation to promote understanding, cooperation, and good communication. You are responsible for being familiar with the information included in the handbook. If you have any questions about any of the information, please ask your supervisor or Human Resources for explanation or clarification.

THIS HANDBOOK GENERALLY DESCRIBES SOME OF MV TRANSPORTATION'S CURRENT POLICIES AND PROCEDURES. **THIS HANDBOOK DOES NOT CONSTITUTE A CONTRACT OF EMPLOYMENT**. NOTHING IN THIS HANDBOOK SHALL BE CONSTRUED TO CONSTITUTE A CONTRACT, AND THE COMPANY HAS THE RIGHT, AT ITS DISCRETION, TO MODIFY THIS HANDBOOK AT ANY TIME, UNLESS OTHERWISE PROVIDED UNDER THE TERMS OF AN APPLICABLE COLLECTIVE BARGAINING AGREEMENT, ARBITRATION AGREEMENT, OR OTHER VALID CONTRACT. THIS HANDBOOK SUPERSEDES AND REPLACES ALL PRIOR HANDBOOKS. HOWEVER, IF YOU ARE COVERED BY A COLLECTIVE BARGAINING AGREEMENT ("CBA"), TO THE EXTENT THERE ARE ANY DISCREPANCIES BETWEEN THIS HANDBOOK AND THE CBA, THE CBA WILL CONTROL.

Once again, we welcome you to our family and wish you success as we turn to face the numerous challenges, opportunities, and potential rewards ahead.



Brian Kibby
Chief Executive Officer

Mission Statement and Values

Mission Statement

We deliver innovative transportation solutions that provide freedom of movement, safety and a customer experience that is second to none.

Our Values

We are a people business and the word "RESPECT" best describes our commitment to service. To our passengers, YOU are the Company. As a MV employee, it is your responsibility to always protect our values. You have joined a very special Company that provides a very important service to our clients and customers. We stand for:

Respect	Let courtesy, warmth, empathy and kindness drive your behaviors
Ethics	Simply put, do the right thing
Safety	Nothing is more important than safety
Profitable Growth	Positive financial performance of our Company
Excellence	Quality and integrity are our backbone
Celebration & Collaboration	It is all about teamwork and recognizing each other and our accomplishments
Talent & Innovation	We are the best at what we do and the service we provide

Purpose of Employee Handbook

This employee handbook has been drafted as a guideline for our employees. It describes the Company's general philosophy and some of its current policies and procedures, but it is not intended to be all-inclusive. Unless otherwise provided under the terms of an applicable Collective Bargaining Agreement, arbitration agreement, or other valid contract, the Company reserves the right to amend, withdraw, supplement, or modify any terms or conditions of employment, at any time and for any reason, without prior notice, whether stated in the handbook or established through employment practices or other employment policies, except for the Company policy regarding at-will employment which may only be modified as described below.

While the Company will generally follow the guidelines stated in this handbook, you should understand that it does not constitute a contract between you and the Company. The Company may deviate from these guidelines where federal, state

or local law has specific requirements which the Company must adhere to or follow. This Handbook contains some of the authorized employment policies of the Company and supersedes any other versions. Please see your manager for a copy of this policy which is also available on Portal or Sharepoint.

Nature of Our Business

MV is a private contractor operating passenger transportation services for public and private agencies nationwide. We operate in a very competitive business environment; hence, we must operate safely, control our costs and provide outstanding customer and client service. We welcome your suggestions on how we can make improvements at our Company. Every MV employee plays a critical role in our success.

At-Will Employment

MV is an at-will employer. That means that employment may be terminated at any time by either the employee or the Company, with our without notice, for any lawful reason. This also means your terms and conditions of employment, including but not limited to termination, demotion, promotion, transfer, compensation, benefits, duties, hours, and location of work may be changed with or without cause or notice at the Company's sole discretion. The at-will employment relationship cannot be changed, and no employee of the Company is employed for any specific time period, unless he or she has or is covered by a written agreement signed by the CEO, CHRO or if otherwise required by law. No person other than the CEO or CHRO is authorized to enter into any employment agreement for a specified term with any employee.

Some of our employees are covered by a collective bargaining agreement. If you are covered by a collective bargaining agreement, your employment relationship, including the terms and conditions of your employment, is governed by that Agreement.

Equal Employment Opportunity

As a government contractor, MV's employment policy is to provide equal opportunity to all persons and to require affirmative action to ensure equality of opportunity in all aspects of employment. In furtherance of this policy, employment decisions shall be based on merit, qualifications, and competence. Except where required or permitted by law, employment practices shall not be influenced or affected by virtue of an applicant's or employee's race, color, creed, religion, sex, national origin, age, pregnancy, disability, veteran status, marital status, sexual orientation, gender identification, or any other characteristic protected by law. This policy statement governs all aspects of employment including but not limited to recruitment, selection, promotions, terminations, transfers, layoffs, compensation, training, benefits, and other terms and conditions of employment.

MV prohibits retaliation against applicants or employees who file discrimination charges with federal, state or local fair employment practice agencies, participate in investigations of such charges or an OFCCP proceeding, oppose unlawful employment practices, or assert any other rights protected by law.

MV's Equal Opportunity Policy is an essential part of the Company's overall commitment to attract, hire and develop a strong, talented and diverse work force.

Accommodations for Disabilities, Work Restrictions and Religion

MV takes affirmative steps to employ and advance qualified individuals with disabilities at all levels of employment. MV Transportation will make a reasonable accommodation for the known physical or mental limitations of otherwise qualified individuals with a disability and/or who are otherwise physically restricted in the job duties they can perform, unless the accommodation would impose an undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Reasonable accommodation means any change or adjustment to a job or work environment that permits an otherwise qualified applicant or employee with a disability or work-related restrictions to participate in the job application process or to perform the essential functions of a job. Individuals seeking accommodations must make the request to their supervisor and to the Human Resources Department. Supervisors or managers who are notified of a request for accommodation must immediately forward the request to the Human Resources Department.

MV Transportation will also attempt to make reasonable accommodations for employee observance of sincerely held religious beliefs. All requests for a religious accommodation should also be directed to the supervisor and the Human Resources Department. Supervisors or managers who are notified of a request for an accommodation must forward all requests for a religious accommodation to the Human Resources Department.

Once a request for an accommodation is received, the request will be analyzed in order to aid in the determination of a reasonable accommodation. This interactive process may require additional documentation and/or communications with or between the employee, management, and/or the Human Resources Department, including obtaining more information regarding the requested accommodation and/or the reason for the accommodation and an assessment of any and all restrictions, in order to evaluate possible accommodations and the feasibility of proposed accommodations. All requests for accommodations will be considered and resolved on a case by case basis in accordance with applicable law.

Disabled, Recently Separated, Other Protected, & Armed Forces Service Medal Veterans

MV's employment policy prohibits job discrimination and requires affirmative action to employ and advance disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized) and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

Anti-Harassment/Anti-Discrimination Policy

All Company employees have a right to work in an environment free from all forms of unlawful discrimination and harassment. Consistent with the Company's respect for the rights and dignity of each employee, discrimination and harassment based on race, color, creed, religion, sex, national origin, age, pregnancy, disability, veteran status, marital status, sexual orientation, gender identification, or any other characteristic protected by applicable law, will not be tolerated. This includes harassment and discrimination by any MV employee, or a contractor, agent or third parties with whom MV employees interact during the course of their employment. All employees should be aware of the following:

1. Sexual harassment is strictly prohibited. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (a) submission to such conduct is made as either an explicit or implicit term or condition of employment; (b) submission to or rejection of such conduct is used as a basis for an employment decision affecting the harassed employee; or (c) such conduct has the purpose or effect of interfering with an employee's work performance or creates an intimidating, hostile, or offensive work environment pursuant to applicable law. Sexual harassment can specifically include but is not limited to: unwelcome sexual flirtations, advances, or propositions; requests for sexual favors; verbal abuse of a sexual nature, obscene language, off-color jokes, verbal commentary about an individual's body, sexual innuendo, and gossip about sexual relations; the display of derogatory or sexually suggestive pictures, posters, cartoons, drawings, or objects, or suggestive notes or letters; visual conduct such as leering or making gestures; sexually suggestive comments about an individual's body or body parts, or sexual degrading words to describe an individual; unwelcome touching of a sexual nature such as patting, pinching or brushing against another's body; any other physical or verbal conduct of a sexual nature by supervisors, fellow coworkers, or others in the workplace; sending offensive e-mails to coworkers with sexually suggestive comments or sexually degrading words; and viewing inappropriate materials such as pornography in the workplace or during work hours.

2. Harassment on the basis of any protected characteristic is strictly prohibited. In general, statements or physical conduct relating to a person's race, color, creed, religion, sex, national origin, age, pregnancy, disability, veteran status, marital status, sexual orientation, gender identification, or any other status which is protected by applicable law constitutes harassment when it:

    a. has the purpose or effect of creating an intimidating, hostile, or offensive work environment;

    b. has the purpose or effect of unreasonably interfering with an individual's work performance; or

    c. otherwise adversely affects an individual's employment pursuant to applicable law.

3. Harassing conduct includes, but is not limited to: epithets, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace.

4. All supervisors are responsible for assuring that no employee is unlawfully discriminated against or subjected to conduct that constitutes sexual or any other form of harassment.

5. An individual found to have engaged in inappropriate conduct, including discrimination, sexual harassment, or any other form of unlawful harassment, will be disciplined as appropriate, up to and including discharge.

6. Any employee who believes that he or she has been the subject of inappropriate conduct, including discrimination, sexual harassment, or any other form of harassment, or who has observed any such conduct should, and is strongly encouraged, to immediately bring the matter to the attention of any supervisor, any executive or any human resources employee. Alternatively, you may contact the Open Door Hotline, 877-687-2338.

7. Any complaint of harassment or discrimination should include details of the incident(s) or conduct, names of individuals involved, and the names of any witnesses. Supervisors and managers should immediately refer all harassment complaints to Human Resources.

8. If at any time an employee feels their report of discrimination and/or harassment is not being properly addressed, they are free, and strongly encouraged, to make an additional report to any of the individuals or the Open Door Hotline identified above.

9. A prompt and thorough investigation of the alleged discrimination and/or harassment will be conducted, and appropriate corrective and/or disciplinary action will be taken, if warranted. Complaints will be treated as confidential to the extent possible.

10. Refusal to cooperate in an investigation of harassment or discrimination or initiating a complaint in bad faith is also prohibited and may result in disciplinary action, including termination.

11. The Company will not in any way retaliate against an employee, applicant, or former employee who, in good faith, makes a complaint or report of discrimination or harassment, or participates in the investigation of such a complaint or report. Retaliation against any individual for reporting a claim of harassment or cooperating in the investigation of same will not be tolerated. Retaliation includes any adverse employment action because the employee complained about or resisted harassment, discrimination, or retaliation, or has cooperated in an investigation.

12. Any employee who believes that he or she has been retaliated against should immediately report it using the reporting procedure described above. Any report of retaliation by the one accused of discrimination or harassment, or by any other employee, including supervisors or managers, will also be promptly and thoroughly investigated in accordance with the procedures outlined above. If a complaint of retaliation is substantiated, appropriate corrective and/or disciplinary action will be taken.

The contact information for the federal and state agencies that enforce the laws against unlawful discrimination and harassment in the states of California, Maine, Massachusetts, Rhode Island, and Vermont and for government contractors are listed in Appendix 1 to this Handbook. Please understand utilizing the Company's reporting procedures set forth above does not prevent you from filing a complaint with a federal or state agency.

Immigration Law Compliance

MV complies with the applicable immigration laws where it does business, including with the Immigration Reform and Control Act of 1986. MV is committed to employing only United States citizens and aliens who are authorized to work in the United States.

As a condition of employment, each new employee must properly complete, date, and sign the first section of the United States Citizenship and Immigration Services Form I-9. Newly rehired employees must also complete the form if they have not previously filed an I-9 with this organization, if their previous I-9 is more than three years old, or if their previous I-9 is no longer valid.

Open Door Policy

As a MV employee, you've joined an organization that places high value on customer service. That same high value is placed on employees. You will find your supervisor values you as an employee and is there to help guide and assist you in performing your role.

We challenge ourselves to take the initiative and be part of the solution. Anytime you have a suggestion or idea to make things better or a concern or complaint about the way things are done, discuss it with your supervisor or any member of management. Your input is a valuable part of our success.

We are committed to addressing workplace concerns and issues important to you. If a situation arises with your job, another employee, or customer that makes you uncomfortable, MV asks that you immediately bring it to our attention. If, for any reason, you do not want to discuss the situation with your supervisor or if you feel issues remain unresolved, you can contact another member of management or you can call our Open Door Hotline at 877-687-2338 or email us at employee.relations@mvtransit.com. You can also write to us at MV Transportation, 5910 N. Central Expressway, Ste. 1145, Dallas, TX 75206. Address your letter to the Chief Human Resources Officer.

You can be assured that such complaints will be investigated and that you will not be subject to any adverse action as a result of making a good faith complaint.

Introductory Period

The first ninety (90) days of employment are an introductory period. The period is an essential part of the training and evaluation process and is used to ensure that each employee's performance meets the required standards. An introductory period may be extended at the discretion of the supervisor. However, because employment at MV Transportation is "at-will", both during and after the Introductory Period, the Company has no obligation to retain you either during or after you have completed your introductory period unless otherwise required by applicable bargaining agreement or by law.

Employment Categories

Full-time

Full-time employees are those who are regularly scheduled to work at least 30 hours or more per week. Generally, regular, full-time employees may be eligible for some or all of the Company's benefit plans, subject to the terms, conditions, and limitations of each benefit plan/program. For purposes of determining benefits eligibility, the definition or standard for full-time may be different.

Part-time

Part-time employees are those who are regularly scheduled to work less than 30 hours per week. This generally includes casual, occasional and on-call drivers and other staff. While part-time employees receive all legally mandated benefits (such as workers' compensation and Social Security benefits), they are generally ineligible for many of the Company's other benefit plans/programs.

Temporary

Temporary employees are those who are hired as interim replacements, to temporarily supplement the work force or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not imply a change in employment status. Temporary employees retain such status unless and until notified of a change. The temporary employment relationship is an “at-will” relationship, regardless of whether an estimated duration of assignment exists. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security) they are generally ineligible for the Company's other benefit plans/programs.

Safety Sensitive Functions

While all employees are responsible for strictly adhering to all rules and policies affecting the safety of the workplace, our customers and employees, the following functions are considered to be “safety sensitive”:

- Operating a revenue service vehicle, including when not in revenue service;
- Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver’s License;
- Controlling dispatch or movement of a revenue service vehicle;
- Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service

Thus, the following positions are “safety sensitive”:

- Driver
- Mechanic and other maintenance personnel
- Reservationist (if performing safety sensitive functions)
- Dispatcher
- Road Supervisor
- Assistant, Maintenance, Operations, Safety or General Manager

Compensation and Payroll Practices

Wages and Benefits

Each location of the Company has a wage and benefit structure, which is subject to change. A printed summary is posted at each location setting forth the current wage and benefit information for your location and will be made available to you upon request. If you are covered by a collective bargaining agreement, it will describe the wages and benefits for members of the bargaining unit. Contact your General Manager or the Human Resources Department if you have any specific questions about your wages or benefits.

Payroll Status

Hourly employees

A hourly employee (whether full or part time) is paid for actual hours worked and is entitled to overtime pay in accordance with applicable state and federal laws.

Salaried employees

Salaried employees are generally not eligible for overtime pay and receive a weekly salary, regardless of the amount of hours they work that is paid every pay period.

Payroll Period & Pay Dates

For payroll purposes, the workday is defined as 12:01 a.m. to midnight and the workweek is defined as 12:01 a.m. Saturday to midnight the following Friday. Any type of paid time off is not counted as time worked for computing overtime.

Generally, payday is every other Friday unless otherwise required by bargaining agreement or state law. The specific pay dates for each division or location are posted on the employee bulletin board at that division or location. If a payday falls on a holiday, you will receive your payment on the preceding Thursday or the last business day before the holiday. Each payment covers work performed during the 14-day period ending the Saturday before payday. Direct deposit is available to all employees.

Time Recording

If you are an hourly employee, you must record the time you start work, the times you leave for and return from meal breaks, and the time you leave at the end of your working day. All employees are required to record time-off.

Hourly employees must accurately record all time worked and should not work any time that is not authorized by their supervisors. Do not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless you are directed to do so. If you have any questions about when or how many hours you are expected to work, contact your supervisor.

It is a violation of our policy for anyone to instruct or encourage another employee to work “off the clock,” to incorrectly report hours worked, or to alter another employee’s time records. If anyone directs or encourages you to work “off the clock,” incorrectly report your hours, or to alter another employee’s time records, you should report the incident immediately to your supervisor, any member of management, the Human Resources Department, or the Open Door Hotline at 877-687-2338.

When your employment begins, you will receive instructions on how to record your time. Your immediate supervisor or manager must authorize your time record.

Overtime

Hourly employees will be paid overtime ***pay (generally, time and one-half their regular rate of pay)*** for all hours worked in excess of 40 ***hours*** in one workweek and as otherwise required by applicable state, federal, or local law (including without limitation daily overtime ***and double time as*** required by state or local law). ***Hours for which you are paid pursuant to the Company’s PTO, Vacation, Holiday Pay, or other applicable policies will not be used for purposes of calculating overtime. The Company prohibits “comp time” as a replacement for overtime pay for hourly employees.*** All overtime work must be authorized in advance. Although employees will be paid for all hours worked, including any overtime, working overtime without prior authorization may result in disciplinary action.

Salaried employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime is provided to ***salaried*** employees***, unless required by applicable law***.

Reporting Errors

MV Transportation takes all reasonable steps to ensure that employees are properly classified, paid for all hours worked, receive the correct amount of pay in each pay check, and paid promptly. If a mistake does occur and is called to the Company's attention, corrections will be made promptly. The Company has an internal complaint procedure for any employee who believes they have not been properly compensated. Employees who believe they have been erroneously compensated must immediately notify the Payroll or the Human Resources Department or utilize any other reporting procedure set forth in this handbook. The Human Resources department will share the results of its investigation with the employee and immediately take any necessary corrective action. Employees are free to utilize this reporting procedure without fear of reprisal or retaliation. An employee who believes they have been retaliated against for reporting a compensation error should immediately report such a belief to the Human Resources department or the Open Door Hotline at 877-687-2338.

Pay Adjustments

Operators and other division-based hourly jobs typically are considered for pay adjustments tied to an anniversary date or other due date and are effective on the first day of the pay period following the anniversary date and/or due date.

Operator Payroll Procedures

MV has adopted procedures that govern compensation for operators including rate of pay, hours of work, training time, non-revenue and revenue work. Please refer to the policy posted at your division for additional information.

Payroll Deductions

The law requires that the Company make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. It is your responsibility to complete your W-4 form properly to ensure the proper amount of taxes are withheld.

The Company offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their pay to cover the costs of participation in these plans/programs, such as health insurance or 401(k). Payroll deductions may also occur in other circumstances, such as court ordered garnishments, pre-authorized deductions for uniforms or voluntary written authorization.

Salaried employees' pay will not be "docked," or subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and state government, as applicable; however, the Company may make deductions from employees' salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.

If concerns about any salary pay deductions arise, employees should discuss and resolve them with their supervisor or the Payroll Department or utilize any other reporting procedure set forth in this handbook.

Compensation for Meetings/Training/Drug Testing

Hourly employees will be paid their regular hourly rate for meetings, training and/or drug testing during regular work hours and a training rate for attendance occurring outside regular work hours. If an employee's job classification does not have a specified training rate, the training rate is the applicable minimum wage.

Travel Time

Unless applicable law provides otherwise, hourly employees are paid their regular hourly rate for travel that occurs during their regular work hours. For travel outside regular work hours, travel time is paid at the applicable minimum wage. The Company will follow all applicable state or federal laws in determining whether travel time is treated as hours worked.

Length of Service

An employee's start date, the date on which an employee began to receive wages, is considered their "date of hire". MV will bridge an employee's length of service if they voluntarily resigned, were in good standing when they resigned and return to the Company within 90 days of their resignation date.

What to Do If You Have Questions about Compensation and Payroll Practices

If you have any questions, concerns, comments, or complaints related to your compensation or the Company's payroll practices, please direct those comments to your supervisor, any executive, the Payroll department, or the Human Resources department. You may also contact the Open Door Hotline at 877-687-2338.

Hours of Work

Work Schedules

Work schedules for employees vary throughout the Company. Supervisors will advise employees of their individual work schedules. Staffing needs, operation demands, and client service requirements may require variations in the total hours that may be scheduled each day and week. The Company does not guarantee hours of work or schedules.

Rest and Meal Periods

The Company complies with federal and state legal requirements concerning meal and rest periods, and you will be provided with meal and rest periods in accordance with applicable law. If you have any questions concerning the meal and rest break requirements for the location at which you work, please contact the Human Resources Department.

Attendance and Punctuality

To maintain a productive work environment, the Company expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the Company. All MV employees are required to report to work on time every day they are scheduled to work.

Salaried employees

If an employee is unable to report to work or will be reporting after a scheduled starting time for any reason, absent extenuating circumstances, the employee should personally call their supervisor. If their supervisor is unavailable a member of management or the Human Resources Department should be contacted. Messages should not be left with other employees. Absent extenuating circumstances, you must call in on any day you are scheduled to work and will not report to work.

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment. Each situation of absenteeism or tardiness will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. Absent extenuating circumstances, an employee who fails to personally call their supervisor for two or more days to report absence will be considered to have abandoned and voluntarily terminated their employment.

Hourly Employees

The following applies to all non-introductory period employees and is based on a rolling twelve (12) month time period:

The policies outlined in this section do not limit the employee's and the Company's right to end the employment relationship at any time, for any reason not prohibited by law, with or without cause, and with or without notice unless otherwise required by the applicable bargaining agreement.

Excused Absence

Excused absences are approved requests for family medical leave (FMLA), kin care (if required by state law), personal leave, jury and/or witness duty, military, bereavement, pre-arranged vacation days or any other leave protected by law. Attendance points are not issued for excused absences.

Pre-arranged vacation days will be excused if:

1 - A MV "Request for Time Off" form is completed and approved by the Operations Manager, General Manager or Regional Vice President.

2 - These steps are completed per the division's advance notice policy.

Unexcused Absence

Absenteeism is measured in points. Employees are required to call in for each day of work missed. All employees who will be absent or tardy are required to notify their supervisor or dispatch at least one (1) hour prior to the start of their shift. Notwithstanding the situations described below, if an absence occurs, or an employee fails to call within the appropriate time, because of a FMLA qualified serious medical condition, the employee's absence will not count as a point.

- An unexcused absence, where the employee calls in at least one (1) hour prior to the start of his/her shift, is counted as one (1) point.
- Unexcused absences up to three (3) consecutive days are counted as one (1) point, provided proper notice is given. After day three (3), each day of absence is counted as one (1) point unless the employee provides a doctor's note excusing the absence for up to a total of ten (10) days. After ten (10) days, each day absent will be counted as one (1) point. Absences exceeding ten (10) days may be considered for a leave of absence.
- Calling in less than one (1) hour in advance of your start time to report an absence or tardy is counted as one and one-half (1 ½) points.
- Failure to call more than one (1) hour after the start of a scheduled shift for a scheduled shift (No Call/No Show) is counted as four (4) points.
- A failure to complete the entire shift is counted as one (1) point.
- Missing a required meeting is counted as one (1) point.

Tardiness

- Arriving to work up to 15 minutes after your scheduled reporting time either for shift start or returning from rest or meal breaks is one-half (1/2) point.
- Reporting to work more than 15 minutes after a scheduled reporting time either for shift start or returning from rest or meal breaks will be counted as one (1) point.
- If an employee is tardy for their shift, the shift may be re-assigned and the employee sent home.

Disciplinary Guidelines for Attendance

All non-exempt employees will be issued an Employee Attendance Report documenting each occurrence.

Violations of more than one component of the attendance policy, will receive a single point assessment of the highest value.

Employees are allowed a maximum of seven (7) points within a rolling 12-month period before a written warning is issued. Points are removed from the employee's record 12 months after they are issued. If an employee reaches ten (10) points within a rolling 12-month period, he/she will be terminated.

Clean Slate

If an employee goes "point free" for a consecutive six (6) month period, his/her attendance record will be wiped clean and any prior points will not be considered as a basis for disciplinary action.

Company Meeting Attendance

We require that all employees attend Company operations meetings, which include the monthly safety meetings. Failure to attend a mandatory Company meeting will result in one attendance point.

Attendance Policy for Non-Exempt Introductory Employees

MV expects new employees to demonstrate excellent attendance during their introductory period. Introductory period employees are permitted no more than one (1) point using the guidelines set above.

Attendance Policy for Exempt Employees

Due to the nature of exempt or salaried work, exempt employees are not subject to the Attendance/Tardiness Policy. Exempt employees are expected to maintain good attendance and complete all work assignments and meet the requirements of the position.

Job Abandonment

Unless otherwise prohibited by applicable law, an employee who does not report for three consecutive days' scheduled shifts and does not contact the Company during this time period will be considered to have voluntarily resigned his or her position.

Emergency Closings and Seasonal Work

Emergency conditions, such as severe weather, fire, flood, or earthquake, can disrupt Company operations and interfere with work schedules, as well as endanger employees' well-being. These extreme circumstances may require the closing down of operations partially, or business altogether. Time off due to emergency closings is generally unpaid.

Due to seasonal or holiday fluctuations of business, it is sometimes necessary to reduce hours below the normal level of hours worked. When this is necessary, such reductions will be based on certain factors, including but not limited to agency and client schedules, as well as driver seniority. Drivers should expect such slowdowns to include, but not be limited to, summers and seasonal holidays such as Thanksgiving or Christmas.

Employee Benefits

Health, Dental and Vision Insurance

Eligible, full-time employees are currently offered health, dental and vision insurance benefits as required by federal law and in accordance with the requirements of the plans. The details of those benefits, including eligibility requirements, are set forth in the plan documents themselves, and coverage and rates are subject to change periodically.

401(k)

Eligible, full-time employees may currently participate in the Company's 401(k) plan. The plan documents govern the terms of the plan. If you would like information concerning the Company's 401(k) plan, please contact the Human Resources Department.

Paid Time Off

Full-time employees are eligible to accrue Vacation or paid time off ("PTO"), subject to the applicable waiting period. Each location has its own accrual program for vacation or PTO. Please check with your manager or the division wage and benefit sheet for your vacation or PTO accrual rate and more specific information regarding the terms and conditions associated with the vacation or PTO program for your location. Vacation or PTO accrual is capped at 120 hours for hourly employees and 160 hours for salaried employees, unless otherwise regulated by state or other law. Unless prohibited by applicable law, vacation or PTO accrual will be suspended once the cap is reached, and accrual will begin again once vacation or PTO is used and the balance drops below the cap. Generally, employees should notify the division of the request to use vacation or PTO in accordance with the division's advance notice policy. In the absence of an advance notice policy, employees should provide as much notice as possible for planned absences and no less than one week's notice. In the event of unforeseeable circumstances, a shorter notice period may be acceptable. If a request for vacation or PTO is not approved and the employee is absent from work during that period, the employee is subject to discipline and may not be paid for that time off.

At the time of separation of employment, an employee will be paid all accrued and unused vacation or PTO, only if state or other applicable law requires that the Company pay the employee for accrued and unused vacation or PTO.

Vacation Cash-Out Policy

Drivers may cash out vacation pursuant to their division's cash out policy.

Paid Holidays

Full-time employees are eligible for paid holidays, subject to the applicable waiting period. The list of paid holidays and any applicable waiting period are posted at each facility. Holiday pay will only be paid to a non-exempt employee if the employee has worked his/her scheduled work day preceding the holiday and has worked his/her scheduled workday following the holiday.

If a paid holiday falls on an employee's day off or an employee is required to work on a holiday, the employee may receive an alternative day off or holiday pay, depending on the location's policy.

If a holiday falls during any unpaid time off (leave or vacation for example), the employee will not receive holiday pay.

Leave Policies

The Company provides all leaves required by applicable federal, state, or other applicable law, including the following types of employee leaves listed below. Any unpaid leave of absence in excess of 30 days may impact vacation accrual, healthcare benefits and length of service for seniority or bidding purposes. Please see your manager for a copy of this policy which is also available on Portal or Sharepoint.

In addition to the leaves listed below, many states have created other protected leaves. Please see your state addendum for information regarding additional leaves available under state law.

All applicable leaves run concurrently. For example, if an employee takes time off for a serious health condition that resulted from a work-related injury, the workers' compensation leave, state and federal family medical leave, if applicable, begin on the first day of absence.

Additional leaves of absence, other than those identified below, may be requested and will be considered on a case-by-case basis.

To the extent that any provision of this Leave Policy conflicts with any federal, state, or local law, the Company will follow all applicable laws irrespective of this policy and employees will be granted leave in accordance with all applicable laws. Where greater benefits than those described herein are required under applicable law, employees will receive those benefits.

IF YOU BELIEVE THAT YOU REQUIRE A LEAVE OF ABSENCE, PLEASE SEE YOUR STATE ADDENDUM AND CONTACT THE HUMAN RESOURCES DEPARTMENT AS SOON AS POSSIBLE FOR SPECIFIC INFORMATION REGARDING THE LEAVE POLICIES WHERE YOU ARE LOCATED. IF YOU BELIEVE YOU HAVE BEEN UNLAWFULLY DENIED LEAVE THAT YOU ARE ENTITLED TO UNDER APPLICABLE LAW, YOU MUST CONTACT THE

HUMAN RESOURCES DEPARTMENT OR UTILIZE ANY REPORTING PROCEDURE SET FORTH IN THIS HANDBOOK.

Workers' Compensation

MV purchases Workers' Compensation Insurance for employees who incur a work-related injury or illness. Any illness or injury to an employee, regardless of severity, that occurs while on the job must be reported. Any employee who has suffered a work related injury or illness has the right to make a workers' compensation claim. The employee may then be sent to a Company approved medical facility for treatment or examination, which may determine whether follow-up care is necessary. While on Workers' Compensation leave or while on a Temporary Modified Work assignment, employees shall conform to all applicable rules, policies and procedures. Employees will not be discriminated or retaliated against for presenting a Workers' Compensation claim, hiring a lawyer to represent the employee in the claim, commencing a proceeding before a worker's compensation board or commission, or testifying in such a proceeding.

Employees are required to fully cooperate with MV and MV's Workers' Compensation adjuster/administrator in the management of their claim. Failure to attend scheduled medical appointments without a reasonable basis may result in employee being sent home without pay pending an updated work status.

All employees who are involved in a workplace accident or incident resulting in property damage or any person being required to obtain medical attention will be subject to a drug and alcohol test (if allowable by state or other applicable law) and may be placed on unpaid "safety leave" until the results of the test are known.

Temporary modified work may be offered to those employees who have sustained a compensable workers' compensation injury and who have been released by an authorized health care provider to return to work with medical and/or physical restrictions. Temporary modified work may be assigned for up to 26 weeks per claim.

The Company may establish the temporary modified work day and work week based on the restrictions set forth by the authorized health care provider. Temporary modified work days shall not exceed 8 hours per day or 40 hours per week to ensure temporary modified duty employees do not work overtime.

Prior to acceptance of temporary modified work, the employee shall be furnished a written temporary modified work offer indicating the temporary modified work duties. Employees accepting this work shall receive their normal regular hourly rate of pay for the temporary modified work they perform. Please see your manager for a copy of this policy which is also available on Portal or Sharepoint.

Prior to returning to full-duty work, employees may, depending on circumstances or the nature of the injury, be subject to a return-to-work medical examination by a Company-approved doctor.

Reporting Employee Injuries or Illnesses

Employees are required to immediately report, as soon as possible, unless in the circumstances it would not be reasonable to do so, all on-the-job injuries and illnesses to their General Manager, Safety Manager, Dispatcher or immediate supervisor. Failure to timely report any incident, regardless of whether or not it results in injury or property damage, may result in disciplinary action up to and including termination. Please see our Safety Policy for more information on Incidents and Incident Reporting.

Family and Medical Leave

Employees have rights to family and medical leave under the Federal Family and Medical Leave Act of 1993. The Company provides Family and Medical Leave in accordance with both federal and any state or other applicable law.

Eligibility for Family and Medical Leave.

Employees who have worked at the Company for at least 12 months, who have worked at least 1,250 hours during the previous 12 months, and who work at a location where at least 50 employees are employed by the Company within 75 miles are eligible for Family and Medical Leave. Where the Company has assumed an existing contract, the time an employee has worked for a previous contractor is considered in this calculation.

Types of Family and Medical Leave Available.

State and federal laws allow Family and Medical Leave for various reasons. Because an employee's rights and obligations may vary depending upon the reason of the Family and Medical Leave, it is important to identify the reason for the leave. Family and Medical Leave is available for the following reasons:

- The birth, adoption, or foster care of an employee's child within 12 months following the birth or placement of the child ("Bonding Leave").
- To care for an immediate family member (spouse, registered domestic partner, child or domestic partner's child, or parent with a serious health condition) ("Family Care Leave").
- An employee's inability to work because of a serious health condition ("Serious Health Condition Leave"), as defined by law.
- A "qualifying exigency," as defined under the FMLA, for military operations arising out of a spouse's, child's or parent's Armed Forces (including the National Guard and Reserves) active duty or call to active duty in support of a "contingency operation" declared by the U.S. Secretary of Defense, President, or Congress, as required by law. ("Military Exigency Leave").

