

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

**COMPTON CITY COUNCIL
AGENDA
12/03/2019
5:30 PM**

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

REGULAR AGENDA

CITY MANAGER'S REPORT

1. ACTION ITEM -- REQUEST FOR CITY COUNCIL TO WAIVE FACILITY FEES FOR USE OF THE DOLLARHIDE COMMUNITY CENTER FOR REPAST SERVICES FOR DAISIE KENNEY TO BE HELD ON SATURDAY, DECEMBER 7, 2019 (\$500.00)

NEW BUSINESS

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR ALL AMERICAN ASPHALT CORPORATION FOR ROAD REPAIR SERVICES CITY-WIDE (\$2,474,868)
3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH COMMUNITY CAREER DEVELOPMENT DBA RANCHO DOMINGUEZ AMERICA'S JOB CENTER OF CALIFORNIA (AJCC) TO FORM A YOUTH TRAINING PROGRAM
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THIRTY-ONE (31) MONTH GRAFFITI ABATEMENT SERVICES AGREEMENT AND ESTABLISH A PURCHASE ORDER FOR COMMUNITIES PULLING TOGETHER FOUNDATION FOR CITY-WIDE GRAFFITI ABATEMENT SERVICES (\$465,000)
5. A RESOLUTION OF THE CITY OF COMPTON COUNTY OF LOS ANGELES AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR SB2 PLANNING GRANTS PROGRAM FUNDS
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING BUDGET AMENDMENT TO THE 2019-2020 FISCAL YEAR BUDGET AND TRANSFERRING FUNDS BETWEEN VARIOUS ACCOUNTS
7. 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 VOLUNTEERS OF AMERICA FOR ADDITIONAL SPACE AT THE NEIGHBORHOOD CENTER - 600 NORTH ALAMEDA STREET
8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO BLUE DIAMOND MATERIALS FOR PROVIDING ASPHALT TO BE USED FOR POTHOLE REPAIRS IN THE CITY (\$45,000.00)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 12/10/2019 @ 5:30 PM

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

December 3, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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

**RE: ACTION ITEM -- REQUEST FOR CITY COUNCIL TO WAIVE FACILITY
FEES FOR USE OF THE DOLLARHIDE COMMUNITY CENTER FOR
REPAST SERVICES FOR DAISIE KENNEY TO BE HELD ON
SATURDAY, DECEMBER 7, 2019 (\$500.00)**

The Parks and Recreation Department ("Department") received a request to utilize the Dollarhide Community Center on Saturday, December 7, 2019, from 10:00am to 2:00pm for the Daisy Kenney repast services. This event will consist of celebrating the life of Ms. Kenney as she is remembered by friends, family, and City of Compton colleagues.

Daisy Kenney was a retired City of Compton Employee with 26 years of service and served as the City representative for the *Compton Commission on the Status of Women*.

The family is requesting the use of the Dollarhide Community Center to conduct the event and is seeking a waiver of facility use fees; however, City policy does not give authorization for staff to waive fees for use of City-owned facilities for non-City related activities or business; thus, City Council approval is required.

Breakdown of the fees associated with use of the Dollarhide Community Center for the requested event are described below.

DEPARTMENT	COSTS
Facility Fees \$125 hour x 4 hours =\$500	\$500.00
General Services 1 Custodian x \$35 an hour x 6 hours = \$210	\$210.00
Security 1 Security x \$30 an hour x 6 hours = \$180	\$180.00
Total	\$890.00

**Action Item – Request for Facility Use Fee Waiver
Dollarhide Community Center
Daisie Kenney Repast
December 3, 2019, page 2**

As in the case of previous requests, City Council has the option of waiving the facility costs only of \$500.00 for the event. Staff costs for this event, assuming City Council waives the facility fee, would be \$390.00 and will be directed to be paid by the organizers.

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

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

December 3, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR ALL AMERICAN ASPHALT CORPORATION FOR ROAD REPAIR SERVICES CITY-WIDE (\$2,474,868)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a construction contract with All American Asphalt Corporation ("All American") for road repair services City-wide, establish a purchase order in the amount of Two Million Two Hundred Forty Nine Thousand Eight Hundred Eighty Dollars (\$2,249,880.00) and authorize a project contingency amount of Two Hundred Twenty Four Thousand Nine Hundred and Eighty Eight Dollars (\$224,988.00).

BACKGROUND

In 2017, the City of Compton ("City") performed an update to the Pavement Management System, which identified approximately 125 miles of "Fair" to "Very Poor" condition categories of streets. These findings indicate that proper preventative maintenance is significantly overdue and presents safety and liability concerns to the City.

The Road Repair Services Project consist of providing pothole repair services City-wide in accordance to the contract specifications and other contract documents. Specifically, the project will consist of pavement repairs such as pothole repairs on distressed areas.

In August 2019, the Public Works Department solicited Notice of Inviting Bids to contractors for the road repair services city-wide. The project was advertised in the Compton Bulletin on August 21st, 28th, September 4th and 8th, 2019. Bids were received and opened on September 12, 2019. Four (4) bids were received from the following contractors:

<u>Contractors</u>	<u>Amount</u>
All American Asphalt	\$2,249,880
EBS General Engineering	\$3,243,200
Palp dba Excel Paving	\$3,304,400
Shawnan	\$3,442,000

Based upon review of submitted bid documents, it has been determined that All American submitted the lowest responsive bid. Accordingly, staff recommends City Council award the construction contract to All American in the amount of \$2,249,880.00. Additionally, staff recommends that a ten percent (10%) contingency in the amount of \$224,988.00 for any unforeseen costs be authorized for this Project.

STATEMENT OF THE ISSUE

The City reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsive bidder and reject all other bids. After careful consideration, City staff deemed All American as the lowest responsive bidder. Therefore, in order to authorize the City Manager to enter into a contract and issue purchase orders for All American, City Council's authorization is necessary.

FISCAL IMPACT

The Public Works 2019-2020 Fiscal Year budget will be amended to transfer funds between accounts as follows:

From:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1004-720-000-4300	Capital Outlay	\$1,390,610
1520-710-0MR-4300	Capital Outlay	\$ 11,591
1528-710-000-4300	Capital Outlay	\$ 775,335
	<u>TOTAL</u>	<u>\$2,177,536</u>

To:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1004-720-000-4269	Other Contract Services	\$1,390,610
1520-720-0MR-4269	Other Contract Services	\$ 11,591
1528-720-000-4300	Other Contract Services	\$ 775,335
	<u>TOTAL</u>	<u>\$2,177,536</u>

Funds for this expenditure in the amount of \$2,474,868.00 (\$2,249,880 construction costs plus \$224,988 recommended contingency) will be available in the Public Works Department 2019-2020 Fiscal Year budget as follows:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1004-720-000- 4269	Other Contract Services	\$1,390,610
1520-720-0MR-4269	Other Contract Services	\$ 11,591
1528-720-000-4300	Other Contract Services	\$1,072,667
	<u>TOTAL</u>	<u>\$2,474,868</u>

ALTERNATIVE

Council can reject the bid and instruct staff to re-advertise, however, due to the desire of the City to move forward with this project, no other alternative is being proposed at this time.

RECOMMENDATION

That the City Council adopt the attached Resolution.

**JOHN STRICKLAND, PROJECT MANAGER
PUBLIC WORKS DEPARTMENT**

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE PUBLIC WORKS 2019-2020 FISCAL YEAR BUDGET TO
TRANSFER FUNDS, AUTHORIZING THE CITY MANAGER TO ENTER
INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A
PURCHASE ORDER FOR ALL AMERICAN ASPHALT CORPORATION
FOR ROAD REPAIR SERVICES CITY-WIDE (\$2,474,868)**

WHEREAS, in 2017, the City of Compton (“City”) performed an update to the Pavement Management System, which identified approximately 125 miles of “Fair” to “Very Poor” condition categories of streets and these findings indicate that proper preventative maintenance is significantly overdue and presents safety and liability concerns to the City; and

WHEREAS, the Road Repair Service Project consist of providing pothole repair services City-wide in accordance to the contract specification and other contract documents, specifically, the project will consist of pavement repairs such as pothole repairs on distressed areas; and

WHEREAS, in August 2019, the Public Works Department solicited a Notice of Inviting Bids (NIB) to contractors for the road repair services city-wide; and

WHEREAS, the project was advertised in the Compton Bulletin on August 21st, 28th, September 4th and 8th, 2019 and bids were received and opened on September 12, 2019; and

WHEREAS, four (4) bids were received from the following contractors:

<u>Contractors</u>	<u>Amount</u>
All American Asphalt	\$2,249,880
EBS General Engineering	\$3,243,200
Palp dba Excel Paving	\$3,304,400
Shawnan	\$3,442,000; and

WHEREAS, based upon review of submitted bid documents, it has been determined that All American Asphalt Corporation submitted the lowest responsive bid; and

WHEREAS, staff recommends City Council award the construction contract to All American Asphalt Corporation in the amount of \$2,249,880.00; and

WHEREAS, staff recommends that a ten percent (10%) contingency in the amount of \$224,988.00 for any unforeseen costs be authorized for this Project; and

WHEREAS, the Public Works 2019-2020 Fiscal Year budget will be amended to transfer funds between accounts as follows:

From:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1004-720-000-4300	Capital Outlay	\$1,390,610
1520-710-0MR-4300	Capital Outlay	\$ 11,591
1528-710-000-4300	Capital Outlay	\$ 775,335
	TOTAL	\$2,177,536

To:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1004-720-000-4269	Other Contract Services	\$1,390,610
1520-720-0MR-4269	Other Contract Services	\$ 11,591
1528-720-000-4300	Other Contract Services	\$ 775,335
TOTAL		\$2,177,536

WHEREAS, funds for this expenditure in the amount of \$2,474,868.00 (\$2,249,880 construction costs plus \$224,988 recommended contingency) will be available in the Public Works Department 2019-2020 Fiscal Year budget as follows:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1004-720-000- 4269	Other Contract Services	\$1,390,610
1520-720-0MR-4269	Other Contract Services	\$ 11,591
1528-720-000-4300	Other Contract Services	\$1,072,667
TOTAL		\$2,474,868

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

SECTION 1. That the bid of All American Asphalt Corporation in the amount of Two Million Two Hundred Forty Nine Thousand Eight Hundred and Eighty Dollars (\$2,249,880.00) is hereby accepted and all other bids rejected.

SECTION 2. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a construction contract with All American Asphalt Corporation for services performed on the Road Repair Services Project.

SECTION 3. That the Public Works 2019-2020 Fiscal Year budget will be amended to transfer funds between accounts as follows:

From:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1004-720-000-4300	Capital Outlay	\$1,390,610
1520-710-0MR-4300	Capital Outlay	\$ 11,591
1528-710-000-4300	Capital Outlay	\$ 775,335
TOTAL		\$2,177,536

To:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1004-720-000-4269	Other Contract Services	\$1,390,610
1520-720-0MR-4269	Other Contract Services	\$ 11,591
1528-720-000-4300	Other Contract Services	\$ 775,335
TOTAL		\$2,177,536

SECTION 4. That funds for this expenditure in the amount of \$2,474,868.00 (\$2,249,880 construction costs plus \$224,988 recommended contingency) will be available in the Public Works Department 2019-2020 Fiscal Year budget as follows:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1004-720-000- 4269	Other Contract Services	\$1,390,610
1520-720-0MR-4269	Other Contract Services	\$ 11,591
1528-720-000-4300	Other Contract Services	\$1,072,667
TOTAL		\$2,474,868

SECTION 5. That a purchase order in the amount of \$2,249,880.00 for construction costs is established for All American Asphalt Corporation.

SECTION 6. That a project contingency amount of Two Hundred Twenty Four Thousand Nine Hundred and Eighty Eight Dollars (\$224,988) is hereby authorized.

SECTION 7. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Public Works Department.

SECTION 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

**CONSTRUCTION SERVICES CONTRACT
BETWEEN
CITY OF COMPTON
AND
ALL AMERICAN ASPHALT CORPORATION
[Road Repair Services – City-wide Pothole Repair Project]**

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 **ALL AMERICAN ASPHALT CORPORATION** (hereinafter referred to as “**CONTRACTOR**”) located at 400 East Sixth Street, Corona, California 92879.

RECITALS:

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

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

C. City and Contractor enter into this Contract for the purpose of retaining All American Asphalt Corporation (Contractor/License No. 267073) to perform that work required pursuant to the “Road Repair Services Project – Pothole Repair” (“Project”).

D. Authorization to enter into this Contract 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 Contract (including all exhibits and schedules), any amendments and clarifications issued thereto, any “Bid/Unit Price Proposal/Scope of Work” submitted by the Contractor, the plans, general conditions, special provisions, standard and technical specifications, schedules, exhibits, drawings, designation of subcontractors, 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 (“Greenbook”), latest Edition (except as modified), Standard Specifications of the State of California Department of Transportation (CalTrans), latest Edition (except as modified), Work Area Traffic Control Handbook (WATCH), latest Edition, CalTrans Standard Drawings, latest edition, California Manual on Uniform Traffic Control Devices (CAMUTCD), latest Edition, MUTCD Latest California Supplement, and any and all other documents identified in the Contract Documents which together form the Contract between the City and the Contractor.

**Construction Services Agreement – All American Asphalt Corp.
Road Repair Services Project (City-wide Pothole Repairs)
Resolution No. ____/Public Works Department**

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 Contract and shall act in the best interests of City, as its fiduciary, in carrying out Contractor's duties and responsibilities under this Contract, 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:

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Resolution No. ____/Public Works Department**

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 of not more than **Two Hundred Dollars (200.00)** 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 Contract, 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,

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Road Repair Services Project (City-wide Pothole Repairs)
Resolution No. ____/Public Works Department**

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 of not more than **One Hundred Dollars (\$100.00)** for each calendar day and be subject to debarment from future public works projects with the City for a period not to exceed three (3) years for failure of Contractor to register to train apprentices or failure to pay the appropriate training contribution.

1.5.6 Certified Payrolls. Pursuant to California Labor Code Section 1776, Contractor shall keep weekly payroll records, which shall be certified under penalty of perjury to record the proper payment of prevailing wages for this Project. City shall accept computer printouts (which are then certified) in lieu of the standard form as long as the computer printout provides all of the same information as required on the certified payroll form. Failure of Contractor to provide the certified payrolls within ten (10) days of a written deficiency notice from the City shall result in a penalty of **Twenty Five Dollars (\$25.00)** per day per worker for each day of violation. City maintains the right to withhold any and all funds due the Contractor and/or his/her subcontractors in the event that certified payrolls are not maintained and provided to the City upon request.

1.5.7 Employment Eligibility. Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to the Immigration Reform and Control Act of 1986, as may be amended from time to time. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this 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.

1.6 Key Personnel.

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

1.6.2 City's Representative. City hereby designates the Director of the Public Works Department, or his/her designee, as City's Representative for this Project.

1.7 Independent Contractor.

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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 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 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/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.

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 Contract, the Contractor shall purchase a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

2.0 SCOPE OF SERVICES

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

CITY-WIDE ROAD REPAIR SERVICES (POTHOLE)

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

2.2 Management of Construction Work.

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

Contractor shall bear all costs associated with this Work, including, but not limited to, all

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professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by Contractor in connection with this Work.

3.0 CONTRACT PRICE

3.1 Total Compensation.

As full and complete compensation for the faithful performance of all of the Work hereunder performed by Contractor in accordance with the Contract Documents, City shall pay, and Contractor agrees to accept, a not-to-exceed maximum sum of **Two Million Two Hundred Forty Nine Thousand Eight Hundred and Eighty Dollars (\$2,249,880.00)** ("Contract Price"), subject to adjustments for changes in the Work as may be agreed to in writing by the City and Contractor.

3.2 The Contract Price, unless changed by 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 Contract in accordance with the provisions noted herein.