- To care for a spouse, child, parent, or next of kin (nearest blood relative) who is (a) an Armed Forces member (including the National Guard and Reserves) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list with a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties, or (b) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs) and who has a serious injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran (“Service Member Family Leave”.)

How and When to Request Leave.

If you need Family and Medical Leave, you must provide the Company notice of the need for leave. To request foreseeable leave (such as following the birth of a child or for planned surgery), you should fill out an Application for Leave of Absence form, which is available from Human Resources at least 30 days in advance and submit the form to your Division Manager. When the need for leave is not foreseeable, you must give notice as soon as possible and, if possible, the notice should be in writing. Any request for leave should provide the Company with enough information to determine whether the leave qualifies as Family and Medical Leave.

Medical Certification Requirement.

If your leave is due to a serious health condition, either your own or a family member’s, you will be required to furnish Medical Certification from a health care provider. Medical Certification forms are available from Human Resources. Failure to provide the required certification may result in the delay, denial, or cancellation of leave. If the certification shows that your absence does not qualify under the FMLA, the FMLA designation will be revoked retroactive to the first day of your leave and you may be subject to MV’s attendance policy. The Company may require recertification during your leave.

At the Company's expense, the Company may also require a second or third medical opinion regarding your own serious health condition. Employees are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

When leave is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact the Human Resources department prior to scheduling planned medical treatment.

For *Military Exigency Leave*, employees are required to provide: (a) as much advance notice as is reasonable and practicable under the circumstances; (b) a copy of the covered military member's active duty orders when the employee requests leave; and (c) a completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date. Certification forms are available from the Human Resources department.

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If you fail to return to work at your leave's expiration and have not obtained an extension of the leave, the Company may presume you do not plan to return to work and voluntarily terminate your employment.

Amount of Leave Available.

The maximum amount of FMLA Leave will be twelve (12) workweeks in any 12-month period when the leave is taken for: 1) Bonding Leave; 2) Family Care Leave; 3) Serious Health Condition Leave; and/or 4) Military Exigency Leave. However, if both spouses work for the Company and are eligible for leave under this policy, their leave may be limited to a combined total of 12 weeks if the leave is taken for Bonding Leave or Family Care Leave, under certain circumstances. A 12-month period begins on the date of your first use of FMLA Leave.

The maximum amount of Family and Medical Leave for an employee wishing to take Service Member Family Leave will be a combined leave total of twenty-six (26) workweeks in a 12-month period.

EXAMPLE: You take 12 workweeks off to bond with a newly adopted child. Later, in that same 12-month period, you wish to take time off from work to care for a spouse, child, parent or next of kin under the Service Member Family Leave provision of this policy. Because the law allows extra time off for Service Member Family Leave, you will be allowed to take this time off, so long and the total amount of leave does not exceed 26 workweeks.

If both spouses work for the Company and are eligible for leave under this policy, the spouses may be limited to a total of 26 workweeks off between the two when the leave is for Service Member Family Leave only or is for a combination of Service Member Family Leave, Bonding Leave and/or Family Care Leave.

Under some circumstances, you may take Family and Medical Leave intermittently – which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule.

How the Amount of Leave is Calculated.

The Company will calculate Family and Medical Leave on a "rolling 12-month basis." This means that the 12-month period is measured backwards from the date an employee uses any Family and Medical Leave. Each time an employee

takes Family and Medical leave, the remaining leave entitlement would be any balance of the 12-week annual entitlement (or 26 weeks, if applicable) that had not been used during the immediately preceding 12 months.

Benefit Continuation.

During Family and Medical Leave, your group health insurance will be maintained under the same conditions as if you were working. If you are on paid leave, your share of the premium, if any, will be deducted from your pay. If you are on unpaid leave, you must make the premium payments yourself on a monthly basis. If employee premium payments are more than 30 days late, insurance coverage may be terminated. You will be required to reimburse the Company for any premium payments you missed that the Company pays on your behalf.

You will not continue to accrue vacation or PTO while on unpaid Family and Medical Leave.

Reinstatement.

Under most circumstances, you will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, because the maximum entitlement under the FMLA is 12 weeks (or 26 weeks for Service Member Family Leave), this right to reinstatement will not apply to leaves that continue after the amount of leave you are entitled to is exhausted. Additionally, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

"Key employees," as defined by law, may be subject to reinstatement limitations in some circumstances. If you are a "key employee", you will be notified of the possible limitations on reinstatement at the time you request a leave.

Pay Status.

Family and Medical leave is generally unpaid leave. However, if you have any accrued PTO, you may be required to use that accrued time. Under these circumstances both the paid and unpaid leave count as Family and Medical Leave.

You may be eligible to receive benefits through State-sponsored, Company-sponsored, or some other wage-replacement benefit programs.

Fitness for Duty.

If you are taking medical leave due to your own serious health condition, you must provide a return to work release from your health care provider before you return to work. The return to work statement should be submitted to the Leaves Manager in the Benefits Department. Employees returning to work after 30 days or more break in service will be required to undergo a background check, return-

to-work physical and drug test, as permitted or required by applicable federal or state law which includes but is not limited to regulations and requirements set forth by the DOT, FTA, FMCA, OSHA and ADA.

Status Update.

While you are on leave, the Company may require you to periodically confirm your status and your intention to return to work. Any employee who decides while on leave that he or she will not be returning to work at the end of the leave should immediately inform the Company.

Fraudulent Use of Leave.

If the Company determines that an employee has obtained leave or continued to take leave under the state or federal family and medical leave laws based on fraudulent, dishonest or misleading conduct of any kind, the employee will be subject to immediate termination.

A Notice to Employees of Rights Under FMLA is attached to this policy, as Appendix 2.

Bereavement

If an employee wishes to take time off due to the death of an immediate family member, the employee should notify his or her supervisor immediately. Immediate family member is defined as spouse, domestic partner, child, domestic partner's child, sibling, parent (or person who raised you), grandparent or grandchild. Hourly employees may be granted unpaid time off of up to one week for bereavement leave. See your division or location for specific policies regarding bereavement leave. Salaried employees may take paid time off of up to three days (five days if air travel is required) for bereavement leave.

Jury Duty

A leave of absence will be granted if an employee is required to appear for jury duty. An employee must notify their supervisor immediately upon receipt of your selection notice. Exempt employees are entitled to full pay for each day of jury duty or service as a witness if they work anytime during the week of jury duty. If no work was performed during the week, the employee will not be compensated. Unless applicable law provides otherwise, non-exempt employees will not be compensated; however, the absence will be considered excused and the employee will continue to accrue other benefits, such as vacation or PTO. Employees may use any accrued vacation or PTO for the period of the jury duty leave. Employees are expected to report to work whenever the court schedule permits.

Administrative Leave

Unless prohibited by law, employees are required to report any life event that could potentially disqualify them from employment based on our Qualification standards. The employee may be placed on unpaid administrative leave until a final disposition has been provided by the appropriate authoritative agency.

Employee Performance and Conduct Policies

Performance Appraisals

Exempt employees and non-exempt staff employees will ordinarily be reviewed annually during a common review date of January 1. The appraisal will be discussed in a meeting between the employee and the supervisor. The supervisor and employee will review the job requirements, performance objectives, or other performance criteria. A performance rating will be assigned and an annual pay review may be provided.

Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Our Code of Conduct outlines our policies regarding conflicts of interest.

Reference Checks

No employee may provide a reference check, letter of reference, verification of employment or disclose any performance or employee information to any outside party at any time on either a current or past employee. All requests for reference checks or verifications of employment must be forwarded to Human Resources at the Support Center. The Company only provides confirmation of employment, dates of employment and position held. No performance or termination information may be disclosed.

Outside Employment

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with the Company. Employees should consider the impact that outside employment, whether paid or voluntary, may have on their health and physical endurance. All employees will be judged by the same performance standards and will be subjected to the scheduled needs of our clients, regardless of any existing outside work requirements. In some divisions, operators are required to report hours worked as a driver for another employer on a daily basis. Under certain circumstances a log may be required. Your General Manager has more information.

Hiring of Relatives

MV Transportation is a family oriented company and encourages family and friends of employees to consider making MV their company too. However, relatives in the same area of the company may not supervise each other or direct each other's work. Exceptions to this policy must be approved by the Chief Human Resources Officer.

Anti-Fraternization Policy

In order to promote the efficient operation of the Company's business and to avoid misunderstanding, complaints of favoritism, other problems of supervision, security, and morale, and possible claims of sexual harassment, members of management and supervisors are forbidden to date or pursue romantic or sexual relationships with employees whom they supervise, directly or indirectly. Employees who violate this guideline will be subject to discipline, up to and including termination of employment.

Confidentiality and Proprietary Information

During the course of employment, employees may receive and have access to confidential information. All employees are expected to respect and maintain the confidentiality of employee and customer records, business records, data and other information not otherwise available to the public. Upon separation of employment, an employee must return all documents, records, or any property that belongs to the Company or is related to Company business. Any programs, writings, or other material developed by an employee as part of his or her work at the Company is property of the Company.

The protection of confidential business information during and after your employment is important to the interests and the success of this Company. Such confidential information includes, but is not limited to the following examples:

- Technological Data
- Operations Data: customer lists, trip sheets, financial & billing information, schedules, dispatch logs, policy or program manuals
- Marketing plans and strategies, or project plans or proposals
- Personnel or labor information such as names, titles, employee phone numbers, medical and benefit information, training materials or labor relations strategies

Nothing in this policy, however, should be construed to prohibit employees from discussing their terms and conditions of employment amongst themselves.

Electronic Data Systems Policy

The Company maintains a computer system, a voice-mail system and an e-mail system to assist employees in conducting Company business. These systems, including the equipment and data stored in the systems, are the exclusive property of the Company. As such, all messages created, sent, received or stored in these systems are and remain the property of the Company.

The Company's e-mail and computer systems and resources are not to be used for any non-business purposes, entertainment, personal communications and other personal use or any illegal, harassing, inappropriate, pornographic, libelous or obscene purpose during or outside work hours. The only exception is for limited personal uses, subject to the limitations and guidelines set forth in this Handbook and of the Internet, Newsgroup and Electronic Mail Policy. This policy allows for reasonable personal use of the internet during an employee's own time (non-working time), for example at the beginning of the day, during the lunch break and again at the end of the working day, and so long as it does not interfere with your work and/or the work of other employees. The Company's electronic data systems may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitation.

Because the computer systems and resources remain Company property, employees should have no expectation of privacy with regard to these systems and resources. All computers and Company equipment are subject to search at any time. Additionally, MV reserves the right to discontinue an employee's access to any computer systems and resources at any time.

The Company reserves the right to access, read, review, and monitor all messages, images, programs, files, and content on the Company's email, voicemail, computer and internet systems, and employees should have no expectation of privacy in this regard. You are advised that any incidences of inappropriate use may result in disciplinary action up to and including termination of employment.

Examples of 'inappropriate usage' would be:

- visiting sites with sexual or offensive context
- transmitting, receiving, viewing, or storing words or images of a discriminatory or harassing nature or that are obscene, vulgar, derogatory, or inflammatory
- excessive personal use of the internet during working hours
- any usage, including, streaming radio, music and video, with legal implications such as copyright and performing rights
- any use that would violate any Company policy or rule or any federal, state, or local law

The above are illustrative examples, and are not intended to be exhaustive.

Employees are prohibited from downloading or uploading “executable” files, music, videos, or any software without advance written approval by the Director of Information Technology. Additionally, employees are prohibited from copying software without advance written approval by the Director of Information Technology.

Please see the Internet, Newsgroup and Electronic Mail Policy for more detail.

Software Code of Ethics

Unauthorized duplication of copyrighted computer software violates the law and is contrary to our organization’s standards of conduct. The Company prohibits all copying or pirating of software, and the use, duplication, or dissemination of copyrighted materials in violation of copyright laws is prohibited. The Company recognizes the following principles as a basis for preventing its occurrences:

- Employees are prohibited from making or using unauthorized software copies under any circumstances.
- Employees must comply with all license or purchase terms regulating the use of any software we acquire or use.
- Employees must comply with, and enforce, MV’s internal controls to prevent the making or using of unauthorized software copies, including effective measures to verify compliance with these standards and appropriate disciplinary measures for violation of these standards.

Social Media Policy

The Company respects the legal rights of its employees and understands that employees' time outside of work is their own. However, employees should be mindful that their social media activity, even if done off premises and while off-duty, could affect the Company's legitimate business interests. For example, the information posted could be the Company's confidential business information. In addition, some readers may mistakenly view you as a spokesperson for the Company. Consequently, social media activity is a legitimate and proper focus of Company policy.

This Social Media Policy (the "Policy") provides guidance on responsible social media activity by employees. This Policy does not and cannot cover every possible social media activity. If you are unsure how this Policy may apply to your social media activity, the Human Resources Department is here to help you. For purposes of this Policy, "social media activity" includes all types of posts and other communications on the Internet, including but not limited to, posts on social networking or affinity sites (such as Facebook, LinkedIn, and Tumblr); blogs and other on-line journals and diaries; bulletin boards and chat rooms; microblogging, such as Twitter; and posts of video or audio on media-sharing sites, such as

YouTube or Flickr. "Social media activity" also includes permitting, or failing to remove, posts by others where the employee can control the content of posts, such as on a personal page or blog.

Application:

This Policy applies to social media activity that relates in any way to the Company's business, employees, customers, vendors, or competitors or that identifies an employee's affiliation with the Company (other than as an incidental mention of place of employment in personal social media activity unrelated to the Company). This Policy applies to social media activity when on or off duty, while using the Company's or personal electronic resources, and whether or not the employee posts anonymously or using a pseudonym.

Guidelines:

The Company values its established brand reputation and good will relationships. These are important corporate assets. When you engage in social media activity that identifies you as a Company employee, or in any way relates to the Company, you should bear that in mind. Unless you have received prior authorization in writing from an authorized Company representative, you should not represent or suggest in any social media content that you are authorized to speak on the Company's behalf, or that the Company has reviewed or approved your content.

You may use the Company's electronic resources to engage in social media activity for non-business purposes during your own time (non-working time), so long as it does not interfere with your or your co-workers' job responsibilities, and complies fully with all Company policies. You may not maintain an open connection to, or stream, any social media site. Such non-business use is a privilege that may be withdrawn if abused.

Your social media activity is subject to all pertinent Company's policies, including, but not limited to the Code of Conduct, Equal Employment Opportunity, Confidentiality, Anti-Discrimination/Anti-Harassment Policy, and Electronic Data Systems Policy.

The Federal Trade Commission requires that endorsements be truthful and not deceptive. If your social media activity endorses the Company's products or services, i.e., expresses opinions, beliefs, findings or experiences concerning the Company's products or services, you must disclose your name and position with the Company.

You should not post content about the Company, management, co-workers, vendors, or customers that is vulgar, obscene, physically threatening, intimidating, defamatory, harassing, or a violation of the Company's policies against discrimination or harassment. You should not unlawfully disparage the

Company's products or services, or the products or services of its customers, vendors or competitors.

You should not use the Company's logo, trademark or proprietary graphics (collectively, "IP") for any commercial purpose, such as selling or advertising any product or service, without the Company's prior written consent. You should not use the Company's IP in a way which suggests that you are representing the Company or while engaging in conduct that violates Company policy.

You should not disclose, or post images or video of, any of the Company's trade secrets or confidential business information or of any confidential business processes.

You should not post images or video of the Company's employees, customers, vendors or competitors without their prior permission.

To reduce the risk of identity theft, stalking, and similar criminal conduct, you should not disclose personally identifying information (such as personal telephone numbers, Social Security numbers, the date of birth, credit or debit card numbers or financial account numbers) of the Company's employees, customers, vendors or competitors.

Consistent with applicable law, members of management should not gain unauthorized access to the restricted social media page of a subordinate. Any employee may reject, without fear of retaliation, any request from any other employee that, if accepted, would permit access to a restricted social media page - such as a friend or connection request.

Employees may not use their Company e-mail address to register for any social media account or site, or as an identifier needed to participate in any social media activity, except to engage in social media activity authorized by the Company and for the Company's business purposes. Employees may reference the Company as their employer and include contact information on social and professional networking sites only, such as LinkedIn and Facebook.

If you need clarification of any aspect of this policy, contact the Human Resources Department. You should report all violations of this policy to the Human Resources Department or utilize any reporting mechanism set forth in this handbook.

The Company will, in its discretion, review social media activity to the fullest extent permitted by applicable law.

Employees are solely responsible for their social media activity and will be held accountable for violating this Policy. Failure to comply with this Policy may lead to discipline, up to and including termination of employment, and if appropriate, the Company will pursue all available legal remedies. The Company also may report suspected unlawful conduct to appropriate law enforcement authorities.

The Company will not construe or apply this Policy in a manner that improperly interferes with or limits employees' rights under the National Labor Relations Act.

Workplace Violence

MV Transportation is firmly committed to providing a workplace free from acts of violence or threats of violence. In keeping with this commitment, the Company has established a policy strictly prohibiting any employee from threatening or committing an act of violence in the workplace, while on duty, while on company related business, or while operating any vehicle or equipment owned or leased by the Company.

Assistance is needed from all employees to achieve a workplace secure and free from violence. MV is committed to a “zero tolerance” policy and compliance with this policy in respect to workplace violence is every employee’s responsibility. Any and all incidents involving an act or threat of violence must be reported immediately to the employee’s supervisor or the Human Resources department. Any employee may do so without fear of retaliation of any kind. After the incident is reported to a supervisor, he/she will report the matter to the Human Resources department, who will conduct an investigation and take appropriate action.

Any employee who engages in or contributes to violent or threatening behavior may be subject to disciplinary action, up to and including termination.

Weapons Policy

The Company is committed to ensuring the safety of our employees, customers, clients, contractors, and visitors. In furtherance of this commitment, the Company maintains a weapons-free workplace (except as otherwise provided by law) and strictly enforces the prohibition of the use, carrying, or possession of deadly weapons or destructive devices while on the Company’s property and/or while performing related work or duties for the Company. Employees are also prohibited from keeping or storing weapons or destructive devices in their vehicles in parking areas, unless state law requires that employees be allowed to store or transport certain types of firearms in their own locked vehicles in Company parking areas.

Examples of deadly weapons or destructive devices: firearms, including but not limited to, handguns, rifles, pellet guns, and similar devices; knives with the exception of pocket knives; instruments capable of inflicting a heavy blow, including, but not limited to, nightsticks, clubs and similar devices; explosive devices, including but not limited to bombs, grenades, and similar devices and other devices whose primary purpose is the infliction of bodily harm.

Although some states license individuals to carry concealed firearms, the Company prohibits them on Company property or while participating in work-related duties for the Company. A violation of this policy is considered gross misconduct and will result in immediate discipline and/or termination.

Customers, clients, contractors, or other visitors who violate this policy will be asked to immediately leave the Company's premises and may be subject to arrest and prosecution by law enforcement officials for any criminal acts.

Discipline

Any violation of MV Transportation policies or any inappropriate or improper behavior or conduct may warrant disciplinary action. Although the employment relationship may be terminated at will by the employee or the Company, without following any formal system of discipline or warnings, the Company may, in its discretion use progressive discipline. The progressive discipline system is intended to give the employee advance notice, whenever possible, of problems with their conduct or performance to provide the employee with an opportunity to correct their actions. Normally, progressive discipline involves verbal counseling and one or more written warnings, before an employee is terminated. However, deviations from progressive discipline may occur when serious offenses occur or circumstances warrant alternative measures in the Company's sole discretion. If your employment is governed by a valid collective bargaining agreement, discipline will be governed by that agreement.

Work rules are needed to ensure the safety and well-being of all employees. The purpose of Work Rules is not to punish employees; instead, it is intended to inform employees regarding expectations and provide a framework for coaching and counseling. The Company reserves the right to skip steps in the disciplinary process whenever it determines circumstances warrant. Work Rules are divided into two groups of offenses:

1. *Minor Violations* will usually be addressed in a four-step process (although the Company need not follow this sequence):

   First violation – Counseling session/verbal warning

   Second violation- written warning

   Third violation – Final warning and/or unpaid suspension

   Fourth violation – Termination

2. *Major Violations* will warrant disciplinary action up to a final warning and/or unpaid suspension, or termination.

Minor Violations

The Company need not follow any particular sequence of discipline and may impose immediate suspension or discharge where circumstances warrant. Violations may be personally observed or reported, or observed via DriveCam and Other Video Systems or Electronic Systems, including GPS and mobile data terminals. Examples of minor violations include, but are not limited to, the following types of workplace behavior.

1. Failure to follow work policies, procedures or duties

2. Failure to follow personal appearance standards

3. Use of abusive or profane language

4. Use of personal radios while operating a Company vehicle.

5. Eating or drinking while operating a Company vehicle.

6. Violation of the Internet, Newsgroup and Electronic Mail Policy, not considered to be a major violation

Major Violations

Major violations will result in termination or other serious discipline. Violations may be personally observed or reported, or observed via DriveCam and Other Video Systems or Electronic Systems, including GPS and mobile data terminals. Examples of major violations include, but are not limited to, the following types of workplace behavior:

1. Reporting to work or working under the influence, possessing alcohol or illegal drugs in the workplace, or any violation of MV's Drug and Alcohol Policy

2. Deliberately damaging or abusing property

3. Carelessness or horseplay resulting in property damage in excess of $5,000 or personal injury

4. Insubordination, including the refusal and/or failure to follow a directive, to perform assigned work, or to encourage others to do either

5. Violation of confidentiality and proprietary information policy

6. Harassment prohibited by Company policies

7. Violations of State, Federal, County or Municipal laws, regulations or requirements that would disqualify you from employment under MV's hiring criteria, with the exception of moving violations while driving which are governed by the MV Safety Point System. Employees are required to report such arrests and/or convictions within 24 hours.

8. Additional violations of the MV Safety Policy, Attendance Policy, Substance Abuse Policy Violations, or misuse of Company vehicles and/or equipment, including but not limited to:

    - Operating without a valid license appropriate for that vehicle, equipment or service.
    - Driving on a suspended license
    - Driving a commercial vehicle without a valid medical card
    - Transporting school children without proper school bus certification as required by applicable law
    - Un-insurability as a vehicle operator
    - Negligent use of a Company owned or provided vehicle or equipment
    - Unauthorized use of a Company owned or provided vehicle or equipment including transporting unauthorized passengers
    - Use of a personal cell phone while operating a Company vehicle

9. Falsification of any records, such as medical forms, time records or employment applications, or making false statements

10. Unprofessional or disorderly verbal or physical conduct directed towards coworkers, passengers, clients or any third party while acting as a representative of the Company.

11. Engaging in a romantic or sexual relationship with a passenger who is unable to provide meaningful consent.

12. Entering a passenger's home while in service or in Company uniform without a legitimate business purpose

13. Possession of weapons or explosives on Company premises

14. Conviction of driving under the influence, reckless driving or hit-and-run driving whether on or off the job, in a Company or private vehicle, for employees performing safety sensitive functions

15. Use of Company property or Company garages for personal vehicle repair

16. Failing to pass initial, ongoing or changed qualification standards

17. Dishonesty, theft, or improper handling of company assets or cash

18. Gross negligence

Vehicle Citations

In addition to any potential safety point assessments, vehicle citations are the responsibility of the employee. MV will not pay for parking tickets or citations issued to Company vehicles or employees on Company time unless required by law. It is the responsibility of the employee to obey all traffic laws and to operate a vehicle in a safe and legal manner.

Personal Appearance

When at work, employees are expected to present a professional appearance and to dress according to the requirements of their position.

Every employee is expected to practice daily hygiene and good grooming. Scents – whether artificial or natural – should not be distracting to other employees or our passengers.

Where required, employees must come to work in a clean, pressed uniform. Those who report for work inappropriately dressed will be sent home unpaid and directed to return to work in proper attire. For safety reasons, the following appearance standards also apply for all operators and safety sensitive positions:

- Leather, rubber soled shoes must be worn
- Long hair extending past the shoulders must be tied back
- Fingernails cannot exceed 1/2” past the tip of the fingers
- Dangling jewelry, including earrings, is not permitted

If the employee’s shift needs to be covered by another employee, the employee may forfeit his/her entire days shift at the manager’s or supervisor’s discretion. If sent home, the employee will be issued an attendance occurrence noted as an absence.

Smoking

Smoking (both cigarette and e-cigarette) is expressly forbidden in or near Company vehicles at all times. This rule applies to everyone - employees, passengers, clients and the general public. It is also prohibited for any employee to smoke in any MV facility or garage. Employees wishing to smoke must do so on their own time and a minimum of 20 feet from a facility or bus.

Solicitation

MV prohibits:

- Solicitation and distribution of goods, services, or literature by non-employees on Company premises
- Solicitation by employees on Company premises when the person soliciting or the person being solicited is on working time (Working time is the time employees are expected to be working and does not include your scheduled meal or other authorized breaks.)
- Distribution of goods and/or literature by employees on Company premises in non-working areas during working time, as defined above
- Distribution of goods and/or literature by employees on Company premises in working areas

Note: A "working area" is an area, usually inside production areas or offices, where work is performed. It includes halls and aisles used in the course of employees' work. It also may include outside areas like the yard. "Working area" generally does not include break rooms, cafeterias, employee parking lots and Company grounds or recreation areas.

Confidentiality of Information

MV treats employee information as confidential. MV will only release employee information upon 1) written authorization, 2) court order, 3) as necessary in accordance with business needs and to administer benefits, or 4) to meet other contractual or legal requirements.

Security Inspections

Employees should not have an expectation of privacy in Company equipment such as desks, lockers, and computers. Desks, lockers, computer and communications systems are the property of the Company and therefore can be inspected by any agent or representative of the Company at any time, either with or without prior notice. The Company has the right to inspect packages and persons on, entering and/or leaving Company property. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto the Company's premises.

Employee Personnel Files

MV Transportation retains the right not to provide an employee with any duplications or copies of any paperwork within his/her personnel file, unless otherwise provided by applicable law. Access to and documents from an employee's personnel file will be provided to employees as required by applicable law. Employees who are interested in reviewing the contents of their personnel file should complete the Personnel File Review Form and submit it to their Manager of Human Resources to schedule a mutually convenient time for an appointment.

To ensure that MV's personnel files are up-to-date and contain accurate, complete information, employees are asked to notify their supervisor or Human Resources of any changes that need to be made in any of the following categories:

- Name
- Telephone number
- Home address
- Individual to notify in case of an emergency

Safety and Incident Policies

Safety Hotline

Since the safety, health and welfare of our employees, passengers and public is our number one priority at MV, we have established an Employee Safety Hotline to report any safety problems or concerns. Our safety hotline number is **1 - 877 – MVSAFE - T (687-2338).** Concerns including vehicle maintenance issues, unreported incidents, failure to secure wheelchairs, office safety issues, etc. should be reported to the Employee Safety Hotline. You are also expected to report any instances to your supervisor so your concerns can be immediately addressed.

Incident

Any occurrence, event or action (regardless of how minor) which does not follow Company procedures or presents a threat or problem to MV, its passengers, public or its employees is considered an incident. Any occurrence involving a passenger while under the care, custody and control of MV and its employees is considered an incident. Any contact between your vehicle and another person, vehicle or object is considered an incident whether or not there was damage or injury.

Incident Reporting

All incidents, regardless of how minor, must be immediately reported per MV's 'Incident Reporting' procedure. Failure to timely report any incident, regardless of whether or not it results in injury or property damage, may result in disciplinary action up to and including termination. **For workplace injuries, please refer to our 'Workers' Compensation' policy.**

Major Safety Incidents

For incident reporting purposes, a major incident is one involving a transit vehicle or occurring on MV property. This includes, but is not limited to:

- Fatality
- Pedestrian or cyclist incident/injury
- Passenger incident or injury involving a lift
- Passenger incident or injury while entering or exiting a vehicle
- Passenger incident or injury involving improperly securing a passenger
- Preventable roll-away incident
- MV Operator is cited for a major/serious moving violation (reckless driving, DUI)
- Any injury (including to the MV Operator) requiring immediate medical attention away from the scene
- Property damage of at least $5,000
- Environmental spills
- Vehicle roll-over/lay-over
- Vehicle fire
- Incidents with Operator allegation of equipment or maintenance failure
- Events with potential for negative public relations and/or news media coverage
- Incidents where Operator drug and/or alcohol use may be involved
- Incidents where fault is in question
- Any use of a cellular telephone or electronic device while operating a company vehicle

Minor Safety Incidents

All other incidents that do not meet the definition of a “major” incident.

Subrogation of Incident or Injury Claims

Every employee is expected to protect MV's rights to subrogate for reimbursement of vehicle damages, Workers' Compensation payments and related costs, Medical and Dental Insurance payments and related costs, and other payments/costs which result from the negligence of third-parties. Employees must obtain concurrence from MV (Risk Management for Workers' Compensation claims or Human Resources for Medical/Dental claims) prior to signing any "release of liability" from any responsible third-party or third-party insurer.

Safety Investigation Leave

Any employee involved in a major incident will be placed on administrative leave while the incident is being investigated to determine root causes and preventability. Administrative leave is unpaid unless the incident is determined to be non-preventable. Employees may perform other non-safety sensitive functions if available and/or appropriate until final determination is made.

Electronic Systems

The company employs numerous technologies, including DriveCam, video systems, GPS and mobile data terminals in order to help ensure the safety of the driver and passengers, compliance with Federal, State and Local driving laws as well as regulations for both the driver and the motoring or pedestrian public. Any recording resulting from these technologies may be used as evidence in the investigation and may result in the issuing of appropriate disciplinary action.

Safety Point System

MV safety results are directly related to the actions and behaviors of our employees. At-risk behaviors lead to incidents and injuries. Therefore all MV safety sensitive employees are subject to a Safety Point Program rating which assesses cumulative points for at risk safety behaviors or actions.

Any work related incident, which involves an employee at MV will be investigated and may result in Safety Points being assigned.

If the incident is determined to have been "preventable" by the MV employee, then it will be considered a preventable incident. While an incident may not be legally considered your "fault", it will be treated as preventable, regardless of the cost to MV. Even minor damage incidents cost the Company money in terms of repairs, lost vehicle or driver time, staff time, etc. Any damage to a Company vehicle will automatically be assessed to the most recent employee who drove that vehicle and who failed to report it on a daily vehicle inspection sheet.

Preventability of Incidents and Injuries

The determination as to whether an incident could have been "preventable" will be made by the Division Safety Manager and General Manager. It is subject to review by the Area Safety Director and/or the Region Vice President. If there is a disagreement it will be given to the Vice President of Safety. The Chief Safety Officer has the final determination of preventability on all incidents.

Disciplinary Action

Any employee who has a preventable incident will be subject to re-training and/or discipline up to and including termination based on the safety point system.

Although most situations will be addressed by issuing safety points, MV reserves the right to impose discipline, up to and including termination, for any unsafe act, failure to follow safe work practices and/or procedures, or negligent operation of a Company vehicle regardless of the point assessment under the Safety Point System. Unsafe behaviors are also subject to disciplinary action regardless of whether they lead to injury. Such discipline must be approved by the Chief Safety Officer or a Company President.

Accruing Safety Points

DriveCam and Other Video Systems events/incidents will be assessed safety points based on the current version of the DriveCam and Other Video Systems Points Policy. DriveCam and Other Video Systems Points may result from both coached and auto-resolved events/incidents. DriveCam and Other Video Systems Points are included and considered when applying the following Maximum Allowable Safety Points section. The good-faith filing of a workers' compensation claim shall not accrue safety points or discipline

All preventable incidents will be assigned points in the following manner:

Failure to cycle wheelchair lift ..... One (1) point

Failure to do a proper vehicle inspection (DVI) ..... One (1) point

Driver unbelted or improperly belted when legally required ..... One (1) point

Failure to stop at a Railroad Crossing ..... One (1) point

Unsafe maneuver(s) or act(s) ..... Two (2) points

Conviction of a minor traffic violation ..... Two (2) points

Backing incident or collision ..... Three (3) points

Rear-end collision ..... Three (3) points

Failure to provide door-to-door service, to include failure to properly load/unload a passenger via the lift ..... Three (3) points

Preventable incident and/or collision up to $15,000 in injuries or property damage ..... Four (4) points

Preventable incident or collision up to $20,000 in injuries and/or property damage ..... Five (5) points

Preventable incident or collision in excess of $20,000 in injuries and/or property damage ..... Six (6) points

Any preventable roll-away incident or collision regardless of damage amount ..... Six (6) points

Failure to properly secure/transport a mobility device ..... Six (6) points

Failure to properly secure/transport a paratransit passenger ..... Six (6) points

Failure to immediately report a citation or incident in a Vehicle while in Company service ..... Six (6) points

Tampering with, disabling, obstructing, abusing, disconnecting, or otherwise interfering with Drive Cam or other monitoring equipment ..... Six (6) points

Any use of a cellular telephone or electronic device while operating a vehicle in Company Service ..... Six (6) points

Conviction of a major traffic violation * ..... Six (6) points

(*) A major traffic violation is any citation, in either a personal or company vehicle, that involves any item listed under Major Safety Incidents and/or: (1) Driving while intoxicated or under the influence of alcohol or drugs; (2) Failure to stop and immediately report an incident in which you are involved; (3) Homicide, manslaughter, or assault arising out of the operation of a motor vehicle; (4) Driving while your license is suspended or revoked; (5) Reckless driving; (6) Possession of open container or alcoholic beverages; and/or (7) Speed contests, drag racing, or attempts to flee from an officer of the law, (8) leaving the scene of an accident.

To be clear, and notwithstanding any other language in the Safety and Incidents Policy, an employee will not receive safety points or be otherwise disciplined simply because an incident results in an injury or a worker's compensation claim.

Maximum Allowable Safety Points

<u>For introductory employees:</u>

The occurrence of a preventable incident during the introductory period will result in termination. Receipt of four (4) or more points during the introductory period, outside of preventable incidents, will result in termination. In addition, receipt of two (2) separate safety point assessments during the introductory period will result in termination, regardless of the employee's total point count.

For non-introductory period employees:

In any rolling 18 month period of employment, receipt of six (6) or more points will result in termination. Any infraction which occurred more than eighteen months prior would no longer be included in the safety point count. In addition, receipt of three (3) separate safety point assessments in any rolling one year period will result in termination, regardless of the employee's total point count.

Safety Point Hearing

If an employee feels that he/she has been issued safety points improperly, a point count hearing may be requested. Point count hearing requests must be made within five (5) business days of the point assessment to your supervisor. The supervisor will contact the Area Safety Director to conduct the hearing within ten (10) business days of the request.

The hearing panel will consist of three of the following people: Vice President of Safety, Area Safety Director, General Manager, Assistant General Manager and/or Safety and Training Manager. The hearing will be chaired by the Vice President of Safety or the Area Safety Director. Decisions by the panel must be signed-off and approved by the Regional Vice President and the Chief Safety Officer to be binding.

Retraining

MV reserves the right to require an employee to attend retraining in addition to any discipline imposed. Failure to attend mandated re-training courses may result in disciplinary action up to and including termination.

All customer service related incidents which do not result in termination are subject to retraining from the MV customer service program (Ergometrics START program) or other approved Customer Service Training Module using the applicable section of the training that will apply to the incident. This must be accomplished within one week of the incident date.

All vehicle-related incidents which do not result in termination are subject to retraining using the approved Defensive Driving Training Programs. This must be accomplished within one week of the incident date.

Retraining may also be required based on an unacceptable onboard or field inspection.

MVR Records

All employees in safety sensitive positions who will operate a vehicle in Company service (either on a regular or occasional basis) must provide a copy of their Motor Vehicle Record (MVR). MVR's may also be checked during employment. Such employees must report to their supervisor a citation received in either a vehicle in Company service or personal vehicle within 24 hours. Failure to report a citation will result in immediate termination.

MV retains the right to access your MVR during employment. If an operations employee in a position requiring a driver's license has his/her license suspended, restricted or revoked, as a result of a vehicle citation, his/her employment may be terminated at the sole discretion of the company.

Statements at the Scene of an Incident

Under no circumstances is a MV Operator to discuss the circumstances of a vehicular incident occurring while in the course of his/her duties for MV or make any statement about the incident with anyone other than with police, MV division/safety personnel, MV Risk Management personnel, MV attorneys, and/or MV Third Party Claims Administrator personnel. Drivers are to give their names, addresses, telephone numbers, vehicle insurance, and driver's license information. Any further information can be obtained by contacting the General Manager or the Area Safety Director.

Leaving the Scene of an Incident or Injury

Under no circumstances is a MV Operator to leave the scene of an incident without first doing each of the following:

1. Immediately reporting the incident to the division.
2. Providing any and all claimants or other parties in the incident the personal and Company information required by law and needed to make a claim.
3. Obtaining all information regarding other vehicles and parties involved.
4. Obtaining authorization from the dispatcher to leave the incident scene.
5. Taking pictures of the vehicles involved and the incident scene as well as sketching out the scene of the incident on the incident diagram form.

Safety Inspections

All employees are subject to inspections to ensure safe, quality service for our passengers. Inspections will be done at random as well as scheduled times. Types of inspections include field inspections, on-board evaluations, vehicle inspection audits and facility inspections.

Wheelchair Lift Deployment

Under no circumstances is a MV employee to leave a wheelchair lift partially or completely in the down position outside of the vehicle while not physically there and able to alert any pedestrians to the potential danger. Under no circumstances is the vehicle to be driven unless the wheelchair lift is safely and properly stowed in its secure folded position.

Safety Meetings

Safety meetings are a critical component of our safety program and assist MV in managing contractual and refresher training requirements. All operations employees are required to attend a minimum of one safety meeting per month.

Return of Property

Employees must return all Company property at the time of termination, resignation or layoff, or immediately upon request. Where permitted by law, the Company may withhold from the employee's pay or final pay the cost of any items that are not returned. The Company may also take all action deemed appropriate to recover or protect its property.

Use of Personal Cell Phones and other Electronic Devices

The use of cell phones for personal calls during your working hours is discouraged and should be limited to break or meal periods. Where a client contract prohibits drivers from carrying personal cell phones, the use of personal cells phones is prohibited. Any use of a personal cell phone or other non company-issued electronic device, hands-free or not, during the operation of a company vehicle is prohibited.

Preparedness for Work and Alertness Management

It is the Operator’s responsibility to report for duty well rested, with proper equipment and uniform and in sufficient time as required to perform his/her duties.

Professional operators must get adequate rest – ideally a minimum of eight hours – before coming to work. Every operator is responsible for coming to work well rested, as there is a significant risk of fatigue-related incidents. If an operator is not properly rested or is fatigued, they must report their condition to a supervisor or manager immediately.

APPENDIX 1

Federal and State Agencies

Local, state and federal employment discrimination agencies that enforce the laws against sexual harassment and discrimination in California, Maine, Massachusetts, Rhode Island, and Vermont and for government contractors can be contacted at the phone numbers and addresses listed below.

Federal

The Office of Federal Contract Compliance Programs (OFCCP)

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, D.C. 20210

Phone (800) 397-6251

TTY (202) 6936-1337

OFCCP-Public@dol.gov

California

Department of Fair Employment and Housing

Sacramento District Office

2000 O Street, Suite 120

Sacramento, CA 95814

Phone (800) 884-1684

Fax (916) 323-6092

Equal Employment Opportunity Commission

901 Market Street, Suite 500

San Francisco, CA 94103

Phone (415) 356-5100

Maine

Main Human Rights Commission

51 State House Station

Augusta, ME 04333

Phone (207) 624-6050

Fax (207) 624-6063

TTY/TTD (888) 577-6690

Equal Employment Opportunity Commission, Area Office

John F. Kennedy Federal Building

Government Center, Room 475

Boston, MA 02203

Phone (617) 565-3200

Massachusetts

Massachusetts Commission Against Discrimination

1 Ashburton Place, Room 601
Boston, MA 02108
Phone (617) 994-6000

436 Dwight Street
Springfield, MA 01103
Phone (413) 739-2145

Equal Employment Opportunity Commission, Area Office

John F. Kennedy Federal Building
Government Center, Room 475
Boston, MA 02203
Phone (617) 565-3200

Rhode Island

Rhode Island Commission for Human Rights

180 Westminster Street
Providence, RI 02903
Phone (401) 222-2661

Equal Employment Opportunity Commission, Area Office

John F. Kennedy Federal Building
Government Center, Room 475
Boston, MA 02203
Phone (617) 565-3200

Vermont

Vermont Attorney General's Office

Civil Rights Unit
109 State Street
Montpelier, VT 05602
Phone (802) 828-3171

Equal Employment Opportunity Commission, Area Office

John F. Kennedy Federal Building
Government Center, Room 475
Boston, MA 02203
Phone (617) 565-3200

APPENDIX 2

EMPLOYEE RIGHTS AND RESPONSIBILITIES

UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement
FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements
Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections
During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements
Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition
A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave
An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave
Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities
Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities
Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers
FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement
An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosure

For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Wage and Hour Division

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT FORM

I have received a copy of the September 2016 MV Employee Handbook, and I have reviewed and understand its provisions. If at any time I do not understand a policy in this Handbook or any other Company policy, I will seek clarification from my supervisor or the Human Resources Department. Unless otherwise provided under the terms of an applicable Collective Bargaining Agreement or other valid contract, I understand the Company is an 'at will' employer and, as such, employment with the company is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause and without prior notice.

I understand that the Handbook states certain of the Company's policies and practices in effect on the date of publication. I UNDERSTAND THIS HANDBOOK DOES NOT CONSTITUTE A CONTRACT OF EMPLOYMENT. I UNDERSTAND THAT NOTHING CONTAINED IN THIS HANDBOOK MAY BE CONSTRUED AS CREATING A PROMISE OF FUTURE BENEFITS OR A BINDING CONTRACT WITH THE COMPANY FOR BENEFITS OR FOR ANY OTHER PURPOSE. Unless otherwise provided under the terms of an applicable Collective Bargaining Agreement, arbitration agreement, or other valid contract, I also understand that the Company's policies and procedures may be amended, supplemented, modified or terminated at any time, with or without notice.

_____ _____

Employee Signature Date

_____

Employee Name (please print)

November 5, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF MV TRANSPORTATION, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A 3-YEAR FIXED ROUTE TRANSIT SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER FOR THE OPERATION AND MAINTENANCE OF THE COMPTON RENAISSANCE FIXED ROUTE RANSIT SYSTEM ($2,958,685).

SUMMARY

This resolution will accept the proposal submitted by MV Transportation, Inc., authorize the City Manager to enter into a three (3) year (i.e. November 19, 2019 through November 18, 2022) fixed route transit service agreement; with an option to extend the agreement for two (2) - one (1) year terms; with MV Transportation, Inc. for the operation and maintenance of the Compton Renaissance Fixed Route Transit System; and establish two (2) purchase orders as follows: (1) in the amount of Nine Hundred Sixty Thousand Two Hundred Eighty Four Dollars ($960,287.00) for services rendered during the first (1st) contract year; and (2) in the amount of Two Hundred Thousand Dollars ($200,000.00) needed fuel and special expenses requested by the City.

BACKGROUND

The Compton Renaissance Fixed Route Transit System ("Transit System") was developed in October 1995 in conformance with the Public Transportation section of the Circulation Element of the General Plan.

The Transit System's service has been an integral part of the community for 24 years, serving both residents of Compton and adjoining communities. The Transit System provides feeder service to the regional and sub-regional transit system, as well as the Metropolitan Transit Authority (MTA) Blue Line Light Rail Transit System and Regional Bus Transit System.

The Transit System consist of five (5) routes City-wide and is currently maintained and operated by MV Transportation, Inc. ("MV Transportation"). Effective November 19, 2019, MV Transportation will operate transit service from 6:00 am to 6:00 pm each weekday and from 9:00 am to 3:00 pm on Saturdays, using the City's fleet of (five) 5 Compressed Natural Gas buses.

MV Transportation has been operating the City's transit buses since 2003 and has been committed to providing good service to the City of Compton. MV Transportation has a long standing team dedicated to the management and operation of the Compton services based in MV Transportation's nearby Paramount, California location. The current agreement with MV Transportation expires on November 18, 2019.

On July 24, 2019, the Public Works Department advertised a "Request For Proposals" for the operation and maintenance of the Compton Renaissance Fixed Route Transit System for a period of three (3) years, with two (2) one (1) year contract extension options.

The RFP requested that the Contractor (s) proposal include the following:

- Qualifications
- Management Structure and Key Personnel
- Financial Viability
- Operations Plan
- Storage and Maintenance Program
- CNG Experience and Management Plan
- Cost

On August 22, 2019, the City received one (1) proposal summarized as follows:

Name of Company	**Ranking**	**1st Year**	**2nd Year**	**3rd Year**	**Total Bid**
MV Transportation, Inc.	1	$960,287	$984,911	$1,013,487	$2,958,685 over 3 years

Qualifications

MV Transportation is the largest provider of privately contracted paratransit and fixed route services in California. MV Transportation operates more than 700 fixed-route transit buses and provides more service than any other contractor on behalf of the Los Angeles Department of Transportation (LADOT). MV Transportation, Inc. has provided great service to the City of Compton operating the Renaissance Transit System since 2003.

Management Structure and Key Personnel

MV Transportation will leverage the staff resources at its Paramount operation to provide the City with access to the General Manager, Operations Manager, Maintenance Manager, Safety and Training Manager, and the Regional Vice-President to provide regional and corporate support to the City.

Additionally, MV Transportation will make special efforts to attract qualified operators from Compton to fill open positions. These efforts include publication of notice in the local press, local media advertisements and posted notices, and notification at the local unemployment office of available positions.

Financial Viability

MV Transportation's financial position is solid and has strengthened over the last two years. The company has the financial resources and where-with-all to meet its financial obligations. MV Transportation maintains credit with a major commercial bank with a revolving line of credit of up to $185 million.

Operations Plan

MV Transportation performs all administrative and maintenance from its facility located at 7209 East Rosecrans Avenue, Paramount, CA, which is just 4 miles from the service area. MV Transportation's location reduces overall cost for the City and ensures timely response to any service issues. MV Transportation will enhance service quality through improved feedback on operator performance and operational meetings.

Storage and Maintenance Program

MV Transportation bases operations, dispatching, training, maintenance, cleaning, fueling, and vehicle storage from its current Paramount, CA facility. This facility provides approximately 1,625 square feet of office space. The space supports all dispatch, administration, and management of the system. The facility offers ample room for additional operators in the operator training/meeting room.

CNG Experience and Management Plan

MV Transportation has specific CNG training programs administered by the Maintenance Manager. The Maintenance Manager ensures proper procedures are followed, that includes detailed instructions on the proper use of engine oil for alternatively-fueled vehicles. MV Transportation has developed an excellent relationship with the Natural Gas Vehicle Institute and vendors to provide training in the maintenance, diagnosis and repair of compressed natural gas vehicles.

Cost

The cost to provide operation and maintenance of the Transit System for a three (3) year period is as follows:

1st Year	2nd Year	3rd Year	Total Cost
$960,287	$984,911	$1,013,487	$2,958,685 over 3 years

STATEMENT OF THE ISSUE

Upon review of the proposal, staff has determined that it is in the best interest of the City to accept the proposal submitted by MV Transportation for $960,287 - 1st Year, $984,911 – 2nd Year, and $1,013,487 -3rd Year. Additionally, the City, at its discretion, may elect to exercise two (2) - one year extension options at a cost of $1,036,140 - Option Year 1 and $1,048,504 – Option Year 2.

Therefore, the Public Works Department is requesting City Council authorization to enter into a three (3) year fixed route transit agreement with MV Transportation, with two (2) one (1) year extension options and issue a purchase order in an amount of $960,287 for services to be rendered in the first (1st) contract year to continue providing operations and maintenance for the Compton Renaissance Fixed Route Transit System.

FISCAL IMPACT

The total cost for the operations and maintenance of the Compton Renaissance Fixed Route Transit System for a three (3) year period is Two Million Nine Hundred Fifty Eight Thousand Six Hundred Eighty Five Dollars ($2,958,685.00). It is also estimated and requested that an additional $200,000.00 per contract year be authorized as follows: $150,000 annually for fuel and $50,000 annually for special services requested by the City. As referenced above, if the two (2) one (1) year options are exercised, the cost will be $1,036,140 for Option Year 1 and $1,048,504 for Option Year 2.

Operation of the Compton Renaissance Fixed Route Transit System is funded by the Proposition A program. Proposition A is the ½ cent sales tax measure that was approved by the voters in Los Angeles County in 1980 to finance a Transit Development Program.

Twenty-five percent (25%) of the Proposition A ½ cent sales tax is designated for the Local Return Program funds to be used by cities and the County in developing and/or improving public transit, paratransit, and related transportation infrastructure.

Proposition A Local Return Program is administered by the Los Angeles County Metropolitan Transportation Authority ("LACMTA"). Funds are distributed directly to the cities on a "per capita" basis on a monthly basis. In Fiscal Year 2019-2020 the City of Compton will receive $1,958,254.00.

Therefore, funds in the amount of $960,287.00 are available in Account No. 2000-710-000-4269. Additionally, $200,000 will also be available in Account No. 2000-710-000-4269 for fuel and special expenses requested by the City.

RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

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

APPROVED FOR FORWARDING

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF MV TRANSPORTATION, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A 3-YEAR FIXED ROUTE TRANSIT SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER FOR THE OPERATION AND MAINTENANCE OF THE COMPTON RENAISSANCE FIXED ROUTE RANSIT SYSTEM ($2,958,685).

WHEREAS, the Compton Renaissance Fixed Route Transit System was developed in October 1995 in conformance with the Public Transportation Section of the Circulation Element of the General Plan; and

WHEREAS, the City of Compton's Renaissance Fixed Route Transit System ("Transit System") has been an integral part of the community for 24 years serving both residents of Compton and adjoining communities; and

WHEREAS, the Transit System consists of five (5) routes City-wide and provides feeder service to the regional and sub-regional transit system as well as the Metropolitan Transit Authority ("MTA") Blue Line Light Rail Transit System and Regional Bus Transit System; and

WHEREAS, MV Transportation, Inc. has been contracted to operate and maintain Transit System buses since 2003 and has been committed to providing good service to the City of Compton; and

WHEREAS, the current agreement with MV Transportation expires on November 19, 2019; thus, on July 24, 2019, the Public Works Department advertised a "Request For Proposals" for the operation and maintenance of the Compton Renaissance Fixed Route Transit System for a period of three (3) years with two (2) one (1) year contract extension options; and

WHEREAS, only MV Transportation, Inc. submitted a proposal and upon review of the proposal, staff has determined that it is in the best interest of the City of Compton to accept the proposal submitted by MV Transportation, Inc for $960,287 - 1st Year, $984,911 – 2nd Year, and $1,013,487 -3rd Year . Additionally, the City, at its discretion, may elect to exercise two (2) one year options at a cost of $1,036,140 - Option Year 1 and $1,048,504 – Option Year 2; and

WHEREAS, the total cost of the operations and maintenance of the Compton Renaissance Fixed Route Transit System for a three (3) year contract period with MV Transportation, Inc. is Two Million Nine Hundred Fifty Eight Thousand Six Hundred Eighty Five Dollars ($2,958,685); and

WHEREAS, it is also estimated and requested that an additional $200,000.00 per contract year be authorized as follows: $150,000 annually for fuel and $50,000 annually for special services requested by the City; and

WHEREAS, funds in the amount of $960,287.00 to operate the Compton Renaissance Fixed Route Transit System for the first (1st) contract year are available through the Proposition A Local Return Program funds in Account No. 2000-710-000-4269 and an additional $200,000.00 will be available in Account No. 2000-710-000-4269 for fuel and special expenses requested by the City.

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

Section 1. That the proposal of MV Transportation, Inc. to provide the operation and maintenance of the Compton Renaissance Fixed Route Transit System is hereby accepted.

Section 2. That the City Manager, upon the advice and consent of the City Attorney is hereby authorized to enter into a three (3) year contract (i.e. November 19, 2019 through November 18, 2022); with an option to extend the contract for two (2) - one (1) year extensions; with MV Transportation, Inc. for the operation and maintenance of the Compton Renaissance Fixed Route Transit System.

Section 3. That the agreed costs for services to be rendered during the term of the contract are as follows: 1st year - $960,287; 2nd year - $984,911; and, 3rd year - $1,013,487. Should the extension options be exercised, the costs of each extension are as follows: Option Year 1 - $1,036,140 and Option Year 2 - $1,048,504.

Section 4. That a purchase order is hereby authorized to be established for MV Transportation, Inc., in an amount not to exceed Nine Hundred Sixty Thousand Two Hundred Eighty Seven Dollars ($960,287.00) for services to be rendered during the first (1st) year (i.e. November 19, 2019 through November 18, 2020) of the contract.

Section 5. That a purchase order is hereby authorized to be established for MV Transportation, Inc. in the amount of Two Hundred Thousand Dollars ($200,00.00) for use to pay estimated costs for fuel and special expenses requested by the City during the first (1st) year (i.e. November 19, 2019 through November 18, 2020) of the contract.

Section 6. That funds in the amount of $960,287.00 are available in the 2019-2020 Fiscal Year budget in Account No. 2000-710-000-4269 for services rendered during the first (1st) year of the contract.

Section 7. That funds in the amount of $200,000.00 are available in the 2019-2020 Fiscal Year budget in Account No. 2000-710-000-4269 for fuel and special expenses requested by the City during the first (1st) year of the contract.

Section 8. That the following fund amounts needed for the remaining years of the contract shall be appropriated in future City budgets:

	2nd Year	**3rd Year**	
	$984,911	$1,013,487	

Section 9. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works Department.

Section 10. 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 certifies that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2019.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

AGREEMENT FOR FIXED ROUTE TRANSIT SERVICES
BETWEEN
MV TRANSPORTATION, INC.
AND
CITY OF COMPTON

[COMPTON RENAISSANCE FIXED ROUTE TRANSIT SYSTEM]

TABLE OF CONTENT

Section 1. Parties to the Agreement

Section 101. Parties to the Agreement
Section 102. Representatives of the Parties

Section 2. Definitions

Section 3. Term of Agreement

Section 4. Scope of Services

Section 401. Special Services

Section 5. Responsibilities of the Transit Contractor

Section 501. Operation of Vehicles
Section 502. Driver Responsibilities
Section 503. Driver Qualifications and Training
Section 504. Driver compliance with Applicable Laws and Regulations
Section 505. Project Manager
Section 506. Site supervisor
Section 507. Dispatcher
Section 508. Supervisorial and Management Responsibilities

Section 6. Vehicles, Materials and Equipment

Section 601. Vehicles
Section 602. Maintenance
Section 603. Warranty and Repairs
Section 604. Materials and Equipment

Section 7. Performance Standards

Section 701. Vehicles
Section 702. Service
Section 703. Incentives
Section 704. Preventable Accidents
Section 705. Fare Collection
Section 706. Specific Criteria for On-Time Performance
Section 707. Passenger Assistance and Lift Operation

Section 708. Route and Schedule Adherence
Section 709. Courtesy and Cooperation

Section 8. Reporting, Accounting, Auditing

Section 801. Maintenance and Inspection of Records
Section 802. Daily Logs
Section 803. Monthly Summaries and Reports
Section 804. Quarterly Reports
Section 805. National Transit Database (NTD) Annual Reporting
Section 806. Disadvantage Business Enterprise (DBE) Report
Section 807. Equal Employment Opportunity (EEO)/Affirmative Action Report
Section 808. Accounting
Section 809. Audits

Section 9. Responsibilities of the City

Section 901. Establishment of Service policies and Procedures
Section 902. Vehicles
Section 903. Marketing and Outreach
Section 904. Monitoring, Inspection and Audits
Section 905. Determination
Section 906. Resolution of Complaints
Section 907. Counting Fares and Verifying Fare Collection Efforts

Section 10. Liquidated Damages

Section 1001. Damages of $750 per Incident
Section 1002. Liquidated Damages of $500 per Incident
Section 1003. Liquidated Damages of $50 per Incident
Section 1004. Liquidated Damages of $25 per Incident
Section 1005. Specific Performance Related Penalties and Liquidated Damages
Section 1006. Exceptions to Liquidated Damages

Section 11. Insurance

Section 1101. Liability Insurance
Section 1102. Endorsements and Certificates of Insurance
Section 1103. Workers' compensation Insurance
Section 1104. Indemnification and Hold Harmless

Section 12. Compensation

Section 1201. Liquidated Damages and Adjustments
Section 1202. Payment Schedule

Section 13. Subcontracting, Delegation and Assignment

Section 1301. Conditions for Permission to Assign
Section 1302. Prohibitions of Assignment

Section 1303. Acceptable Assignments

Section 14. Termination, Suspension and Cancellation

Section 1401. Status of Notice to Terminate
Section 1402. Compensation During Period of Order to Cease and Desist
Section 1403. Termination for Cause
Section 1404. Costs of Replacement Service
Section 1405. Termination for Extraordinarily Poor Performance
Section 1406. Termination for Unavailability of Funds

Section 15. Compliance with Applicable Laws and Regulations

Section 1501. Contractor's compliance
Section 1502. Licenses and Permits

Section 16. Independent Contractor/Confidentiality

Section 17. Conflict of Interest

Section 18. Non-Discrimination

Section 1801. Affirmative Action

Section 19. Resolution of Disputes

Section 1901. Binding Arbitration
Section 1902. Legal Remedies

Section 20. Notices

Section 21. Americans with Disabilities Act (ADA)

Section 22. Debarment/Suspension Status

Section 23. Equal Employment Opportunity (EEO)

Section 24. Disadvantage Business Enterprise

Section 25. Rationing and Emergency Situations

Section 26. Protection of Interests

Section 27. Changes in Contractual Status

Section 2701. Monthly Agreed-Upon Changes and Amendments
Section 2702. Compliance
Section 2703. Waiver
Section 2704. Severability

Section 28. Force Majeure

Section 29. Entire Agreement

Section 30. Exhibits

Exhibit 1 Map/Schedule of Renaissance Transit System Lines and Routes

(REMAINDER OF THIS PAGE INTENTIONALLY BLANK)

AGREEMENT FOR FIXED ROUTE TRANSIT SERVICES BETWEEN CITY OF COMPTON and MV TRANSPORTATION, INC.

[COMPTON RENAISSANCE FIXED ROUTE TRANSIT SYSTEM]

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 **MV TRANSPORTATION, INC.,** a California Corporation (hereinafter referred to as **"Transit Contractor" or "Contractor")**, located at 2711 North Haskell Avenue, Suite 1500 LB2, Dallas, Texas 75204.

RECITALS:

WHEREAS, the **City** desires to provide fixed route transit service within and nearby the City of Compton, in coordination with other transportation services available in or near the **City** in order to facilitate the use of the entire network of such transportation services by residents of and visitors to the **City;** and

WHEREAS, the **Transit Contractor** has represented that it has the resources, equipment, management personnel and operating personnel, as well as the technical expertise and operating experience necessary to provide such services; and

WHEREAS, the **Transit Contractor** desires to provide such services as are described within this Agreement to the **City** according to the terms of this Agreement; and

WHEREAS, the **City** wishes to engage the **Transit Contractor** to provide these services to the **City** according to the terms of this Agreement; and

WHEREAS, by Resolution No._____ adopted on the ____ day of November 2019, the City Council authorized the City Manager to enter into a three (3) year contract, with two (2) one (1) year renewal options, with the **Transit Contractor** for the operation and maintenance of the Compton Renaissance Fixed Route Transit System.

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

AGREEMENT:

The **Transit Contractor** shall perform the services hereinafter indicated in accordance with the terms and condition of this Agreement (hereinafter referred to as **"Contract"** or **"Agreement"),** including the terms and conditions included in the **City's** Request for Proposal, any addenda to the Request for Proposal, the **Contractor's** initial Proposal and Best and Final Offer, all of which, individually and collectively, are by this reference made a part hereof (hereinafter referred to as **"Contract Documents")**. In the case of any discrepancy among the Contract Documents, the terms and conditions of the Contract shall control.

1. PARTIES TO THE AGREEMENT:

Section 101: The Parties to this Agreement are:

The **CITY OF COMPTON**, a municipal corporation, having its principal office at 205 South Willowbrook Avenue, Compton, California 90220; and

MV TRANSPORTATION, INC., a California Corporation, having its principal offices at 479 Mason Street, Suite 221, Vacaville, California 95688.

Section 102: Representatives of the Parties

The representatives of the respective parties who are authorized to administer this Agreement and the services governed by it and to whom formal notices, demands and communications shall be directed are as follows:

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

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager
(310) 605-5585
(310) 761-1429 – fax.

MV Transportation, Inc.
479 Mason Street, Suite 221
Vacaville, California 95688
Attn: R. Carter Pate, Chief Executive Officer
(972) 391-4911
(972) 391-4960 - fax.

MV Transportation, Inc.
2024 College Street
Elk Horn, IA 51531
Attn: Contracts Administrator
(712) 764-3779
(707) 646-7942 – fax.

Any change made by either party in the authorized representatives or addresses or telephone numbers will be communicated by the party making the change to the other party in writing within five (5) days of the information being made available to the changing party as provided in Section 20 of this Agreement.

2. DEFINITIONS:

The following definitions govern this Agreement:

"Commencement Date" – The date the Contractor begins the operation of fixed route services under this Agreement.

"Deadhead Time/Mileage" - Time or distance - this is the service hours during which vehicles are transported to their appropriate starting and ending points, to and from which they will be placed into passenger service; other non-service use of vehicles such as shuttling a vehicle to and from maintenance, cleaning, or refueling facilities; refueling time; and transporting of a spare vehicle to replace a vehicle that is out of service. The **Transit Contractor** will not be compensated for Deadhead Time or Deadhead Mileage.

"Idle Time" - Portions of passenger service during which vehicles are not in motion, either when they are waiting to start a new run, when they are ahead of schedule, like the Compton Transit Center Metro Rail Station, following an accident or serious incident, obstructed by traffic or other barriers (for example, at railroad crossings), or otherwise not in motion for reasons of safety, security, or upon instruction from the Dispatcher. Passengers may or *may* not be on board the vehicle during Idle Time. The **Transit Contractor** shall be fully compensated for all Idle Time occurring between the beginning and ending of passenger service except for the time that a principal vehicle spends awaiting repairs after a replacement vehicle has arrived and assumed transportation of the passengers of the inoperative vehicle.

"Passenger Service" - That portion of total vehicle usage for which the **Transit Contractor** shall be compensated, according to the terms of this Agreement. It includes those hours during which the vehicles are available for the boarding, de-boarding or transportation of passengers. "Passenger Service" includes Idle Time but excludes Deadhead Time.

"Project Manager" - **Contractor's** full-time employee in charge of directing and supervising the operation and performance of service.

"Site Supervisor" or "General Manager" - The bidder's full-time employee in charge of the on-site management and monitoring of service.

"Special Services" - The services provided by the **Contractor** that are in addition to the regular services on the routes and lines identified in **Exhibit 1**.

"Vehicles" - Buses that are used by the **Transit Contractor** to provide the service described within this Agreement.

"Vehicle Check-outs" - Formal, specific driver inspection of vehicles, be conducted by drivers prior to each vehicle's placement into Passenger Service. The time spent on this activity shall be considered Deadhead Time.

"Vehicle Service Hours" or "Vehicle Hour" - Those hours during which the vehicles are deployed in Passenger Service.

3. TERM OF AGREEMENT:

This Agreement shall commence on **November 19, 2019** and shall continue for three (3) years **(i.e. November 19, 2019 through November 18, 2020)**. The Contract term is contingent upon acceptable performance and subject to the provisions governing termination, cancellation, modification, and force majeure as described and defined in subsequent sections of this Agreement. At the discretion of the **City**, and with the agreement of the **Contractor**, this Agreement may be extended for two (2) one (1) year extensions. The **City** shall notify the **Contractor** in writing, at least 90 days prior to the end of the third contract year, whether it intends to exercise one or more of the extension years. If only the first extension year is exercised at the time, the **City** shall provide a similar notice to the **Contractor** at least 90 days prior to the end of the first extension year. The **City** also reserves the right to exercise any extension on a month-to-month basis.

4. SCOPE OF SERVICES:

The **Transit Contractor** shall provide fixed route transit service to major employment centers, schools, colleges, universities, recreational facilities, shopping centers and other destinations, according to the characteristics of such service as described in this Agreement. Regular services on routes and lines are set forth in "**Exhibit 1,"** which is attached hereto and incorporated herein.

The **Transit Contractor** *may* deviate from the characteristics of this service only when it has received written approval from the **City**, or when verbally instructed by the **City** to do so, as in cases of emergency or circumstances beyond the **City's** control, including but not limited to the lack of available funds to continue to support the service described herein at the levels defined within this Agreement.

The service provided shall be in strict accordance with the standards set forth in Section 7 of this Agreement, and shall be subject to the liquidated damages as set forth in Section 10 of this Agreement as well as the provisions for Termination and Cancellation as set forth in Section 14 of this Agreement. Otherwise, provision of service under this Agreement shall be governed by the terms contained in all sections of this Agreement, including attachments hereto. Compensation of the **Transit Contractor** for services provided under this Agreement shall be governed by terms set forth in Section 12 of this Agreement.

Section 401: Special Services

The **City** may, at its discretion, request the **Contractor** to operate special services that are in addition to the lines and routes set forth in **Exhibit 1**. Any such a request shall be made in writing, and shall be made not less than 10 days in advance of the date the special services will be needed.

5. RESPONSIBILITIES OF THE TRANSIT CONTRACTOR:

Section 501: Operation of Vehicles

The time of operations will be between the hours **6:00 A.M. to 6:00 P.M. (12 hours)** Monday through Friday and from **9:00 A.M. to 3:00 P.M. (6 hours)** on Saturdays with no services on Sundays, Christmas Day, Thanksgiving, New Years Day, Memorial Day, Independence Day and Labor Day. The **Transit Contractor** agrees that the projected **11,760 Annual Vehicle Service Hours** can be adjusted upon written notice of the **City** by decreasing or increasing by 10 percent (10%) or less without re-negotiation of basic vehicle service hour unit price. In the event the Annual Vehicle Service Hours increase or decrease in excess of 10 percent (10%), then **City** and **Contractor** agree to renegotiate the vehicle service hour unit price.

All vehicles deployed by the **Transit Contractor** in service under this Agreement shall operate according to the following schedule:

- Five (5) vehicles shall be deployed in passenger service Mondays through Fridays, for a period of twelve (12) hours of passenger service per day, per vehicle.

- Five (5) vehicles shall be deployed in passenger service on Saturdays for a period of six (6) hours of passenger service per day, per vehicle.

• A minimum of one (1) additional vehicle shall be maintained as a spare vehicle as provided in this Agreement. The **City** and **Contractor** shall negotiate a rate per revenue service hour to be used when **Contractor** provided equipment is used.

No service will be provided on the following holidays:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Cancellation of service on any other days will occur only by mutual agreement between the **City** and the **Transit Contractor**.