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

3.4 Retention.

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

- The occupation and use of the improvement by the City after cessation of labor on the Work; or
- The acceptance of the Work by the City; or
- Cessation of labor on the Work of improvement for continuous period of at least 100 days,

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- 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 Term.

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)

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identified by the City for repairs and work is completed or within a total of **One Hundred Eighty (180) working days** (this period is inclusive of time to procure needed materials, mobilization, etc.), whichever occurs first, unless this Contract 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 CONTRACT (AS ADJUSTED BY CHANGE ORDER FOR EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS), CITY WILL INCUR DAMAGES, THE AMOUNT OF WHICH WILL BE DIFFICULT OR IMPOSSIBLE TO ESTABLISH WITH CERTAINTY, INCLUDING BUT NOT LIMITED TO INEFFICIENCY AND DISRUPTION OF CITY'S OPERATIONS. THE PARTIES THEREFORE AGREE THAT FOR EACH DAY PAST THE COMPLETION DATES REFERRED TO IN PARAGRAPH 4.2.1 (AS ADJUSTED BY CHANGE ORDER FOR THE EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS) THAT THE WORK IS NOT SUBSTANTIALLY COMPLETE, CONTRACTOR SHALL PAY CITY THE SUM OF ONE THOUSAND DOLLARS (\$1,000) FOR EACH CALENDAR DAY DELAYED BEYOND THE TIME PRESCRIBED FOR FINISHING THE WORK AS LIQUIDATED DAMAGES. THIS SUM REPRESENTS A REASONABLE EFFORT TO ESTIMATE FAIR COMPENSATION FOR THE FORESEEABLE LOSSES CITY WILL INCUR ON ACCOUNT OF DELAYS IN SUBSTANTIAL COMPLETION OF THE WORK AND IS NOT A PENALTY. IF LIQUIDATED DAMAGES ARE NOT PAID, THE CITY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONEY DUE OR THAT MAY BECOME DUE TO THE CONTRACTOR UNDER THIS CONTRACT IN ADDITION TO ANY OTHER REMEDY AVAILABLE TO THE CITY. CONTRACTOR SHALL NOT BE ASSESSED LIQUIDATED DAMAGES IF THE DELAY IS CAUSED BY ACTS OF GOD WHICH COULD NOT REASONABLY HAVE BEEN FORSEEN OR GUARDED AGAINST; STRIKES, BOYCOTTS OR LIKE OBSTRUCTIVE ACTIONS BY CONTRACTOR'S OR IT'S SUBCONTRACTOR'S EMPLOYEES WHICH ARE BEYOND CONTRACTOR'S CONTROL; FAILURE OF CITY TO PERFORM; OR FAILURE OF A PUBLIC UTILITY TO RELOCATE OR REMOVE AN EXISTING UTILITY REQUIRED FOR PERFORMANCE OF THIS CONTRACT. CITY AND CONTRACTOR HEREBY INDICATE THEIR CONTRACT TO THE FOREGOING LIQUIDATED DAMAGES PROVISION:

City of Compton – City Manager

Contractor – All American Asphalt

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4.6 Construction Schedule.

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

5.0 CONSTRUCTION PHASE

5.1 General.

5.1.1 Contractor shall completely perform, to City's satisfaction, all of the Work in accordance with this Contract 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 Project sites/locations;

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

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.c The Project and all property located at the Project sites/locations, 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 Project sites/locations 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 Project sites/locations 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 Project sites/locations.

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

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

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

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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 Project sites/locations, 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: Contracts; 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

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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 Contract 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 Contract.

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, and concurrently with the execution of this Contract, 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.

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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 the 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 Contract 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 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. 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 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:

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

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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 Contract.

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

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

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

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

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

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

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

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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 Contract, 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, **Mark Luer**, **HEREBY CERTIFY** that I am the President, and duly authorized representative of the Contractor firm of **All American Asphalt** 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 Contract; 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 Contract; nor (iii) paid, or agreed to pay, to any

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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 Contract.

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:

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

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

10.2.3 Does not have a proposed debarment pending; and

10.2.4 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

10.2.5 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

10.2.5 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.

Mark Luer, President

(Date)

11.0 DEFAULT AND TERMINATION

11.1 Default by Contractor.

11.1.1 Notice of Default. Without limitation to any of City's other rights or remedies at law or in equity, City shall have the right to terminate this Contract in the event that Contractor fails or

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refuses to perform any of the obligations set forth in this Contract 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) working 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 Contract 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 Contract, 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 Contract, 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 Contract. City may, without terminating this Contract and reserving to itself all rights to recover losses related thereto, suspend all or any portion of this Contract 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 Contract. City may terminate all or any part of this Contract for cause according to the notice provisions set forth in this Contract, reserving to itself all rights to recover losses related thereto.

.e Invoke the Performance Bond. City may, with or without terminating this Contract 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 Contract is cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as "material" shall not be construed as implying that other breaches not so designated are not material nor shall such designations be construed as limiting City's right to terminate or the exercise of its other rights or remedies for default to only material breaches. City shall determine whether there has been noncompliance with the Contract Documents so as to warrant exercise by City of its rights and remedies for default. No termination or action taken by City after termination shall prejudice any other rights or remedies of City provided by law or equity or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all losses suffered by City.

11.2.3 Monies. In the event of a termination or suspension of all or a portion of the Work due to a default by Contractor, City shall have the right, without releasing Contractor or its sureties from liability for failure to fulfill this Contract, to withhold all or a portion of the monies owing or retained until final

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completion of the Work. Any cost over and above the Contract Price arising from the suspension of operations of this Contract 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 Contract; (v) failure to perform according to this Contract 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 Contract 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 Contract 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 Contract. 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 Contract. 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.

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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 Contract 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 Contract 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;

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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 Contract 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 Contract 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 Contract.

11.5.2 Continuous Performance. Provided that Contractor is paid undisputed sums due under this Contract, Contractor shall not stop, delay or interrupt continuous performance of the Work by reason of any dispute or disContract with City, including, without limitation, any disputes or disContracts 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.

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12.2 Governing Law. This Contract 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 Contract, 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 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.

12.5 Successors and Assigns. This Contract 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 Contract 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 Contract 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 Contract which by their nature continue beyond the termination or completion of performance under this Contract, 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.

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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.

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 Contract 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 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.

12.16 Entire Contract. The Contract Documents represent the entire and integrated Contract between City and Contractor and supersedes all prior negotiations, representations or Contracts, 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

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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 Contract 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 Contract on behalf of said party, (iii) by so executing this Contract, such party is formally bound to the provisions of this Contract, and (iv) the entering into this Contract does not violate any provision of any other Contract 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 Contract shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth (5th) day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one (1) business day after send by facsimile transmission.

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

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

with copies to:

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

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

All American Asphalt Corporation
400 East Sixth Street
Corona, California 92879
Attn: Mark Luer
(951) 736-7600
(951) 736-7646 - Fax

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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 Contract and the City, by its City Manager, who is authorized to do so, has executed this Contract.

**ALL AMERICAN ASPHALT CORPORATION
CONTRACTOR**

Dated: _____

By _____
Mark Luer, President

CITY OF COMPTON

Approved by:

Dated: _____

By _____
Craig J. Cornwell, City Manager

Approved as to form:

By _____
Damon M. Brown, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

DECEMBER 3, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DIRECTOR OF CAREERLINK

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH
COMMUNITY CAREER DEVELOPMENT DBA RANCHO DOMINGUEZ
AMERICA'S JOB CENTER OF CALIFORNIA (AJCC) FORM A YOUTH TRAINING
PROGRAM PARTNERSHIP**

SUMMARY

The CareerLink Department is requesting City Council's approval of a partnership and authorization for the City Manager to enter into an agreement with Community Career Development (CCD) dba Rancho Dominguez America's Job Center of California (AJCC).

BACKGROUND

AJCC receives funding from Los Angeles County Workforce Development, Aging and Community Services to administer Youth@Work programs for Compton Youth ages 14-24. The AJCC administers programs for Youth that provide a work-based training environment with the goal to encourage youth to learn about the profession workplace skills within the job sector that will expose them to a variety of different career fields to encourage and further their develop career goals and interests. Objectively, the program will provide Compton youth with the opportunity to develop the skills necessary to meet their present and future employment goals.

The City's participation in this program includes various city departments' participation by selecting a youth to be assigned to their department. Currently, staff is working with all of the City departments to identify their needs and identify youth workers that will fit each department needs. This is a six (6) month program from December 1, 2019 to June 30, 2020.

Upon City Council approval, staff will coordinate final review and execution of the agreement with the City Attorney's Office.

FISCAL IMPACT

There is no fiscal impact to the General Fund for this project. The salaries for the Youth workers will be paid by AJCC.

RECOMMENDATION

Staff recommends City Council's approval of a partnership and authorization for the City Manager to enter into an agreement with Community Career Development (CCD) dba Rancho Dominguez America's Job Center of California (AJCC).

**KIMBERLY MCKENZIE
EMPLOYMENT AND TRAINING SERVICES DIRECTOR**

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
COMMUNITY CAREER DEVELOPMENT DBA RANCHO DOMINGUEZ AMERICA'S
JOB CENTER OF CALIFORNIA (AJCC) TO FORM A YOUTH TRAINING PROGRAM
PARTNERSHIP**

WHEREAS, staff is requesting authorization to enter into a Partnership agreement with Community Career Development (CCD) dba Rancho Dominguez America's Job Center of America (AJCC); and

WHEREAS, Rancho Dominguez AJCC receives funding from Los Angeles County Workforce Development Aging and Community Services to administer Youth@Work Programs for Compton Youth ages 14-24; and

WHEREAS, Rancho Dominguez AJCC administers programs for youth that provides a work-based training environment with the goal to encourage youth to learn about professional workplace skills that will expose them to a variety of different career fields; and

WHEREAS, Rancho Dominguez AJCC's Youth Program will provide Compton Youth with at least 100 hours of work experience to develop the skills necessary to meet their present and future employment goals; and

WHEREAS, the City of Compton's participation in this program includes various City Department's selecting one or more youth to be assigned to their department; and

WHEREAS, the CareerLink Department will function as liaison between Rancho Dominguez AJCC and the City of Compton, and

WHEREAS, the Partnership Agreement shall be from December 1, 2019 through June 30, 2020, and

WHEREAS, the salaries for the Youth Workers will be paid for by Rancho Dominguez AJCC.

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

Section 1. That the City Council hereby authorizes the City Manager to enter into a Partnership Agreement with Community Career Development, Inc. dba Rancho Dominguez America's Job Center of California (AJCC).

Section 2. That the term of the Partnership Agreement shall be from December 1, 2019 through June 30, 2020.

Section 3. That there's no impact to the General Fund and the salaries of the Youth Workers will be paid by Rancho Dominguez AJCC.

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

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

ADOPTED this _____ day of _____, 2019

MAYOR OF THE CITY OF COMPTON

ATTEST

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by the City Council 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 Ordinance was adopted by the following vote, to wit:

AYES:	COUNCIL MEMBERS-
NOES:	COUNCIL MEMBERS-
ABSTAI:	COUNCIL MEMBERS-
ABSENT:	COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON



**LOS ANGELES COUNTY INVEST PROGRAM
TRANSITIONAL SUBSIDIZED EMPLOYMENT (TSE)
WORKSITE AGREEMENT**

This agreement is made and entered between Los Angeles County America's Job Center of California (AJCC):

Rancho Dominguez Comprehensive AJCC

AJCC Name

2909 East Pacific Commerce Drive, Rancho Dominguez, CA 90221

AJCC Address

and

CITY OF COMPTON

Worksite Name

205 S. Willowbrook Ave, 700 N. Bullis Road, 301 N. Tamarind Ave. Compton, Ca 90220

Worksite Address

The term of this Agreement shall be from the 5th day of November 2019 through June 30, 2020.

I. The Worksite agrees to:

- A. Adhere to all INVEST TSE program regulations and program-related policies.
- B. Adhere to the authorized work hours provided by INVEST AJCC staff.
- C. Provide meaningful work experience designed to promote the development of positive work habits and specific skills required for successful participation in the workforce.
- D. Worksite shall recognize that the position occupied by the participant is a temporary employment training assignment designed to prepare the participant for unsubsidized employment.
- E. Assure that this agreement will not displace currently employed worker(s) or impose on their promotional opportunities nor discriminate with regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability,

medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, military and veteran status, and sexual orientation. Worksite agrees to comply with all Federal, State, and County laws relating to employment, immigration, and to assure a drug-free workplace.

- F. Provide participants with an orientation to familiarize them with his/her duties, work hours, worksite expectations and provide emergency evacuation plans.
- G. Worksite shall provide a safe and sanitary physical work environment and working condition in accordance with State law and ADA regulations.
- H. Provide the LA County AJCC INVEST staff with a signed and completed INVEST Weekly Progress Report.
- I. Discuss with LA County AJCC INVEST staff any problems or conflicts that may arise concerning participant's workplace performance. Work with LA County AJCC INVEST staff to resolve issues.
- J. Worksite shall review participant timecard for accuracy prior to signing. Under no circumstances shall the worksite authorize the participant to sign their own timecard on the supervisor's line or another participant's timecard.
- K. Utilize only authorized timesheets which are provided by LA County.
- L. Give consideration to the possibility of hiring the participant, although there is no requirement to do so.
- M. Worksite shall not displace any current employee or volunteer in whole or in part with a participant, assign a participant to perform the tasks of an employee on layoff, with an INVEST participant as such action would violate the Federal Maintenance of Effort.
- N. Worksite shall not assign a participant to drive as part of his/her duties without written approval from LA County.
- O. Worksite shall submit a current Certificate of General Liability Insurance. Failure to maintain required insurance is cause for immediate termination of this Agreement and removal of the participant(s). City of Compton is Self-Insured.

II. The INVEST AJCC Agrees to:

- A. Provide the worksite with INVEST regulations and program-related policies.
- B. Provide an orientation to the Worksite Supervisor.

- C. Ensure that the worksite provides a meaningful work experience consistent with the goals of the INVEST program.
 - D. Ensure that the worksite provides participants with an orientation to familiarize participant with his/hers duties, work hours, worksite expectations and what do in case of an emergency.
 - E. Assume the cost of wages and all appropriate benefits. The INVEST AJCC is responsible for payment of INVEST participant's hours who are engaging in the Transitional Subsidized Employment portion of the INVEST program.
 - F. Review the Weekly Progress Reports, discuss evaluations with participant, and provide additional guidance for any needed improvements.
 - G. Discuss any problems or conflicts that may arise from participant's job performance immediately and review as part on the Weekly Progress Report. Work with the Worksite to resolve any problems as they arise.
 - H. Maintain accurate timesheet records, verify hours, and ensure that timesheets are signed by the participant and the supervisor prior to payment.
 - 1. Ensure the worksite utilizes only authorized timesheets.
 - J. Pick up the timesheets of the participants in a timely manner. Issue paychecks to the participants according to verified time records and agency payroll procedures.
 - K. Ensure that the worksite provides materials and equipment necessary to perform participant's duties.
 - L. Maintain a copy of the Worksite Agreement, Weekly Progress Reports, job description, all submitted timesheets, and other relevant forms for a minimum of three (3) years for audit purposes.
 - M. Ensure liability and accident coverage of participants during authorized work hours through workers' compensation as provided by WDACS- Operated America's Job Center of California.
- III. Worksite and INVEST AJCC agree that:**
- A. Neither party shall incur costs form each other arising from participation in the INVEST TSE Program.
 - B. Any modifications to this agreement shall be approved the County.

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

Community Career Development, (CCD) dba Rancho Dominguez America's Job Center of California (AJCC)

CCD/AJCC

BY Armando Loza

Armando Loza, CCD/AJCC Director

Dated: 10/31/19

CITY OF COMPTON

Recommended for Approval:

By _____

Kimberly McKenzie, Director
CareerLink Department

Dated: _____

Approved by:

By _____

Craig J. Cornwell, City Manager

Dated: _____

Approved as to form:

By _____

Damon M. Brown, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____

Alita Godwin, City Clerk



LOS ANGELES COUNTY YOUTH@WORK WORKSITE AGREEMENT

This agreement is between WDACS-Operated America's Job Centers of California (AJCCs) and partner AJCCs and Compton City Hall, and is effective from October 1, 2019 through June 30, 2020.

I. The Worksite agrees to:

- A. Adhere to all Youth@Work program regulations and program-related WDACS-Operated AJCCs' or partner AJCCs' policies.
- B. Adhere to all requirements in the Worksite Checklist including but not limited to American's With Disabilities Act (ADA), Health and Safety (General, Fire, and Earthquake), Emergency & Evacuation Plan, Workplace Postings and work restrictions required by Child Labor Laws.
Note: All Worksite Checklist requirements shall be met before any youth can begin work.
- C. Attend Worksite Supervisors' orientation conducted by the WDACS-Operated AJCCs or partner AJCCs.
- D. Adhere to the authorized work hours indicated on the Worksite Expectations Review form.
- E. Comply with California and Federal Child Labor Laws (maximum hours, breaks, etc.) and acknowledge the penalties for violating Federal Child Labor Laws.
- F. F. Ensure all minors under the age of 18 have a valid Work Permit.
- G. Provide meaningful work experience designed to promote the development of positive work habits and specific skills required for successful participation in the workforce.
- H. Assure that this agreement will not displace currently employed worker(s) or impose on their promotional opportunities.
- I. Provide youth with an orientation to familiarize the youth with his/her duties, work hours, worksite expectations and what to do in case of an emergency and provide clear emergency and evacuation procedures.
- J. Complete a Worksite Expectations Form for each youth when there is a change in the Worksite schedule or location.
- K. Provide the youth with supervision at all times and a clear line of supervision and accountability.
- L. Provide the WDACS-Operated AJCC or partner AJCC case manager with copy of signed Performance Evaluations on monthly basis and a final Performance Evaluation.
- M. Discuss any problems or conflicts that may arise from the youth's job performance immediately and review as part of the monthly Performance Evaluation. Work with the WDACS-Operated AJCC or partner AJCC to resolve problems as they arise.
- N. Maintain accurate timecard records, verifying hours, and ensure that timecards are signed by the youth and the supervisor prior to payment. Ensure any timecard

alterations, changes or corrections are initialed by the Supervisor and the youth
(THE USE OF WHITE OUT IS STRICTLY PROHIBITED).

- O. Provide the youth with copies of signed timesheets and other program or work related information as appropriate.
- P. Utilize only authorized timesheets which are provided by the WDACS-Operated AJCC or partner AJCC.
- Q. Ensure that timesheets are consistent with WDACS-Operated America's Job Centers of California procedures; it is not your responsibility to deliver the timesheets. It is the responsibility of the WDACS-Operated AJCC to pick up timesheets in a timely manner.
- R. Give full consideration to the possibility of hiring the youth, although there is no requirement to do so.
- S. Provide materials and equipment necessary to perform the duties of the work assignment.

II. The Youth Agency agrees to:

- A. Provide the worksite with Youth@Work regulations and program-related WDACSOperated AJCCs or partner AJCCs policies.
- B. Verify the worksite is in compliance with requirements in the Worksite Checklist.
Note: All Worksite Checklist requirements shall be met before any youth can begin work.
- C. Provide orientation to the Worksite Supervisors.
- D. Ensure that the worksite adheres to the authorized work hours indicated on the Worksite Expectations Review form.
- E. Ensure that the worksite adheres to the California and Federal Child Labor Laws (Maximum hours, breaks, etc.) and acknowledges the penalties for violating Federal Child Labor Laws.
- F. Ensure all minors under the age of 18 have a valid Work Permit.
- G. Ensure that the worksite provides meaningful work experience consistent with the goals of the Youth@Work program.
- H. Ensure that the worksite provides youth with an orientation to familiarize the youth with his/her duties, work hours, worksite expectations and what to do in case of an emergency and ensure clear emergency and evacuation procedures are in place.
- I. Verify that a Worksite Expectations Form is completed for each youth. A Worksite Expectations form must be completed when there is a change in the Worksite or Worksite schedule.
- J. Assume the cost of wages and all appropriate benefits. The Youth Agency is responsible for payment of Youth@Work youth hours as indicated in the Worksite Expectations Form.
- K. Verify that the youth is supervised at all times and ensure youth is provided a clear line of supervision and accountability.
- L. Review the Performance Evaluations on a monthly basis, discuss monthly evaluation with the youth, and provide additional guidance for any needed improvements.

- M. Discuss any problems or conflicts that may arise from the youth's job performance immediately and review as part of the monthly Performance Evaluation. Work with the Worksite to resolve problems as they arise.
- N. Maintain accurate timesheet records, verify hours, and ensure that timesheets are signed by the youth and the supervisor prior to payment. Ensure any timecard alterations, changes or corrections are initialed by the Supervisor and the youth. **(THE USE OF WHITE OUT IS STRICTLY PROHIBITED).**
- O. Ensure that the worksite provides the youth with copies of signed timesheets and other program or work related information as appropriate.
- P. Ensure the worksite utilizes only authorized timesheets.
- Q. Pick up the timesheets of the youth in a timely manner. Issue paychecks to the youth according to verified time records and agency payroll procedures.
- R. Ensure the worksite provides materials and equipment necessary to perform the duties of the work assignment.
- S. Maintain a copy of the Worksite Expectations Review, Worksite Agreement, job description, all submitted timesheets, and other relevant forms for a minimum of three (3) years for audit purposes.
- T. Provide ongoing oversight of the Youth@Work program and supportive services to the youth.
- U. Provide all Youth@Work youth with an orientation, explaining the program's purpose, *procedures and rules and also an overview of what to expect at the worksite.*
- V. Ensure liability and accident coverage of youth during authorized work hours through workers' compensation as provided by WDACS-Operated America's Job Centers of California.
- W. Provide Worksite Supervisors with appropriate written materials: Supervisor Manual, timesheets, performance evaluations, and a copy of Worksite Agreement. Worksite Agreement is valid for one fiscal year.

III. Worksite and Youth Agency agree that:

- A. Neither party shall incur costs from each other arising from participation in the Youth@Work program.
- B. This Agreement may be terminated at any time only by mutual consent. Any modifications to this agreement shall be approved by the County.

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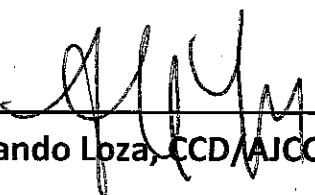
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IN WITNESS WHEREOF, Parties have executed this Agreement and the City by its City Manager who is authorized to do so, has executed this Agreement.

Community Career Development, (CCD) dba Rancho Dominguez America's Job Center of California (AJCC)

CCD/AJCC

BY 
Armando Loza, CCD/AJCC Director

Dated: 10/1/19

CITY OF COMPTON

Recommended for Approval:

By _____
Kimberly McKenzie, Director
CareerLink Department

Dated: _____

Approved by:

By _____
Craig J. Cornwell, City Manager

Dated: _____

Approved as to form:

By _____
Damon M. Brown, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

December 3, 2019

TO: HONARABLE 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 A THIRTY-ONE (31) MONTH GRAFFITI ABATEMENT SERVICES AGREEMENT AND ESTABLISH A PURCHASE ORDER FOR COMMUNITIES PULLING TOGETHER FOUNDATION FOR CITY-WIDE GRAFFITI ABATEMENT SERVICES (\$465,000)

SUMMARY

This Resolution authorizes the City Manager to enter into a Thirty-One-month (31) graffiti abatement services agreement (December 1, 2019 through June 30, 2022), with two 1-year renewal options, with Communities Pulling Together Foundation ("C.P.T Foundation") for provision of City-wide graffiti removal services and establishment of a purchase order in the amount of \$105,000 for fiscal year 2019-2020.

BACKGROUND

The City of Compton is responsible for providing graffiti abatement services City-wide. Graffiti occurs in alleyways, public rights-of-way, along thoroughfares (arterials), parks, public facilities, freeway underpass structures, and bus shelters along the Compton Creek bike path, to name a few locations.

On November 6, 2019, the Office of the City Manager solicited/advertised for Request for Proposals ("RFP"s) in the Compton Bulletin (local newspaper) and on the City's website. The RFP sought proposals from qualified graffiti abatement contractors to perform graffiti removal services Citywide.

On November 18, 2019, a total of four proposals were received and reviewed by City staff as follows:

<u>Contractor</u>	<u>Proposed Fee</u>	<u>Location</u>
Urban Graffiti	\$381,870/yr.	Azusa, CA
Screaming Eagles	\$200,000/yr.	Compton, CA
C.P.T Foundation	\$180,000/yr.	Compton, CA
J&L Graffiti Removal Service	\$176,612/yr.	Glendale, CA

A committee of the Office of the City Manager reviewed the submitted proposals. Selection of the most responsive qualified firm was based on the completeness of the proposals, demonstrated understanding of the scope of services, quality of similar work

they previously performed, completeness and responsiveness to the RFP requirements, familiarity with the City, location, and local hire requirements.

STATEMENT OF ISSUE

While C.P.T Foundation did not present the lowest bid, their proposal was determined to be most responsive and is the best interest of the City in a number of ways. For example:

1. C.P.T Foundation is a 501(c)3 non-profit located in the City of Compton and is dedicated to hiring local residents.
2. C.P.T Foundation has developed graffiti abatement, control and prevention programs and strategies to combat the blight of graffiti and has dedicated itself to providing the best service possible, utilizing the most efficient and cost-effective methods of eradicating graffiti.
3. C.P.T Foundation has demonstrated exceptional experience, innovation and creativity with processes such as on-site color matching and graffiti data logging (includes before and after pictures).
4. C.P.T Foundation is familiar with the City's needs in regards to graffiti abatement, understands graffiti trends, patterns and hotspot locations through their prior experience working for the City.
5. C.P.T Foundation's hours of operation will be 7:00am to 5:00pm Monday thru Sunday with on call and weekend emergency services.

Public Works has a total of 26 field staff positions to perform the various functions it is responsible for, of which 2 staff are dedicated for graffiti abatement. With the high amount of service requests that come in, this proves challenging to be responsive at best. To respond to such requests with limited resources, staff then regroup and are reassigned from other pre-planned activities to address the immediate requests of graffiti removal.

To alleviate the large amounts of graffiti that occurs throughout the City, the City Manager requests assistance to be provided to help field staff abate the large amounts of graffiti that continues to plague our community.

FISCAL IMPACT

Funds in the amount of \$105,000 for services rendered during the first 7 months of the agreement are available in the Fiscal Year 2019-2020 Public Works Department's budget in the following Account:

<u>Account Number</u>	<u>Amount</u>
1004-720-000-4269	<u>\$105,000</u>
Total:	\$105,000

Additional funds (\$180,000) will be allocated in the Public Works Department's budget for FY 2020-2021 and future years.

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution.

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 THIRTY-ONE
(31) MONTH GRAFFITI ABATEMENT SERVICES AGREEMENT AND
ESTABLISH A PURCHASE ORDER FOR COMMUNITIES PULLING
TOGETHER FOUNDATION FOR CITY-WIDE GRAFFITI ABATEMENT
SERVICES (\$465,000)**

WHEREAS, the Public Works Department is responsible for providing graffiti abatement services City-wide, with graffiti occurring in alleyways, public rights-of-way, along thoroughfares (arterials), parks, public facilities, freeway underpass structures, and bus shelters along the Compton Creek bike path, to name a few locations; and

WHEREAS, on November 6, 2019, the Office of the City Manager solicited/advertised for Request for Proposals (“RFP”s) in the Compton Bulletin (local newspaper) and on the City’s website. The RFP sought proposals from qualified graffiti abatement contractors to perform graffiti removal services Citywide; and

WHEREAS, on November 18, 2019, a total of four proposals were received and reviewed by City staff as follows:

<u>Contractor</u>	<u>Proposed Fee</u>	<u>Location</u>
Urban Graffiti	\$381,870/yr.	Azusa, CA
Screaming Eagles	\$200,000/yr.	Compton, CA
C.P.T Foundation	\$180,000/yr.	Compton, CA
J&L Graffiti Removal Service	\$176,612/yr.	Glendale, CA

WHEREAS, a committee of the Office of the City Manager reviewed the submitted proposals. Selection of the most responsive qualified contractor was based on the completeness of the proposals, demonstrated understanding of the scope of services, quality of similar work they previously performed, completeness and responsiveness to the RFP requirements, familiarity with the City, location, and local hire requirements; and

WHEREAS, While C.P.T Foundation did not present the lowest bid, their proposal was determined to be most responsive and is the best interest of the City in a number of ways; such as:

1. C.P.T Foundation is a 501(c)3 non-profit located in the City of Compton and is dedicated to hiring local residents.
2. C.P.T Foundation has developed graffiti abatement, control and prevention programs and strategies to combat the blight of graffiti and has dedicated itself to providing the best service possible, utilizing the most efficient and cost-effective methods of eradicating graffiti.
3. C.P.T Foundation has demonstrated exceptional experience, innovation and creativity with processes such as on-site color matching and graffiti data logging (includes before and after pictures).
4. C.P.T Foundation is familiar with the City’s needs in regards to graffiti abatement, understands graffiti trends, patterns and hotspot locations through their prior experience working for the City.
5. C.P.T Foundation hours of operation will be 7:00 am to 5:00 pm Monday thru Sunday with on call and weekend emergency services.

WHEREAS, the Public Works Department has a total of 26 field staff positions to perform the various functions for which it is responsible, of which 2 staff are dedicated for graffiti abatement, requiring that staff be re-assigned from other pre-planned responsibilities to address immediate requests for services; and

WHEREAS, the Public Works Department requests assistance be provided in abating the pervasive graffiti that continues to plague our community by authorizing a contract with C.P.T. Foundation; and

WHEREAS, funds in the amount of \$105,000 for services rendered during the first 7 months of the agreement are available in the Fiscal Year 2019-2020 Public Works Department's budget in the Account No. 1004-720-000-4269.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a Thirty-One (31) month (December 1, 2019 through June 30, 2022) City-wide graffiti abatement services agreement, with two (2) one-year options to renew, with Communities Pulling Together Foundation.

SECTION 2. That a purchase order in the amount of One Hundred and Five Thousand Dollars (\$105,000.00) is authorized to be established for services to be rendered during the first Seven (7) months of the agreement for C.P.T Foundation for City-wide graffiti abatement services. Funding for the remainder of the agreement term shall be allocated in future City budgets.

SECTION 3. That funds in the amount of \$105,000.00 for this expenditure are available in the Public Works Department's 2019-2020 Fiscal Year budget in the following Account Nos.:

<u>Account Number</u>	<u>Amount</u>
1004-720-000-4269	\$ 105,000
Total	\$ 105,000

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

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

ADOPTED this ____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

Resolution No. _____
Page 3

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

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

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

CITY CLERK OF THE CITY OF COMPTON

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
C.P.T FOUNDATION**

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 **C.P.T Foundation**, a California Corporation (hereinafter referred to as "**CONTRACTOR**"), located at 1315 N. Willowbrook Avenue, Unit #1, Compton California 90221.

RECITALS:

WHEREAS, the City is in need of retaining the services of an experienced and qualified graffiti removal contractor to assist in removing graffiti in an expeditious manner throughout the City.

WHEREAS, Contractor shall perform in a professional manner, everything required to be performed, shall provide and furnish all the administration, labor, materials, necessary tools, expendable equipment and all utility and transportation services for the provision of graffiti removal services for all public property- to include one and two story building, walkways, bike trails, wall, gates and fences, and poles; and other structures deemed necessary by the City as follows:

- Patrolling, self-monitoring.
- Color matching required.
- Before and After photos (black and white).