Vehicles will stop to pick up or discharge passengers, including wheelchair occupants and other disabled persons, at all stops along each route identified by the **City.**

All vehicles will arrive at and depart from each stop along each route according to the times identified for each stop by the **City**.

Modifications to routes, stops and schedules may be made by the **City** so long as total daily vehicle service hours and daily vehicle mileage are not altered by more than 10 percent. Modifications which exceed or violate these parameters must be agreed to by mutual consent of the **City** and **Transit Contractor**. The **City** must notify the **Transit Contractor** in writing of its direction to modify service parameters at least 30 days prior to the date on which it wishes such modifications to commence. All vehicles must be driven only by qualified drivers, as defined in Section 503 of this Agreement.

At the option of the **City**, one additional vehicle shall be deployed in Passenger Service between the hours of 6:00 a.m. to 8:00 a.m. and between 2:00 p.m. to 6:00 p.m., or any other regularly scheduled two-hour periods as designated by the **City** ("Tripper Service"). All vehicles will be operated strictly on the routes identified in **Exhibit 1** of this Contract, on such routes as amended by the **City** if the spare vehicle is not required for maintenance.

Section 502: Driver Responsibilities

All drivers employed by the **Transit Contractor** under this Agreement and assigned to operate the vehicles deployed under this Agreement shall meet the requirements described in Section 503 below. Operating and related responsibilities of such drivers shall include, but not be limited to:

Careful, Lawful Driving - All drivers shall obey posted speed limits at all times and under all circumstances, shall be alert and shall drive attentively and defensively at all times when operating vehicles under this Agreement.

Pick-Ups/Drop-offs - All drivers must pick up and drop off any and all passengers awaiting service at any and every designated stop, or wishing to disembark at any designated stop, including wheelchair occupants and other disabled persons. Ample time shall be provided for safe and careful boarding and disembarking, for fare collection, and for record keeping and

other procedures related to the safe and accountable operation of the vehicle. Operators shall not pick up passengers if the bus is full.

Passenger Assistance - All drivers shall provide special assistance to wheelchair occupants and any other passengers requiring special assistance or care, including elderly and ambulatory disabled persons, and parents carrying infants or small children. Drivers will not be permitted to physically lift passengers on or off the vehicle or the wheelchair lift. Nor will drivers be required to assist passengers with grocery bags, market carts, carriages, or other objects accompanying passenger. However, sufficient but not unreasonable time shall be provided to such passengers at any stops to load their belongings onto the vehicle, and/or to unload them during disembarking.

Problems and Incidents - Without physical involvement, drivers will be expected to maintain a safe, calm and secure rider-ship environment on-board, including admonishing riders displaying disruptive or dangerous behavior, and shall report riders in violation of such standards to dispatchers immediately via radio. Drivers will be required to complete Incident Reports for any occurrence, which has disrupted, or threatened to disrupt, the rider-ship environment, or which involved harm to, or threatened to harm, any other passengers.

Vehicle Check-outs - Before the beginning of every a.m. run or before any vehicle is placed into Passenger Service at any time during the operating day, the driver shall perform a complete vehicle check-out, using a form provided by the **Transit Contractor** and approved by the **City**, to ensure that the vehicle is in safe working order.

Fare Collection and Rider-ship Validation - All drivers shall collect as fare the appropriate amount of cash, tickets, transfer coupons or other fare instruments as are required by the **City**, and shall deposit such fare instruments into fare boxes or (in the case of tickets or transfer coupons) other receptacles for their collection. Drivers shall monitor and approve of all "free-fare" passes, such as those used by disabled and elderly residents.

All drivers must also enforce fare collection eligibility requirements. Passengers refusing to pay the required fare shall be denied rider-ship. If such a denial might reasonably threaten the driver's security, rider-ship without appropriate fare shall be permitted; immediately thereafter, the driver shall radio the Dispatcher of the presence of an unauthorized rider and note this fact on his or her Driver's Log.

Passenger Counting - All drivers shall record all boarding passengers, whether paying by cash, transfer or riding free via pass, on the appropriate passenger-counting mechanism.

Transfers - All drivers shall sell and record intersystem transfers and shall sell or pass out, free of charge, intra-system transfers, according to the policies governing intra-system transfers established by the **City**. The money from the sale of these transfers shall be deposited in fare boxes along with other revenues collected. Further, all drivers shall accept and record both intra- and intersystem transfers and shall store them in the appropriate receptacles.

Record-Keeping - All drivers shall complete a Driver's Log for each run throughout the operating day. Drivers shall complete the Vehicle Check-out Form, to be provided by the **Transit Contractor,** and all other forms as may be required by the **Transit Contractor.** Such forms shall never be filled out while the vehicle is in motion, or in the traffic stream awaiting motion. The Driver's Log shall include, at a minimum, the following information:

• Arrival and departure times at the system's focal point;

• All incidents or accidents requiring the driver's services, attention or involvement;

• Reasons for any and all lateness in violation of the performance standards set forth in Section 7 of this Agreement; and

• The driver's name, beginning and ending times of his/her shift and beginning and ending mileage of the vehicle.

Reporting Accidents and Incidents - Following each accident or incident, all drivers must completely fill out the appropriate forms (to be provided by the **Transit Contractor,** reviewed and approved by the **City**).

Accident Reports must be filled out immediately following the accident, while the driver is awaiting a replacement vehicle, except when the driver must assist passengers or attend to other matters related to the accident or its aftermath (e.g., radioing the Dispatcher, recording information about the other vehicle or pedestrian involved, informing passengers that a replacement vehicle will soon be arriving, etc.). Incident Reports shall be filled out during vehicle recovery or Idle Time (i.e., at the end of a run) or during idle periods (e.g., at the Compton Transit Center station, at stops when the vehicle has arrived in advanced of its schedule, etc.). All drivers shall submit all accident or incident reports to their supervisors at the earliest possible opportunity at the end of their work shift.

Radio Communications with Dispatcher - All drivers must maintain constant radio communications with the Dispatcher, and must obey the Dispatcher's instructions at all time.

Reporting Complaints to Site Supervisor or other Management Personnel – All drivers must note passenger complaints on forms provided for such by the **Transit Contractor,** and must submit all such complaints to the Site Manager or Supervisor during, or at the end of their work shift.

Identification and Appearance - All drivers must wear a uniform identifying them as a Compton Transit Driver, and must wear identification, including the driver's name, number or other identification notation. Drivers must be neat and clean, notwithstanding the compromises to this that stem from the performance of their responsibilities under this Agreement.

Sobriety - All drivers must be sober, drug-fee, and free from the smell of alcoholic beverages and cigarette smoke. Smoking or drinking shall not be permitted on vehicles at any time, including during the Idle Time or Deadhead Time.

Transit Contractor shall be in compliance with the US DOT Drug and Alcohol testing program as outlined in 49 CFR parts 653 & 654 and 49 CFR part 40, and shall provide the **City** with the results of its drug and alcohol testing program on an annual basis. Annual reports of its employees test results shall be due to the **City** no later than March 1 of each contract year. These test results shall cover January 1 to December 31 of the previous calendar year.

Transit Contractor shall review a current Department of Motor Vehicles (DMV) report on all of its bus operator applicants and shall reject any with three or more moving violations within the past two years or any with one (1) DUI violation within the past five years. **Transit Contractor** shall require that all vehicle operator applicants submit employment history dating back 10 years which describes fully the reasons for leaving each job.

Section 503: Driver Qualifications and Training

All drivers must possess a valid California Commercial Driver's License with an accompanying medical examiner's certificate, and any other licenses or permits required by applicable Federal, State or local statutes or regulations pertaining to the operation of vehicles under this Agreement.

All drivers assigned to the operation of a vehicle under this Agreement shall have received training in the following areas, either from the **Contractor** or from an individual or organization acceptable to the **Contractor**:

- Defensive driving
- Cardiopulmonary Resuscitation (CPR)
- Emergency first aid
- Passenger handling and care
- Wheelchair lift operation
- Handling of, and sensitivity to, disabled persons
- Vehicle handling and care
- Record-keeping
- Radio procedures and codes
- Service area orientation

Any driver not familiar with a route to which he or she is assigned must first serve an on-board apprenticeship for the route, to include a minimum of one run as an observer and two runs as a driver, with a supervisor present to observe the driver's operation of the vehicle and adherence to the route and other system parameters.

Before providing service under this Agreement, each driver must submit to and pass a drug-screening test administered by the **Transit Contractor** or its agent. Any driver of a vehicle involved in an accident must receive a drug-screening test to be administered as soon as possible after the accident in accordance with the regulations promulgated by the Federal Transit Administration.

Section 504: Driver Compliance with Applicable Laws and Regulations

All drivers providing service under this Agreement shall perform their responsibilities within this Agreement in accordance with all laws, regulations and governing labor practices, including provisions for maximum "spread time" and other laws relating to driver safety, comfort and performance.

Section 505: Project Manager

The **Transit Contractor** shall assign a Project Manager to supervise and direct the **Contractor's** performance of all responsibilities described in this Agreement. The Project Manager or a designated substitute shall be accessible to representatives to the **City** at all

times, within a reasonable period of notification or verbal request. The **Contractor** must identify the person it intends to occupy that position.

Section 506: Site Supervisor

A full-time Site Supervisor shall be assigned to monitor and supervise the operation. In addition to the Site Supervisor's other responsibilities, he or she must be present either at the system's focal point (Compton Transit Center) or on a route or a vehicle, Monday through Friday, from 7:30 a.m. to 9:30 a.m. and from 2:00 p.m. to 3:30 p.m. The **Contractor** must identify the person it intends to occupy that position. In addition, the **Contractor** must also identify the person(s) it intends to occupy Maintenance Manager and Operation Manager positions.

Section 507: Dispatcher

The **Transit Contractor** shall have trained dispatch personnel to be in constant radio contact with drivers of all vehicles operated in service under this Agreement. In addition to maintaining routine contact with vehicles, dispatch personnel shall:

- Handle emergency situations, instructing drivers what to do, and what not to do according to their best judgment under the circumstances.

- Contact emergency agencies and organizations, such as police, fire departments, paramedics, hospitals, etc.

- Contact **Transit Contractor** supervisors in the event of serious problems (accidents, seizures, violence, earthquakes, strikes, etc.).

- Monitor driver performance and adherence to schedules.

Section 508: Supervisorial and Management Responsibilities

The **Transit Contractor** shall be responsible for the following:

Dispatching and Supervision: **Transit Contractor** shall provide all facilities, support equipment, supplies and personnel necessary to carry out and sustain efficient, effective dispatching and supervisory oversight of the Compton Renaissance service. **Transit Contractor** shall have a minimum of one road supervisor, with a route service truck, equipment and supplies, available at all times during the Compton Renaissance service hours of operation. Further, **Contractor** must have a dispatcher or supervising employee available by telephone and radio at all times that the Compton Renaissance buses are in service. The supervising employee may be a dispatcher, operations or maintenance supervisor, or other management employee; however, this employee must be assigned at least part of the time to providing the transit service.

Recruiting: The **Transit Contractor** shall seek out qualified, and wherever possible, experienced drivers and other support staff with accident-free and violation-free driving records. In all cases, the **Transit Contractor** must be able to demonstrate that it has made "special efforts" to recruit drivers meeting its standards and conforming to the priorities established in this subsection, who reside within the City of Compton. Such "special efforts" shall include, but not be limited to:

- Publication of notices in local press
- Advertisement in local media - posting of notices in public places
- Notification in local unemployment offices

Hiring/Firing/Discipline/Promotion/Demotion: The **Transit Contractor** shall maintain and conduct a formal personnel program, with carefully established procedures for performance evaluation, disciplinary action and dismissal, as well as standards for promotion and demotion. Hiring efforts should include strong and formal affirmative action efforts, and preference should be placed on hiring bilingual drivers whenever possible, commensurate with other hiring criteria and driver qualifications.

Should the **City** identify a driver whose conduct, attitude or demeanor is not consistent with the general quality and standards of this Agreement, the **City** shall have the right to ask the **Transit Contractor** in writing to remove the driver from service. Upon such a request, and subject to mutual agreement by the **Contractor**, the driver shall be removed within two weeks, except that such removal shall be immediate if the driver's conduct reasonably threatens, or may be expected to threaten, the safety and/or security of any passengers.

Training: The **Transit Contractor** shall be responsible for providing training, or ensuring that drivers have reviewed and successfully "passed" such training, as defined in Section 503 above. Drivers must have received ALL elements of training before being assigned to the operation of a vehicle in Passenger Service under this Agreement, except that a portion of the following types of training may be provided "on-the-job" if and only if, supervised by a qualified driver throughout the training period:

- Sensitivity training
- Record-keeping
- Radio procedures and codes
- Service area orientation

Scheduling* of *Vehicles and Assignment* of *Drivers: All vehicles should be assigned to either deployment, preventive or ad hoc maintenance, or positioned as "spare vehicles."

Scheduling* of *Back-up Drivers: The **Transit Contractor** shall maintain a roster of qualified "back-up" drivers who are "on call" and who are trained to perform the service and who are familiar with the routes to be driven. The **Transit Contractor** may also utilize drivers from other services operated by the **Contractor** as "back-up" drivers as long as they are trained to perform the service and who are familiar with the routes to be driven. The **Contractor** shall institute a procedure whereby drivers unable to work must inform the Site Supervisor or other management personnel before a certain time, permitting the management to replace him or her with a back-up driver. All back-up drivers must report for duty and begin service on schedule.

Collection and Transfer* of *Fares; Transfer Coupons: On a daily basis, the **Transit Contractor** shall remove the vaults from each fare box, collect and transfer the fares to the City Treasurer (or other agent designated by the **City**) for counting. Also on a daily basis, all transfers collected shall be organized in batches by route and kept for a period of at least one month following the day of service on which they were collected. Unless transfers for specific days are requested by the **City**, the **Transit Contractor** shall turn over to the **City** the batched

transfers for two weekdays each month, along with the billing and other administrative forms and reports submitted monthly.

In collecting and monitoring fares, the **Transit Contractor** shall use only those fare boxes dedicated solely to the **City** and none other. Nor shall fare box vaults dedicated to the **City** be used in fare collection efforts for other cities or systems. Should vaults become filled, the **Transit Contractor** shall pull the first vault and install a second for completion of the route's operation for that day.

Log Review: The Site Supervisor, or in his or her absence, other management personnel shall review Driver's Logs daily. After being reviewed, logs shall remain on file with the **Transit Contractor** for a period of not less than 90 days, and shall be subject to inspection by the **City** at any time during normal business hours. Review of Driver's Logs shall include, but not be limited the following:

- On-time performance
- Incidents
- Complaints

Information from the log review should form the basis for the Daily Summaries and Monthly, Quarterly and annual Reports submitted by the **Transit Contractor** to the **City**.

Daily Summaries: On a monthly basis and in conjunction with billing and other administrative submittal, the **Transit Contractor** shall compile and submit copies of Daily Summaries containing, at minimum the following information, desegregated by route:

- Number of unlinked passenger trips, by type of fare payment including transfers.

- Number of vehicle miles of service operated.

- Number of vehicle hours of service operated.

- Number of "late" vehicles, missed runs, and other violations of the performance standards specified within this Agreement.

- Copies of incident reports.

- Summary of complaints reported by drivers (both from passengers and about passengers).

- Any videotapes of any incidents of concern to drivers.

- Other information about the system which the **Transit Contractor** would like the **City** to address.

Monthly, Quarterly and Annual Reports: The **Transit Contractor** shall submit to the **City** on a monthly, quarterly and annual basis, reports summarizing the information contained in Daily Summaries. Of particular importance is the identification of levels of performance with respect to the service standards specified in this Agreement. Detailed, desegregated information contained in Daily Summaries need not be presented again in desegregated form in

these Summaries and Reports. Forms for use in preparing Daily Summaries and compiling Monthly, Quarterly and Annual Reports will be provided by the **Transit Contractor**, reviewed and approved by the **City**. The **Contractor** shall also submit to the **City** DBE reports and EEO/Affirmative Action reports.

Monitoring and Supervision* of *Driving and Maintenance Personnel: The **Contractor's** Site Supervisor shall supervise and monitor the performance of all driving personnel engaged in service under this Agreement. In addition, the Operations or Project Manager or other management personnel shall supervise and monitor the performance of and records pertaining to all maintenance of vehicles used in the performance of service within this Agreement. Driver performance must conform to the standards set forth in this Agreement. Driver performance must conform to the **Contractor's** established standards for maintenance, as well as comply with CHP, Federal and other regulations and requirements associated with maintenance, including those specified by the vehicles' manufacturers.

Preparation and Submittal* of *Accident and Incident Reports: The **Transit Contractor** shall submit copies of all incident and accident reports submitted by drivers, and shall in addition submit comprehensive reports involving all accidents and any serious incidents, prepared by the Site Supervisor and/or Operations or Project Manager or other management personnel following his or her investigation of such accident or incident. Information about all accidents and about major incidents shall be conveyed by telephone to the **City** immediately following the **Transit Contractor's** knowledge of such, but in no case later than early morning on the first working day following the accident or incident. Such verbal reports shall be followed by the required written reports, which shall be submitted within three (3) working days following the accident or incident.

In the event of an accident, the **Transit Contractor** shall comply with all applicable State laws, rules and regulations.

Invoicing and Billing: The **Transit Contractor** shall invoice the **City** for all service performed under this Agreement on a monthly basis. Invoices should document the number of Vehicle Service hours provided, and be accompanied by all reports and summaries identified and described in this subsection. Invoices shall be submitted within five (5) working days following the last day of service in any given month in order for payment by the **City** to be made within its next regular payment cycle. **City** shall pay the Transit Contractor within 30 days, or as promptly as fiscal procedures may permit, on receipt of **Contractor's** invoice.

Dispatching and Radio Communications: All vehicles used in the performance of service under this Agreement shall contain functioning two-way radios. All vehicles shall remain in constant radio contact with the **Contractor's** Dispatcher via an open radio channel (which may be shared with other vehicles and systems under the **Contractor's** control) and all pertinent information regarding operation and/or any problems involved in the provision of service (including running more than five minutes behind schedule) shall be communicated to the Dispatcher.

Videotaping: Each vehicle used in service under this Agreement shall contain a functioning videotape unit mounted in the front of the passenger compartment. Each vehicle shall maintain a functioning recording unit with a panic/emergency button that will, when activated, record any unusual incidents, emergencies or individuals exhibiting suspicious or threatening behavior. All tapes shall be turned in to the Site Supervisor, Operations or Project

Manager or other management personnel, sorted by route and operating period and maintained for one week.

Videotapes for a given route and time segment may be requested by the **City**, and if so, shall be turned over to the **City**, except that such request must be made by the **City** within one week of the date on which the video was made.

An inoperable videotape machine shall be cause for pulling a vehicle out of service and replacing it with a spare vehicle equipped with an operable videotape machine, or for replacing the failed videotape machine.

Submittal* of *Complaints: The **Transit Contractor** shall submit all complaints by drivers regarding operating conditions, policy problems, specific passenger, etc., to the **City** on a regular basis. In addition, the **Transit Contractor** shall submit to the **City** all complaints received by passengers, which the **Transit Contractor** cannot address, or which it feels it is not obligated, entitled or compensated to address.

Coordination Arrangements: The **Transit Contractor** shall respect and honor any and all coordination arrangements made by the **City** between its transportation system and any other transportation systems, public or private. Such arrangements shall include, but not be limited to:

- Accepting transfers as full or partial payment of fares.

- Selling transfers for service on other systems.

- Modifying schedules and dwell times (at the **City's** instruction) to accommodate other systems.

- Sharing bus bays at Metro Rail Stations, transfer terminals, park-in-ride lots or other multi-modal facilities.

- Respecting the operating needs of other transportation systems, to the degree that they do not interfere with the Contractor's provision of service or performance of other responsibilities as described within this Agreement.

Monitoring Vehicle Check-outs: The **Contractor's** Site Supervisor and/or Operations or Project Manager or other management personnel shall monitor the performance of vehicle check-outs by all drivers, review vehicle check-outs on a daily basis, and submit copies of forms noting any problems requiring maintenance attention to the appropriate maintenance personnel. The presence of any item which might reasonably prove to be, or develop into, a safety hazard shall be cause for immediate removal from service of the vehicle in question and its replacement with a spare vehicle.

Monitoring Driver Sobriety: To the best of his/her ability, the Site Supervisor and/or Project Manager or other management personnel shall observe each driver at the beginning of each shift and confirm each driver's ability to operate the vehicle safely and alertly.

6. VEHICLES, MATERIALS AND EQUIPMENT:

Section 601: Vehicles

Revenue Vehicles: The **City** shall provide sufficient revenue vehicles, including spares, for use by the **Contractor** in providing the services required under the Contract. The vehicles provided by the **City** shall not be used for any non-revenue purposes with the exception of training.

Initial Inspection and Condition Upon Return: Prior to the Commencement Date, the **Contractor** shall participate with the **City** in an acceptance inspection of the revenue vehicles for purposes of establishing the overall condition of the revenue vehicles as of the time the **Contractor** commences work under the Contract. Following the Commencement Date, the **Contractor** shall assume responsibility for maintenance and repair of the revenue vehicles in accordance with this Contract. Upon termination of the Contract (for whatever reason), the **Contractor** shall warrant the revenue vehicles to have been properly serviced, maintained, and in good repair, and shall return such vehicles to the **City** in sound mechanical condition, subject to ordinary wear and tear.

Spare Ratio: The **City** will supply the **Contractor** with a sufficient number of revenue vehicles in order to provide a 10 percent spare ratio. The **Contractor** will then be responsible for maintaining a spare ratio of 10 percent throughout the Contract term.

Non-Revenue Vehicles: The **Contractor** shall provide all other vehicles for supervision, towing, repair, and any other purpose as services under the Contract may require. The vehicles, supplied by the **Contractor**, must not exceed two years of age or 50,000 miles on the Commencement Date. The **Contractor** shall provide and maintain at least two fully operational ADA accessible non-revenue vehicles. The **City** reserves the right to reject any vehicle supplied by the **Contractor** that does not adequately satisfy the **City's** quality standards.

Section 602: Maintenance

Vehicle Maintenance Standards: The **Contractor** shall, at all times during the contract term, comply with the mechanical, safety, and appearance standards set forth by the California Department of Transportation. The **Contractor** shall, at its sole expense, cause all components of each revenue vehicle and non- revenue vehicle, including body, engines, transmissions, tires, frame, furnishings, mechanical, electrical, pneumatic, hydraulic, or other operating systems, to be maintained in proper working condition and free from damage and malfunction. The **Contractor** shall, at its sole expense, cause any such vehicle damaged in any accident or otherwise to be repaired or replaced. In the case of damage impairing the safe mechanical operation or proper appearance of the vehicle, such replacement must be made immediately. At a minimum, **Contractor**-supplied vehicles must be maintained using the same preventive maintenance, graphic, and cleanliness standards as the **City**-provided revenue vehicles.

Vehicle Appearance: The **Contractor** shall be responsible for maintaining the appearance of all revenue vehicles and non-revenue vehicles. All vehicles must be kept clean including, but not limited to, the following actions: the exterior (including front and rear) must be washed at least 3 times a week; interiors must be swept or vacuumed daily; all dirt, debris, graffiti, and trash must be removed daily; and any worn, broken, cut, torn or vandalized components that are visible, or accessible by the public, must be repaired or replaced promptly to eliminate hazards, minimize discomfort, and/or maintain appearance. The monthly cleaning

procedure must include, but need not be limited to, all areas of the vehicle including bumpers, wheels, aluminum wheels, windows, panels, and seats.

Inspections: Each revenue vehicle and non-revenue vehicle must receive a daily pre-trip inspection by the operator prior to being placed in service and at each change in operators. Daily pre-trip inspections must be supplemented by regular time and mileage maintenance inspections to ensure safe and proper operating condition of vehicles. A record of all such inspections shall be kept by the **Contractor** and be available to the **City** as part of the scheduled operations report. The **Contractor** shall maintain a satisfactory California Highway Patrol (CHP) terminal inspection throughout the term of the Contract. If the **Contractor** receives an unsatisfactory rating from CHP, the **Contractor** shall so notify the **City** by telephone and in writing immediately and shall identify steps which will be taken to correct any deficiencies. If any revenue vehicle is shut down by a cognizant authority, including the **City**, as a result of an unsatisfactory rating by CHP, the vehicle subject to the shut down shall not be operated and liquidated damages of $1,000/day/vehicle shall be assessed, until a satisfactory inspection report is obtained. If the vehicle is shut down by CHP due to a defect, which the **City** agrees was due to the manufacturer, the liquidated damages shall not apply.

The **City** reserves the right in its sole discretion to review maintenance records, and to inspect and reject temporarily or permanently, by notice to the **Contractor**, any vehicle the **Contractor** utilizes which the **City** deems unacceptable. In the event any revenue vehicle is rejected temporarily by the **City** as a result of deficient vehicle condition or appearance, liquidated damages in the amount of $750/day/vehicle shall be assessed, until the condition is corrected by the **Contractor** to the satisfaction of the **City**. In the event any revenue vehicle is rejected permanently by the **City** as a result of vehicle condition, the **Contractor** shall replace such vehicle and will be assessed liquidated damages in the amount of $750/day/vehicle, until such vehicle is replaced by the **Contractor** with one that is satisfactory to the **City**.

Preventive Maintenance: The **Contractor** shall perform routine preventive maintenance inspections and servicing at intervals of 6,000 miles or the recommended vehicle manufacturer's specifications, whichever is lower. The **Contractor** shall also conduct more extensive inspection and servicing at 12,000 mile intervals or as specified by the transit vehicle manufacturer, whichever is lower. The **Contractor** shall conduct an annual or 48,000 mile preventive maintenance inspection containing all items required by the component manufacturer. In no event shall the **Contractor** be more than 500 miles late in any preventative maintenance inspection. The **Contractor** shall submit weekly summaries of preventative maintenance inspections to the **City**. The **Contractor** shall also conduct weekly brake/safety inspections.

Fluid Analysis: As part of its maintenance program, the **Contractor** shall participate in the **City's** fluid analysis program. At the appropriate times, the **City** personnel will retrieve samples of the required fluids and have them analyzed at a facility selected by the **City** at the **Contractor's** expense. The fluids covered by this program and the applicable requirements are as follows:

- Engine Oil shall be analyzed in advance of each preventive maintenance inspection, as directed by the **City**, and each unscheduled oil change.

- Transmission fluid shall be analyzed each time it is drained and replaced, in accordance with the applicable schedule.

- Fuel, Coolant and Differential Fluid shall be analyzed at intervals determined by the **City**.

- Synthetic Oils shall be analyzed in accordance with a schedule determined by the **City**.

Synthetic Lubricants: The **Contractor** shall, in consultation with the **City**, implement a program for conversion to the use of synthetic lubricants in the revenue vehicles, including transmission fluid, engine oil, differential fluid, and hydraulic fluid. The **Contractor** shall obtain the **City's** advance approval of any synthetic lubricants it intends to use in the revenue vehicles and any changes in the **City**-approved synthetic oil program.

Record Keeping: The **City** may provide an automated Vehicle Maintenance Management System (VMMS) to be used as a stand-alone system or in addition to the **Contractor's** standard vehicle record keeping system. The VMMS shall be used to record, monitor, and report on all vehicle maintenance, inspections, parts utilization, fueling, and repair activities and will be directly interfaced to the **City's** computer system. All of the required data will be entered into the VMMS system by the Contractor on a weekly basis.

Applicable Codes and Regulations: The **Contractor** will be responsible for assuring that vehicles utilized in service under the Contract shall be safe for operation on public streets and freeways and meet all requirements of the California Vehicle Code. All parts of vehicles and all equipment mounted on or in the vehicles shall conform to the California Vehicle Safety Standards, California Administrative Code, Title 13, the Americans with Disabilities Act (ADA), and the CHP Motor Carrier Safety Regulations. Each revenue vehicle is required to be inspected at least annually by CHP. The **City** shall be notified of inspections performed by any other governmental agency, which meets or exceeds the criteria for inspection established by the CHP. Results of such inspections shall be transmitted to the **City**, and any applicable signed certification shall be displayed or carried on the vehicles.

Response Times and Actions: In the event of a trouble call, the **Contractor** shall be expected to promptly dispatch a substitute revenue vehicle and to call a tow truck (if appropriate). The maximum response time (i.e., the time between the receipts of a trouble call until the arrival of a substitute vehicle) shall be one hour. The **City** reserves the right to establish additional criteria regarding the reliability of the **Contractor's** response in the event of breakdowns.

The **Contractor** shall remove any vehicle disabled by accident, mechanical problems, or any other reason, from the scene within 1 1/2 hours after the first report. If the vehicle must be towed, the full vehicle must be covered by a tarpaulin or other means.

Permits and Fees: Licensing fees from other governmental entities which are specifically required for revenue vehicles operated in service under the Contract (except DMV vehicle licenses) will be paid by the **City**.

Section 603: Warranty and Repairs

Responsibility: The **Contractor** shall be responsible for the exercise and enforcement of all warranties relating to the revenue vehicles and to all systems, components,

and subcomponents thereof, and shall also be responsible for taking all available actions to assure that all warranty covered repairs are performed in a timely fashion.

Notice of Defects: If the **Contractor** detects a defect or malfunction within the applicable warranty period, the **Contractor** shall promptly notify the **City** of the actions it is taking to enforce the warranty. Following commencement of the warranty repair process, the **Contractor** shall promptly notify the **City** of any disagreements or disputes with the equipment manufacturer or supplier regarding warranty coverage.

Training: The **Contractor** shall assure that all appropriate maintenance personnel receive a training class on warranty procedures for the revenue vehicles and all systems, components and subcomponents thereof.

The City Role: The **City** agrees that it will take whatever actions may be appropriate to assist the **Contractor** in assuring timely warranty repairs and resolving any warranty disputes. Upon request of the **Contractor**, the **City** will directly contact the equipment manufacturer or supplier to pursue the prompt resolution of warranty issues.

CNG Responsibilities: The **Contractor** shall be responsible for the safe, efficient, and effective operation, maintenance, and fueling of the **City** CNG revenue vehicles. The **Contractor** shall ensure that all appropriate personnel are adequately trained in the operation, maintenance, and fueling of CNG vehicles.

In providing services under the Contract, the **Contractor** shall comply with all aspects of its CNG Management Plan, including its CNG training plan and its CNG fuel island safety procedures. In addition, the **City** reserves the right to require additional training as may be appropriate, including refresher CNG training.

The **Contractor** shall provide a report to the **City** at least twice each month during the contact term that identifies any issues or problems that have arisen in connection with the operation or maintenance of the CNG vehicles.

Section 6.04 Materials and Equipment

The **Contractor** shall be responsible for the proper maintenance and repair of all materials and equipment used to provide services under the Contract.

Communications Equipment: The **City** shall provide a two-way mobile communications system in each revenue vehicle. The **Contractor** is responsible *for* all air time costs, and also responsible *for* providing additional radios as necessary to link all supervisor vehicles, revenue vehicles, dispatching facilities, maintenance facilities and vehicles, supervisory personnel, and the **City** in a communication network. The communications system shall enable operators to communicate directly with a dispatcher during revenue service hours. The **Contractor's** dispatcher must have direct access to a telephone at all times.

The radio communication system must cover, without dead spots, the routes of services, storage and maintenance facilities, and the dispatch location. Any re-installation of radios or installation of new radios in the **City** vehicles will be according to the vehicle manufacturer's recommendations and will be subject to the **City** approval. The **Contractor** is responsible for maintaining the radio system in good operating condition and making any necessary repairs.

Fare Collection Equipment: The **City** shall provide a complete fare box and related fare collection equipment in every revenue vehicle. The **City** shall also provide a vault, probing unit, computer, and other necessary equipment. The **Contractor** is responsible for the probing, at the end of daily revenue operation, both the fare box and Debit Card Validator (where applicable) on every revenue vehicle used, and for ensuring that the data received is accurate and timely. The **Contractor** is required to repair and maintain the fare boxes and all related fare collection equipment. The **Contractor** is also responsible for the proper operation, training, and maintenance of all diagnostic equipment and spare parts.

Tires: The **Contractor** shall be responsible for providing (through purchase or lease) all tires and spares for all revenue and non-revenue vehicles. The **Contractor** shall be responsible, at the end of the contract term, for returning the revenue vehicles with tires that meet the following standards:

(1) Front axle. Tires shall have a tread depth of 12/32" minimum. Recapped or regrooved tires are not acceptable.

(2) Rear axle. Tires should have a tread depth of 8/32" minimum. The tire height between two tires on the same hub should not vary more than 3/32".

(3) Tires with cuts, grooves, or evidence of curb damage (past the manufacturers rub bars) are not acceptable.

Destination Signs: The **Contractor** shall perform required maintenance to ensure constant display on all vehicle destination signs. As specified in writing by the **City**, the **Contractor** shall from time to time revise destination sign readings to reflect route changes or other relevant service information.

Supplies and Miscellaneous: At its sole expense, the **Contractor** shall provide, and maintain stores of, lubricants, spare parts, and supplies necessary for the orderly maintenance and operation of revenue vehicles. The **Contractor** shall properly store and dispose of all materials, without limitation, required in the operation of the services under the Contract.

Identification and Markings: All vehicles used in service under this Contract shall be identified by a distinct color scheme for each route and a logo established by the **City**. Back-up vehicles shall also be so marked or shall display magnetic signs bearing the appropriate route colors and the logo while deployed in Passenger Service. Vehicles shall also display other information by the **City**, if the **City** chooses to include such markings, such as “Funded by the City of Compton”.

Unless authorized by the **City**, the **Contractor** shall not mark, or post upon the exterior or interior of any vehicle used in service within the Contract, any form of advertising. Should the **City** choose to post advertising in the vehicles, the **City** shall reimburse the **Contractor** for the costs of installing such advertising, and any revenues derived from the sale of such advertising shall accrue to, and only to, the **City**.

Maintenance and Cleaning: All vehicles used in the provision of service under the Contract, whether regularly deployed or used as spare vehicles, shall be regularly maintained in accordance with the manufacturer's or vehicle converter's recommended procedures, including compliance with all intervals specified for inspection, testing, replacement and/or reconditioning of all subsystems, components and fluids. Maintenance records for all vehicles used in the performance of service under this Contract shall be maintained for a period of three years by the **Contractor**, and shall be subject to inspection by the **City** of its designated agents at any time during normal business hours. Vehicle exteriors shall be cleaned at least two times each week, and interiors cleaned at least once each week.

Condition and Satisfaction of Legal Requirements: All vehicles must be in sound working order, and must otherwise comply with all existing Federal, State and local statutes, ordinances, rules and regulations pertaining to the safe operation of such vehicles. They must be duly registered and licensed for passenger operations by the State of California. The **Contractor** shall provide the **City** with such documentation and certifications as may reasonably substantiate the **Contractor's** compliance with these requirements.

7. PERFORMANCE STANDARDS:

In providing the service described within this Agreement, the **Transit Contractor** shall adhere to the following service standards:

OPERATING PERFORMANCE STANDARDS

The **Contractor** is required to attain certain levels of performance. Penalties outlined herein are intended by the **City** to establish some measurable objectives for service quality and **Transit Contractor** performance. Failure to achieve the performance levels, as outlined in this section, may result in assessment of penalties and potentially, in the termination of the Contract pursuant to the termination provisions herein. The **Contractor** shall strive at all times to provide service in a manner that will maximize productivity and at the same time maximize the responsiveness and quality of service to the customer. Since the **City** recognizes that some times, responsiveness and quality of service to the customers may conflict with required productivity, the **City** therefore has established the following performance standards.

Section 701: Vehicles

Vehicles shall be operated with due regard for public safety, comfort, and convenience of passengers and the general public.

Section 702: Service

Services shall be provided as scheduled or according to any adjusted schedule established by the **City**, including route modifications required as a result of a declared emergency. The **Contractor** shall strive to maintain on-time performance; however, the **Transit Contractor** shall not be held responsible for the failure to provide on-time service due to weather or traffic conditions, vehicle malfunctions that are clearly beyond the **Contractor's** control, naturally occurring disasters, or other reasonably unpredictable situations, if sufficient documentation is provided to the **City** on a timely basis.

Section 703: Incentives

Adherence to Schedule:

a. A service route is required to be on time within a 5-minute window (0-5 minutes late) for 95% (ninety five percent) of the trips in a month.

b. On-time performance checks shall be made by the **City** using three random sample days per month. **Transit Contractor** must meet or exceed the standard in the three samples.

Section 704: Preventable Accidents

The **Contractor** shall strive to achieve zero preventable accidents during each month, as determined through the use of National Safety Council Standards (where an accident shall be defined to include any injury accident or incidents with property damage in excess of $100).

Section 705: Fare Collection

It will be the responsibility of the **Transit Contractor** to oversee the collection of fares and to make sure all fare media is honored as required by the **City**. The **City** shall at all times make available to the **Transit Contractor** a complete list of tariffs, indicating what type of fare is to be collected from each type of passenger.

Collection and Transfer of Fares; Transfer Coupons: On a daily basis, the **Transit Contractor** shall remove the vaults from each fare box. The **City** will collect and transport the fared to the City Treasurer's Office (or other agent designated by the **City**) for counting. The **City** will provide additional vaults for the purposes of handling fare box revenue. Also on a daily basis, all transfers collected shall be organized in batched by route and kept for a period of at least one month following the day of service on which they were collected. Unless transfers for specific days are required by the **City**, the **Transit Contractor** shall turn over to the **City** the batched transfers for two weekdays each month, along with the billing and other administrative forms and reports submitted monthly.

In collecting and monitoring fares, the **Transit Contractor** shall use only those fare boxes dedicated solely to the **City** and none other. Nor shall fare box vaults dedicated to the **City** be used in fare collection efforts for other cities or systems. Should vaults become filled, the **Transit Contractor** shall pull the first vault and install a second for completion of the route's operation for that day.

Section 706: Specific Criteria for On-Time Performance

- Ninety five percent (95%) of all scheduled runs must be made.
- Under no circumstances shall a vehicle depart from its scheduled stop earlier than the scheduled departure time.
- Ninety percent (90%) of all peak-period runs must begin within five (5) minutes of their scheduled start times, and must not arrive at any scheduled stops throughout the route more than five (5) minutes late.
- Ninety-five percent (95%) of all off-peak runs must begin within five (5) minutes of their scheduled start times, and must not arrive at any scheduled stops throughout the route more than five (5) minutes late.

- Under no circumstances must drivers ever exceed posted or otherwise understood speed limits.

All drivers must carry reasonable reliable watches or timepieces, and these must be synchronized within two minutes of the actual time at the beginning of each operating day. The following circumstances shall fully relieve affected drivers from adherence to these standards:

- Emergencies
- Inclement weather
- Excessive traffic congestion (including "Christmas Week") or civil disorder
- Passenger incidents (behavior problems, etc.)
- Accidents
- Gang violence, or the threat thereof
- Strikes
- Unavailability of fuel
- Vehicle break downs
- Unavailability of spare parts
- Severe overcrowding
- Closure of roads
- Delays by trains

The **Transit Contractor** must notify the **City** in writing when the above circumstances interfere with its ability on a given operating day to meet the on-time performance standards specified in this Agreement.

Section 707: Passenger Assistance and Lift Operation

All drivers must provide reasonable assistance to all passengers at all times, as specified in Section 502. This shall include, at a minimum, assistance to all wheelchair occupants and other disabled passengers, and informational assistance to passengers.

Section 708: Route and Schedule Adherence

Unless instructed otherwise by the **City** or by the **Contractor's** Dispatcher under extraordinary circumstances, no vehicle shall deviate from the route or schedule to which it is assigned. Speeding and other illegal or unsafe measures shall under no circumstances be allowed as a means to ensure conformity to routes and/or schedules. When such deviations occur, they shall be treated as "Incidents" as defined within this Agreement and shall require written reports submitted to the **City** in accordance with the appropriate sections of this Agreement pertaining to the treatment of incidents and incident reporting.

Section 709: Courtesy and Cooperation

All **Contractor's** personnel engaged in providing service under this Agreement shall cooperate and behave in a courteous and helpful manner at all times, to the degree reasonable and possible. The Project Manager and Site Supervisor shall constantly monitor and reinforce courteous and cooperative driver behavior.

8. REPORTING. ACCOUNTING, AUDITING:

Section 801: Maintenance and Inspection of Records

With the exception of Daily Summaries, Driver's Logs, Transfers, and other raw data and summaries which are later consolidated into other reports, all records, reports, documents, analyses and administrative materials submitted to the **City** or otherwise used by the **Transit Contractor** for administrative or planning purposes shall be maintained by the **Transit Contractor** for a period of at least three years, and shall be made available for review by the **City** or its designated agents at any time during normal business hours on the premises of the **Transit Contractor** where such records and other information are stored.

Section 802: Daily Logs

All drivers providing service under this Agreement shall be required by the **Transit Contractor** to maintain and complete a daily Driver's Log for each vehicle, which provides for the recording of the information delineated in Section 502 of this Agreement. Such Driver's Logs shall be reviewed daily by **Contractor's** personnel and shall be made available for inspection by the **City** or its designated agent upon request at the Transit Contractor's premises during normal business hours.

Section 803: Monthly Summaries and Reports

The **Transit Contractor** shall submit to the **City** each month, along with its invoices, a monthly summary report containing the information obtained from Driver's Logs/Stop Sheets and other **Transit Contractor** information collection mechanisms. Such monthly summaries shall include, but not be limited to the following information:

- Rider-ship totals desegregated by route and operating period.
- Number of accidents and "reportable" incidents, per route and operating period, plus copies of all accident and incident reports which may not have been previously tendered to the **City**.
- Transfer totals, both intra-system and inter-system desegregated by route.
- On-time performance summaries, according to the standards identified in, and required by, Section 7 of this Agreement.
- The number of road calls, by vehicle type and specific vehicle.

Section 804: Quarterly Reports

The **Transit Contractor** shall also submit quarterly reports consolidating the data on monthly reports and providing, in addition, any general comments on service problems or other issues which the **City** should consider in its efforts to improve service.

Section 805: National Transit Database (NTD) Annual Reporting

The **Contractor** shall complete the necessary forms required by the Federal Transit Administration (FTA) and submit them no later than 30 days after the end of the fiscal year. The Los Angeles County Metropolitan Transportation Authority (LACMTA) provides annual training to assist **Contractor** with the NTD reporting.

Section 806: Disadvantage Business Enterprise (DBE) Report

The **Contractor** shall prepare a quarterly DBE report, to be submitted no later than 30 days after the end of each quarter and an annual DBE report, to be submitted no later than 30 days after the end of the fiscal year. The report shall include (A) a listing of all DBE firms used; (B) the type of procurement in which DBEs were involved; and (C) a percent (by dollar amount) of purchases from DBE firms, as measured against all other purchases.

Section 807: Equal Employment Opportunity (EEO)/Affirmative Action Report

The **Contractor** shall maintain and implement an Equal Employment Opportunity/Affirmative Action Program and policy in accordance with FTA guidelines. The **Contractor** shall, no later than 30 days after the end of each fiscal year, prepare an EEO report which consists of the following:

- Work force Analysis for each job category;
- Job Group Analysis for each job category;
- Hiring Analysis for each job category;
- Promotional Analysis for each job category;
- Termination Analysis for each job category;
- Utilization Analysis that shows the ethnic and gender breakdown for each job category as well as indicated the short term and long term goals for achieving under-utilized minority groups; and
- Availability Analysis that compares the current workforce against the available workforce.

Section 808: Accounting

The **Transit Contractor** shall record all financial and administrative transactions involving the provision of service described within this Agreement in a separate set of records, clearly distinguishable from its other business transactions. Such records shall consist of a clear system of internal control, established in accordance with generally accepted accounting practices, and in compliance with all-relevant Federal, State and local statutes and guidelines. The recording of all such transactions related to the performance of services as described in this Agreement shall be provided in such a manner as to leave a clear audit trail. The **Contractor's** records of any such transactions related to this Contract shall be made available for review by the **City** or its designated agents at any time during normal business hours on the **Contractor's** premises.

Section 809: Audits

The **City** may at any time choose to audit the complete records of the **Transit Contractor** regarding the services provided within this Agreement. However, the **City** must notify the **Transit Contractor** at least two weeks in advance of such an audit and conduct the audit at the reasonable convenience of the **Transit Contractor** so as not to unduly disrupt or interfere with the **Contractor's** business. Costs for such an audit shall be borne entirely by the **City**, except that penalties and legal remedies resulting there from shall be paid for by the **Transit Contractor**, according to the verdict of panel of arbitration or a court of law, in such case as the **Transit Contractor** is found guilty of errors in calculations, misrepresentation or fraud.

9. RESPONSIBILITIES OF THE CITY:

Section 901: Establishment of Service Policies and Procedures

The **City** shall be solely responsible for establishing all policies relating to service, including but not limited to the following:

- Operating days and hours
- Frequency of service
- Fares and fare payment mechanisms
- Routes
- Stops
- Transfer policies
- Coordination with other transportation services

The **City** also may unilaterally change any service policies which have no significant affect on the **Contractor** performance of its responsibilities related to the provision of service as described within this Agreement, in good faith, to compensate for the differences in responsibilities and costs associated with the desired changes.

Section 902: Vehicles

The **City** shall provide six vehicles (consisting of three (3) new CNG, two (2) 2003 El Dorado National CNG buses and one bus for back up) to be used by the **Contractor** to operate the Compton Transit Service. The vehicles shall be licensed and registered with the **City**.

Section 903: Marketing and Outreach

The **City** shall be solely responsible for the marketing and advertising of the services provided by the **Transit Contractor** under this Agreement and for any outreach efforts, except that the **Contractor's** adherence to the provisions of this Agreement shall be considered essential elements of the overall marketing of service for which the **Transit Contractor** shall be held responsible. Of key importance among these elements are the conduct cooperation, expertise, helpfulness and appearance of the **Contractor's** drivers, and the quality and thoroughness of service monitoring.

Section 904: Monitoring, Inspection and Audits

Apart from service monitoring provided by the **Transit Contractor**, the **City** shall also monitor the quality and quantity of service, including but not limited to:

- Review of all data submitted
- Periodic review of Driver's Logs
- On-board and on-site monitoring of service
- Monitoring of vehicle maintenance and personnel practices and procedures
- Inspecting records and conducting audits of Contractor's records

Section 905: Determination

As part of the **City's** monitoring efforts, it shall measure the degree to which the **Contractor's** service is deficient according to the standards established for it in Section 7 of this Agreement, and shall calculate the liquidated damages at the amounts specified elsewhere in this Contract, if any, for such deficiencies and convey them in writing to the **Transit Contractor**. The **Transit Contractor** shall have a period of thirty (30) days to examine the claim of liquidated

damages, and during that time, shall have the right to present evidence that such claims are invalid or inaccurate. If the **City's** claim for liquidated damages is not disputed in writing by **Contractor** by the end of the thirty day (30) period, liquidated damages shall be deducted from the invoiced reimbursement of **Transit Contractor** one month following the month represented by the damages. Disputed claims shall be resolved by mutually agreed arbitration, mediation, or other alternative dispute resolution procedures. If the parties cannot agree to alternative dispute resolution the dispute shall be resolved in court by action of either party.

Section 906: Resolution of Complaints

It shall be the **City's** responsibility to resolve all complaints submitted to it by riders, non-riders or the **Transit Contractor**. The **City** shall have the responsibility to investigate any such complaints, and shall be entitled to full cooperation by the **Transit Contractor** in the resolution of such complaints. If it is found that the complaint is valid, and it can best or most effectively be addressed by the **Transit Contractor** (with the exception of the **Transit Contractor** exceeding its responsibilities as described within this Agreement), then the **Transit Contractor** shall be responsible to remedy the situation underlying the complaint. Included in this effort is the **City's** responsibility to resolve complaints about passengers and passenger behavior received from the **Transit Contractor**, rendering the rider-ship environment safe for the **Transit Contractor** and its personnel as well as for the passengers.

Section 907: Counting Fares and Verifying Fare Collection Efforts

The **City** or its designated agent (s) shall be responsible for counting fares delivered by the **Transit Contractor** daily, and for reconciling those fares with the records, for such submitted by the **Transit Contractor**. Should discrepancies be found between the actual fares collected and the records of such collection obtained by the **Transit Contractor**, the City shall have the responsibility of investigating the causes of such discrepancies, except that the **Transit Contractor** shall fully cooperate in such investigation.

10. LIQUIDATED DAMAGES:

Because of the nature of the services to be provided under the terms of this Agreement, it is agreed and understood by both parties that it would be impractical or extremely difficult to accurately quantify the actual damage to the **City** and its transportation system stemming from the failure of the **Transit Contractor** to provide services in accordance with the terms of this Agreement, or from the failure of the **Transit Contractor** to meet the service standards established in Section 7 of this Agreement. In no case will liquidated damages exceed $5,000 in any given month. **City** agrees to notify **Contractor** of any event which could lead to imposition of liquidated damages within 24 hours of **City** becoming aware of the event.

Therefore, in lieu of a determination of actual damages stemming from each failure, the liquidated damages cited below shall serve as proxies for such damages, and shall be deducted from the compensation due the **Transit Contractor** pursuant to Section 12 below.

Section 1001: Damages of $750 per Incident (maximum of $5,000 per month per type of accident).

Liquated damages of $750 shall be assessed and deducted for the following failures or occurrences:

- Failure to investigate driver problems and complaints which could reasonably be expected to create problems or hazards to passengers.

- Deployment of a vehicle which has failed a CHP inspection, or which has not been inspected in accordance with required inspection intervals.
- Failure to maintain the required liability insurance and failure to notify the City of such failure.
- Deployment of an unsafe vehicle with defects to include the following which should be easily detectable during the required vehicle check-out:
- Defective brakes and/or brake system.
- Bald tires

Section 1002: Liquidated Damages of $500 per Incident (maximum of 4 incidents of each type per month).

Liquidated damages of $500 per incident shall be assessed and deducted for the following failures or occurrences:

- Assignment of a driver known not to have a valid operator's permit/license for the vehicle type to which he or she was assigned.
- Failure to properly review drivers' records during the hiring process; such records to include DMV checks, criminal records and drug-testing results.
- Failure to have radio dispatch control of vehicles at all times (other than due to technical failure of radio equipment, repeater, transmitters, etc.)

Section 1003: Liquidated Damages of $50 per Incident (maximum of 4 incidents of each type per month).

Liquidated damages of $50 per incident shall be assessed and deducted for the following failures or occurrences:

- Failure to turn in fares for the previous day's operations by the next weekday (Monday through Thursday).
- Use of a non-**City** receptacle to collect and transport fare box revenue.
- Turning in revenue without proper and accurate route identification.
- Use of a **City** fare box vault in service for other cities or systems.

Section 1004: Liquidated Damages of $25 per Incident.

Liquidated damages of $25 per incident shall be assessed and deducted for the following failures and occurrences:

- Failure of any driver to wear his or her uniform.
- Failure to fill out Driver's Logs.
- Failure to clean the interior *and/or* exterior of the vehicles, as required.

Section 1005: Specific Performance Related Penalties and Liquidated Damages

Notwithstanding the above caveat, the **City** shall impose penalties on the following basis for failure to meet agreed-upon performance standards:

A. *Adherence to Schedule*

1. Early Departure. If a service trip departs a stop or checkpoint in advance of the scheduled departure time, the penalty shall be $100 (one hundred dollars) per occurrence.

2. Late Departure. Between 10 to 15 minutes late. If a bus run departs more than 10 (ten) minutes but less than 15 (fifteen) minutes following the scheduled departure time, the penalty shall be $50 (fifty dollars) per occurrence.

3. Late Departure. More Than 15 minutes late. If a bus run departs more than 15 (fifteen) minutes following the scheduled departure time, the penalty shall be $75 (seventy-five dollars) per occurrence.

4. Incomplete Trip. If a service trip is not substantially completed, the penalty shall be $1,000 (one thousand dollars) per occurrence. If a departure occurs later than the time for which the next departure for such stop is scheduled to occur, such trip shall be deemed not to be completed.

5. Vehicle Not Available. If a service trip is not made, due to the unavailability of a vehicle, and a substitute vehicle is not made available, the penalty shall be $100 (one hundred dollars) per vehicle per day.

6. Deficient Vehicle Condition. If it is found that a service trip is made in a vehicle that is in a condition that renders it unfit for service (e.g., non-operational, poor appearance, mechanical malfunction, unreadable head sign) and this has not been noted by the vehicle operator prior to start of service, the penalty shall be $100 (one hundred dollars) per day.

B. *Reporting*

The **Contractor** shall submit reports required on a quarterly basis to the **City** 30 (thirty) days following the close of the quarter. The **Contractor** shall submit reports required on an annual fiscal year basis to the **City** by 30 (thirty) days after the close of the fiscal year. The **Contractor** shall submit reports required on a monthly basis to the **City** by 15 (fifteen) days after the end of the month. The **Contractor** shall submit reports required on a daily or 24-hour basis to the **City** within 24 hours. Penalties of $50 (fifty dollars) shall be assessed for late reports.

C. *Compton Transit Personnel Performance Standards*

1. Operator Availability. Regularly assigned drivers or trained back-up drivers must be available and on time daily to insure consistent reliable service.

2. Knowledge of *Service.* All personnel are responsible for knowledge of the Compton Transit system. Project personnel must maintain a courteous attitude, answering to the best of their ability any passenger or employee requests regarding the

provision of service. Personnel must also report all passenger complaints and/or operational problems to the Project Manager or Site Supervisor.

3. Driver Report. Drivers must accurately complete and submit daily required operating reports.

Section 1006: Exceptions to Liquidated Damages

In the assessment of any liquidated damages, **NO DAMAGES SHALL BE ASSESSED IF IT CAN BE DOCUMENTED THAT THE REASON FOR THIS FAILURE OR OCCURRENCE LAY BEYOND THE CONTRACTOR'S REASONABLE CONTROL, OR IF THE TRANSIT CONTRACTOR HAD BEEN GIVEN PERMISSION TO DEVIATE FROM THE TERMS OR STANDARDS OF THIS AGREEMENT BY THE CITY.** Such reasons for such failure which lie beyond the **Contractor's** control may include, but are not limited to:

- Inclement weather
- Excessive traffic congestion
- On-board behavior problems
- Riots, strikes and/or other civil unrest
- Vandalism
- Accidents or incidents
- Unavailability of spare parts *and/or* fuel
- Emergency situations
- Overcrowding
- Vehicle breakdowns
- Delays by trains

No liquidated damages shall be assessed to the **Contractor** or deducted by the **City** for any month of operations if the liquidated damages for that month total less than $250.00. And no liquidated damages related to on-time performance shall be assessed for any day if the system-wide on-time performance for that day has met the **City's** performance standards. The **City** shall not assess liquidated damages for the first 90 (ninety) days of service from the commencement date of this Contract.

11. INSURANCE:

Section 1101: Liability Insurance

For all vehicles used in the performance of service under this Contract, whether regularly deployed or used as spare vehicles, **Contractor** shall maintain in force at all times during the term of the Contract an insurance policy or policies providing comprehensive general liability, property damage, and automobile insurance in amounts of not less than the following limits or those limits currently required by California Vehicle Code § 16500.5 or Public Utilities Commission General Order 101E or any successor statutes or regulations, whichever is greater.

- `Ten million dollars ($10,000,000) for injury or death arising out of any one accident.
- Three million dollars ($3,000,000) for injury or death to any one person.
- Two million dollars ($2,000,000) for property damage.

- Such insurance shall be obtained only from a company rated "A" or better in the Best Insurance Guide, and authorized and licensed to do business in the State of California.

- Additional insured's have no liability for the payment of any premiums or assessments under the policy.

- The insurance coverage's afforded the additional insured's under the policy shall be primary insurance, and no other insurance maintained by the additional insured's shall be called upon to contribute with the insurance coverage's provided by the policy.

- Each insurance coverage under the policy shall apply separately to each additional insured against whom claim is made or suit is brought except with respect to the limits of the insurance company's liability.

- Nothing in the contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third party claims (i.e., in the same manner as if separate policies had been issued to each insured)**.** Nothing contained in this provision shall operate to increase or replicate the insurance company's limits of liability as provided under the policy.

- The insurance afforded by the policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the **Contractor** under the indemnification and/or hold harmless provision (s) contained in or executed in conjunction with the written agreement (s) designated in the insurance policy between the **Contractor** and the additional insured's. The **Contractor** shall name as additional insured: the City of Compton, its elected and appointed officials, officers, employees, agents and volunteers and Compton Fixed Route Transit System.

- The policy is not to be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to the **City**, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of the insurance company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

- The insurance company shall waive all rights of subrogation and contribution against the additional insured's, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of **Contractor** regardless of any prior, concurrent, or subsequent active or passive negligence by the additional insured's.

- Insurance company shall agree that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of the contract of insurance.

Section 1102: Endorsements and Certificates of Insurance

At all times during the term of this Contract, the **Contractor** shall maintain on file with the **City** endorsements of the insurance carrier or carriers showing that the aforesaid policies are in effect in the amounts above provided, the additional insured's are named therein, and that the policies cannot be non-renewed, canceled or reduced except on thirty (30) days notice by the insurance carrier to the **City**. The endorsements shall also specifically state that the coverage contained on those policies affords insured with the terms and conditions as set forth in this Contract. The **Contractor** shall file such endorsements with the **City** prior to the commencement of service under this **Contract**. Endorsements shall be in approved form by the *City's* Risk Management office.

The **Contractor** shall also provide the **City** with certificates of insurance documenting its compliance with these provisions not less than ten (10) days prior to the commencement of service under this Contract. Said certificates shall name as additional insured: the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers and the Compton Fixed Route Transit System as **"additional insured's"**.

Section 1103: Workers' Compensation Insurance

Throughout the term of this Contract, the **Contractor** shall obtain and maintain Workers' Compensation Insurance and Employer's Liability Insurance as required by the laws of the State of California for all employees engaged in the performance of service as specified within the Contract. A certificate documenting such insurance shall be filed with the **City** prior to the commencement of the services described in this Contract and shall not be canceled or materially changed without a 45 day prior written notice to and subsequent written approval by the **City**.

Section 1104: Indemnification and Hold Harmless

The **Contractor** agrees, to the fullest extent permitted by law, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the **City** and its elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnities") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the negligent performance or negligent or willful failure to perform any term, provision, covenant, or condition of this Contract, including this indemnity provision.

This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnities and shall operate to indemnify Indemnities less any Liabilities caused by Indemnities own active or passive negligence. This indemnity provision

shall survive the termination of the Contract and is in addition to any other rights or remedies which Indemnities may have under the law. Payment is not required as a condition precedent to an Indemnity's right to recover under this indemnity provision, and an entry of judgment (covered by this provision) against an Indemnity shall be conclusive in favor of the Indemnity's right to recover under this indemnity provision. The **Contractor** shall pay Indemnities for any attorneys' fees and costs incurred in successfully enforcing this indemnification provision to a judgment in court.

This indemnity is effective without reference to the existence or applicability of any insurance coverage's which are required under the Contract or any additional insured endorsements which may extend to Indemnities.

The **Contractor** shall cause any contractors or subcontractors who perform any work on behalf of the **Contractor** prescribed hereunder to so indemnify the **City** and its elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns by execution of the approved forms.

12. COMPENSATION:

The compensation paid by the **City** to the **Transit Contractor** for the performance of services under this Agreement shall be computed at the following rates: **$81.66** per Vehicle Service Hour, beginning November 19, 2019 through November 18, 2020, for a total of **$906,287.00**; **$83.75** per Vehicle Service Hour, beginning November 19, 2020 through November 18, 2021, for a total of **$984,911.00;** and **$86.18** per Vehicle Service Hour, beginning November 19, 2021 through November 18, 2022, for a total of **$1,013,487.00.**

Additionally, it is agreed between the **City** and the **Transit Contractor** that the **City** will pay the **Transit Contractor $200,000.00 annually**, for the three (3) year term of this Agreement for the purchase of fuel.

If the **City** decides to exercise one (1) or both of the extension options, it is agreed that the compensation to be paid by the **City** to the **Transit Contractor** for Option 1 (November 19, 2022 through November 18, 2023) shall be limited to the total amount of **$1,036,140.00** and Option 2 (November 19, 2023 through November 18, 2024) shall be limited to the total amount of **$1,048,504.00.**

Section 1201: Liquidated Damages and Adjustments

The monthly total of compensation paid to the **Transit Contractor** by the **City** shall be adjusted by the non-disputed Liquidated Damages assessed and deducted from the amount due, as described in Section 10 of this Agreement. Such deduction shall be made from the payment for the month following the month of service for which such liquidated damages have been assessed, providing the **Transit Contractor** sufficient time to investigate the assessment of damages and provide documentation of their invalidity.

In addition, the **Transit Contractor** shall be entitled to obtain an increase in the overall per vehicle service hour rate, negotiated in good faith with the **City**, if and when any of the cost items identified in the cost proposals increase by more than ten percent (10%) per year, except:

*Cost increases in labor, fringe benefits, maintenance and depreciation may lead to a rate increase only if and when such an increase is the result of statutory or regulatory changes or other institutional mandates beyond the **Contractor's** control.*

Section 1202: Payment Schedule

Transit Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **City** of invoices, accompanied by all reports and other submittals required by Section 5, 8 and (occasionally) 11 of this Agreement. To the best of its ability, the **Transit Contractor** shall make all reasonable efforts to submit its invoices for service and accompanying documentation within five (5) calendar days following the month of service to which the invoice shall apply. Failure to comply with this schedule may result in a delay of payment to the **Transit Contractor** of one disbursement cycle.

13. SUBCONTRACTING, DELEGATION AND ASSIGNMENT:

The **Transit Contractor** shall not delegate, subcontract or assign its duties or rights to the performance of the service described in this Agreement to any other party, either in whole or in part, without the prior written consent of the **City**, notwithstanding the specific exceptions noted in Section 1303 below.

Section 1301: Conditions for Permission to Assign

Should the **Transit Contractor** wish to subcontract, delegate or assign the performance of all or part of its responsibilities under this Agreement, it must submit to the **City,** in writing:

- An identification of that portion of service it wishes to subcontract, delegate or assign;
- A complete description of the proposed assignee, delegate or subcontractor, along with their capabilities to perform such services, and the anticipated impact of such assignment, delegation or subcontract to the performance of such services; and
- A written agreement to assure full liability and responsibility for the performance of all such services performed by an assign, delegate or subcontractor in the event that the assignee, delegate or subcontractor defaults in honoring its responsibilities thereto.

The assignment, delegation or subcontracting of any responsibilities outlined in this Agreement must be approved in writing by the **City.**

Any assignment, delegation or subcontract shall be made in the name of the **Transit Contractor,** and shall not bind or purport to bind the **City,** and shall not release the **Transit Contractor** from any obligations to the **City** under this Agreement including, but not limited to the duty to properly supervise and coordinate the services performed by the **Contractor's** manage, employees, assignees, delegates and/or subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation due and payable to the **Transit Contractor** under this Agreement.

Section 1302: Prohibitions of Assignment

Performance of the following services and tasks may **NOT** be assigned under any conditions, and therefore, will require a formal amendment to this Agreement in order to be effected:

- Employment, management and/or supervision of drivers.

- Employment, management and/or supervision of the Project Manager and/or Site Supervisor.
- Provision of vehicles.
- Monitoring of service.
- Preparation of accident and incident reports.
- Scheduling and assignment of drivers and/or vehicles for service, and vehicles for maintenance.
- Dispatching services.

Section 1303: Acceptable Assignments

The following services may be assigned without permission from the **City**, so long as the quality and adequacy of such services comply with the standards for such described Agreement and, at minimum, conform to or exceed the quality of such service as provided directly by the **Transit Contractor**:

- Fuel
- Spare parts
- Training Drug-testing
- Uniform provision and cleaning
- Vehicle cleaning
- Recruiting
- Fringe benefit services
- Maintenance of the vehicles
- Handling and transferring of fare box revenue.

14. TERMINATION. SUSPENSION AND CANCELLATION

Upon a determination by either party to this Agreement that the other party has failed to comply with any of the terms or provisions of this Agreement, a notice of intent to terminate shall be delivered, by certified mail, to the other party. The Notice to Terminate shall specify the failure, and the reasons for the termination.

Section 1401: Status of Notice to Terminate

If the reason for the **City's** transmittal of a Notice to Terminate to the **Transit Contractor** is directly related to the **Contractor's** gross disregard of the provision of safe transportation, and the **City** may reasonably suspect that such disregards is related to policies, attitudes or ineptitude, such that a remedy to the immediate cause of the Notice to Terminate could not reasonably assure the **City** that such causes would not be repeated, then the **Transit Contractor** may be granted an opportunity to remedy the problem only if given specific

permission to do so by the **City**. In such cases, the opportunity to remedy the problem shall not be automatic, but at the reasonable discretion of the **City**. Other than directly related to the safety of transportation, the party receiving a Notice to Terminate shall be given a period of ten (10) days following its receipt of such Notice to remedy the problem and to provide assurances to the other party that the problem will not occur again, or if it should, that the party creating the problem will monitor, discover and correct it in an extremely short period of time, such period as shall be reasonably given the severity of the problem and the ability to detect it easily and quickly, given diligent monitoring efforts.

Should the party receiving the Notice to Terminate not remedy the problem within the allowed specified time, then the party issuing the Notice to Terminate shall have the right to transmit an Order to Cease and Desist. Such Order to Cease and Desist shall take effect immediately if the problem presents or may reasonably present an endangerment to passengers or other members of the community in or surrounding the service area. Otherwise, the party being issued the Order to Cease and Desist shall have a period of 30 days to cease and desist from all operations, except that the party issuing the Order to Cease and Desist may extend the period, at its option, up to 90 days, in order to provide the **City** ample time to procure replacement services.

Section 1402: Compensation During Period of Order to Cease and Desist

During the period between a party's receiving an order to Cease and Desist and the final day of service, it shall be entitled to full compensation, according to the terms and conditions of this Agreement for all services rendered during this period, Section 10 of this Agreement notwithstanding.

Section 1403: Termination for Cause

Except as otherwise provided herein, a party to this Agreement may terminate the Agreement only for cause as provided in this Agreement.

Section 1404: Costs of Replacement Service

Should the **City** issue an Order to Cease and Desist, it may retain the **Contractor's** final month's payment for a period of six (6) months. During these six months, and assuming that replacement services do not begin until 90 (ninety) days following the issuance of the Order to Cease and Desist, the **City** must make its best faith efforts to obtain replacement services at a cost equal to or less than that provided to the **Contractor** for equal or superior service. However, should the costs of obtaining the replacement services exceed the costs for such services as provided by the **Contractor**, then the **Contractor** shall be responsible for paying to the **City** the difference between its costs and the costs for replacement services for the first six (6) months of the replacement services. In order to collect these differences, the **City** may accumulate the total additional costs over the first six (6) months of the replacement service's contract, and then deduct such additional costs from the final payment due to the **Contractor**.