WHEREAS, by Resolution No. _____, adopted on the _____, the City Council gave approval to award a contract to the Contractor to provide the services required by this Agreement pursuant to a Request For Proposal for Graffiti Services released on October 31, 2019; and

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

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

NOW, THEREFORE, Contractor and City (each a "Party" and collectively, the "Parties"), for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. **Services to be Rendered by Contractor.** It is the mutual understanding of the parties that the Contractor shall perform and be responsible for providing and rendering the following professional services, which shall include, but not be limited to the below-indicated tasks and deliverables:

Contractor will provide graffiti removal services on a full-time, 7am – 5pm seven days a week patrolling, self-monitoring as well as on-call assignment basis from Public Works Department and City Manager's Office on weekdays and weekends.

Graffiti removal services shall be performed on all public property- to include one and two story building, walkways, bike trails, wall, gates and fences, poles and areas visible from the public right-of-way; private property- to include walkways, walls, gates and fences, poles, structures and areas visible from the public right-of-way; and other structures deemed necessary by the City.

Color matching is required and before and after photos of each site worked shall be taken by the Contractor and supplied to the City.

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

Contractor services hereunder shall be performed in good, workmanlike and professional manner. Contractor shall be responsible for correcting and completing all errors and omissions related to the services provided by the Contractor 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 Contractor to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Contractor from these obligations.

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

Donal Holloway, CEO of Contractor, shall be primarily responsible for representing Contractor in performance of this Agreement.

2. Duration of Contract. Contractor agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner from December 5, 2019 to June 30, 2020 with two (1) year options at the City's discretion.

Contractor will generally adhere to the schedule set forth, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Contractor'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, Contractor's officers or employees.

Contractor 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 Contractor's performance must be governed by sound practices. Contractor will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

3. Compensation. The total price paid the Contractor will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor.

As full and complete compensation for performance of all the services performed by the Contractor pursuant to this Agreement, City shall pay, and Contractor agrees to accept, a not-to-exceed maximum sum of **One hundred eighty thousand dollars (\$180,000)**, payable as follows:

- Monthly Payments of \$15,000.00, not-to-exceed \$180,000.00 a year.

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

4. Ownership of Materials. All product produced by Contractor 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 Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Contractor will have the right to make one (1) copy of the Work Product for Contractor's records.

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 Contractor; 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 Contractor to use, the Work Product, City agrees to hold Contractor 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 Contractor, or anyone for whose acts it is responsible, in preparation of the Work Product. Contractor 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. Contractor, its officers, employees, subContractors, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), will perform the services in Contractor's own way and pursuant to this Agreement as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. The persons used by Contractor 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 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.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor 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 Contractor or any agent, employee, or contractor of Contractor 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 Contractor.

6. Successors, Assignment and Delegation. City and the Contractor 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 Contractor are material considerations for this Agreement. Contractor shall not assign or transfer any interest in this Agreement or the performance of any of Contractor's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Contractor'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 Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief 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 Contractor 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 Contractor'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. Contractor's services are unique and personal. Except as may be specified in Contractor's Proposal and agreed to by the City, Contractor will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Contractor subcontracts any of the services, Contractor will be fully responsible to City for the acts, errors and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

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

10. Indemnification. Contractor 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 Contractor, its officers, employees, subContractors, subcontractors or agents in the performance of the duties undertaken by Contractor 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 Contractor's indemnification of the City, Contractor 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 Contractor or Contractor'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 Contractor 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. Contractor will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. The coverage will contain no special limitations on the scope of its protection to the below-indicated insureds except for Workers' Compensation and errors and omissions insurance. Contractor will

obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor'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 Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Contractor will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as “**additional insureds**” with respect to liability arising out of the activities of the Contractor. 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, Contractor 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. Contractor, 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 Contractor. Upon execution of this Agreement, the Contractor shall show evidence of a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

13. Maintenance of Records. Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor 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. Contractor shall maintain all records and will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period and to the extent required by laws relating to audits of public agencies and their expenditures, from the date of final payment under this Agreement.

14. Warranties. Contractor represents and warrants (i) that Contractor has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Contractor'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 Contractor 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

Contractor has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. Federal and State Withholding Taxes. 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.

16. General Compliance with Laws. Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the services by Contractor. Contractor 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.

17. Termination. In the event of the Contractor'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 Contractor in writing. Contractor 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 Contractor 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 Contractor, whether located at the project site, at Contractor's place of business, or at the offices of a subContractor.

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 seven (7) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Contractor will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

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

19. Claims And Lawsuits. By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City by Contractor, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

Donal Holloway, CEO

(Date)

21. 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.

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

23. 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.

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

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

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

27. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Contractor in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Contractor will not make any of these documents or information available to any individual or organization not

employed by the Contractor or the City without the written consent of the City before any such release.

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

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

TO CONTRACTOR:

**DONAL HOLLOWAY
C.P.T FOUNDATION
1315 N. WILLOWBROOK AVENUE, UNIT #1
COMPTON, CA 90222**

TO CITY:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Public Works Director
(310) 761-1406 (wk)
(310) 761-1464 (fx)**

With Copy to:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager**

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

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

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

C.P.T FOUNDATION/ CONTRACTOR

Dated: _____

By _____
Donal Holloway, President

CITY OF COMPTON

Approved by:

Dated: _____

By _____
Craig J. Cornwell, City Manager

Approved as to form:

By _____
Damon M. Brown, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk



City of Compton

OFFICE OF THE CITY CLERK

ALITA GODWIN, MMC

City Clerk

(310) 605-5530

Fax (310) 639-4685

e-mail: agodwin@comptoncity.org

RFP OPENING CHECK LIST

DATE : November 18, 2019

PROJECT: Graffiti Abatement & Prevention Gvcs

PROJECT MANAGER/CONTACT PERSON: Dean Jones

COMPANY	RFP BOND INCLUDED	RFP PRICE	
C.P.T. Foundation			11/18/19 12:15pm
Screamn Eagle			11/18/19 12:39pm
J & L Graffiti Removal Inc.			11/18/19 @ 3:10pm
Urban Graffiti Enterprises			11/18/19 @ 4:40pm

**CITY OF COMPTON
REQUEST FOR PROPOSAL
FOR
CITYWIDE GRAFFITI ABATEMENT AND PREVENTION SERVICES**

The City of Compton invites experienced graffiti abatement contractors to perform graffiti abatement and prevention services citywide. Parties interested in obtaining a Request for Proposal (RFP) or a copy of the RFP can download it from the City's website at <http://www.comptoncity.org/officials/clerk/bids/>.

The RFP describes the proposal format, submittal requirements, preliminary scope of services, the minimum information that must be included in the proposal, and the selection process. Proposals will be received in the Office of the City Clerk, City of Compton, 205 South Willowbrook Avenue, Compton, California, 90220 until **5:00 p.m., Monday, November 18, 2019**. **POSTMARKS WILL NOT BE ACCEPTED.**

All proposals must be clearly marked, **"PROPOSAL TO PROVIDE CITYWIDE GRAFFITI ABATEMENT AND PREVENTION SERVICES – DO NOT OPEN WITH REGULAR MAIL"** and shall be delivered during the business hours of 7:00 a.m. to 6:00 p.m., Monday through Thursday, except holidays, to the Office of the City Clerk.

Submit one (1) original and one (1) unbound copy (single sided) of your proposal. All submittals are to be submitted in a sealed envelope bearing the name, address, and telephone number of the individuals or entity submitting the proposal to the attention of: City of Compton, Office of the City Clerk, 205 South Willowbrook Avenue, Compton, CA 90220.

All submitted proposals will be reviewed and analyzed by City staff and the proposal which best meets the needs of the City will be selected for further analysis and negotiation. The City of Compton reserves the right to reject any or all proposals submitted. No guarantee is made hereby that any contract will be awarded pursuant to this Request for Proposals, or otherwise. All costs incurred in the preparation of the proposals, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the respondent.

SUBMITTAL DEADLINE

To be considered, proposals must be submitted no later than **5:00 p.m., Monday, November 18, 2019**, to the City Clerk's Office, 205 South Willowbrook Avenue, Compton, California, 90220. Postmarks will not be accepted. The City may extend the deadline at its option.

During this period of restricted contact, any attempt by a proposing firm, its representative or agent to contact, lobby, or make a representation to a member of the City Council, or any other official, employee, or agent of the City will be grounds for disqualification.

**ALITA GODWIN, MMC
CITY CLERK**



OFFICE OF THE CITY MANAGER
205 South Willowbrook Avenue, Compton, CA 90220

REQUEST FOR PROPOSAL:
CITYWIDE GRAFFITI ABATEMENT AND PREVENTION SERVICES

AJA L. BROWN
Mayor

MICHELLE CHAMBERS
Councilmember – District 1

TANA L. MCCOY
Councilmember – District 3

ISAAC GALVAN
Councilmember – District 2

EMMA SHARIF
Councilmember – District 4

October 31, 2019

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City of Compton

**REQUEST FOR PROPOSAL
To PROVIDE
CITYWIDE GRAFFITI ABATEMENT AND PREVENTION SERVICES**

I. INTRODUCTION

- A. The City of Compton, hereinafter referred to as "City", invites interested and experienced graffiti abatement contractors to perform graffiti abatement and prevention services citywide, hereinafter referred to as "Contractor", to submit written proposals in response to Request for Proposal (RFP) to provide citywide graffiti abatement and prevention services on an "as needed" basis. The removal of graffiti is fundamental to the mission of the City Council. Additionally, it is a key part of the City's Clean Compton Initiative, 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.

II. PROPOSAL ACCESS AND DUE DATE

- A. The Citywide Graffiti Abatement and Prevention Services RFP can be accessed on the Internet at <http://www.comptoncity.org/officials/clerk/bids/>, and all responses should be submitted in accordance with the instructions set forth in the RFP that is due by, or before, **5:00 P.M., MONDAY, NOVEMBER 18, 2019.**

III. PROPOSAL POINT OF CONTACT AND SUBMISSION

- A. Written proposal responses must include one (1) original bound containing original signature, plus one (1) unbound copy (single sided) of your proposal. Responses received after the specified date and time will not be considered. Written responses shall be considered firm offers to provide the services described for a period of ninety (90) days from the time of submittal.
- B. Questions and inquiries should be directed to Dean L. Jones, Sr. Economic Development Specialist, Office of the City Manager, City of Compton, 205 South Willowbrook Avenue, Compton, CA 90220. For telephone inquiries, call (310) 761-1474, and/or e-mail inquiries to DLJones@comptoncity.org. Completed proposals shall be enclosed in a sealed envelope addressed to:

**Office of the City Clerk
City of Compton
205 South Willowbrook Avenue
Compton CA 90220
Attention: RFP: Citywide Graffiti Abatement and Prevention Services**

IV. PROPOSAL PURPOSE AND PROJECT DESCRIPTION

A. PURPOSE AND OBJECTIVE

The purpose of this RFP is to outline the City's interest in obtaining the services of a qualified firm to provide Graffiti Abatement and Prevention Services on an "as needed" basis. The overall objective of this RFP is to obtain the services of a qualified firm to provide on-call graffiti abatement services throughout the City. Proposing firms are hereby invited to submit their qualifications in accordance with the terms of this document. Prior to entering into a contractual agreement for project implementation, an agreed upon scope of work and project pricing will require separate City Council approval.

City of Compton

B. SCOPE OF WORK

1. Graffiti removal requests will be for structures or features Citywide, including, but not limited to walls, bridges, signs, posts, and utility boxes. Compton is 10.12 square miles and is fondly known as the "Hub City" because of its unique geographical proximity being in the center of the Los Angeles County boundaries.
2. The City of Compton is bounded by four (4) major freeways including the Interstate 710 runs from the seaports through the eastern boundary; the State Route 91 freeway extends through the southern boundary; Interstate 105 runs slightly along the north of the City; and Interstate 110 along to the west. Additionally, the Interstates 405 and 605 freeways are within two miles of Compton's southern and eastern edges, respectively.
3. The City of Compton's Parks & Recreation Department operates and maintains a total of sixteen (16) playgrounds for a combined 118 acres of active park space. Facilities include six (6) community centers, seven (7) neighborhood parks, two walking parks, two (2) community competition size swimming pools, three (3) regulation size gymnasiums, a skate park, Jackie Robinson Baseball Stadium, Nine-Hole Par 3 Golf Course, and the world class two-story 29,641 square foot Douglas F. Dollarhide Community Center.
4. The scope of work for this RFP does not include any properties owned by the Compton Unified School District, Compton College, County Library, and State of California Superior Court.

C. DUTIES AND PROCEDURES

The Contractor shall provide daily removal of graffiti Citywide from public property, including but not limited to curbs, walls, signs, bus stop benches, bridges, street lights, traffic signals and utility boxes. The Contractor shall adhere to the following duties and procedures in the fulfillment of the scope of services.

1. **Removal Methods**—Contractor will remove graffiti through power washing, using graffiti remover, and/or painting the graffiti surface to restore property to the original condition as approved by the City. Graffiti shall be removed so that the area surrounding it constitutes a box, circle, or other geometric shape to minimize the appearance of shadows. Graffiti removal methods shall not harm, deface, or permanently mark the impacted surface; and surfaces near the graffiti area shall be protected from removal work.
 - i. If paint is proposed as a removal method, paint shall match one of the colors approved by the City staff, consistent with the primary surface. All painting shall be applied in sufficient quantity to completely remove the graffiti from being visible or detectable.
 - ii. Power washing may be required for surfaces specified. It is the Contractor's responsibility to ensure that the disposal of all waste water and debris is conducted in accordance with all existing local, state, and federal regulations.
2. **Personnel and Equipment**—Contractor's graffiti removal work shall be performed with qualified and trained staff in a professional manner. All staff for the Contractor shall wear uniforms clearly identifying the company name and present an ID badge upon request. All uniforms shall be clean and neat at all times.
 - i. Contractor's vehicles and equipment shall be provided by Contractor and be neat in appearance, easily identifiable, and in mechanically sound condition. Furnish all labor, supervision, equipment, vehicles, tools, supplies, and manufactured articles, including but not limited to, pressure

City of Compton

washer, digital camera, paint, and graffiti removal products as well as furnishing all transportation including fuel, power, water, and essential communications.

3. **Work Orders and Communication**—Work orders for abatement will be provided by e-mail to the Contractor from the City's representative. The Contractor shall respond by e-mail promptly with an acknowledgment of receipt; if sent before 12:00 p.m., the Contractor shall respond by 5:00 p.m. the same day, or if sent after 12:00 p.m., the Contractor shall respond by 9:00 a.m. the next day. If identified graffiti requiring abatement is considered inflammatory or warrants urgent removal, in the work order notice, the City representative will indicate as such, requesting a more immediate response.
4. **Responsiveness**— Contractor shall provide and perform the following services at/on designated public property, as requested by the City:
 - i. Contractor is required to respond to the designated work location of request for service within twenty-four (24) hours from the request for services.
 - ii. The contractor shall be available 7-days a week, including holidays. The City expects the Contractor to respond promptly during and/or after business hours, on weekends and holidays as directed.
 - iii. Approach and solution to abate each of the itemized existing graffiti sites. Clearly indicate by example, the proposed method of removal or covering the graffiti site(s).
 - iv. General approach to provide citywide on-call services, including, implementation plan & schedule for initiating service upon award of contract.
 - v. Propose methods of removing or covering graffiti. Provide examples and approaches to abating graffiti on various and sundry services.
 - vi. Provide examples of responsiveness to service requests and the estimated time for removal from initial request.
 - vii. Each response shall be prepared simply and economically, providing straightforward, concise delineation of proposing firm's capabilities to satisfy the requirements of this RFP. Emphasis on each proposal must be on completeness and clarity of content. To expedite the evaluation of qualifications, it is essential that proposing firms follow the format and instruction contain herein.
5. **Photography**— Provide before and after digital pictures of area(s) where services are performed.
 - i. Produce digital photographs of the job site before work is performed and after work has been completed. Digital photographs shall be saved with the date and location. Evidence of completed work orders shall consist of such digital photographs provided to the City along with invoices.
6. **Traffic Coordination**—Contractor will coordinate directly with the City of Compton Public Works/Municipal Utilities Department regarding any lane closures or traffic control requirements.
 - i. Abatement requiring traffic control shall occur only during off peak times. The Contractor shall remain in compliance with all local, state, and federal regulations.
 - ii. **Property Damage**—Contractor will perform all abatement services in such a manner that no City property is damaged, including regulatory signs in the right-of-ways such as stop signs.
 - iii. In the event that damage does occur to public property or any adjacent property from any services performed under this contract, the Contractor

City of Compton

shall notify the City representative within 24-hours and replace or repair same at no cost to the City, with the City's approval of the repair scope of work.

7. **Property Damage**—Contractor will perform all graffiti removal services in such a manner that no property is damaged, including regulatory signs in the right-of-ways such as stop signs. In the event that damage does occur to public property or any adjacent property from any services performed under this contract, the Contractor shall notify the City representative within 24-hours and replace or repair same at no cost.
8. **Additional Requirements**—As discovered, report graffiti on private property or on the edge, outside of the City of Compton's boundary to the City representative.
 - i. Contractor will have ten (10) days to correct any unsatisfactory performance as determined by the City representative for no extra compensation. If the correction is not made within ten (10) days, no payment shall be rendered for the work. If two of these instances occur within a 12-month period without correction in 10 days, the contract may terminate for cause upon 7-days' notice by the City. Additionally, the contract will be terminated by the City upon 30-days' notice.
 - ii. The Contractor shall maintain all permits, certificates, and licenses necessary to perform the graffiti removal services described herein.
 - iii. The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the City. All correspondence authorizing subcontracting must reference the contract and identify the specific job being subcontracted.
 - iv. The contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for providing graffiti abatement services, on an "as needed" basis.

D. MINIMUM QUALIFICATIONS

Please note that responses to this RFP are sought only from qualified state licensed contractors ~~to provide illegal dumping clean-up, removal and haul-away~~ on an "as needed" basis. Respondents must meet the following minimum requirements to participate:

- A. Contractors must meet or exceed the insurance coverage requirements specified in this RFP, including:
 - i. Commercial General Liability Insurance—\$2,000,000 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.
 - ii. Automobile Liability—\$2,000,000 combined single-limit per accident for bodily injury and property damage.
 - iii. Workers' Compensation and Employer's Liability—Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$2,000,000 per accident for bodily injury. 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.

City of Compton

- iv. ~~Professional Liability Errors and omissions liability appropriate to Contractor'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~~
 - v. Endorsements—For Commercial General Liability Insurance and Automobile Liability Insurance, Contractor will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as "additional insureds" with respect to liability arising out of the activities of the Contractor. 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, Contractor shall furnish certificates of insurance and endorsements to City.
 - vi. Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.
- B. Contractor must provide at least two (2) public agency references,
 - C. Contractor must demonstrate the ability to provide quality and quantity of debris removal capabilities,
 - D. Contractors must designate a representative to monitor on a Weekly / Bi-Weekly / Monthly basis.

E. PERIOD OF PERFORMANCE

The City timeline or schedule for the prescribed work will begin in December 2019, and be completed June 30, 2020. At the City's sole option, it will extend the contract work as described in the Preliminary Scope of Work from July 1, 2020 through June 30, 2021.

F. COMPENSATION

The City will compensate the contractor for services listed in the Scope of Work to provide ~~illegal dumping clean up, removal and haul away services~~ Graffiti removal requests will be for structures or features Citywide, including, but not limited to walls, bridges, signs, posts, and utility boxes on an "as needed" basis.

1. Following the award of a contract, the City imposes strict rules regarding delivery and acceptance of goods and services. If a contractor does not follow the City's protocol carefully, the City may be released from its obligation to pay invoices within the specified time. Some examples of delivery and acceptance problems that can result in delayed payment include partial completion of needed service and/or substandard performance of a service.
2. Purchasing processes of Purchase Orders, Contract Purchase Orders and Blanket Purchase Orders for equipment and supplies, general services, and professional services contracts are subject to the contract managing department to submit a request for payment to the Controller's Office. The Controller writes checks after all approvals are met.

G. PERSONNEL

Any change in staff persons identified in the contract is subject to the approval of the City. Removal by the contractor(s) of assigned employees to this project audit without written consent of the City Manager may be considered a material breach of contract.

V. PROPOSAL SUBMISSION DATE AND FORMAT

A. PROPOSAL SUBMISSION DATE

1. Submissions are due later than **5:00 p.m., Monday, November 18, 2019**. Written proposal responses must include one (1) original bound containing original signature, plus one (1) unbound copy (single sided) of your proposal containing original signatures to:
**Office of the City Clerk
City of Compton
205 South Willowbrook Avenue
Compton CA 90220
Attention: RFP: Citywide Graffiti Abatement and Prevention Services**
2. Any proposal received after this date and time will not be considered. All proposals must be signed by an official agent or representative of the company submitting the proposal. Postmarks & copies sent via facsimile will not be considered.
3. If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work or other costs.
4. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

B. PROPOSAL COST OF PREPARATION

1. The qualifications shall be evaluated in accordance with the criteria set forth in this Request for Proposal (RFP). Proposing firms shall be afforded fair and equal treatment with respect to any opportunity for discussion and revisions; and such revisions may be permitted after submissions prior to the deadline date for the purpose of obtaining the best and final offers.
2. Selection shall be made to the proposing firm whose qualifications are determined in writing to be the most advantageous for the City, taking into account all of the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. The City reserves the right to reject any and all proposals submitted in response to this request.
3. The proposing firm shall be solely responsible for any and all costs associated with developing and preparing of the proposal.
4. If you have any questions regarding this RFP, please contact Dean L. Jones, (310) 761-1474, or by email at DLJones@comptoncity.org.
5. Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the contractor's capabilities.
6. Written responses should not exceed 15 pages (one sided, not including table of contents, cover letter, or sample contracts/agreements). Each proposal should include the following C through N:

C. TRANSMITTAL LETTER

Proposals must include a transmittal letter signed by an official authorized employee to solicit business and enter into contracts for the firm and the name and telephone number of a contact person, if different from the signature.

D. TITLE PAGE

Proposals must include a title page that includes the RFP subject, the name of the contractor's firm, local address, telephone number, name of contact person, and the date.

City of Compton

E. TABLE OF CONTENTS

Proposals must include a table of contents that includes a clear identification of the material by section and page number.

F. COMPANY/FIRM INFORMATION

Proposals must provide the name of the business entity (including any fictitious business names), details of the entity's business structure (i.e. corporation, partnership, LLC), organization chart for the business entity, statement(s) on financial integrity of all entities related to the company/firm or joint venture that will be involved in the contract, the location of offices located within the counties identified, and the number of licensed contractors and agents/salespersons employed by company/firm in this region.

G. QUALIFICATIONS AND REFERENCES

1. QUALIFYING EXPERIENCE:

- i. Professionals - Provide the name and title of the Managing Principal representative for the coordination and execution of the described work, and all other professionals that will be assigned to this contract including résumés (not exceeding 2 pages) of education, experience and qualifications related to experience in municipal maintenance services

2. REFERENCES:

- i. Business References - Provide detailed project histories for a minimum of two (2) California public agencies for which the responding firm provided turn-key responsibility for similar design-build guaranteed savings programs in the past three years. Describe the scope of work, start/completion date, services and equipment provided, project size, total project savings, and funding sources.
- ii. Litigation - Provide a list of any outstanding litigation in which the proposed respondent is a named party for a related study or audit.

H. CONFLICT OF INTEREST

Full disclosure of any potential conflicts of interest as they relate to any/specific transactions must be identified to the City.

I. PROPOSAL EVALUATION

1. The City will facilitate a review panel and conduct a review of the proposals for general responsiveness and inclusion of the items requested. Contractors failing to meet the minimum qualifications will not be considered responsive and will not be evaluated.
2. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated.
3. Verification of minimum qualifications and review for general responsiveness. A proposal that fails to include one or more items requested may be considered responsive, if evaluation in every criterion is possible. The City reserves the right to request additional information from responsive contractors prior to evaluation.
4. The City reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information or revisions to offers, and negotiates with any or all contractors.

City of Compton

J. EVALUATION CRITERIA

The following is the City's evaluation criteria and the relative importance is displayed as percentage (%) weights.

1. 30%—Responsiveness and approach to performing the scope of work (i.e. ~~approach to trash and debris removal services, Alley clean-up, weed abatement, roadside clean-up and right-of-way clean-up services~~ Graffiti removal requests will be for structures or features Citywide, including, but not limited to walls, bridges, signs, posts, and utility boxes,...),
2. 30%—Past experience on projects of similar scope, technical expertise of the contractor and designated personnel/team (i.e. qualifications, experience, resources, financial solvency,),
3. 20%—Project Team & Management Structure (i.e. amount of work self-performed, strength of proposed team, trainers, and management structure),
4. 10%—Additional Benefits & Added Value (i.e. additional benefits resulting from proposed service delivery).
5. 10%—Local business preference is applied for firms that normally operate within the City and to firms that proposed a local hiring component to their proposal.

"The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.4, the affirmative action clause for handicapped workers, set forth in 41 CFR 60-741.4, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in this purchase order. By accepting this purchase order, vendor certifies that it complies with the authorities cited above, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8."

K. BIDDER CAPABILITIES

Each response shall be prepared simply and economically, providing straight-forward, concise delineation of proposing firm's capabilities to satisfy the requirements of this RFP. Emphasis on each proposal must be on completeness and clarity of content. To expedite the evaluation of qualifications, it is essential that proposing firms follow the format and instruction contain herein.

L. RIGHT TO WAIVE INFORMALITIES

- A. The City reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiates with any or all contractors.
- B. The City has the right to waive informalities or irregularities in any Proposal, provided said informalities or irregularities do not materially affect the RFP.

M. WITHDRAWAL OF PROPOSAL

Proposals submitted early may be withdrawn by the proposing firm prior to the proposal due date specified. Following the proposal date, the proposal constitutes a binding offer and may not be withdrawn prior to the award.

City of Compton

N. COST AND PRICING

1. Provide cost proposal as follows:
 - i. Provide graffiti abatement clean-up services as a "not to exceed" lump sum, and
 - ii. Provide a complete list of rates for services from which the cost of each service request shall be priced.
2. Cost proposals must be inclusive of all related costs including but not limited to: materials, transportation, labor, equipment, and administrative costs and any taxes that may be levied.
3. It is the responsibility of the bidder to determine any and all taxes and/or fees and include same in the proposal. Note: The City is not responsible for costs not previously listed by the Contractor.
4. All costs must be itemized to include an explanation of all fees and costs. Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP.
5. All contractual terms and conditions will be subject to review by the Offices of the City Manager and City Attorney and will include scope, budget, schedule, and other necessary items pertaining to the project.

O. SELECTION AND EVALUATION PROCESS

The City will complete the selection process and in its sole discretion and in the course of its evaluation, may request interviews or presentations with one or more selected proposing firms. The selection process shall be completed at the pleasure of the City, but is anticipated to conclude within thirty (30) days after submittal. An invitation will be extended to the finalist to complete a contract for services. The following dates reflect the anticipated schedule for proposal solicitation, selection of the contractor and award of contract.

• Proposal release date	October 31, 2019
• Proposals due date	November 18, 2019
• Review proposals week of	November 18, 2019
• Interviews (if needed)	November 25, 2019
• Recommend contract award to City Council	December 10, 2019
• Contract Review and Execution	December 17, 2019

VI. GENERAL CONDITIONS

A. LIMITATIONS

This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. AWARD AND CONTRACT TERM

All finalists may be required to participate in negotiations and to submit such price, technical, or other revisions of their proposals as may result from negotiations. The City also reserves the right to award the contract without discussion, based upon the initial proposals. Accordingly, each initial Proposal proposed should be submitted on the most favorable terms from a price and a technical viewpoint. Any award made will be to the contractor(s) whose proposal is most advantageous to the City based on the evaluation criteria outlined above.

City of Compton

1. No award shall be binding upon the City unless and until consummated by a written, fully executed contract. The contract duration is proposed to proceed from December 2019 through June 30, 2020, with two (2) separate one year renewal options for a fiscal year period from the months of July through June. The annual renewal of the contract shall be at the sole discretion of the City. The City will retain the right to terminate the contract at any time by giving a seven (7) days' written, without cause, notice to the contractor.

C. BINDING OFFER

A signed proposal submitted to the City in response to this RFP shall constitute a binding offer from contractor(s) to contract with the City according to the terms of the proposal for a period of ninety (90) days after its date of submission, which shall be the date proposals are due to the City.

D. CONTRACT ARRANGEMENTS AND PROVISIONS

1. The selected contractor(s) will be required to maintain insurance coverage, during the term of the contract, at the levels described in Appendix B. Contractor(s) agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements within five (5) days of the City's notice that it is the successful contractor.
2. Requests to change the City's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. The City will review the requests and issue an addendum if material changes requested by a prospective contractor are acceptable. Objections to the City determinations on requests to change insurance requirements must be brought to the City's attention no later than the date for protesting RFP provisions listed above. If such objections are not brought to the City's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

E. STAND ALONE OPTION

At their sole option, the City may utilize the contractor selected under this RFP on an individual City basis, at the same terms and conditions included in this RFP and, in the contractor's proposal.

F. SELECTION DISPUTES

A contractor may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular contractor(s) on the grounds that the City procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the City Manager a written explanation of the basis for the protest:

1. No later than five (5) working days prior to the date proposals are due, for objections to RFP provisions;
2. No later than three (3) working days after the date the firm/team is notified that it did not meet the minimum qualifications, or was found to be non-responsive; or
3. No later than three (3) working days after the date on which contract award is authorized by the Administration Committee or the date notified that it was not selected, whichever is later, for objections to contractor(s) selection.
4. Except with regard to initial determinations of non-responsiveness or failure to meet the minimum requirements, the evaluation record shall remain confidential until the City Council approves the panel's selected firm.

City of Compton

5. Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the City to recommend a resolution to the City Manager.
6. The City Manager will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm by the City shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the City Manager.
7. Should the contractor wish to appeal the decision of the City, it may file a written appeal with the Project Manager, no later than three (3) working days after receipt of the written response from the City Manager. The evaluation panel's decision will be the final City decision.

G. PUBLIC RECORDS

This RFP and any material submitted by a contractor in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 et seq.), unless exempt by law. Proposals will remain confidential until the City Council approves until the resolution to enter into a contract with the selected contractor.