In order to mitigate the consequences of such payment deduction, the **City** will accept the **Contractor's** assistance in locating a replacement service in good faith.

Section 1405: Termination for Extraordinarily Poor Performance

Apart from the right to terminate this Agreement for cause related to violations of the provisions contained herein, the **City** may exercise a special right to terminate the Agreement if the violations for which liquidated damages are charged become excessive and remain so for a

period of three consecutive months. For purposes of this Section, "excessive" may be measured in one of several ways:

- The number of violations or failures in at least three areas reaches the maximum number of incidents for which liquidated damages may be assessed.
- Violations of a single incident of liquidated damages of $750.00 per incident occur at least one in three successive months of service.
- The amount of liquidated damages exceeds three percent (3%) of the **Contractor's** total compensation otherwise due for three successive months.

In such cases, the **Contractor's** right to remedy the problem or problems shall not exist, as the parties agree that the **Transit Contractor** shall have been placed on notice of its pending violation of this provision by the **City's** assessment of excessive liquidated damages during the first three successive months. The continuation of the problems for which damages are assessed for two additional months shall comprise evidence of the **Contractor's** inability or unwillingness to resolve the problems. Accordingly, under these circumstances, the **Transit Contractor** hereby agrees that its right to remedy the problem or problems identified in the Notice to Terminate shall have been conclusively waived.

Section 1406: Termination for Unavailability of Funds

Transit Contractor understands and agrees that state constitutional limitations preclude **City** from incurring a financial obligation, which exceeds the amount of funds presently available for commitment to such an obligation. Therefore, it is mutually agreed and understood that, at any time during the term of this Agreement, funds may not be available for the payment of additional services and other payments otherwise required under this Agreement. **City** does, however, agree to use its best efforts to obtain funds throughout the term of this Agreement which funds may be committed to the obligations contained herein. In the event such funds are not allocated by City Council to the payments required under this Agreement, **City** will provide notice of its inability to continue to make payments under this Contract at such time as **City** becomes aware of the non-appropriation of funds. Such notice shall not release or relieve **City** from all payment obligations preexisting under this Contract and owed to **Transit Contractor**. In the event of such unavailability of funds, if **City** exercises its right to terminate this Agreement, **City** shall not be responsible for damages or costs of any kind or nature incurred by **Transit Contractor** as a result of such termination. Availability of funds will be determined at the sole discretion of **City**.

15. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS:

It is the intention of both parties to this Agreement that the laws of the United States and the State of California, as well as all county and local regulations shall govern the performance of services within this Agreement and the conduct of both parties to this Agreement in the performance of those services.

Section 1501: Contractor's Compliance

In its performance of services within this Agreement the **Transit Contractor** warrants and certifies that it shall comply with all Federal, State, County and local laws and regulations pertaining to the operation, inspection and maintenance of vehicles, the provision, supervision

and management of labor, and any and all other laws and regulations related to any aspects of the provision of service as described within this Agreement.

Section 1502: Licenses and Permits

The **Transit Contractor** and any of its agents or employees engaged in the provision of service described within this Agreement shall maintain all current permits and licenses as may be required by law for the operation of business and the performance of any and all services under this Agreement.

16. INDEPENDENT CONTRACTOR/CONFIDENTIALITY:

Transit Contractor is, and shall at all times remain as to **City**, a wholly independent Contractor. **Transit Contractor** shall have no power to incur any debt obligation, or liability on behalf of **City** or otherwise act on behalf of **City** as an agent. Neither **City** nor any of its agents shall have control over the conduct of **Transit Contractor** or any of **Contractor's** employees, except as set forth in this Agreement. **Transit Contractor** shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of **City**. **Transit Contractor** agrees to pay all required taxes on amounts paid to **Transit Contractor** under this Agreement, and to indemnify and hold **City** harmless from all taxes, assessments, penalties, and interest asserted against **City** by reason of the independent Contractor relationship created by this Agreement. **Transit Contractor** shall full comply with the workers' compensation law regarding **Transit Contractor** and **Contractor's** employees. **Contractor** further agrees to indemnify and hold **City** harmless from any failure of **Transit Contractor** to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any undisputed amount due to **City** from **Contractor** as a result of **Contractor's** failure to promptly pay to **City** any reimbursement or indemnification under this Section. Any disputed fee amounts under this Agreement shall be resolved pursuant to Section of this Agreement.

Transit Contractor covenants that all personal information received by **Contractor's** personnel is confidential and shall not be disclosed by **Transit Contractor** personnel without written authorization by **City**. City shall grant such authorization if disclosure is required by law. **Contractor's** covenant under this section shall survive the termination of this Agreement.

17. CONFLICT OF INTEREST:

The parties to this Agreement agree that, to the best of their knowledge, no member of the City Council, officer or employee of the **City** has any interest whether contractual, non-contractual, financial or otherwise in this transaction, nor in other business of the **Contractor's**, and that if any such interests comes to the knowledge of either party at any time during the term of this Agreement, that party shall immediately make a full and complete disclosure of such conflict of interest, including all pertinent information, to the other party in writing. This provision is required even if and when such conflict of interest does not constitute a violation of any laws or regulations.

The **Transit Contractor** attests that, at the time of execution of this Agreement, it has no interest in, nor does it intend to acquire any interest in, any business or other transaction or relationship with the **City** which might constitute a conflict of interest, direct or indirect. The **Transit Contractor** further warrants that, in the performance of the services described within this Agreement, no person having any such interest shall be employed by the **Transit**

Contractor, unless such interest lies beyond the reasonable detection by the **Transit Contractor**.

18. NON-DISCRIMINATION:

In the performance of this Agreement, the **Transit Contractor** shall not discriminate against any passenger, employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. The **Transit Contractor** shall take affirmative action to ensure that passengers are served, subcontractors and applicants are employed, and employees are treated during their employment without regard to their race, color creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, notwithstanding the degree to which such a characteristic may limit the employees or potential employee's ability to physically perform the tasks required by this Agreement to which he or she would likely be assigned.

Section 1801: Affirmative Action

The **Transit Contractor** shall make deliberate efforts to involve minority and women in the following areas necessary to the provision of services as described within this Agreement:

- Employment
- Promotion
- Recruitment
- Compensation and bonuses
- Selection for training and apprenticeship

Further, the **Transit Contractor** shall take affirmative action to include, to the degree possible, minority subcontractors in the provision of services and goods identified as assignable under Section 13 of this Agreement.

19. RESOLUTION OF DISPUTES:

Section 1901: Binding Arbitration

In order to minimize the time and cost associated with the resolution of any disputes resulting for the performance or nonperformance of any services described within this Agreement, the parties may, but need not, choose to have such disputes resolved by binding arbitration. If binding arbitration is selected, each party shall select one arbitrator, and the two arbitrators shall jointly select a third arbitrator. Arbitration shall be conducted in conjunction with, and under the auspices and authority of the American Arbitration Association.

Section 1902: Legal Remedies

Should binding arbitration not be selected by mutual consent of both parties to this Agreement, the parties may seek relief through the legal system, within the jurisdiction of the State of California and the County of Los Angeles, if applicable. If any action or proceeding at law is commenced to enforce any provisions or rights under this Agreement, the unsuccessful party to such action or proceeding as determined by the court in a final judgment or decree shall pay to the prevailing party, without limitation, such costs, expenses and fees as were incurred in its efforts related to such proceedings, including the costs associated with any appeal. And if

such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included as part of such judgment.

20. NOTICES:

Except where verbal or oral notifications specifically are provided for within this Agreement, any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the parties regular business hours or by facsimile before or during the parties regular business hours; or (b) on the fifth day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in Section 102 of this Agreement or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section. Notices shall be sent to the representatives of the parties to this Agreement identified in Section 102 of this Agreement.

21. AMERICANS WITH DISABILITIES ACT (ADA):

The **Contractor** agrees to comply with the provisions of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 (PL#93-112).

22. DEBARMENT/SUSPENSION STATUS:

The **Contractor** shall provide the **City** with a certification addressing its debarment and suspension status and that of its principals. During the term of the Contract, the **Contractor** shall inform the **City** of any changes in the suspension or debarment status of the **Contractor** or its principals within ten days after such changes occur.

23. EQUAL EMPLOYMENT OPPORTUNITY (EEO):

The **Contractor** agrees to comply with the equal opportunity provisions of the Civil Rights Act of 1964, Executive Orders Numbers 11375 and 11246, as amended, as supplemented in the Department of Labor Regulations at 41 C.F.R. Part 60, and the relevant rules, regulations, and orders of the Secretary of Labor. In connection with the performance of the Contract, the **Contractor** shall comply with all the clauses set forth in 41 C.F.R. 60-1.4(b) as if such clauses were set forth in their entirety in this Contract. In addition, if appropriate, the **Contractor** agrees to comply with clauses set forth in 41 C.F.R. 60-4 as if such clauses were set forth in their entirety in this Contract.

24. DISADVANTAGE BUSINESS ENTERPRISE:

It is the **City's** requirement that DBEs as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed under this Contract. The **City** encourages the **Contractor** to utilize DBEs to the maximum extent feasible in the performance of contracts and subcontracts for the services provided under the Contract. The **City** requires DBEs to be 16%.

25. RATIONING AND EMERGENCY SITUATIONS:

Either party to this Agreement shall not be held to compliance if and when its resources are rationed by a government or other entity for use in an emergency situation, including but not limited to war, riots and/or civil disobedience.

26. PROTECTION OF INTERESTS:

The **Transit Contractor** shall enter into no other agreements and make no other transportation service commitments which shall have a reasonable likelihood of interfering with, or adversely affecting, the provision of services described within this Agreement unless otherwise authorized to do so, in writing, by the **City**.

27. CHANGES IN CONTRACTUAL STATUS:

Section 2701: Mutually Agreed-Upon Changes and Amendments

The parties to this Agreement may, at their mutual consent and discretion, adjust, extend or otherwise modify the scope of services as described within this Agreement. To the extent that such adjustments, extension or modifications are desired or agreed upon, such must be documented in writing and signed by both parties to this Agreement.

Section 2702: Compliance

Any amendment to or modification of this Agreement shall comply with requirements of all applicable Federal, State and local statutes and regulations.

Section 2703: Waiver

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of any provision of this Agreement, and shall not be construed as a waiver thereof.

Section 2704: Severability

If any provision of this Agreement is held to be inoperative, unenforceable, or otherwise invalid, the remaining provisions hereof shall remain in full force and effect without regard to such inoperative, unenforceable or otherwise invalid provision.

28. FORCE MAJEURE:

Either or both parties to this Agreement shall be excused from their mutual requirements to perform the service specified hereunder if and when either or both are prevented from so doing by Acts of God, strike and/or commandeering of vehicles, materials, products, plants or facilities by the government, or other event beyond the reasonable control of a party when evidence thereof is presented to the other party.

In the event that the **Transit Contractor** is unable to perform the services described within this Agreement as a result of such circumstances, the **City** shall be free to temporarily assign either those not performed responsibilities, or the full scope of responsibilities if partial assignment is not possible, to another company or agency until such time as the party unable to perform is once again able to do so. In such a case, the **City** shall bear the full and complete costs of reimbursing the temporary assignee for services performed. If the **Transit Contractor** is unable to resume the performance of the complete scope of services within six (6) months after cessation of performance of a portion of these services, the **City** may elect to terminate the Agreement, notwithstanding the recourse identified for termination as described in Section 14 above.

29. ENTIRE AGREEMENT:

This Agreement, its attachments and other documents incorporated herein by reference constitute the entire agreement and understanding of the parties hereto, contain all the terms and conditions agreed upon by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties hereto.

30. EXHIBITS:

Attachments which follow and those which have been incorporated herein by reference, are included as formal provisions of this Agreement and carry the full force and effect of any other provision of the Agreement.

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

MV TRANSPORTATION, INC.
TRANSIT CONTRACTOR

By: _____ **Dated: _____**
Marie Meseinbach Graul, EVP & CFO

CITY OF COMPTON
Recommended for Approval:

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

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

Approved as to form:

By: _____ **Dated: _____**
Damon M. Brown, City Attorney

ATTEST:

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

NOVEMBER 5, 2019

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

FROM **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE USE OF THE 2020 CENSUS GRANT FUNDS AND APPROVAL OF THE CITY OF COMPTON'S 2020 CENSUS STRATEGIC PLAN**

SUMMARY

This resolution requests City Council acceptance of a $150,952 grant from the County of Los Angeles for implementation of a 2020 Census Strategic Plan, Authorizing the City Manager to enter into an agreement with the County of Los Angeles for Implementation of the 2020 Strategic Plan and approval of the City of Compton's 2020 Census Strategic Plan.

The City of Compton's 2020 Census Strategic Plan will be presented to the County of Los Angeles for review and approval as part of the California Complete County (CCC) 2020 Census.

BACKGROUND

In November 2018, the California Complete Count Director informed the County of Los Angeles that they were eligible to receive funding in the amount of $9,393,090 to assist the county and cities within its jurisdiction with promoting participation in the 2020 Census Count. Specifically, the State funds are to be targeted to counties and cities that have "Hard to Count" (HTC) populations.

The City of Compton has been identified by as a HTC community within Los Angeles County. As part of the designation the City of Compton is allocated $150,952 to implement a strategic plan to increase participation in the 2020 Census.

STATEMENT OF THE ISSUE

The City of Compton's 2020 Census Strategic Plan must include at a minimum the following elements:

1. Census Complete Count Committee = City can elect to Join La County or Create a Compton Committee

2. Implementation Plan = Which details and outlines the City's approach for Census Education/Outreach and targeting of the HTC areas within the City:
    a. Other components of the Implementation Plan, may include:
        i. Approach, Partnership Coordination, Language Access Plan, Accountability/Reporting; and Budget
3. Reporting = The City must develop policies and procedures to comply with the State and County reporting requirements.
    a. For example: Monthly reports, Activities Logs, Tracking Sheets, Expenditures reporting, Communication, Outreach Plan (Media & Citizenry), and Local hiring plan

Some of the key initiatives, strategies and marketing activities of the City's 2020 Census Strategic Plan will include: Public Service Announcements (PSA), Marketing Videos and Production, Youth and Young Adult targeting canvasing, Partnerships with Local Faith Based Organizations, Community Groups and Non-profit organizations, a mailer outreach campaign, signage program and a social media outreach plan. Based on the potential grant award of $150,952 staff has developed a preliminary draft budget:
Grant Award = $150,952 (minus the County of LA Admin Fee = $7,547)

2020 Census Strategic Plan Budget	**$143,405**
Media and Outreach Consultants	$40,000
Social Media	$17,405
PSA Marketing	$25,000
Mailer Campaign	$20,000
Targeted Canvassing and Marketing	$19,000
Signage	$22,000

FINANCIAL IMPACT

The County of Los Angeles has allocated $150,952.00 for this project to the City of Compton. The deadline to accept this agreement is November 6, 2019. Staff will prepare a separate resolution to identify the revenue and expenditure accounts necessary to accept this award. There is no fiscal impact with the approval of this resolution.

RECOMMENDATION

Staff recommends the City Council approve the City Manager to enter into an agreement with the County of Los Angeles for Implementation of the 2020 Strategic Plan and approve the City of Compton's Draft 2020 Census Strategic Plan.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING A $150,952 GRANT FROM THE COUNTY OF LOS ANGELES FOR IMPLEMENTATION OF THE 2020 CENSUS STRATEGIC PLAN AND AUTHORINZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR THE USE OF THE 2020 CENSUS GRANT FUNDS AND APPROVAL OF THE CITY OF COMPTON'S 2020 CENSUS STRATEGIC PLAN

WHEREAS, in November 2018, the California Complete Count Director informed the County of Los Angeles that they were eligible to receive funding in the amount of $9,393,090 to assist the county and cities within its jurisdiction with promoting participation in the 2020 Census Count. Specifically, the State funds are to be targeted to counties and cities that have "Hard to Count" (HTC) populations; and

WHEREAS, the City of Compton has been identified by as a HTC community within Los Angeles County. As part of the designation the City of Compton was awarded $150,952 to implement a strategic plan to increase participation in the 2020 Census; and

WHEREAS, the City of Compton must approve a 2020 Census Strategic Plan will be presented to the County of Los Angeles for review and approval as part of the California Complete County (CCC) 2020 Census; and

WHEREAS, the City of Compton's 2020 Census Strategic Plan will include the following elements:

1. Census Complete Count Committee = City can elect to Join LA County or Create a Compton Committee

2. Implementation Plan = Which details and outlines the City's approach for Census Education/Outreach and targeting of the HTC areas within the City:
    a. Other components of the Implementation Plan, may include:
        i. Approach, Partnership Coordination, Language Access Plan, Accountability/Reporting; and Budget

3. Reporting = The City must develop policies and procedures to comply with the State and County reporting requirements.
    a. For example: Monthly reports, Activities Logs, Tracking Sheets, Expenditures reporting, Communication, Outreach Plan (Media & Citizenry), and Local hiring plan

WHEREAS, the deadline to enter into an agreement with LA County is November 6, 2019; and

WHEREAS, staff will prepare a separate item to establish the revenue and expenditure fund accounts from the Fiscal Year 2019-2020 Budget.

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

Section 1. That the City Manager, upon the advice of the City Attorney, is hereby authorized to enter into an agreement with the County of Los Angeles for the use of grant funds for the implementation of a 2020 Census Strategic Plan.

Section 2. That the City Council approves the draft 2020 Census Strategic Plan.

Section 3. That a certified copy of this Resolution shall be filed in the Offices of the City Manager, City Controller, City Clerk, and the City Attorney.

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:

_____
CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

City of Compton
2020 Census
Strategic Plan

Background

The U.S. decennial census is an enumeration of every resident, every ten years mandated by the U.S. Constitution. Data collected during the Census determines the number of U.S. House of Representative seats, defines school districts, and appropriate funding for neighborhood improvements, public health, education, and transportation. An accurate census means everyone is counted once, only once, and at the right place.

The City of Compton is committed to counting every resident in the 2020 Census. The city will work to achieve a complete resident count by implementing a collaborative and strategic Communication and Engagement Plan, including robust marketing, outreach, education, community meetings, public hearing, strategic partnerships with community groups educating and motivating residents to participate in the 2020 Census.

Overall Goals for 2020 Census:

- Educate – Inform the public about the census process, purpose, timeline, and importance. Inform the public that the census data is confidential.
- Motivate – Instill trust that the government will not use census data in a negative way. The city will utilize trusted messengers to encourage members of the public to participate in the Census.
- Activate – Engage the public in trusted environments to help them participate in the census.

VISION: Everyone Counts in Compton

MISSION: To ensure each and every person in Compton is counted

Roles of Each Level of Government in the 2020 Census:

- Federal Government – responsible for the content, timing, and methodology for collecting Census information.
- State of California – outreach and engaging stakeholders while targeting critical areas.
- County of Los Angeles – not mandated by state or federal statues but has entered into a Census Outreach Agreement with the State to educate the community about the Census and establish a Complete County Committee. These responsibilities include:
    - Administrate the funding made available by the State to achieve a complete count
    - Assist the CCC Office in reaching Hard-to-Count communities and populations.
    - Message information on census to stakeholders and community members

- City of Compton – not mandated by state or federal statues but will work with various key stakeholders and strategic partners to initiate the following census outreach strategies:
    - Host Census 2020 Committee meetings
    - Conduct census outreach at all City sponsored and Community hosted events.
    - Coordinate and partner with the County of Los Angeles on their Census 2020 Outreach Campaign
    - Share best practices and collaborate with neighboring cities.
    - Utilize city resources to inform residents of the importance of the census.
    - Implement a robust digital marketing campaign.

Challenges in 2020

The First Online Census

In order to meet budget restrictions, the federal government is relying on digital response and online resources. The reliance on technology may create issues for subpopulations are lack computer literacy or internet access.

Data Security

Doubt among some subpopulations about personal information being used for non-census related purposes or accessed by other agencies, such as law enforcement.

Reduction of Resources

The resources devoted during the 2010 Census are not available for the 2020 Census.

Immigration/Political Climate

Fear of census data being used for ICE enforcement can deter immigrants from participating in the census regardless of their status or deter whole households with families of varied documentation status from participating. Residents may also be fatigued by election and census messaging by the time the actual enumeration begins.

Hard To Count Areas

Also known as "least likely to respond" groups consist of individuals who are hard to locate, hard to

- Low Income Households
- Households Below the Poverty Line
- Older Than 25 With Less Than a High School Diploma
- People Who Are Unemployed
- Non-Family Households
- Single-Parent Households
- People living in "Low Visibility Housing"
- Renters and Temporary Residents
- Overcrowded Households

Hard To County Populations

- Senior Citizens
- Immigrants & Refugees
- People with Disabilities
- Individuals & Families Experiencing Homelessness
- LGBTQ
- Hispanics/Latinos
- Blacks/African Americans
- Asians Americans & Pacific Islanders
- Native Americans & Tribal Communities
- Youth
- Veterans
- People with Limited English Proficiency
- College Students

interview, hard to persuade, or hard to contact. California has one of the nation's highest HTC populations. In regards to Los Angeles County, Compton contains very high levels of HTC populations.

Compton Strategic Plan

Road to the 2020 Census

The city will be developing a robust committee comprised of Community organizations, Faith Based Organizations, and government agencies to implement various outreach initiatives to target the hard-to-count populations in Compton. These initiatives include supporting trusted messengers in the community to reach out to their networks. The city's outreach strategy will include at a minimum the following three phases recommended by the U.S. Census Bureau. These phases include education, motivation, and activation.

Phase I: Educate

Instill trust that the government will not use census data in a negative way.
Utilize trusted messengers to encourage members of the public to participate in the Census.

Phase II: Motivate

Instill trust that the government will not use census data in a negative way.
Utilize trusted messengers to encourage members of the public to participate in the Census.

Phase III: Activate

Engage the public in trusted environments to help them participate in the census.
Conduct and participate in community gatherings and other forums to rally the public to complete the census.

Complete Count Committee

The city will either create or Join a 2020 Census Complete Count Committee (CCC). The CCC consists of representatives and stakeholders from city departments, government agencies, hard-to-count communities, CBO's, school districts, colleges, faith-based organizations, social services, and media.

GOAL 1: Ensure that everyone in Compton is informed about, has access to, and completes a 2020 Census survey, particularly those populations and areas that are considered hard to count (HTC) including those without internet access or the ability to complete the questionnaire online and those who face language barriers.

OBJECTIVES:

1.A. In alignment with the Los Angeles County plan, community-based organizations, and existing outreach efforts, develop a comprehensive CCC Implementation Plan that includes education and outreach programs to encourage all Compton residents to complete their census questionnaire.

1.B. Cultivate resources, services, and partnerships with educational institutions, health providers, transportation agencies, community-based organizations, faith-based organizations, housing providers, informal networks, and diverse media groups as well as governmental and non-governmental agencies, to incorporate strategies within their existing mission and beyond that ensures each and every person completes the 2020 Census questionnaire, including HTC communities.

1.C. Challenge businesses, corporations, and all CCC members and member organizations to explore and identify opportunities to educate, raise awareness, build resource capacity, and take actions to ensure their employees and customers complete the 2020 Census questionnaire, within their current practices and beyond.

1.D. Work with "trusted messengers" to engage with HTC communities using their spoken languages to complete the 2020 Census survey in a manner that ensures privacy and confidentiality, engaging through their networks such as schools, neighborhood associations, nonprofits, faith-based organizations, and non-governmental agencies.

GOAL 2: Develop a comprehensive education, outreach, media and mobilization campaign to identify and address barriers to census responses and overcome them to ensure that HTC populations in Compton are accurately counted.

OBJECTIVES:

2.A. Identify Compton HTC populations and geographic areas.

2.B. Ensure the Complete Count Committee Implementation Plan customizes education and outreach programs, including language access and cultural relevance, to reach HTC populations and increase their participation rates leading up to Census Day (April 1, 2020) and through the Nonresponse Follow-up Operation (May 2020-August 2020).

2.C. Recruit, train, and deploy an effective combination of community leaders, trusted messengers, and volunteers to conduct outreach to HTC populations at grassroots levels.

2.D. Utilize the resources and services of City departments, other Complete Count Committee member agencies, community facing services, and Los Angeles County to reach and impact HTC communities.

GOAL 3: Ensure census workers in Compton are reflective of our diverse, multilingual community by promoting census employment opportunities through workforce development networks and CCC member organizations.

OBJECTIVES:

3.A. Engage Compton Careerlink stakeholders and the U.S. Census Bureau to educate CCC members and the greater community about the opportunities, job qualifications, and steps required to gain employment with Census 2020.

3.B. Partner with CCC members and other community-based organizations to engage their members and constituents to gain employment with Census 2020, focusing on those who live in HTC neighborhoods and speak the languages of HTC communities.

3.C. Build trust with the community by hiring and training people from HTC communities that speak the languages of all Compton residents, including American Sign Language, and ensure that language accessibility (translation and interpretation) services will be provided throughout all aspects of this process.

GOAL 4: Build strategic alliances and organizational capacities to ensure the effective implementation of the CCC Implementation Plan to serve the Compton community while using community specific strategies throughout the census 2020 process.

OBJECTIVES:

4.A. Consider ways to build partnerships between the CCC members and member organizations to increase the effectiveness of individual members in achieving the goals and objectives of the CCC, and identify additional partners that could support this effort.

4.B. Develop an inventory of individual and shared resources that CCC members can utilize in support of Census 2020 to identify and strategically fill any gaps in those resources including human, financial, and other tangible and intangible resources.

4.C. Evaluate the effectiveness of this Committee in supporting the success and mission of Census 2020, and identify any benefits accrued to CCC members and member organizations going forward.

4.D. Retain engagement of partners and community members throughout the census 2020 process and beyond.

Next Steps

- Establish Census Committee
  The city will create a committee composed of representatives from various key stakeholder groups.

    - Leverage CCC Member Resources = Committee members will attend outreach events, assist with advertising and requesting volunteers, assist with development of Marketing Campaign.
- Collaborate with Surrounding Neighbors
  Staff have been meeting with surrounding cities to identify best practices for Census Outreach.

- Seek Additional Funding for Outreach
  The city will identify and apply for additional grants connected to Census outreach as they become available.

- Attend Additional Events
  The city will identify future potential outreach events

- The City will identify strategic Outreach Events beginning in November 2019 through May 2020 as part of the implementation of the plan.

Attachment II

SUBAWARD AGREEMENT BETWEEN

THE COUNTY OF LOS ANGELES

AND

CITY NAME

FOR

CENSUS 2020 EDUCATION AND OUTREACH ACTIVITIES

SUBAWARD AGREEMENT
FOR
CENSUS 2020 EDUCATION AND OUTREACH ACTIVITIES

THIS SUBAWARD AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2019.

BY COUNTY OF LOS ANGELES, a body corporate and politic and a political subdivision of the State of California, hereinafter referred to as "County",

AND CITY OF _____, a municipal corporation, hereinafter referred to as "City."

WITNESSETH

WHEREAS, pursuant to Government Code section 31000 and Health and Safety Code section 34149, the County may enter into an agreement with the City to provide specialized functions on behalf of the County;

WHEREAS, the County was awarded a total of $9,393,090 in funding to conduct 2020 Census-related education and outreach activities, and to initiate targeted outreach strategies (Project);

WHEREAS, on January 29, 2019, the County Board of Supervisors authorized the Chief Executive Officer to execute agreements with public entities, community-based organizations and other entities to carry out the above activities consistent with all State requirements; and:

WHEREAS, the Parties have been authorized to execute an Agreement for the not to exceed amount of **$**_____ for the Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein the parties hereto agree as follows:

A. APPROVED FUNDING AND PURPOSE

The County hereby grants to the City an amount not to exceed **$**_____ which will be used to engage in Census 2020 education and outreach activities that focus on both geographic areas and demographic populations who are "least likely to respond." These areas and populations are commonly referred to as "Hard-to-Count (HTC)." The terms "least likely to respond" and "HTC" are terms of art and are often used interchangeably. HTC or "least likely to respond" areas or populations are areas or populations, which based on multiple demographic, housing and socioeconomic variables factors, have been judged as difficult to enumerate by the California Department of Finance Demographic Research Unit. Activities carried out under the term of this Agreement shall achieve the following objectives:

B. OBJECTIVES

EDUCATE

1. Inform the public about the census process, purpose and timeline.

2. Inform the public of the importance of the census. The State will receive billions of dollars in federal funds for education, health care, job training, transportation and other vital services based on the census numbers. The federal government also uses census data to determine how to apportion the House of Representatives seats among states.

3. Inform the public that the census data is confidential. No one except sworn U.S. Census Bureau ("Census Bureau") employees can see the complete census questionnaire forms or link names to responses. The Census Bureau requires that any individual with access to census materials adhere to strict confidentiality and security guidelines. The law, Section 214 of Title 13 of the United States Code, entitled the "Wrongful Disclosure of Information," sets forth severe penalties applicable to federal government officials and local government census liaisons if they misuse information they receive from the census responses. These penalties include fines up to $5,000, 5 years in prison, or both. The Census Bureau's dedication to confidentiality plays an important role in everything it does. All employees must pass a security and employment reference check, swear they are not employed as tax collectors or assessors or law enforcement officials and establish they have no felony convictions as adults. The Census Bureau employs a host of safeguards, such as electronic barriers and secure telephone lines, to block outside access to any confidential information in Census Bureau computers.

4. Identify areas and populations within City's local jurisdiction that are least likely to respond, as identified in Task 1.2 of Exhibit A of the Agreement.

MOTIVATE

5. Eliminate the fear of completing the census questionnaire. Instill trust that the government is not legally permitted to use this data in a negative way. No one outside the Census Bureau is permitted to be given any information to link names to addresses on the census questionnaire.

6. Utilize trusted messengers and sources to encourage members of the public to participate in the census by completing their census questionnaire.

7. Where possible, the City should assess messaging efforts, outreach and tools.

ACTIVATE

8. Engage trusted messengers in trusted environments to help the public participate in the census.

9. Conduct and participate in community gatherings and other forums to rally the public to participate in the census.

10. Collaborate with other stakeholders and across sectors to activate the public to participate in the census process by filling out the census questionnaire.

C. APPLICABLE DOCUMENTS

Exhibits A, B, and C are attached to and form a part of this Agreement.

EXHIBIT A – STATEMENT OF WORK
EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS
EXHIBIT C – CALIFORNIA VOLUNTEER PLAN GUIDANCE LETTER

D. STRATEGIC OUTREACH DEVELOPMENT AND IMPLEMENTATION

The City shall design and implement a multi-faceted, multi-channel, multi-lingual cohesive strategic outreach plan to reach all census audiences within its jurisdiction. The overarching strategic plan should address broad census goals and objectives and specific outreach strategies, as well as integrate with other outreach efforts. The plan shall be submitted to the County Chief Executive Office as described in Exhibit A, Task 1.

E. AGREEMENT TERM

The Period of Performance ("Term") of this Agreement will commence upon full execution of this Agreement through December 31, 2020. The City shall not

receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the County Contract Manager.

F. DISBURSEMENT OF FUNDS

Funds will be disbursed according to the schedule and requirements outlined in Exhibit B. To avoid duplication of efforts and/or misuse of funds, all funds provided by County pursuant to this Agreement, must be used to address existing gaps in census outreach

City further agrees that funds from County pursuant to this Agreement shall be used for outreach focused on HTC populations in Los Angeles County, and shall be limited to the following approved activities:

1. Outreach activities/community events to educate and/or encourage HTC populations to complete Census questionnaire

2. Purchase of outreach materials (banners, bus wrap-arounds, flyers, etc.)

3. Distribution of collateral/flyers

4. Translation/interpretation services

5. Media outreach

6. Canvassing of HTC areas

7. Form-filling assistance

8. Phone banking

9. Pledge cards (creation and/or distribution)

10. Workforce development – coordinate with U.S. Census Bureau to promote local hiring of Census enumerators. It is known that hiring locally for these critical jobs is an important factor in establishing trusted messengers that may impact the enumeration positively. Trusted messengers are individuals, groups, and/or organizations that hold an established position of trust in the community and include but are not limited to, ethnic media and community leaders who are positioned to share culturally appropriate messages for the purpose of promoting census engagement within communities

11. Non-Response follow-up (NRFU) activities during May-August 2020 directed at members of the public who have yet to complete the Census questionnaire.

City must obtain written permission from County prior to using funds for any activity not expressly included in this Agreement.

G. FINANCIAL RECORDS

1. The City agrees to maintain satisfactory financial accounts, documents and records of expenditures and to make them available to the County for auditing. The City also agrees to retain such financial accounts, documents and records in compliance with the approved records retention policy of the City and for at least five (5) years following the expiration of this Agreement.

2. The City agrees to use a generally accepted accounting system. The City also agrees to maintain, and make available for County inspection and copying, accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.

3. At any time during the term of this Agreement or at any time within five (5) years of the expiration or prior termination of this Agreement, authorized representatives of the County may conduct an audit of City records for the purpose of verifying the appropriateness and validity of expenditures under the terms of this Agreement.

4. The City, within thirty (30) days of notification from the County of its audit findings, may dispute the audit findings in writing to the County and provide the County with records and/or documentation to support the expenditure claims. The County shall review this documentation and make a final determination as to the validity of the expenditures.

5. The City will provide the County's Chief Executive Officer within ninety (90) days after the end of the City's fiscal year ending in June 2021, a report itemizing actual expenditures funded by monies received pursuant to this Agreement.

6. It is understood and agreed that any County Funds paid to the City hereunder may only be used for the purposes specified in this Agreement. In furtherance of this understanding, it is agreed that should the County determine that any Funds paid to the City hereunder have been used for purposes other than those authorized by this Agreement, the City is required to immediately refund any such Funds to the County.