H. ADDENDUM

All inquiries and questions of this RFP must be submitted in writing by e-mail to dljones@comptoncity.org. Written responses to all written questions will be addressed in the form of an addendum and available on the City's website at www.comptoncity.org. *If the website is down, responses will be provided by e-mail or fax upon request. During this period of restricted contact, any attempt by a proposing firm, its representative or agent to contact, lobby, or make a representation to a member of the City Council or any other official employee, or agent of the City will be grounds for a disqualification.*

Your Control #: RFP FOR CITYWIDE GRAFFITI ABATEMENT AND PREVENTION SERVICES

THE COMPTON BULLETIN
800 E. COMPTON BLVD.
COMPTON, CA 90221
310-635-6776

Page 1 of 1

VERNELL MCDANIEL
CITY OF COMPTON
CITY CLERKS OFFICE
205 S WILLOWBROOK AVENUE
COMPTON, CA 90220

Proof of Publication
State of CA, County of LOS ANGELES

2015.5 C.C.P.

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years and not a party to or interested in the above-entitled matter. I am the agent of the printer of The Bulletin, a newspaper of general circulation, published weekly in the City of Compton, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

11/06/19

I certify (or declare) under the penalty of perjury that the following is true and correct. Dated at Compton, CA on

Signature



11/22/2019

CITY OF COMPTON
REQUEST FOR
PROPOSAL
FOR
CITYWIDE GRAFFITI
ABATEMENT AND
PREVENTION
SERVICES

The City of Compton invites experienced graffiti abatement contractors to perform graffiti abatement and prevention services citywide. Parties interested in obtaining a Request for Proposal (RFP) or a copy of the RFP can download it from the City's website at <http://www.comptoncity.org/officials/clerk/bids/>. The RFP describes the proposal format, submittal requirements, preliminary scope of services, the minimum information that must be included in the proposal, and the selection process. Proposals will be received in the Office of the City Clerk, City of Compton, 205 South Willowbrook Avenue, Compton, California, 90220 until 5:00 p.m., Monday, November 18, 2019. POSTMARKS WILL NOT BE ACCEPTED.

All proposals must be clearly marked, "PROPOSAL TO PROVIDE CITYWIDE GRAFFITI ABATEMENT AND PREVENTION

SERVICES - DO NOT OPEN WITH REGULAR MAIL" and shall be delivered during the business hours of 7:00 a.m. to 6:00 p.m., Monday through Thursday, except holidays, to the Office of the City Clerk.

Submit one (1) original and one (1) unbound copy (single sided) of your proposal. All submittals are to be submitted in a sealed envelope bearing the name, address, and telephone number of the individuals or entity submitting the proposal to the attention of: City of Compton, Office of the City Clerk, 205 South Willowbrook Avenue, Compton, CA 90220.

All submitted proposals will be reviewed and analyzed by City staff and the proposal which best meets the needs of the City will be selected for further analysis and negotiation. The City of Compton reserves the right to reject any or all proposals submitted. No guarantee is made hereby that any contract will be awarded pursuant to this Request for Proposals, or otherwise. All costs incurred in the preparation of the proposals, in the submission of additional information, and/or in any

other aspect of a proposal prior to the award of a written contract will be borne by the respondent.

SUBMITTAL DEADLINE
To be considered, proposals must be submitted no later than 5:00 p.m., Monday, November 18, 2019, to the City Clerk's Office, 205 South Willowbrook Avenue, Compton, California, 90220. Postmarks will not be accepted. The City may extend the deadline at its option.

During this period of restricted contact, any attempt by a proposing firm, its representative or agent to contact, lobby, or make a representation to a member of the City Council, or any other official, employee, or agent of the City will be grounds for disqualification.

ALITA GODWIN, MMC
CITY CLERK

**Attention: RFP: Citywide
Graffiti Abatement and
Prevention Services**

C.P.T FOUNDATION

Communities Pulling Together

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- A. Introduction to the NON-PROFIT
- B. BID
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- G. Answer to question about litigation
- H. Employment
- I. Answer to question about insurance
- J. Public Works
- K. Before and After Photo's 9/8/2019
- L. Sample work sheet

C.P.T FOUNDATION
COMMUNITIES PULLING TOGETHER
Myprochange2018@gmail.com
DONAL HOLLOWAY
1315 N WOLLOWBROOK APT 1
COMPTON CA 90222
(310) 461-9196

PROPOSAL FOR GRAFFITI ABATEMENT

A. C.P.T FOUNATION is a 501 (C) 3 non-profit and was establish by DONAL HOLLOWAY. Our mission is to compile a staff of individuals, possible former gang members, ex-felons and civilians in our great CITY OF COMPTON, to enhance the quality of life for our residents through community revitalization.

(B). C.P.T FOUNATION is proposing a ONE HUNDRED EIGHTY THOUSAND DOLLAR (180,000.00) one year contract for GRAFFITI ABATEMENT, Our purpose is to hire within our own community to eradicate this issue which has troubled or city for too long. By employing the residents of COMPTON we can instill HOPE, AMBITION and PRIDE back in our city.

(C). C.P.T FOUNDATION has served the CITY OF COMTON over the last TEN (10) years as needed for GRAFFITI ABATEMENT, MAINTENECE as well as ALLEY CLEAN up, C.P.T FOUNDATION is committed to serving our great community of COMPTON.

(D). C.P.T FOUNDATION is a local business, WE also hire from within the community. WE are licensed to conduct business in the CITY OF COMPTON and Our base of operations are located in the City and WE recycle our COMPTON dollars by buying and spending our monies here in the City with local businesses.

(E). C.P.T FOUNDATON'S hours of operation will be 7am to 5pm Monday thru Sunday (seven days a week) with on call services and weekend

emergency services. Our task will be answering all calls and emails from the city, all responds will be meet within 24 hours or less.

(F). C.P.T FOUNDATION will remove all graffiti from residents, business, public and private buildings one (1) and two (2) stories, walls, walk ways, gates, fences and poles; As needed. All sites will have photos taken

(G). C. P.T FOUNDATION has or never had any litigation.

(H). C.P.T FOUNDATION has two supervise, one secretary, 6 uniform employee, two trucks, power washers and paint sprayers.

(I). Importance of having liability insurance is to protect the home and business owner from any damage to their property; and put all liability on the contactor and not on the city.

(J). Yes this is a public works project.

C.P.T FOUNDATION would like to thank the CITY OF COMPTON for its time and opportunity; if anyone would like to discuss this proposal further, I can be reach at (310) 461-9196 or via email myprochange2018@gmail.com

Sincerely,
DONAL HOLLOWAY
CEO/President



11/14/2019



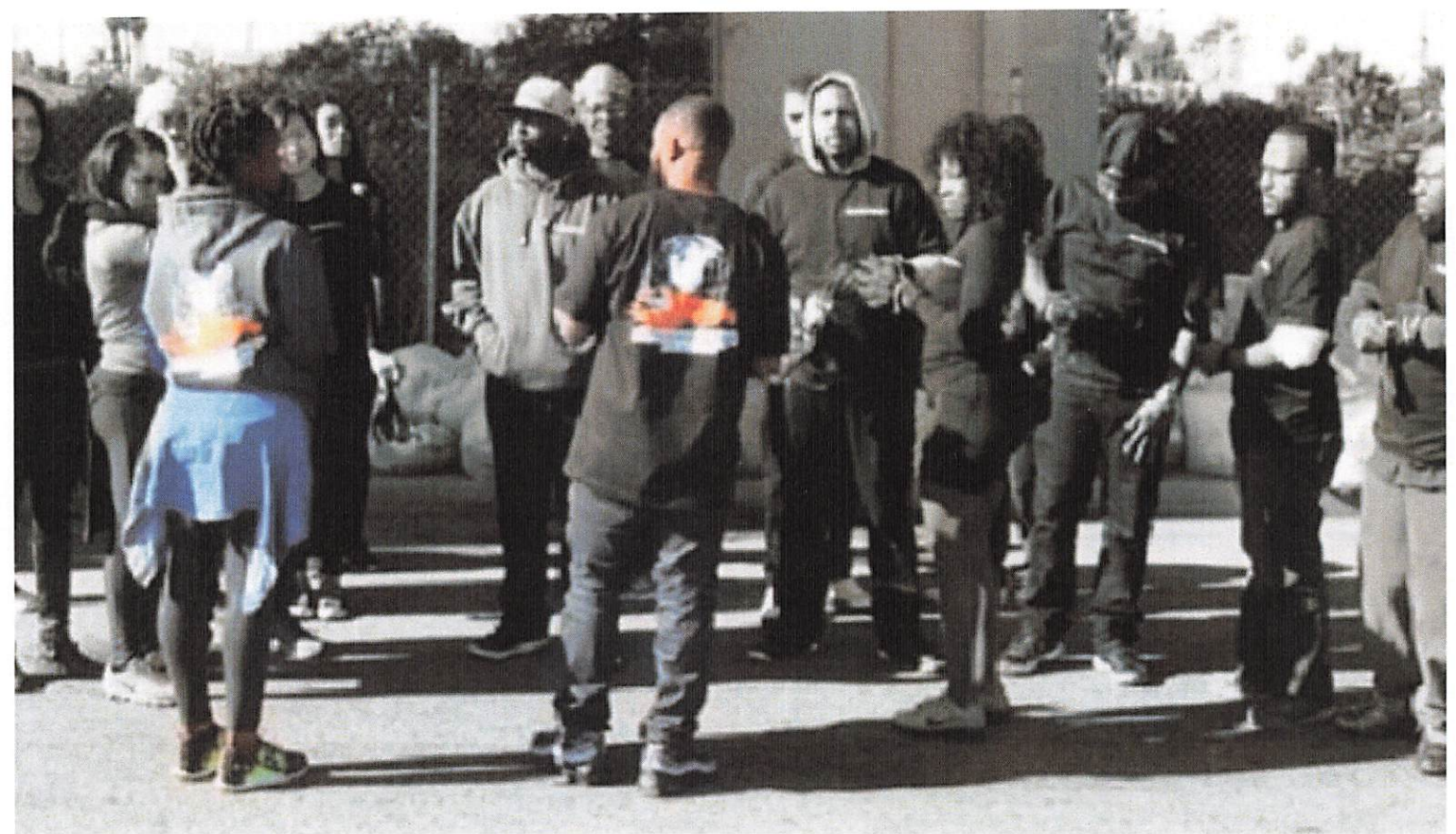
C.H.A.N.G.E FOUNDATION

1315 N. Willowbrook Ave # 1
 COMPTON CA. 90221
 310461-9196
myprochange2015@yahoo.com

ADDRESS:

City Manager
 Public Works
 205 S. Willowbrook Ave
 Compton, CA 90221
 (310) 605-5500

	Address	Location	Zip	Color	Removed	FTG Comments	Date Grafitti removed
1	2300 E Rosecrans	s-e	90221	white	side	80 sq ft	
2	1315 N Bullis	s-w	90221	white	front	100 sq ft	
3	1610 N Long Beach	n-e	90221	o-w	front	80 sq ft	
4	1020 N Long Beach	n-e	90221	o-w	front	240 sq ft	
5	Rosecrans - Gibbson	n-w	90221	grey	box	10 sq ft	
6	420 N Long Beach	s-w	90221	grey	back	460 sq ft	
7	2200 San Luis	s-w	90221	grey	side	140 sq ft	
8	4101 E Compton	n-w	90221	o-w	front	100 sq ft	
9	2201 E Compton	n-w	90221	o-w	side	240 sq ft	
10	110 N Bradfield	n-w	90221	o-w	back	180 sq ft	
11	1701 E Compton	n-w	90221	o-w	front	120 sq ft	
12	1703 E Compton	n-w	90221	o-w	front	180 sq ft	
13	1708 E Queensdale	n-w	90221	o-w	back	40 sq ft	
14	Maie - Laurel	n-w	90220	grey	box	10 sq ft	
15	1403 W 155 st	s-w	90220	o-w	side	120 sq ft	
16	1496 W 54 st	s-w	90220	white	side	180 sq ft	
17	1911 W 156 st	s-e	90220	o-w	side	240 sq ft	
18	1700 Block W 155 st	s-e	90220	o-w	side	460 sq ft	
19	1500 Block W 156 st	s-e	90220	o-w	side	680 sq ft	
20	1600 Block W 156 st	n-w	90220	tan	side	340 sq ft	
21	1800 Block W 156 st	n-w	90220	tan	side	300 sq ft	
22	533 W Calwell	s-w	90220	o-w	side	240 sq ft	
23	1119 W Oleander	n-w	90220	o-w	box	10 sq ft	
24	125 W Alondra	n-w	90220	grey	back	160 sq ft	
25	206 W Cypress	s-e	90220	pep	front	80 sq ft	



RESPONSE TO REQUEST FOR PROPOSAL/ QUOTE

SCREAMIN EAGLE SERVICES

PROPOSAL PREPARED BY
ANDREW W. THOMPSON
PROJECT MANAGER



PROJECTS

GRAFFITI REMOVAL
COMMUNITY CLEAN-UP
LIGHT AND HEAVY LOADS
LIQUID/DRY BULK
DEMOLITION

QUALIFICATION STATEMENT

“SERVICE IS OUR PURPOSE”

Prepared by

Project Manager: Andrew Thompson

Owner: Andrew Thompson

Company: Screamin Eagle Services, Inc.

Primary Contact: Andrew Thompson

Office Address: 430 E. Weber St

Compton, CA 90222

Correspondence Address (for mail only):

832 N Lassen Ave. Ontario, CA 91734

Phone number: 310-345-2950

Email: ScreaminEagleServices@gmail.com

Relevant experience of Project Manager:

Project Manager of 110 Project, City of Los Angeles 2017

Volunteer Compton City Clean-Up, City of Compton 2019

Personal References:

Gregory Daniels

909-282-9120

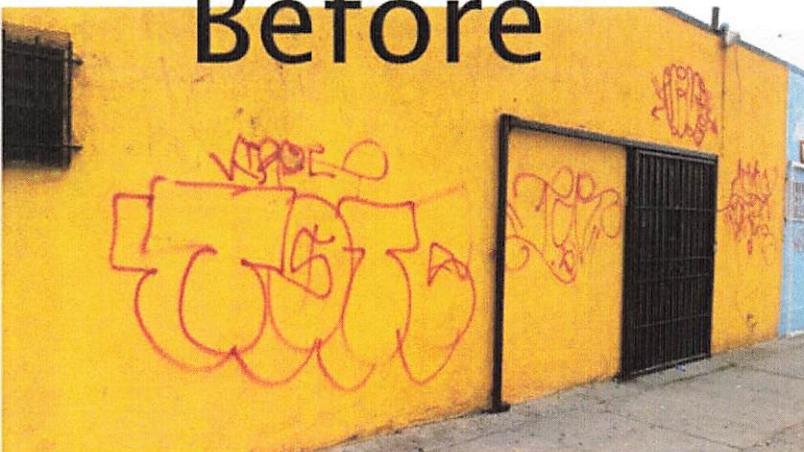
Robert Hayes

310-735-5977

Screaming Eagle Services, Inc. is a Corporation formed under the laws of the State of California. Articles of Incorporation were filed with the California Secretary of State on June 12, 2019 under Corporation Number C4288880. Please find the Corporation's Articles of Information and current Statement of Information attached as Exhibit A, and Exhibit B, respectively.

We have been in the graffiti abatement business for over a decade. Originally operating as a sole proprietorship under a Los Angeles County Fictitious Business Name registration, then later as a Limited Liability Company. Now our business is booming and the growth from our 10 years of local work knowledge and personal experience, our Company's ownership and most of our hired contractors as well call the City of Compton their home, we changed our formation to a corporation to continue the forward movement in the best interests of the business.

Before



After



EMPOWERING OUR CLIENTS

OVERVIEW

I'd like to introduce you to Screamin Eagle Services, Inc. and the services our company provides. Screamin Eagle Services is a Compton based company which caters to organizations in need of graffiti and vandalism abatement, demolition, and other hazardous/nonhazardous materials.

Listed below is a general idea of the projects we specialize in:

- Graffiti Abatement & Prevention Services
- Liquid & Dry Bulk
- Variety of Cargo
- Trash and debris removal services
- Weed Abatement
- Roadside * Right of Way Clean up Services
- Hazardous & Non-Hazardous material
- Alley Clean-up
- Demolition

This write up serves as a general overview of the experience and work history of Screamin Eagle Services and its well trained staff. We pride ourselves in choosing to render services to clients whose projects we are sure that we can complete as requested to the standards of the project manager/owner. The importance of handling jobs efficiently and delivering expected results in a competent manner is something we understand and strive for.