H. UNUSED OR MISUSED FUNDS OR PROPERTY

1. If there are any unused funds at the expiration or termination of the Agreement, City shall promptly return any such funds to the County.

2. City shall not purchase any property that is not authorized by County as part of the Project. The County reserves the right to take possession of any property purchased with misused County funds as determined by the County if City fails to make timely repayment of such County funds.

3. Nothing contained in this Section F shall limit or prevent the County from taking any and all action to seek repayment of unused County funds or County funds that were not used in accordance with the terms of this Agreement.

I. TERMINATION

1. The County reserves the right to terminate this Agreement without cause upon sixty (60) days advance written notice to the City. City may submit a written request to terminate this Agreement only if the County should substantially fail to perform its responsibilities as provided herein.

2. The County may terminate the Agreement for cause. The term "for cause" shall mean that the City fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the termination of the Agreement shall be effective as of the date indicated on the County's notification to the City. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County and all costs to the County shall be deducted from any sum due to the City under this Agreement.

3. Other than provided by Section I(2), Notice of termination shall be given, in writing, at least sixty (60) days in advance and shall be complete when delivered to either party.

4. The parties may agree to suspend or cancel the Agreement if the City or the County's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the City is unable to render service of any action by any governmental authority.

5. In the event of termination, the City will provide a detailed report of expenditures and the balance of the unexpended amount will be refunded to the County within thirty (30) days of the termination.

J. INDEMNIFICATION

The City agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, actions, causes of action, or expense of any kind, including, but not limited to, defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the City's participation in this Agreement, including any workers' compensation suits, Federal Fair Labor Standards Act, State wage or hour law violations, liability, or expense, arising from or connected with services performed by or on behalf of the City by any person pursuant to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

K. CONFLICT OF INTEREST

The City covenants that neither the City nor any of its agents, officers, employees, or sub-contractors who presently exercise any function of responsibility in connections with the Agreement has a personal interest, direct or indirect, in the Agreement, except to the extent he or she may receive compensation for his or her performance pursuant to this Agreement.

The City, its agents, officers, employees, and sub-contractors shall comply with all applicable federal, State, and County laws and regulations governing conflict of interest.

L. AMENDMENTS

1. Any change in the terms of this Agreement, including the performance period of the Agreement and any increase or decrease in the amount of the Agreement, which are agreed to by the County and the City shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

2. Such amendments shall be authorized subject to the approval of County Counsel as to form.

M. NOTICES AND APPROVALS

All notices and approvals shall be directed to and made by the following representatives of the parties:

1. To the County:	Chief Executive Office Attn: Cheri Thomas Kenneth Hahn Hall of Administration, Room 745 500 West Temple Street Los Angeles, CA 90012
2. To the City:	City Name: Address: Contact Information:

N. NONDISCRIMINATION

The City shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or

mental handicap, medical condition, or place of residence in the use of the Funds paid to the City pursuant to this Agreement.

O. COMPLIANCE WITH THE LAW

The City shall comply with all applicable Federal, State, and County laws, regulations and policies in connection with its activities pursuant to this Agreement.

P. SEVERABILITY

If any provision of this Agreement, or the applicable thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without invalid provision or application, and to this end the provisions of the Agreement are severable.

Q. RIGHTS AND REMEDIES NOT EXCLUSIVE

The rights and remedies of the County provided in any given paragraph, as well as throughout the Agreement, are not exclusive and are cumulative with any and all other rights and remedies under the Agreement, at law, or equity.

R. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and City.

S. EFFECTIVE DATE

The effective date of this Agreement shall be on the date this Agreement is executed by the County's Chief Executive Officer.

T. ASSIGNMENTS AND SUBCONTRACTS

City shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void.

Any assumption, assignment, delegation, or takeover of any of City's duties, responsibilities, obligations or performance of same by any entity other than City, whether through assignment, subcontract, delegations, merger, buyout, or any other mechanism, with or without consideration for any reason requires the County's prior written approval. Failure to obtain such written approval shall be a material breach of this Agreement.

In the event City assign, delegates, or subcontracts its duties under this Agreement to an organization receiving, or scheduled to receive census outreach funds from

County, City must demonstrate how the duties and/or obligations considered are separate and distinct and that such assignment or subcontract will serve to fill an existing gap in Census outreach.

U. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

City shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. City's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

V. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

City acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/wp-content/uploads/2018/03/PolicyOfEquity.pdf). The City further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The City, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the City, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the City to termination of contractual agreements as well as civil liability.

IN WITNESS WHEREOF, the City has executed this Agreement, or caused it to be duly executed by its authorized representative, and the County of Los Angeles by order of its Board of Supervisors, has delegated to its Chief Executive Officer the authority to execute this Agreement on its behalf on the date and year written below.

CITY OF _____

By: _____ _____
Title Date

ATTEST:

Name
City Clerk

By:_____ _____
Date

APPROVED AS TO FORM FOR THE CITY:

Name
City Attorney

By:_____ _____
Date

COUNTY OF LOS ANGELES

By: _____ _____
Sachi A. Hamai Date
Chief Executive Officer

APPROVED AS TO FORM FOR THE COUNTY:

Mary C. Wickham
County Counsel

By:_____ _____
Date

Principal Deputy County Counsel

EXHIBIT A

RESPONSIBILITIES & REQUIREMENTS

A Council resolution, order, motion, ordinance or similar document shall be received by the County before the parties can enter into a valid subaward Agreement. A list of all tasks and deliverables are set forth below.

Administrative Requirement - Board Resolution	
The City is required to have a legally binding resolution, order, motion or ordinance or similar document from the City Council authorizing execution of the agreement.	
Task 1 -- Strategic Implementation Plan In order for City to directly receive its census funding allocation, by **DATE** the City must provide the County with the City's Strategic Implementation Plan, which shall address subtasks 1.1 through 1.8. The County's Chief Executive Office must approve (in writing) the Strategic Implementation Plan.	
1.1	Outreach Plan – City shall provide a plan that includes a local, grassroots approach to reaching the least likely to respond with specific strategies, tactics and timeline(s), as well as description of specific collaboration(s), partnership(s), and leveraging of resources to achieve the highest self-response rate on the census 2020 questionnaire. Further components are listed below:
1.2	Approach – City shall describe its approach to outreach, including: • Identification of least likely to respond areas and populations vis-a-vis census blocks within the local jurisdiction (to locate the census blocks within your City that qualify as HTC based on the CA-HTC Index and/or the U.S. Census Bureau's Low Response Score (LRS) please refer to the following link: http://arcg.is/1PyCTz). • specific strategies, tactics and timelines to educate motivate and activate City's HTC areas/populations • how City will utilize partnerships and leverage resources via approved activities/expenditures to achieve the highest self-response rate on the 2020 Census Questionnaire.
1.3	Partnership Coordination -- City shall provide a plan showing its integrated and coordinated approach working with the US Census Bureau, the California Complete Count Committee, the County Complete Count Committee, schools, community-based organizations, and other civil society organizations to avoid duplication and to identify methodology to address gaps.
1.4	Language Access Plan – There are over 200 non-English languages spoken across the County. City shall provide a plan that includes strategies, tactics and resources, including partnerships, to address language access in the local jurisdiction. City's plan must be consistent with the requirements of

	the California Complete Count's Language and Communications Access Plan, as further delineated at https://census.ca.gov/wp-content/uploads/sites/4/2019/06/LACAP.pdf.
1.5	Budget – City shall provide a budget proposal for the City's allocated funding provided by the County including, but not limited to: • Administrative costs (not to exceed 5% of total allocation) • Outreach (e.g. events, meetings, materials, etc.) • Media
1.6	Volunteers – City agrees that if City intends to utilize volunteers pursuant to this Agreement, such use of volunteers must abide by State requirements as indicated in Exhibit C, regarding the use of volunteers during 2020 Census outreach.
1.7	Timeline of activities during the term of this contract.
1.8	City shall describe its intention to measure results throughout the contract. City shall include specific details in its Strategic Implementation Plan such as: • Accountability Measures • Data to be collected – Type and Quantity • Evaluation Methodology/Approach
Task 2 – Activities Report	
2.0	Immediately upon contract execution, City shall submit on a monthly basis, an Activities Tracking Sheet documenting any events held and/or expenditures completed made using funds obtained pursuant to this Agreement.
Task 3 - Written Progress Report	
3.0	No later than February 14, 2020, City shall submit a written report to County which must include: • Completed Activities Tracking Sheets so that information is prepared for SwORD data uploads, • Language access plan updates • Calendar and event updates • Budget Update • Other criteria to be determined by the County (e.g. Activity Summary, Deliverable Status, Concerns/Issues)
Task 4 - Final Report	
4.0	A final report is due on **August 31, 2020**. At a minimum, the final report shall include:

	• Local response outcome including specific self-response rate • Detailed report on strategies, tactics and timeline(s) used throughout the outreach campaign • Lessons learned and best practices that may inform subsequent census outreach efforts in the local jurisdiction • Evaluations, criteria used and further recommendations for 2030

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

Cities with allocations less than $10,000.00 will receive their full allocation following County approval of Strategic Implementation Plan.

Cities will allocations greater than $10,000.00 will receive funds in increments. Following satisfactory completion of the milestones outlined below, and upon receipt and approval of the appropriate invoice, the County agrees to compensate the City in accordance with the rates/costs specified herein.

BREAKDOWN OF PAYMENT **Total Allocation:**

	Milestone	Payment Percentage	Payment Amount	Anticipated Payment Date
1	Strategic Implementation Plan	50%	$_____	Upon County Approval
2	Progress Report	40%	$_____	Upon County Approval
3	Final Report	10%	$_____	August 31, 2020
			Total Contract:	

The City will become eligible for the funds described above following the satisfactory completion of each milestone outlined above. Prior to disbursement, the City must submit an invoice for reimbursement pursuant to Exhibit B, Section 1A. In no event shall the City request or be entitled to reimbursement from the County for obligations entered into or for cost(s) incurred prior to the effective date or after this Agreement terminates.

A. The City shall submit invoices, in accordance with the payment schedule above. Each line item listed on invoice must represent an allowable or approved expenditure. Invoices must include the following:

1) Agreement number;
2) Invoice number;
3) Invoice date;
4) Invoice total;
5) City's remittal address;
6) Billing and/or performance period covered by invoice;

B. Invoices shall be submitted physically to the address listed below:

County of Los Angeles – Chief Executive Office

500 W. Temple Street, Room 723
Los Angeles, CA 90012

Attn: Cheri Thomas

2. BUDGET CONTINGENCY

A. It is mutually agreed that if the State's Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to the City or to furnish any other consideration under this Agreement, and the City shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the State's Budget Act for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County or offer an agreement to the City to reflect a reduction in the amount.

3. TIMELY SUBMISSION OF FINAL INVOICE

A. A final undisputed invoice that is clearly marked "Final Invoice" shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement.

B. If the County disputes the Final Invoice or any item in the Final Invoice, the County shall provide written notice to the City describing the reason or reasons the County's disputes the Final Invoice, and the City shall be required to submit a corrected Final Invoice to the County no later than ten (10) calendar days after the date the City received the County's written notice.

C. If the City fails to submit a corrected Final Invoice within the time required, or if the City's corrected Final Invoice fails to correct the disputed item, the County shall have the right to elect to deny payment of the disputed item and pay only the undisputed amounts under the Final Invoice.

D. The County may, at its discretion, choose not to honor any final invoice submitted after the deadline specified in Exhibit B, above if the City fails to obtain prior written County approval of an alternate Final Invoice submission deadline.

Attachment II

City and Unincorporated Area Allocations by Outreach Regions

Gateway COG Region (Southeast)

Sup District	City/Unincorporated Area	City/UA Contractor Funding Base (Greater calculation of LRS and CA-HTC Index methodologies.) *	Contractor Operations Allocation	Contractor Admin **	City/UA Allocation (Contractor Operations + Admin)	County Admin **		City/UA Allocation Based on LRS	City/UA Allocation Based on CA-HTC Index
4	Avalon	$ 10,939	$ 9,845	$ 547	**$ 10,392**	$ 547		$ 10,392	$ 5,684
1	Bell	$ 53,851	$ 48,465	$ 2,693	**$ 51,158**	$ 2,693		$ 45,723	$ 51,158
1	Bell Gardens	$ 59,834	$ 53,850	$ 2,992	**$ 56,842**	$ 2,992		$ 51,958	$ 56,842
4	Bellflower	$ 53,851	$ 48,465	$ 2,693	**$ 51,158**	$ 2,693		$ 49,880	$ 51,158
1	Commerce	$ 19,689	$ 17,721	$ 984	**$ 18,705**	$ 984		$ 18,705	$ 11,368
2	Compton	$ 150,952	$ 135,858	$ 7,547	**$ 143,405**	$ 7,547		$ 143,405	$ 102,316
1	Cudahy	$ 35,900	$ 32,310	$ 1,795	**$ 34,105**	$ 1,795		$ 24,940	$ 34,105
4	Downey	$ 63,444	$ 57,100	$ 3,172	**$ 60,272**	$ 3,172		$ 60,272	$ 28,421
4	Hawaiian Gardens	$ 17,950	$ 16,156	$ 897	**$ 17,053**	$ 897		$ 12,470	$ 17,053
1	Huntington Park	$ 89,696	$ 80,726	$ 4,485	**$ 85,211**	$ 4,485		$ 85,211	$ 73,895
4	Lakewood	$ 13,126	$ 11,814	$ 656	**$ 12,470**	$ 656		$ 12,470	$ 5,684
2	Lynwood	$ 83,767	$ 75,391	$ 4,188	**$ 79,579**	$ 4,188		$ 78,976	$ 79,579
1	Maywood	$ 41,884	$ 37,696	$ 2,094	**$ 39,790**	$ 2,094		$ 33,253	$ 39,790
4	Norwalk	$ 32,816	$ 29,534	$ 1,641	**$ 31,175**	$ 1,641		$ 31,175	$ 28,421
4	Paramount	$ 65,817	$ 59,235	$ 3,291	**$ 62,526**	$ 3,291		$ 54,037	$ 62,526
1	Pico Rivera	$ 30,628	$ 27,566	$ 1,531	**$ 29,097**	$ 1,531		$ 29,097	$ 17,053
4	Santa Fe Springs	$ 15,314	$ 13,782	$ 766	**$ 14,548**	$ 766		$ 14,548	$ 5,684
4	Signal Hill	$ 4,375	$ 3,937	$ 219	**$ 4,156**	$ 219		$ 4,156	$ -
1	South Gate	$ 107,701	$ 96,931	$ 5,385	**$ 102,316**	$ 5,385		$ 93,525	$ 102,316
1	Vernon	$ 4,375	$ 3,937	$ 219	**$ 4,156**	$ 219		$ 4,156	$ -
4	Whittier	$ 41,567	$ 37,409	$ 2,079	**$ 39,488**	$ 2,079		$ 39,488	$ 22,737
4	Unincorporated - Cerritos	$ 539	$ 485	$ 27	**$ 512**	$ 27		$ -	$ 512
1	Unincorporated - East Los Angeles	$ 175,359	$ 157,823	$ 8,768	**$ 166,591**	$ 8,768		$ 166,591	$ 158,227
2	Unincorporated - East Rancho Dominguez	$ 34,639	$ 31,175	$ 1,732	**$ 32,907**	$ 1,732		$ 32,907	$ 24,959
2	Unincorporated - Florence-Firestone	$ 90,927	$ 81,835	$ 4,546	**$ 86,381**	$ 4,546		$ 86,381	$ 82,781
4	Unincorporated - Santa Catalina Island	$ 2,165	$ 1,949	$ 108	**$ 2,057**	$ 108		$ 2,057	$ 1,023
4	Unincorporated - South Whittier	$ 28,144	$ 25,330	$ 1,407	**$ 26,737**	$ 1,407		$ 26,737	$ 13,020
1	Unincorporated - Walnut Park	$ 12,990	$ 11,690	$ 650	**$ 12,340**	$ 650		$ 12,340	$ 10,916
4	Unincorporated - West Whittier/Los Nietos	$ 12,990	$ 11,690	$ 650	**$ 12,340**	$ 650		$ 12,340	$ 4,150
		$ 1,355,229	**$ 1,219,705**	**$ 67,762**	**$ 1,287,467**	**$ 67,762**			

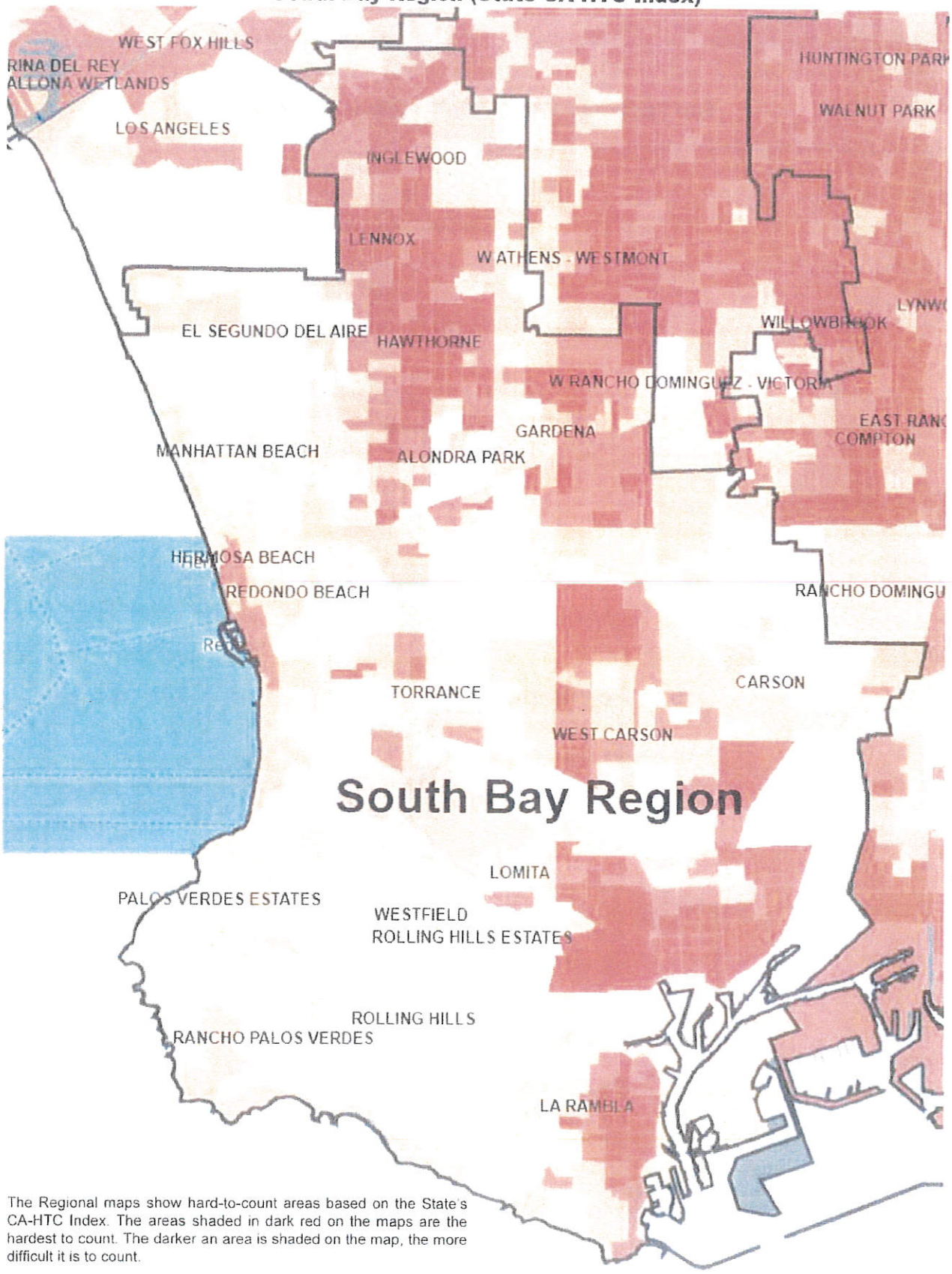
Cities and Unincorporated Areas in the Region that do not have hard-to-survey areas based on either LRS or CA-HTC Index:

4	Artesia
4	Cerritos
4	La Habra Heights
4	La Mirada
	Unincorporated - East La Mirada
	Unincorporated - East Whittier
	Unincorporated - La Habra Heights
	Unincorporated - Lakewood
	Unincorporated - Long Beach
	Unincorporated - North Whittier
	Unincorporated - Rancho Dominguez
	Unincorporated - Rosewood
	Unincorporated - San Clemente Island
	Unincorporated - Sunrise Village
	Unincorporated - Whittier

* The funding base for outreach in each hard-to-survey city or unincorporated area is the greater amount of the two methodologies used (Census Bureau's Low Response Score (LRS) vs. State's CA-HTC Index) since each methodology includes slightly different variables.

** The County will use 5% of the City/UA Funding Base to administer the program and the Contractor would be able to use 5% of the City/UA Funding Base for administration. The amounts in the highlighted City/UA Allocation column include the allowed Contractor Admin

South Bay Region (State CA-HTC Index)



The Regional maps show hard-to-count areas based on the State's CA-HTC Index. The areas shaded in dark red on the maps are the hardest to count. The darker an area is shaded on the map, the more difficult it is to count.

October 22, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE FIRST QUARTERLY BUDGET AMENDMENT TO THE 2019-2020 FISCAL YEAR BUDGET AND TRANSFERRING FUNDS BETWEEN VARIOUS ACCOUNTS

SUMMARY

Adoption of this resolution will authorize amendments to the Fiscal Year 2019-2020 Adopted Budget which was adopted by the City Council on June 25, 2019. Consistent with its commitment to prudence, the Council will review the Fiscal Year 2019-2020 first quarter expenditures.

Based on this review, Council will consider a resolution to amend expenditure appropriations to address budgetary issues that arose between the adoption of the budget and the end of the first quarter of Fiscal Year 2019-2020. The City Manager is recommending salary savings to be transferred to various department accounts to supplement funds for areas that are currently in need of additional staffing. All of these transactions are “cost neutral” (i.e. they do not increase or decrease net Budget appropriations).

BACKGROUND

The annual budget is a planning document used to fund policies and programs as directed by Council, and is based on assumptions and projections. As a result of the first quarter monitoring, staff revised expenditures to address the addition of new positions to improve levels of service and to make necessary budget corrections.

STATEMENT OF THE ISSUE

Budget Adjustment for Fiscal Year 2019-2020

The proposed budget amendments for the first quarter are all cost neutral and do not affect the total revenues and expenditures balances projected for the Fiscal Year 2019-2020 Budget. The proposed changes specifically focus more on additional positions added to increase the level in services provided.

The following budget transactions are necessary in order to balance all expenditures, correct any inadvertent errors, and increase the City's level of service

1) Additional Positions and Increase Level of Services

The City Manager has identified positions that can be funded using salary savings realized in the first quarter of Fiscal Year 2019-2020 in order to increase level of services provided. Some vacant positions had to be removed and some accounts in Operations and Maintenance had to be decreased in order to deliver a cost-neutral effect.

Proposed positions are to address customer service in the departments of Building & Safety and Public Works who have experienced a significant increase in calls and walk-in customers. Management and oversight is needed in Human Resources and Legal Interns will address legal claims for the City Attorney's Office. The following are the proposed changes:

Add Positions:

- One (1) 1.0 FTE Building Inspector II – Building & Safety
- One (1) 1.0 FTE Permit Technician – Building & Safety
- One (1) 1.0 FTE Office Assistant I – Public Works Engineering
- One (1) 1.0 FTE Administrative Specialist – Public Works Streets
- One (1) 1.0 FTE Deputy Director of Human Resources – HR
- One (1) 1.0 PTE Production Aide – City Manager
- One (1) 0.15 FTE Housing Manager – Local Housing Authority
- Two (2) 0.5 PTE Legal Interns – City Attorney

Delete Positions:

- One (1) 1.0 FTE Human Resources Analyst – HR
- One (1) 1.0 FTE Program & Compliance Manager – Public Works

Increase Budget Accounts:

• 1001-770-000-4101	Permanent Salaries	$ 85,635.00
• 1001-770-000-4101	Workers Compensation	$ 1,831.00
• 1001-770-000-4101	Life Insurance	$ 221.00
• 1001-770-000-4101	Dental Insurance	$ 1,200.00
• 1001-770-000-4101	Vision Insurance	$ 435.00
• 1001-770-000-4101	Unemployment Insurance	$ 238.00
• 1001-770-000-4101	State Disability Insurance	$ 720.00
• 1001-770-000-4101	Medicare	$ 1,044.00
• 1001-790-000-4101	Permanent Salaries	$ 15,538.00

Increase Budget Accounts:

• 1004-720-000-4101	Permanent Salaries	$ 22,647.00
• 6000-720-000-4101	Permanent Salaries	$ 15,098.00
• 6300-420-000-4101	Permanent Salaries	$ 9,600.00
• 6400-420-000-4101	Permanent Salaries	$ 22,400.00
• 7002-510-000-4262	Permanent Salaries	$ 22,501.00
	Total	**$199,108.00**

Decrease Budget Accounts:

• 1001-510-000-4101	Salary Savings	$ 34,172.00
• 1001-560-000-4101	Salary Savings	$ 2,670.00
• 1001-610-000-4250	Communication	$ 39,613.00
• 1001-650-000-4101	Salary Savings	$ 27,603.00
• 1001-770-000-4210	Office Supplies	$ 2,804.00
• 1004-710-000-4101	Salary Savings	$ 16,415.00
• 1004-810-000-4101	Salary Savings	$ 6,232.00
• 6000-710-000-4101	Salary Savings	$ 15,098.00
• 6300-420-000-4265	Workers Comp Pay	$ 9,600.00
• 6400-420-000-4268	Liability Payments	$ 22,400.00
• 7002-510-000-4171	Overtime	$ 1,000.00
• 7002-510-000-4210	Office Supplies	$ 1,501.00
• 7002-510-000-4262	Other Professional Serv.	$ 20,000.00
	Total	**$199,108.00**

2) Reprographic Equipment Operator Correction

The Fiscal Year 2019-2020 Budget has allocated Two (2) Reprographics Equipment Operators I. The City actually has One (1) Reprographics Equipment Operators I and One (1) Reprographics Equipment Operators II. This Position was incorrectly listed in the budget and therefore the budget needs to be corrected to accurately reflect the following changes:

Add:

- One (1) 1.0 FTE Reprographics Equipment Operator II

Delete:

- One (1) 1.0 FTE Reprographics Equipment Operator I

Increase Budget Accounts:

• 6200-510-000-4101	Permanent Salaries	$ 6,570.00
	Total	**$ 6,570.00**

Decrease Budget Accounts:

• 6200-510-000-4171	Overtime	$ 1,570.00
• 6200-510-000-4249	Special Dept. Expense	$ 5,000.00
	Total	**$ 6,570.00**

3) Street Superintendent Correction

The Fiscal Year 2019-2020 Budget has the Street Superintendent inadvertently listed in salary range 170E. The personnel summary in the Public Works Streets budget needs to be revised to reflect the correct salary range of 176E and needs to be increased by $5,965. Account funds were decreased by $5,965 in order to be cost neutral.

Increase Budget Accounts:

• 1004-720-000-4101	Permanent Salaries	$ 2,386.00
• 2300-720-000-4101	Permanent Salaries	$ 2,386.00
• 2502-720-000-4101	Permanent Salaries	$ 1,193.00
	Total	**$ 5,965.00**

Decrease Budget Accounts:

• 1004-710-000-4101	Salary Savings	$ 901.00
• 1004-720-000-4243	Boot Allowance	$ 1,485.00
• 2300-720-000-4171	Overtime	$ 2,386.00
• 2502-720-000-4171	Overtime	$ 1,193.00
	Total	**$ 5,965.00**

4) Transfer of Fleet Fund – Automotive Repairs

The Fiscal Year 2019-2020 Budget has allocated the full amount of all automotive parts and repairs in account 6000-720-000-4236. These funds should be separated between Maintenance & Repairs and Automotive Repairs in order to budget accordingly. These accounts were incorrectly listed in the budget and therefore the budget needs to be corrected to accurately reflect the following changes:

Decrease Budget Accounts:

• 6000-710-000-4101	Permanent Salaries	$27,958.00
• 6000-720-000-4236	Maintenance & Repairs	$22,042.00
	Total	**$50,000.00**

Increase Budget Accounts:

• 6000-720-000-4229	Automotive Repairs	$50,000.00
	Total	**$50,000.00**

A complete summary of the proposed Budget amendments per fund and object code are identified in **"Attachment A"** which details these fund transfers by fund and account number.

The proposed Budget Amendments transfer First Quarter Salary Savings to various accounts with no net changes to the 2019-2020 Fiscal Year Budget. They correct any inadvertent errors and increase the City's level of service. All changes are to take effect on the commencement of Fiscal Year 2019-2020 Second Quarter, October 1, 2019.

FISCAL IMPACT

As outlined in this report, given the anticipated salary savings identified in the first quarter, the City of Compton has a balanced budget and the recommendations are cost neutral and does not have a negative impact on the City's balanced budget.

ALTERNATIVE

The budget amendments outlined above are critical adjustment necessary to ensure that the City continues with a balanced Fiscal Year 2019-2020 budget meanwhile providing constituents with the best quality of level of services. However, the Council has the option of considering the recommendation individually, collectively, or in the numbered groups.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager to make the Budget Amendments to the FY 2019-2020 Budget, as detailed in **"Attachment A."**

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE FIRST QUARTERLY BUDGET AMENDMENT TO THE 2019-2020 FISCAL YEAR BUDGET AND TRANSFERRING FUNDS BETWEEN VARIOUS ACCOUNTS

WHEREAS, pursuant to Resolution No. 25,058, the City of Council of the City of Compton adopted the Fiscal Year 2019-2020 budget on June 25, 2019; and

WHEREAS, it is necessary to make amendments to the adopted 2019-2020 Fiscal Year Budget to transfer 2019-2020 First Quarter salary savings from Combined Funds as identified in *"Attachment A"* in the amount of $183,570 in order to fund new positions that will increase level of services provided with no net change in Budget costs to the City; and

WHEREAS, the Fiscal Year 2019-2020 Budget has allocated Two (2) Reprographics Equipment Operators I. The City actually has One (1) Reprographics Equipment Operators I and One (1) Reprographics Equipment Operators II. These Position were incorrectly listed in the budget and therefore the budget needs to be corrected to accurately reflect the changes in the amount of $6,570 with no net change in Budget costs to the City; and

WHEREAS, the Fiscal Year 2019-2020 Budget has the Street Superintendent inadvertently listed in salary range 170E. The personnel summary in the Public Works Streets budget needs to be revised to reflect the correct salary range of 176E and the budget needs to be corrected to accurately reflect the changes in the amount of $5,965 with no net change in Budget costs to the City; and

WHEREAS, the Fiscal Year 2019-2020 Budget has allocated the full amount of all automotive parts and repairs in account 6000-720-000-4236. These funds should be separated between Maintenance & Repairs and Automotive Repairs in order to budget accordingly. These accounts were incorrectly listed in the budget and therefore the budget needs to be corrected to accurately reflect the changes in the amount of $50,000 with no net change in Budget costs to the City; and

WHEREAS, the proposed Budget Amendments transfer First Quarter Salary Savings to various accounts with no net changes to the 2019-2020 Fiscal Year Budget. They correct any inadvertent errors and increase the City's level of services; and

WHEREAS, all changes are to take full effect on the commencement of Fiscal Year 2019-2020 Quarter #2, October 1, 2019.