Within this proposal you will find everything necessary to understand our company, staff, history, and more.

Should you not find it helpful or suitable for what your company may need, we ask that you please let us know so that we can clarify and address any of your questions or concerns.

Our staff specialize in Commercial and Residential graffiti and vandalism removal. Our word and work are what we stand by. We relish the opportunity to clean up our community, one piece of unsightly graffiti at a time.

*A graffiti abatement service
committed to quality service,
dependability and excellence*

CONTACT US

Andrew Thompson
Screamin Eagle Services
430 E. Weber Street
Compton, CA 90222
310-345-2950
screamineagleservices@gmail.com

DEDICATED PROFESSIONALS

Our Staff

Being in professional graffiti abatement is more than just removing graffiti. Our solution is to disengage it by getting rid of any blemishes and defacement's of your valued commercial, business, and residential property. Our staff employs equipment that has the precision to remove graffiti from a variety of surfaces. Brick walls, concrete surfaces and even painted surfaces. We employ effective techniques carefully to ensure the well being of your exterior surfaces. Screamin Eagle Services created its own niche by developing methods to remove graffiti and vandalism within the company. We aim to fit both the qualifications of our company and matches the desired request of the companies we contract with. Our staff is self dependent while working alone and away from technical support as well as team oriented when necessary.

We do our best to keep the staff's knowledge and skills current so that they are prepared to solve any issues or problems that may occur. Reliability is imperative and required. Staff members are conscious of deadlines and schedules that depend on their timely performance.

Below are additional requirements our staff are subject to:

- Licensed (current drivers have special endorsements)
- 2 Years minimum graffiti abatement
- Excellent customer service and Awareness skills
- Familiar with local routes in the greater Compton/Los Angeles area
- Must be able to load and unload
- Background checks and drug testing

Our Maintenance Technicians

Good customer service isn't just a single skill to be cultivated, but a variety of equally important qualities that work in tandem with each other. Our maintenance techs are trained professionals with a vast skills set which includes:

- Effective listening and communication
- Safe multitasking
- EmpathyCritical thinking
- Strong attention to detail
- Organization

*A graffiti abatement service
committed to quality service,
dependability and excellence*

COMPANY REFERENCES

Councilman Curren Price
City of Los Angeles
(323) 846-2651

Councilman Joe Buscaino
City of Los Angeles
(310) 732-4115

PROPOSED RATES

We do our best to offer cost effective options with moderate and competitive rates that has been beneficial to many companies and we anticipate that your organization would agree. An invoice can be provided the same day of receiving a detailed description of the work and deadlines that need to be performed. Once a description is received, we can determine an hourly rate or one total amount for the complete project. We are flexible so if there is something your agency prefers of the options we provide, we are open to knowing and considering them. Rates include all services and supplies necessary to complete the graffiti abatement and prevention services. Our hourly rate is \$105. Graffiti Abatement & Vandalism Prevention and Cleaning services will be charged as a lump sum not to exceed **\$200,000**.

Insurance Requirements

Screamin Eagle Services has insurance (labeled Exhibit C & D) that meets the following requirements:

- Commercial General Liability Insurance \$2,000,000
- Automobile Liability \$2,000,000
- Professional Liability \$2,000,000

At Screamin Eagle Services, not only do we hope to gain you as a client but to also develop a strong and long-term working relationship as we exceed the expectations of any service you may request. With Screamin Eagle Services, you can rest assured that we are committed to getting the job done, just as desired.

If there is any additional information you may need we can be reached anytime via email or by phone at the contact information below. Please understand that we are equipped and ready with drivers and equipment 24/7 and will respond quickly to any inquiry. Thank you for considering Screamin Eagle Services and we look forward to hearing from you in the very near future.

Thank You!

Andrew Thompson
Website: Screamineagleservices.com
Email: screamineagleservices@gmail.com
Phone: 310.345.2950



*A graffiti abatement service
committed to quality service,
dependability and excellence*

CONTACT US

Andrew Thompson
Screamin Eagle Services
430 E. Weber Street
Compton, CA 90222
310-345-2950
screamineagleservices@gmail.com

IMPORTANT - IDENTIFICATION CARDS
STATE FARM

 CALIFORNIA INSURANCE CARD	
State Farm Mutual Automobile Insurance Company PO Box 853922 Richardson, TX 75085-3922 INSURED THOMPSON, ANDREW 9608 OLIVE ST APT C BELLFLOWER CA 90706-4554	
MUTL VOL	
POLICY NUMBER 640 8121-828-75 EFFECTIVE YR 2005 MAKE GMC AUG 28 2019 TO FEB 28 2020 MODEL C6C042 VIN 1GDJ6C1CX5F509557 AGENT NEIL ESTRADA 3896-C18 PHONE (714)232-8070 NAIC 25178	
COVERAGE PROVIDED BY THE POLICY MEETS THE MINIMUM LIABILITY LIMITS PRESCRIBED BY LAW, AND IS A COMMERCIAL OR FLEET VEHICLE.	

	THIS CARD MUST BE KEPT IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND.
IF YOU HAVE AN ACCIDENT - NOTIFY THE POLICE IMMEDIATELY 1. Get names, addresses, and phone numbers of persons involved and witnesses. Also get driver license numbers of persons involved and license plate numbers/states of vehicles. 2. Don't admit fault or discuss the accident with anyone but State Farm or police. 3. Promptly notify your agent, log on to statefarm.com®, or use the State Farm mobile app to file a claim.	
For EMERGENCY ROAD SERVICE use the State Farm mobile app, log on to statefarm.com, or call 1-877-421-5753. EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY.	
How to identify your coverage. See policy for full name and definition	
A Liability C Medical Payments D Comprehensive G Collision	H Emergency Road Service I Physical Damage R1 Car Rental and Travel Expenses S Death, Dismemberment and Loss of Sight
U Uninsured Motor Vehicle U1 Uninsured Motor Vehicle PD Z Loss of Earnings	

KEEP A CARD IN YOUR CAR.
 THIS CARD IS INVALID IF THE POLICY FOR WHICH IT WAS ISSUED LAPSES OR IS TERMINATED.
KEEP YOUR CURRENT CARD UNTIL THE EFFECTIVE DATE OF THIS CARD.
 ONE COPY OF THIS FORM SHOULD BE CARRIED IN THE VEHICLE AT ALL TIMES. THE FORM MAY BE NEEDED AS EVIDENCE OF INSURANCE IN COURT.
 SUBMIT ONE CARD, OR A PHOTOCOPY OF A CARD, WITH YOUR VEHICLE REGISTRATION RENEWAL.
 Emergency Road Service information is located on your insurance card.

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STATE FARM

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State Farm Mutual Automobile Insurance Company PO Box 853922 Richardson, TX 75085-3922 INSURED THOMPSON, ANDREW 9608 OLIVE ST APT C BELLFLOWER CA 90706-4554	
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For EMERGENCY ROAD SERVICE use the State Farm mobile app, log on to statefarm.com, or call 1-877-421-5753. EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY.	
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 Emergency Road Service information is located on your insurance card.

**HISCOX INSURANCE COMPANY INC. (A Stock Company)**

104 South Michigan Avenue, Suite 600, Chicago, Illinois 60603

Commercial General Liability Declarations

In return for the payment of the premium, and subject to all the terms of this Policy, we agree with you to provide the insurance as stated in this Policy.

Policy No.:	UDC-4257311-CGL-19		
Named Insured:	Screamin Eagle Services Inc		
Address:	430 E Weber Ave Compton, CA 90222		
Policy period:	From:	August 27, 2019	To: August 27, 2020
At 12:01 A.M. (Standard Time) at the address shown above.			
Form of Business:	Corporation or other Organization		
Each Occurrence Limit:	\$1,000,000		
Damage to Premises Rented to You Limit:	\$100,000	Any one premises	
Medical Expense Limit:	\$5,000	Any one person	
Personal & Advertising Injury Limit:	\$1,000,000	Any one person or organization	
General Aggregate Limit:	\$2,000,000		
Products/Completed Operations Aggregate Limit:	Products-completed operations are subject to the General Aggregate Limit		
Supplemental Business Personal Property Floater Coverage Limit:	\$5,000		
Supplemental Business Personal Property Floater Coverage Deductible:	\$500		
All Premises You Own, Rent or Occupy			
Premises Number:	1		
Address:	430 E Weber Ave Compton, CA 90222		
Total Premium:	\$ 1,578.00		
Attachments:	See attached Forms and Endorsements Schedule.		

4288880



Secretary of State
Articles of Incorporation of a
General Stock Corporation

ARTS-GS

IMPORTANT — Read instructions before completing this form.

Filing Fee — \$100.00

Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee — \$5.00

Note: Corporations may have to pay minimum \$800 tax to the California Franchise Tax Board each year. For more information, go to <https://www.ftb.ca.gov>.

FILED *MC*
Secretary of State
State of California

JUN 12 2019 *MC*

This Space For Office Use Only

1. Corporate Name (Go to www.sos.ca.gov/business/ba/name-availability for general corporate name requirements and restrictions.)

The name of the corporation is SCREAMIN EAGLE SERVICES INC.

2. Business Addresses (Enter the complete business addresses.)

a. Initial Street Address of Corporation - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
430 WEBER AVE	COMPTON	CA	90220
b. Initial Mailing Address of Corporation, if different than Item 2a	City (no abbreviations)	State	Zip Code
832 N LASSEN AVE	ONTARIO	CA	91764

3. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL — Complete Items 3a and 3b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
		CA	

CORPORATION — Complete Item 3c. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 3a or 3b
UNTAXERS, LTD.

4. Shares (Enter the number of shares the corporation is authorized to issue. Do not leave blank or enter zero (0).)

This corporation is authorized to issue only one class of shares of stock.

The total number of shares which this corporation is authorized to issue is 1000

5. Purpose Statement (Do not alter the Purpose Statement.)

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

6. Read and Sign Below (This form must be signed by each incorporator. See instructions for signature requirements.)

Andrew Thompson
 Signature

ANDREW THOMPSON
 Type or Print Name



Taking Pride In Our Communities

PROPOSAL FOR

CITY OF COMPTON CITYWIDE GRAFFITI ABATEMENT AND PREVENTION SERVICES

NOVEMBER 18, 2019

Submitted by:
Urban Graffiti Enterprises Inc.

P.O. Box 2383
Covina, CA. 91722
(626) 815-4900
Fax (626) 815-4499
Info@urbangraffiti.com

ORIGINAL

THE CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

OFFICE OF THE CITY ENGINEER

PROPOSAL
FOR

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE CITY ENGINEER

PROPOSAL FOR

CONSTRUCTION OF

WATER TREATMENT PLANT

AND

SEWAGE TREATMENT PLANT

AND

WATER TREATMENT PLANT

Original



CITY OF COMPTON
Graffiti Removal Abatement and Prevention Services
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PH (626) 815-4900

1280 Mountain View Circle, Azusa CA 91702
info@urbangraffiti.com

FX (626) 815-4499

November 18, 2019

City of Compton
Office of the City Clerk
205 S. Willowbrook Ave.
Compton, Ca. 90220
Attn: Mr. Dean L. Jones

Subject: Citywide Graffiti Abatement and Prevention Services RFP

Mr. Jones,

We are pleased to submit the attached proposal in response to the City's Request for Proposal (RFP) for graffiti removal services. I hereby declare that I am duly authorized to sign and bind Urban Graffiti Enterprises Inc. (Urban) to the City of Compton (City). I further state that this proposal contemplates full compliance with all the specifications detailed in the City's RFP and shall remain valid for 90 calendar days after submission deadline.

Since 1990, Urban has been delivering high quality, reliable services via comprehensive approaches and solutions to countless municipalities, counties and many other public and private agencies and entities throughout California and Nevada. Urban is very aware of how important it is to keep our communities graffiti free. Not only for aesthetic reasons but also for the safety and morale of its residents and visitors. Graffiti has the unique characteristic of being a visual type of crime that if left unchallenged or poorly eradicated, can give the impression of a community in despair. Such poor management can reflect negatively on everyone from: the field staff responsible for its removal, to the city department or staff in charge, to the City's elected officials. It is therefore, that we go to great lengths to ensure quality, efficiency and professionalism with the services we provide.

With my 35-year experience in the public agency services industry, combined with the collective experience and professionalism of my field and administrative staff, my company is more than capable of providing the services detailed in the RFP. With our extensive experience, we are uniquely qualified to not only meet but in fact exceed the city's expectations as we have for the past 9 years. When evaluating our proposal, please take into account the many features our service includes:

- Online, live status view of all pending and completed service requests and sites serviced by our crews.
- Web based graffiti reporting, via secure web portal for the city's Program Manager and staff.
- Free public graffiti reporting mobile app (Android and IOS).
- Graffiti removal request via link provided to the city that can be placed in the city's webpage.
- Integration with the Los Angeles County Sheriff's TAGRS system that is designed to track all graffiti activity throughout the county for apprehension, prosecution and restitution purposes.
- On-site custom color matching. Not simply a few off the shelf stock colors.
- Professional graffiti eradication from natural (unpainted) porous surfaces such as block/brick walls, sidewalks, etc.
- Finally, we are the only contractor that offers a \$500.00 reward for information that leads to the apprehension and prosecution of a tagger.

Finally, it is our intention to hire capable and qualified field staff from within the city of Compton, willing to perform the tasks requested in the RFP. If you have any questions regarding our proposal, please feel free to contact me.

Respectfully,

Juan Reinoso
President
Urban Graffiti Enterprises Inc.

COMPANY HISTORY

Urban Graffiti Enterprises was founded by Juan Reinoso in 1990 as a sole proprietorship and incorporated as Urban Graffiti Enterprises Inc. (**Urban**) in May of 2000. Unlike many others who claim to have decades of experience in the graffiti removal industry, when in fact they started off as painters, building maintenance, janitorial companies or school projects, our founder's experience can verifiably be dated as far back as the mid 1980s, under the employment of Graffiti Removal Inc. the original graffiti removal company in Southern California.

Even before Urban Graffiti Enterprises was ever imagined, Juan was hitting the trenches removing graffiti and providing various other public agency services throughout the tri-county area. He was instrumental in developing and perfecting many of the processes and procedures **still** used in the industry today. From the very beginning, his vision was to provide exceptional, innovative service, taking pride in workmanship, and staying abreast of the latest in environmentally friendly and efficient technologies available. UGE started as a public agency services company and still is primarily geared towards developing and implementing public sector services programs.

Urban's municipal services began in 1990 providing graffiti removal services to the City of San Fernando, and the City of Burbank. Soon thereafter we continued acquiring many other public agency contracts providing not only graffiti removal but also; steam cleaning pressure washing services, bus shelter maintenance and repair, bulky item pick-up and etched window repair and protective film installation. We have honed our skills as a company servicing a vast array of small- and large-scale projects. We have to date been awarded hundreds of public agency projects, ranging from \$12,000 to over \$800,000 each, annually. We currently have 15 City contracts, over 20 Los Angeles County, Orange County and San Bernardino County unincorporated communities and all of the Los Angeles County storm control channels. In addition, we also service numerous entities in the private sector.