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 make the following budget amendment to the Fiscal Year 2019-2020 adopted budget for Additional Positions and Increase Level of Services:

Add Positions:

- One (1) 1.0 FTE Building Inspector II – Building & Safety
- One (1) 1.0 FTE Permit Technician – Building & Safety
- One (1) 1.0 FTE Office Assistant I – PW Engineering
- One (1) 1.0 FTE Administrative Specialist – PW Streets
- One (1) 1.0 FTE Deputy Director of Human Resources – HR
- One (1) 1.0 PTE Production Aide – City Manager
- One (1) 0.15 FTE Housing Manager – Local Housing Authority
- Two (2) 0.5 PTE Legal Interns – City Attorney

Delete Positions:

- One (1) 1.0 FTE Human Resources Analyst - HR
- One (1) 1.0 FTE Program & Compliance Manager – PW

Increase Budget Accounts:

• 1001-770-000-4101 Permanent Salaries	$ 85,635.00
• 1001-770-000-4101 Workers Compensation	$ 1,831.00
• 1001-770-000-4101 Life Insurance	$ 221.00
• 1001-770-000-4101 Dental Insurance	$ 1,200.00
• 1001-770-000-4101 Vision Insurance	$ 435.00
• 1001-770-000-4101 Unemployment Insurance	$ 238.00
• 1001-770-000-4101 State Disability Ins.	$ 720.00
• 1001-770-000-4101 Medicare	$ 1,044.00
• 1001-790-000-4101 Permanent Salaries	$ 15,538.00
• 1004-720-000-4101 Permanent Salaries	$ 22,647.00
• 6000-720-000-4101 Permanent Salaries	$ 15,098.00
• 6300-420-000-4101 Permanent Salaries	$ 9,600.00
• 6400-420-000-4101 Permanent Salaries	$ 22,400.00
• 7002-510-000-4262 Permanent Salaries	$ 22,501.00
Total	**$199,108.00**

Decrease Budget Accounts:

• 1001-510-000-4101 Salary Savings	$ 34,172.00
• 1001-560-000-4101 Salary Savings	$ 2,670.00
• 1001-610-000-4250 Communication	$ 39,613.00
• 1001-650-000-4101 Salary Savings	$ 27,603.00
• 1001-770-000-4210 Office Supplies	$ 2,804.00
• 1004-710-000-4101 Salary Savings	$ 16,415.00
• 1004-810-000-4101 Salary Savings	$ 6,232.00
• 6000-710-000-4101 Salary Savings	$ 15,098.00
• 6300-420-000-4265 Workers Comp Pay	$ 9,600.00
• 6400-420-000-4268 Liability Payments	$ 22,400.00
• 7002-510-000-4171 Overtime	$ 1,000.00
• 7002-510-000-4210 Office Supplies	$ 1,501.00
• 7002-510-000-4262 Other Professional Serv.	$ 20,000.00
Total	**$199,108.00**

SECTION 2. That the City Manager is hereby authorized to make the following budget amendment to the Fiscal Year 2019-2020 adopted budget for Reprographic Equipment Operator Correction:

Add:

- One (1) 1.0 FTE Reprographics Equipment Operator II

Delete:

- One (1) 1.0 FTE Reprographics Equipment Operator I

Increase Budget Accounts:

• 6200-510-000-4101	Permanent Salaries	$ 6,570.00
	Total	**$ 6,570.00**

Decrease Budget Accounts:

• 6200-510-000-4171	Overtime	$ 1,570.00
• 6200-510-000-4249	Special Dept. Expense	$ 5,000.00
	Total	**$ 6,570.00**

SECTION 3. That the City Manager is hereby authorized to make the following budget amendment to the Fiscal Year 2019-2020 adopted budget for Street Superintendent Correction:

Increase Budget Accounts:

• 1004-720-000-4101	Permanent Salaries	$ 2,386.00
• 2300-720-000-4101	Permanent Salaries	$ 2,386.00
• 2502-720-000-4101	Permanent Salaries	$ 1,193.00
	Total	**$ 5,965.00**

Decrease Budget Accounts:

• 1004-710-000-4101	Salary Savings	$ 901.00
• 1004-720-000-4243	Boot Allowance	$ 1,485.00
• 2300-720-000-4171	Overtime	$ 2,386.00
• 2502-720-000-4171	Overtime	$ 1,193.00
	Total	**$ 5,965.00**

SECTION 4. That the City Manager is hereby authorized to make the following budget amendment to the Fiscal Year 2019-2020 adopted budget for Fleet Fund Automotive Repairs Correction:

Decrease Budget Accounts:

• 1001-510-IT0-4101	Permanent Salaries	$ 85,520.00
	Total	**$ 85,520.00**

Increase Budget Accounts:

• 1001-510-IT0-4262	Automotive Repairs	$ 85,520.00
	Total	**$ 85,520.00**

SECTION 5. That the City Manager is hereby authorized to make the following General Fund and Combined Funds Budget Amendment transfers between various accounts as stipulated in **"Attachment A"**, attached hereto and incorporated herein to this Budget Amendment Resolution.

SECTION 6. That all changes are to take effect on October 1, 2019.

SECTION 7. That a certified copy of this Resolution shall be filed in the Offices of the City Clerk, City Attorney, City Manager and City Controller.

SECTION 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: 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

Fiscal Year 2019-2020 First Quarter Budget Amendment

Attachment A - Consolidated

General Fund - 1001			**Decrease**	**Increase**
Decrease	Permanent Salaries	1001-510-000-4101	$ 34,172	
Decrease	Permanent Salaries	1001-560-000-4101	$ 2,670	
Decrease	Communication	1001-610-000-4250	$ 39,613	
Decrease	Permanent Salaries	1001-650-000-4101	$ 27,603	
Decrease	Office Supplies	1001-770-000-4210	$ 2,804	
			$ 106,862	
Increase	Permanent Salaries	1001-770-000-4101		$ 85,635
Increase	Workers Compensation	1001-770-000-4190		$ 1,831
Increase	Life Insurance	1001-770-000-4194		$ 221
Increase	Dental Insurance	1001-770-000-4195		$ 1,200
Increase	Vision Insurance	1001-770-000-4196		$ 435
Increase	Unemployment Insurance	1001-770-000-4197		$ 238
Increase	State Disability Insurance	1001-770-000-4198		$ 720
Increase	Medicare	1001-770-000-4199		$ 1,044
Increase	Permanent Salaries	1001-790-000-4101		$ 15,538
				$ 106,862
				$ 0

Measure P - 1004			**Decrease**	**Increase**
Decrease	Permanent Salaries	1004-710-000-4101	$ 17,316	
Decrease	Permanent Salaries	1004-810-000-4101	$ 6,232	
Decrease	Boot Allowance	1004-720-000-4243	$ 1,485	
			$ 25,033	
Increase	Permanent Salaries	1004-720-000-4101		$ 25,033
				$ 25,033
				$ -

State Gas Tax - 2300			**Decrease**	**Increase**
Decrease	Overtime	2300-720-000-4171	$ 2,386	
			$ 2,386	
Increase	Permanent Salaries	2300-720-000-4101		$ 2,386
				$ 2,386
				$ -

Fiscal Year 2019-2020 First Quarter Budget Amendment

Attachment A - Consolidated

Citywide Lighting & Landscaping - 2502			**Decrease**	**Increase**
Decrease	Overtime	2502-720-000-4171	$ 1,193	
			$ 1,193	
Increase	Permanent Salaries	2502-720-000-4101		$ 1,193
				$ 1,193
				$ -

Equipment Fund - 6000			**Decrease**	**Increase**
Decrease	Permanent Salaries	6000-710-000-4101	$ 43,056	
Decrease	Maintenance & Repair	6000-720-000-4236	$ 22,042	
			$ 65,098	
Increase	Permanent Salaries	6000-720-000-4101		$ 15,098
Increase	Automotive Repairs	6000-720-000-4229		$ 50,000
				$ 65,098
				$ -

Reproduction Fund - 6200			**Decrease**	**Increase**
Decrease	Special Department Expense	6200-510-000-4249	$ 5,000	
Decrease	Overtime	6200-510-000-4171	$ 1,570	
			$ 6,570	
Increase	Permanent Salaries	6200-510-000-4101		$ 6,570
				$ 6,570
				$ -

Workers Comp - 6300			**Decrease**	**Increase**
Decrease	Workers Comp Pay	6300-420-000-4265	$ 9,600	
			$ 9,600	
Increase	Permanent Salaries	6300-420-000-4101		$ 9,600
				$ 9,600
				$ -

Fiscal Year 2019-2020 First Quarter Budget Amendment

Attachment A - Consolidated

General Liability - 6400			**Decrease**	**Increase**
Decrease	Liability Payments	6400-420-000-4295	$ 22,400	
			$ 22,400	
Increase	Permanent Salaries	6400-420-000-4101		$ 22,400
				$ 22,400
				$ -

Government Cable TV - 7002			**Decrease**	**Increase**
Decrease	Overtime	7002-510-000-4171	$ 1,000	
Decrease	Office Supplies	7002-510-000-4210	$ 1,501	
Decrease	Other Professional Services	7002-510-000-4262	$ 20,000	
			$ 22,501	
Increase	Permanent Salaries	7002-510-000-4101		$ 22,501
				$ 22,501
				$ -

Fiscal Year 2019-2020 First Quarter Budget Amendment

Attachment A

General Fund - 1001			**Decrease**	**Increase**
DELETE	HR Analyst	1001-560-000-4101	$ 70,350	
Salary Savings	Assistant City Manager	1001-510-000-4101	$ 34,172	
Salary Savings	Office Assistant II	1001-560-000-4101	$ 9,558	
Salary Savings	Purchase Manager	1001-650-000-4101	$ 27,603	
Reduce	Office Supplies	1001-770-000-4210	$ 2,804	
Reduce	Communication	1001-610-000-4250	$ 39,613	
			$ 184,100	
ADD	Deputy Director HR	1001-560-000-4101		$ 77,238
ADD	Building Inspector II	1001-770-000-4101		$ 54,000
ADD	Permit Technician	1001-770-000-4101		$ 31,635
Increase	Workers Compensation	1001-770-000-4190		$ 1,831
Increase	Life Insurance	1001-770-000-4194		$ 221
Increase	Dental Insurance	1001-770-000-4195		$ 1,200
Increase	Vision Insurance	1001-770-000-4196		$ 435
Increase	Unemployment Insurance	1001-770-000-4197		$ 238
Increase	State Disability Insurance	1001-770-000-4198		$ 720
Increase	Medicare	1001-770-000-4199		$ 1,044
Increase	Permanent Salaries	1001-790-000-4101		$ 15,538
				$ 184,100
				$ 0

Measure P - 1004			**Decrease**	**Increase**
DELETE	Program & Compliance Manager	1004-710-000-4101	$ 43,056	
Salary Savings	Office Aide	1004-810-000-4101	$ 6,232	
Reduce	Boot Allowance	1004-720-000-4243	$ 1,485	
			$ 50,773	
ADD	Office Assistant I	1004-710-000-4101		$ 25,740
ADD	Administrative Specialist	1004-720-000-4101		$ 22,648
Correction	Street Superintendent	1004-720-000-4101		$ 2,386
				$ 50,773
				$ -

State Gas Tax - 2300			**Decrease**	**Increase**
Reduce	Overtime	2300-720-000-4171	$ 2,386	
			$ 2,386	
Correction	Street Superintendent	2300-720-000-4101		$ 2,386
				$ 2,386
				$ -

Fiscal Year 2019-2020 First Quarter Budget Amendment

Attachment A

Citywide Lighting & Landscaping - 2502			**Decrease**	**Increase**
Reduce	Overtime	2502-720-000-4171	$ 1,193	
			$ 1,193	
Correction	Street Superintendent	2502-720-000-4101		$ 1,193
				$ 1,193
				$ -

Equipment Fund - 6000			**Decrease**	**Increase**
DELETE	Program & Compliance Manager	6000-710-000-4101	$ 43,056	
Reduce	Maintenance & Repair	6000-720-000-4236	$ 22,042	
			$ 65,098	
ADD	Administrative Specialist	6000-720-000-4101		$ 15,098
Increase	Automotive Repairs	6000-720-000-4229		$ 50,000
				$ 65,098
				$ -

Reproduction Fund - 6200			**Decrease**	**Increase**
DELETE	Reprographics Equipment Operator 1	6200-510-000-4101	$ 41,760	
Salary Savings	Reprographics Equipment Operator 1	6200-510-000-4101	$ 1,518	
Reduce	Special Department Expense	6200-510-000-4249	$ 5,000	
Reduce	Overtime	6200-510-000-4171	$ 1,570	
			$ 49,848	
ADD	Reprographics Equipment Operator 2	6200-510-000-4101		$ 49,848
				$ 49,848
				$ -

Workers Comp - 6300			**Decrease**	**Increase**
Reduce	Workers Comp Pay	6300-420-000-4265	$ 9,600	
			$ 9,600	
ADD	Legal Intern (2)	6300-420-000-4101		$ 9,600
				$ 9,600
				$ -

General Liability - 6400			**Decrease**	**Increase**
Reduce	Liability Payments	6400-420-000-4295	$ 22,400	
			$ 22,400	
ADD	Legal Intern (2)	6400-420-000-4101		$ 22,400
				$ 22,400
				$ -

Fiscal Year 2019-2020 First Quarter Budget Amendment

Attachment A

Government Cable TV - 7002			**Decrease**	**Increase**
Reduce	Overtime	7002-510-000-4171	$ 1,000	
Reduce	Office Supplies	7002-510-000-4210	$ 1,501	
Reduce	Other Professional Services	7002-510-000-4262	$ 20,000	
			$ 22,501	
ADD	Production Aide I	7002-510-000-4101		$ 22,501
				$ 22,501
				$ -

November 5, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING A CHARTER REVIEW COMMITTEE FOR THE CITY OF COMPTON**

SUMMARY

City Council members have requested that a resolution be brought forth for City Council consideration and approval which will establish a Charter Review Committee for the City of Compton to formulate and present recommended Charter amendments to the City Council.

BACKGROUND

Article XI, Section 3 of the California Constitution empowers a city, for its own government, to adopt, amend, revise or repeal a charter by majority vote of its electors. The City of Compton was incorporated as a charter city on May 11, 1888. The City's Charter was last amended in 2012.

The City Council desires to establish a City Charter Review Committee to evaluate existing City Charter provisions and recommend any proposed amendments to the City Council for consideration as a ballot measure(s) in the 2020 statewide general election. The City Council has requested that the City Attorney prepare a resolution that would establish a Charter Review Committee, the appointment, qualifications and jurisdiction of the Committee and its members, in addition to other pertinent matters.

STATEMENT OF THE ISSUE

The primary purpose and responsibilities of the Charter Review Committee will include to: (1) hold public meetings to receive input on proposed Charter amendments; and, (2) present a formal written report, with its recommendations as to which, if any, Charter amendments should be considered for placement before the City's electorate, to the City Council for review, discussion and consideration.

The Charter Review Committee will be an advisory body to the City Council solely created for the purpose of reviewing the City Charter and recommending proposed Charter amendments to the City Council. The City Council would retain discretion to modify, reject or approve any Committee recommendations and to propose additional Charter amendments.

In summary, the attached proposed resolution will establish a Charter Review Committee with the following (not exclusive) provisions:

- Consist of eleven (11) voting members, two (2) appointed by each Council member and three (3) appointed by the Mayor
- Establish qualifications for membership
- Specify the Committee's purpose and jurisdiction
- Identify deadline for presentation of the Committee's recommendations and final report to the City Council and the termination of the Committee's existence

The City Manager shall appoint a City staff person who shall keep a record of the Committee proceedings and transactions and the City Attorney, or his designee, shall serve as the Legal Advisor to the Charter Review Committee.

Staff has also prepared the attached draft timeline for the Charter reviewing process, commencing with consideration and adoption of this resolution, appointment of members to the Charter Review Committee to formulate and present recommended Charter amendment(s) to the City Council, and the calling of an election on November 3, 2020 (i.e. statewide general election date for year 2020). Any voter approved Charter amendments would become effective upon filing with the Secretary of State.

FISCAL IMPACT

The financial impact to provide staff support are predicted to be minimal and will be absorbed by affected Department budgets. If proposed Charter amendments are ultimately referred to the voters, the City will incur costs associated with the City of Compton's election expenses. Stipends are not authorized for service on this Committee.

RECOMMENDATION

No recommendation is offered by staff. Resolution presented for consideration and adoption pursuant to request of Council members.

DAMON M. BROWN
CITY ATTORNEY

APPROVED FOR FORWARDING

CRAIG J. CORNWELL
CITY MANAGER

Attachmts: Proposed Resolution
Draft Timeline

CJC:DMB:RAR:nb

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING A CHARTER REVIEW COMMITTEE FOR THE CITY OF COMPTON

WHEREAS, Article XI, Section 3 of the California Constitution empowers a city, for its own government, to adopt, amend, revise or repeal a charter by majority vote of its electors; and

WHEREAS, the City of Compton was incorporated as a charter city on May 11, 1888; and

WHEREAS, the Compton City Charter was last amended in 2012 and the City Council desires to establish a City Charter Review Committee to evaluate existing City Charter provisions and recommend any proposed amendments to the City Council for consideration as a ballot measure(s) in the 2020 statewide general election; and

WHEREAS, the primary purpose and responsibilities of the Charter Review Committee will include to: (1) hold public meetings to receive input on proposed Charter amendments; and, (2) present a formal written report, with its recommendations as to which, if any, Charter amendments should be considered for placement before the City' electorate, to the City Council for review, discussion and consideration; and

WHEREAS, the Charter Review Committee will be an advisory body to the City Council solely created for the purpose of reviewing the City Charter and recommending proposed Charter amendments to the City Council, which shall retain discretion to modify, reject or approve any Committee recommendations and to propose additional Charter amendments; and

WHEREAS, the financial impact to provide staff support are predicted to be minimal and will be absorbed by affected Department budgets.

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

Section 1. That a Charter Review Committee of the City of Compton is hereby established as follows:

a. Creation of Committee. There is hereby established a Charter Review Committee of the City of Compton ("Committee"). The Committee shall consist of eleven (11) voting members. The Committee is an advisory body to the City Council solely created for the purpose of reviewing the City Charter and recommending proposed Charter amendments to the City Council. The City Council shall retain discretion to modify, reject or approve any Committee recommendations and to propose additional Charter amendments.

b. Appointments to Committee. Each Council member shall appoint two (2) members to the Committee and the Mayor shall appoint three (3) members to the Committee (each such appointee, individually, a "Council Appointee" and collectively, "Council Appointees"). At the Committee's first meeting, the Council Appointees shall, as their first item of business, select a Chairperson and a Vice Chairperson by a majority vote of the Council Appointees.

c. Committee Appointee Qualifications. Council Appointees must, at all times during their service on the Committee, be Compton residents and registered voters of the City. The composition of the Committee should consist of a balance of viewpoints, background, opinion and experience. Elected officials and anyone related to or employed by (city staff or professional staff) elected officials in Compton are prohibited from serving on the Committee.

d. **Committee Vacancies.** A Council Appointee serves at the pleasure of the Councilmember appointing him or her. If a Council Appointee, who is appointed by a City Councilmember still holding office as a Councilmember, resigns from the Committee, then that Councilmember may select a replacement Committee member. If a Council Appointee appointed by a former Councilmember resigns from the Committee, then a replacement shall be selected by the Councilmember who replaces the former Councilmember, provided that if there is no such replacement Councilmember within thirty (30) days of the former Councilmember's vacancy, then the City Council shall make the appointment.

e. **Committee Jurisdiction.** The Committee's sole and exclusive purpose and jurisdiction shall be to review the City Charter and provide, in the time period required by this Resolution, recommendations to the City Council proposing specific amendments to the City Charter. The Committee shall take input from the public on proposed Charter amendments. The Committee shall, if requested by a Councilmember or the City Council, consider such matters as specifically requested by the Councilmember or City Council.

f. **Committee Recommendations and Final Report.** The Committee's recommendations shall be delivered in a written final report to the City Council by no later than **March 24, 2020**, or through such other means and on such other dates as shall be set by the City Council. The final report shall be signed by a majority of the membership on the Committee. The final report shall offer recommendations on individual Charter amendments. The final report containing the Committee's recommendations shall thereafter be discussed by the City Council at upcoming meetings, which may include public hearings.

The City Council reserves the right in acting on the Committee's recommendations to approve, modify, or reject any Committee recommendations and to propose additional Charter amendments. The City Council may place one or more proposed Charter amendment(s) on the ballot as stand-alone ballot questions, or alternatively, place groups of proposed Charter amendments on the ballot in one or more ballot questions.

g. **Committee Staff, Consultants and Advisor.** To assist the Committee, the City's staff and City's consultants are authorized to provide logistical support, community outreach assistance, and all necessary information to the Committee regarding the Committee's jurisdiction described in subsection (e) above. The City Manager shall appoint a City staff person to the Committee, who shall keep a record of its proceedings and transactions and assist the Committee in complying with the applicable provisions of the Ralph M. Brown Act (California Government Code Sections 54950 *et seq.)*. The City Attorney shall serve as the Legal Advisor to the Committee.

h. **Committee Meeting Dates/Times.** To encourage public input and access, the Committee shall meet regularly on the first (1st) and third (3rd) Monday of each month. The time of Committee regular meetings shall be determined and published by the Committee. Special meetings of the Committee shall be held on the call of the Chairperson or a majority of the membership.

i. **Subcommittees.** The Committee may create and assign tasks to subcommittees composed solely of Committee members and have those subcommittees report to the full Committee.

j. **Automatic Termination of Committee.** The Committee shall automatically terminate thirty (30) days after delivery of the final report to the City Council, unless otherwise extended by the City Council pursuant to resolution.

k. **Open Meetings, Applicable Rules; Website.** The Committee and its members shall be governed by the Ralph M. Brown Act ("Brown Act"), applicable City laws, rules and policies (including, without limitation, with respect to conflicts of interest) and all other applicable laws. Unless excepted by provisions of the Brown Act, Committee meetings shall be open to the public. Committee agendas, minutes, and schedules of the Committee, as well as matters related to the Charter review shall be made available for viewing on the City's website at www.comptoncity.org.

l. **Procedural Rules.** If desired, the Committee may adopt procedures for the conduct of its meetings and activities that are necessary and convenient to enable the Committee to carry out its functions.

Section 2. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller and City Clerk.

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

ADOPTED this _____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) 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: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –

_____
CITY CLERK OF THE CITY OF COMPTON

ADVISORY CHARTER REVIEW COMMITTEE FINAL REPORT PROPOSED TIMELINE FOR NOVEMBER 3, 2020 ELECTION

DATE	PURPOSE
NOVEMBER 1, 2019 – November 25, 2019	APPLICANT RECRUITMENT OF ADVISORY CHARTER COMMITTEE
NOVEMBER 26, 2019	APPOINTMENT OF THE 2020 CHARTER REVIEW COUNCIL APPOINTEES AT CITY COUNCIL MEETING
DECEMBER 2, 2019 *First Meeting*	SELECTION OF CHAIR AND VICE-CHAIR
BI WEEKLY MEETINGS *First Monday* *Third Monday* *City Council Chambers* *December 2, 2019 – March 16, 2020 (8 Meetings)*	ADVISORY COMMITTEE MEETINGS: (1) REVIEW CITY CHARTER (2) DISCUSS/PROPOSE AMENDMENTS TO CITY CHARTER (3) PREPARE FINAL REPORT WITH RECOMMENDATIONS ON PROPOSED CHARTER REVISIONS (4) LEGAL REVIEW OF PROPOSED CHANGES IN FINAL REPORT (5) MEET AND CONFER WITH UNIONS IF REQUIRED
MARCH 24, 2020	PRESENTATION OF FINAL REPORT ON PROPOSED CHANGES AT CITY COUNCIL MEETING
MARCH 24, 2020 – MAY 5, 2020	CITY COUNCIL REVIEW OF COMMITTEE'S FINAL REPORT
MAY 11, 2020*	NOTICE OF FIRST PUBLIC HEARING
JUNE 2, 2020**	PUBLIC HEARING #1 – PROPOSED CHARTER AMENDMENTS
JUNE 15, 2020	NOTICE OF SECOND PUBLIC HEARING
JULY 7, 2020* *The second public hearing shall be held at least 30 days after the first public hearing - Government Code §34458 (b)*	PUBLIC HEARING #2 – PROPOSED CHARTER AMENDMENTS
AUGUST 4, 2020 *City Council cannot conduct a vote on whether to approve the submission to the voters of the proposal to adopt a charter until 21 days after the second public hearing – Government Code §34458 (b)*	CITY COUNCIL TO ADOPT RESOLUTION CALLING FOR A NOVEMBER 3, 2020 ELECTION TO PRESENT PROPOSED CHARTER AMENDMENTS TO VOTERS
AUGUST 7, 2020 *City Council on its own motion may propose to amend or cause to be amended, a charter and may submit the proposal for the amendment to the voters at the next established statewide general election provided there are at least 88 days before the election – Government Code §9255(b)*	DEADLINE TO SUBMIT CHARTER BALLOT MEASURE TO LOS ANGELES COUNTY REGISTRAR
NOVEMBER 3, 2020	ELECTION DAY PROPOSED CHARTER AMENDMENTS TO APPEAR ON GENERAL ELECTION BALLOT

**Notice of the public hearings is to be given by publication pursuant to Government Code §6066, in a newspaper designated by City Council and circulated throughout the City and by posting this notice in three public places within the jurisdiction at least 21 days prior to the public hearing.*

***The proposed schedule is time sensitive and dependent on a multi-step hearing process. If there are any date changes to the proposed timeline beginning with the June 2, 2020 public hearing, it will not be possible to place a charter amendment proposal on the November 3, 2020 ballot. .*

November 5, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A CITY-WIDE CLEAN COMPTON INITIATIVE

SUMMARY:

This resolution requests that the City Council formally approved the enactment of the Clean Compton Initiative. The Clean Compton Initiative will be a city-wide targeted program covering every council district and consisting of a collaborative partnerships with key stakeholders within the City including: Compton residents, businesses, nonprofit community-based organizations and private sector businesses and enterprises.

If approved, the Clean Compton Initiative will create a comprehensive multi-faceted systematic approach to the eradication and prevention of blight in the City for the improvement of the quality of life for all who live, work, and visit the great city of Compton.

BACKGROUND

In 2016, “The Clean Compton Initiative” began as a citywide pilot program (attachment) to strategically target the cleanup and removal of illegal dumping of trash, debris, and abatement of graffiti throughout the City. Since then, the Clean Compton Initiative has developed into a citywide targeted effort to beautify, clean, abate and maintain the cleanliness of the City through strategically targeted municipal services, code enforcement, and community partnerships.

STATEMENT OF ISSUE

The development and implementation of the Clean Compton Initiative will be a multi-phased approach that will include the Council’s adoption and approval of Mission, Vision, Goals, Strategic objectives, multi-year Action Plan, Communication Outreach Plan, Partnership and Stakeholder Development Plan and a comprehensive schedule.

The Clean Compton Initiative is a highly distinctive and transparent community involved platform, where residents, business owners and concerned members of the Compton community and family have joined in a collaborative effort to beautify the City. The Clean Compton Initiative is an ever evolving operation incorporating a large range of projects toward an environmentally green and clean community.

The Clean Compton Initiative program is one of several strategic initiatives and programs created to accomplish the goals of Section 10.1 in the City's Health Element of the General Plan (City General Plan scheduled for updating by 2021). The Health Element addresses public health challenges and opportunities to develop a safer and healthier environmental condition for all Compton stakeholders (including resident, business, and visitors to the City).

STATEMENT OF THE ISSUE

The Clean Compton Initiative will encourage all City stakeholders to take ownership in improving the quality of life for all who live, work, and visit the great city of Compton. In addition, the Clean Compton Initiative will also prioritize our citywide targeted effort to beautify, clean, abate and maintain the cleanliness of the City through strategically targeted municipal services, code enforcement, and community partnerships.

FINANCIAL IMPACT

The initial expenditures will be limited to Ten Thousand Dollars ($10,000) and is located in FY 2019-2020 fund account number 1001-510-000-4249.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution, approving the Clean Compton Initiative.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A CITY-WIDE CLEAN COMPTON INITIATIVE

WHEREAS, staff is proposing to formally enact the Clean Compton Initiative which will involve City staff, City code awareness, corporate sponsorships, signage and other methods of promotion, city businesses, residents, and nonprofit community-based organizations; and

WHEREAS, the Clean Compton Initiative encourage all City stakeholders to take ownership in improving the quality of life for all who live, work, and visit the great city of Compton; and

WHEREAS, the Clean Compton Initiative will also expand a citywide targeted effort to beautify, clean, abate and maintain the cleanliness of the City through strategically targeted municipal services, code enforcement, and community partnerships; and

WHEREAS, staff will implement goals and objectives and the strategic allocation of resources in identifying and cultivating external partnerships for this program; and

WHEREAS, the initial expenditures will be limited to Ten Thousand Dollars ($10,000) and is located in FY 2019-2020 fund account number 1001-510-000-4249.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to formally enact The Clean Compton Initiative involving City staff, City code awareness, corporate sponsorships, city businesses, residents, signage and other methods of promotion and nonprofit community-based organizations.

SECTION 2. That funds for the Clean Compton Initiative shall not exceed Ten Thousand Dollars ($10,000) and is budgeted in FY 2019-2020 fund account number 1001-510-000-4249.

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

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, 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

Clean Compton Initiative

Office of Mayor Aja Brown
June 21, 2017
100 Day Action Plan

EXECUTIVE SUMMARY

Objective

The Clean Compton Initiative is a city wide targeted effort to beautify, clean, abate and maintain the cleanliness of our City through community partnerships, municipal code enforcement and strategically targeted city services. This will be accomplished by a interdepartmental strategic planning with community input, implementation of best practices and robust reporting.

Solution

Create a implementation plan based on implementing improvement initiatives that target hot spot locations, priority open space projects (parks, medians, vacant lots) and identify impediments to maintenance, which includes Interdepartmental collaboration, community support, supplies/materials, man power. We will also identify policy solutions that can aid with enforcement efforts.

Focus

- Streets / Medians
- Illegal dumping
- Graffiti Abatement
- Public Spaces & Parks
- Business & Residential

STREETS & MEDIANS

Problem

The Clean Compton Initiative is a city wide targeted effort to beautify, clean, abate and maintain the cleanliness of our City through community partnerships, municipal code enforcement and strategically targeted city services.

Implementation

- Citywide weed abatement
- Removal of public owned grass plots that run along the sidewalk on major streets (Central)
- New trashcans wrapped with Clean Compton graphic
- Maintenance of trees on major thoroughfares (Rosecrans needs to be addressed immediately)
- Adopt a street/ median plan
- New bus benches with lighting, overhead covering, space for signage
- Wall climbing foliage Along Alameda Corridor
- Identify public or privately owned corners and blighted areas

ILLEGAL DUMPING

Strategy

Create a Environmental Enforcement Program that identifies dumping hot spots; creates an illegal dumping task force and public timeline for pickup.

Implementation

- Develop list and pick up schedule for illegal dumping hot spots
- Online reporting of illegal dumping
- Installation of Camera & CMC illegal dumping fine signage
- Community wide notification of CMC, enforcement and follow up
- Adopts stricter ordinances
- City supported neighborhood cleanups
- Illegal dumping fines are paid by perpetration cleaning up illegal dumping cleanup

Partners

- City of Compton; Parks and Recreation; Public Works
- The Compton Initiative
- Neighborhood block clubs
- Republic Waste
- LA CO Sheriff
- Community contractors

GRAFITTI ABATEMENT

Problem

Long standing graffiti around the City of Compton instigates gang violence, gang wars, influences gang culture and sends a message that the community supports and incubates gang activity. Graffiti is also a visible blight and visible pollution.

Strategy

Parter with community groups to install community murals and wall climbing foliage in graffiti hot spots to prevent tagging. Streamline graffiti reporting to the appropriate parties to expedite removal ie; online reporting, reporting through the app, graffiti reporting email, hotline number.

Implementation

- Murals/ mosaics on hot spots (recruit Compton artist for robust mural program)
- Free wall climbing foliage for businesses and residents with hot spot walls
- Install cameras
- Taggers who are caught pay off there ticket by removing graffiti and installing graffiti deterrents
- Posting of CMC of graffiti fine in hot spots;
- CMC code notification and enforcement to business (Removal within 24 hours)
- Online reporting of graffiti that goes straight to the contractor

Implementation Examples:

- City of LA Online Graffiti Reporting: https://myla311.lacity.org/portal/faces/home/service/create-sr?_adf.ctrl state=6y3uhmzqs_4&_afrLoop=7540778279760956#!

Partners

- City of Compton; Parks and Recreation; Public Works
- LA Conservation Corps
- The Compton Initiative
- LA County Sheriff
- Compton Empowered; Gang Intervention Team

BUSINESS & PRIVATE RESIDENTS

Problem

The lack of enforcement of the CMC as it relates to the maintenance of private residents and businesses has added to the blight of the community and cost to the city. Residents and business should be held responsible for the maintenance of their property.

Strategy

Create a database of privately owned vacant land, blighted buildings and dilapidated buildings. Create and enforce a robust city wide CMC enforcement effort with timelines, fines etc.

Implementation

- List of all vacant sights public and private. Enforcement of CMC for vacant land and property and enforcement of fines
- Residential CMC mail notifications and enforcement
  - Yards
  - Trash
  - Parking
  - Graffiti removal
  - Bulk Trash Reminders
- Business notification and enforcement of CMC
  - Vacant property; abandoned buildings (Downtown Compton Specifically)
  - Approved facade Signage
  - Enforcement of graffiti abatement on fetching

PARKS AND PUBLIC SPACES

Strategy

Create a community deck that identifies adoption opportunities and requirements throughout the city..

Implementation

- Maintenance schedule for parks and pocket parks (posted on website)
- Creative fencing/ wrapping of City owned pocket parks, vacant property ie; property available, invest in Compton"
- Alameda Corridor public right of way walking trail; workout; public use installation
- Improved maintenance plan of the MLK transit center/ bus bays (emptying trash, weed abatement, power washing) All highly used public spaces should be priority
- Strategic placement of large dumpster bins to prevent dumping in alley ways (Clean Compton Wrap)
- MOU / with Renaissance Plaza for daily trash pick up; Enforcement of CMC
- Adopt a pocket park for local organizations; stakeholders
  - Conversion to community gardens, open play space etc.

Partners

- City of Compton; Parks and Recreation; Public Works
- The Compton Initiative
- Neighborhood block clubs
- Local organizations; churches
- Metro CDC

COMMUNITY ENGAGEMENT

Strategy

Create a community task force to help implement the initiative through Monthly Service Days comprised of Community Cleanups, Community Service Days (park clean-ups, installation of drought tolerant landscaping in medians and public right-of-ways, curb red striping, a Large Community Dumpster, installing signage, light poll signage, identifying neighborhood abatement, etc.), critical outreach and engagement.

Implementation

- The Task Force will select additional community leaders to outreach to businesses, block club groups and community-based organizations to join the effort through various levels of support.
- Social media amplification
- Monthly meetings
- Launch "Clean Compton Tool-kit" - identifies engagement opportunities and will be prepared for each Councilmember to support efforts in their respective districts either in a lead or supportive role.

Partners

- City of Compton; Parks and Recreation; Public Works
- The Compton Initiative
- Neighborhood block clubs
- Local organizations; churches
- Metro CDC