From the very beginning Urban has strived for innovation and we've taken pride in our services. Our innovation began with being the first and **still** the only graffiti removal and control services provider to offer custom color matching on-site. We are the only company that trains all their service techs the skill of on-site color matching by eye, without the need of color matching hardware or software (spectrophotometers) that at best are only as accurate as the lighting or surface conditions allow it to be. Although our founder provided countless hours of beta testing such technology and was instrumental in its early development, our extensive experience has taught us that such technology is still unreliable and cost prohibitive. Our innovation continued with industry firsts such as:

- First and still the only company that trains all their crews the skill of on-site color matching.
- First to introduce zero tolerance graffiti abatement programs.
- First to provide sacrificial and non-sacrificial coatings.
- First to provide etched glass repair and protective film application.
- First to introduce a flat monthly rate for public agency services.
- First to log every site serviced with before and after digital pictures.
- First to provide 1hr. response times for service requests, seven days a week.
- First with zero discharge wastewater reclamation and recycling equipment and procedures.
- First to implement graffiti data logging and tracking to assist in apprehension and restitution.
- First with proactive graffiti control solution programs.
 - Tagger arrest and prosecution reward program.
 - Schools and community outreach programs.
 - Free smart phone graffiti reporting app.
- First and only company to establish an in-house Quality Control department.
- The only contractor who provides live work status via web system.
- The only contractor with a mobile app assisted graffiti reporting system that is fully integrated with the Los Angeles County's TAGRS graffiti tracking servers.
- Lastly, we are the only contractor with an accredited graffiti analytical department whose sole responsibility is to provide graffiti research and analytical services.

Urban Graffiti Enterprises Inc. has for over 29 years been at the forefront of these services and it is our goal and commitment to our clients to continue on our quest for excellence.

EXPERIENCE

Urban has an unparalleled combined staff experience providing graffiti removal and control services. We have been providing these services throughout the southern California area for over 29 years. In addition, we are properly licensed by the State of California to provide the services we contract out for, including etched glass repair and anti-graffiti film installation services. Our company's experience could be dated back to the mid 1980s when the company founder (current President, Juan Reinoso) started as an in-shop paint matcher for the Sullivan brothers. The true pioneers of the municipal graffiti removal industry. After becoming proficient in the skill of color matching, he quickly and assertively moved up the ranks, mastering every aspect of the trade and excelling with his can-do attitude, constantly showing his innovative capabilities and continuously improving his craft.

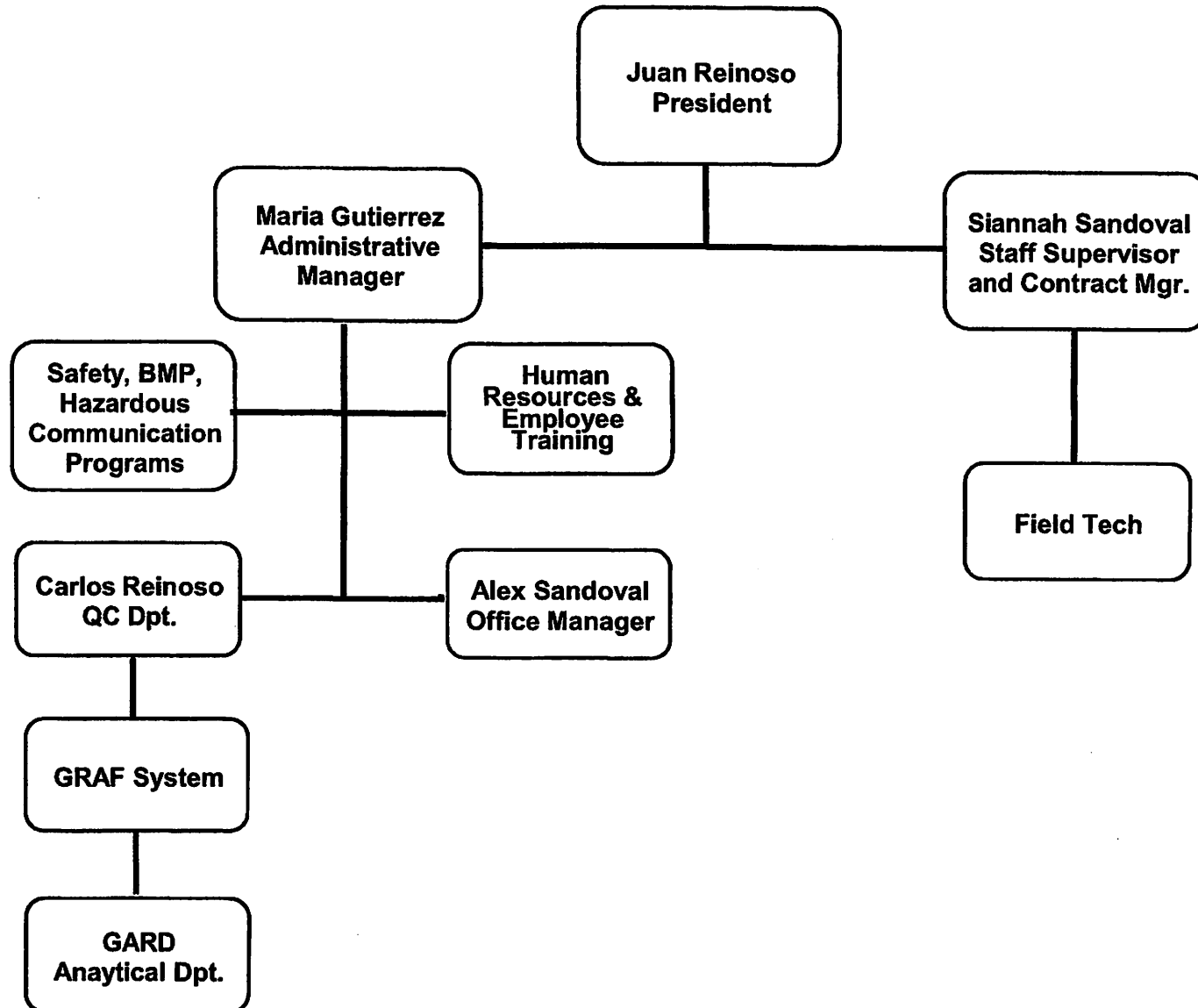
The company President has always been a constant and intricate part of our evolvement and continually challenges our staff into finding better ways to service our clients while still maintaining the level of quality we've become known for. Because of that, our staff continually researches new products and procedures for efficiency and cost effectiveness. That practice has kept us at the cutting edge of the latest technology. Our staff has been instrumental in the development of new equipment and/or procedures such as: spectrophotometer color matching (portable computer color matching), bicarbonate soda blasting, crushed nutshell blasting, sacrificial/non-sacrificial coatings, window etching repair, graffiti logging and tracking solutions, and even laser technology. In fact, graffiti removal and pressure washing procedures still utilized to date were developed and/or perfected by two members currently on our staff, over 34 years ago. Furthermore, **UGE Inc** has been instrumental in the indoctrination of a number of anti-graffiti ordinances. UGE was responsible for the development and introduction of the more cost effective, zero tolerance fixed monthly pricing structure now employed by most local public agencies contracting these services out. We have always strived for excellence, and our multiple year municipal, county and state projects are proof positive of our success. Since our reputation rides on the success of each project we undertake. We don't attempt to acquire as many projects as possible, without regard to quality and professionalism. We only aim to procure those projects which the awarding agency or entity is serious about a successful program. By being selective we can render exceptional service matched by no other contractor. We have set unprecedented standards, still unsurpassed by our competition.

We have undertaken and succeeded in completing intimidating projects other contractors have shied away from. It was our company who took on the Los Angeles County's Florence/Firestone South Central pilot project in the early 90s. Although it took an unprecedented effort on our part that for the first 6 months had us operating at a loss, we stuck to our agreement and completed the 8-month project to the amazement of the Project Manager and County Supervisor Gloria Molina. Needless to say, after the pilot program, we went on servicing that area for over ten years and have continued servicing many other high incidence areas for various departments of Los Angeles County ever since. In addition to the aforementioned, we were the only company that dared to take on what by all accounts was the overwhelming undertaking of the City of Compton's graffiti problem. Regardless of the odds bet against us we quickly and assertively brought the graffiti problem under control.

Due to the long list of both local, county and state contracts we've serviced, our staff is well versed in the procedures and requirements of the various funding sources for these projects. We've had extensive experience with CDBG reporting requirements and other public agency Living Wage Ordinance requirements.

URBAN GRAFFITI ENTERPRISES INC.

**Organizational Chart
CITY OF COMPTON**



PROPOSED ADMINISTRATIVE AND KEY STAFF

<u>President</u> Juan Reinoso	Over 35 years in the public agency services industry. Instrumental in the early development of processes widely used in the industry today, such as; pressure washing, on site color matching, non-abrasive blasting systems, computer color matching, and sacrificial/non-sacrificial coatings, graffiti data logging and tracking, graffiti analytical services. He has developed and implemented many programs for graffiti removal, control and tracking. First in the industry to provide guaranteed one-hour service response times. Directly involved with every facet of the various contracts and programs currently on hand.
<u>Administrative Manager</u> Maria Gutierrez	Over 22 years of accredited business management 20 in the public agency services sector. Responsible for training, enforcing and the continual updating of our Injury and Illness Prevention Program, Hazardous Materials Communication Programs NPDES and all applicable BMP's. In charge of development and implementation of all Federal, State and County safety programs. Payroll, billing procedures and Contract Management. She will be the contract administrator for this project.
<u>Staff Supervisor/Contract Mgr.</u> Siannah Sandoval	Over 15 years of public agency contract administration experience. Her duties consist of serving as liaison between our company and the city's Program Manager, daily management of the project and continual review and adjustment of the program in order to accommodate needed or required modifications. She is also responsible for maintaining overall efficiency and accountability of proposed resources/staff. She will remain as the current City of Compton Contract Manager.
<u>Office Manager</u> Alex Sandoval	Responsible for immediate fielding of service requests and day to day communication with city personnel. Maintenance of all record keeping such as; data entry, reports and quality control program. He will be involved with this aspect of the project for the City.
<u>Field Technicians</u> Field Tech	Fully trained and qualified field service technicians responsible for performing the agreement tasks within the contract service areas. Trained and certified in the use of their equipment, and procedures such as; graffiti removal, high pressure washing, sand/soda blasting, proper handling and application of solvents and sacrificial coatings and incident reporting techniques such as smart phone apps and TAGRS requirements.
<u>Quality Control Inspector</u> Carlos Reinoso	Carlos has over 10 years of experience with graffiti removal, control, tracking and analytical services programs. He started in the industry at a very early age, first mastering the field aspects of our services then moving on to our IT development department where he was instrumental in the development of our unrivaled technological solutions. He is a proficient graffiti analyst and quality control expert. His duties consist of surveying the contracted area(s) to log and report on the level of service being provided by our Field Technicians. Quality of work is his specialty. His field inspections and input are vital to our Quality Control Program.

Field and support staff listed may differ upon contract award and/or change throughout the term of the agreement.

JUAN REINOSO

1280 Mountain View Circle

Azusa, Ca. 91702

(626) 815-4900 OF

(626) 926-4499 FX

juanr@urbangraffiti.com

CORPORATE PRESIDENT

Experience:

35 years in the public agency industry, providing various types of services, such as: graffiti removal, pressure washing, steam cleaning, weed abatement, debris removal, bus shelter cleaning and maintenance, trash removal, window repair and anti-graffiti film installation. Instrumental in the early development of processes widely used in the industry today, such as; On site color matching, non-abrasive blasting systems, computer color matching, and sacrificial/non-sacrificial coatings. Having performed 10 years of Public Agency field work service has allowed him the knowledge to develop and implement many programs for graffiti removal and control as well as trash and debris removal. He was first in the industry to provide guaranteed one-hour service response time. Directly involved with every facet of the various contracts and programs currently on hand. Developed our work order logging, tracking and analytical system – GRAF. He will go out on the field occasionally just to keep on top of his knowledge and to find ways to better improve our services.

Responsibility:

He will be the main contact for any issues above the Administration and Management for the City of Compton

Education/Training & Qualifications:

- Attended and obtained his Contractor's license from an accredited State of California Contractor's School in 1989.
- Obtained Metro Rail Certification in 2013
- BMP and Reporting Illicit Discharge Annual Training 2019
- Certified Expert Witness for Graffiti Analysis
- Attended Annual IIPP Training 2019
- Attended Annual Hazardous Communication Training 2019
- Sexual Harassment Annual Retraining 2019
- Bi-Lingual English and Spanish

Personal Statement:

"Having come from very humble beginnings, I believe it is possible to succeed with hard work, perseverance and integrity. "

MARIA GUTIERREZ

1280 Mountain View Circle

Azusa, Ca. 91702

(626) 815-4900 OF

(626) 815-4499FX

mariag@urbangraffiti.com

Contract Administrator

Experience:

22 years of accredited business management 20 in the public agency services sector. Has been responsible for the training, improvement, enforcing and the continual updating of our Injury and Illness Prevention Program, Hazardous Materials Communication Programs NPDES, employee training program, Employee handbook, Quality Control Program and all applicable BMP's. Develops, implements and oversees all Federal, State and County program and safety requirements. Administers payroll and billing procedures. Oversees contract Administration to ensure all requirements and obligations are met. Oversees all Business administration aspects and meetings to ensure the corporate ideals are kept and enforced for such projects as: graffiti removal pressure washing, steam cleaning, trash and debris removal and disposal, bus shelter cleaning and maintenance and window repair and anti-graffiti film installation.

Responsibility:

She will be the main contact for any City of Compton Administrative, Safety issues and Quality Control matters.

Education/Training & Qualifications

- University of Phoenix graduate with a Bachelor of Science in Business Management 1997.
- Created and Provided re-training for the annual BMP and Reporting Illicit Discharge 2019
- Created and Provided re- training for Annual Safety Program Re-Training 2019
- Created and Provided re-training for Annual Hazardous Communication Retraining 2019
- Attended DIR seminar for working with Public Works 2019
- Bi-Lingual English and Spanish
- Credits Obtained Payroll Law 2019
- Credits Obtained HR Law 2019
- Credits Cal Osha Requirements 2019
- Credits Obtained How to Deal with Difficult People 2018

Personal Statement: "Having been the first member in my family to attend a 4-year University, I believe that working hard and doing things right is key."

SIANNAH SANDOVAL

1280 Mountain View Circle

Azusa, Ca. 91702

(626) 815-4900 OF

(626) 815-4499 FX

CONTRACT MANAGER

Experience:

Over 15 years of public agency contract administration experience. She is and has been the liaison between our company and the Program Manager for such contracts as: graffiti removal pressure washing, steam cleaning, trash and debris removal and disposal, bus shelter cleaning and maintenance and window repair and anti-graffiti film installation. She oversees the daily management of the project and continual review and adjustment of the program to accommodate needed or required modifications. She is also responsible for maintaining overall efficiency and accountability of proposed resources/staff and billing. Oversees and manages all employee tracking and supply data bases. Works directly with our IT Department and TAGRS developer to ensure systems are integrating and running correctly. Performs weekly Quality Control checks to ensure work is being performed to our standards. Works directly with Company President to provide necessary input for GRAF, our work order system.

Responsibility:

She will remain as the main contact for any City of Compton daily contract management issues.

Education/Training & Qualifications:

- Attended and completed a Database creation and management program 2018.
- Attended and completed a Supervisor training program 2018
- Attended and completed TAGRS training program.
- Attended Annual BMP and Reporting Illicit Discharge Re-Training 2019
- Attended Annual Safety Program Re-Training 2019
- Attended Annual Hazardous Communication Re-Training 2019
- Attended Annual Sexual Harassment Training 2019
- Bi-Lingual English and Spanish

Personal Statement:

"My main goal is to ensure the job gets done right. Communication is a main factor in a successful outcome."

GENERAL WORK PLAN

After careful assessment of the RFP specifications, the information provided by the city staff and our extensive experience servicing the city for the past 9 years, we propose an all-inclusive, flexible approach that we feel will exceed the city's goals and expectations at very competitive rates. In the 29 years we've been providing these services, we have developed and implemented a number of unique features that have made our company second to none. It is that flexibility and innovative approach that separates us from the rest.

We propose to provide the agreed upon amount of Field Techs, administrative support staff and resources to provide the services as requested in the city's RFP. We propose to eradicate graffiti expeditiously and professionally, using the most effective methods available. Our all-encompassing graffiti programs are tailored to fit each and every city and community specifically. As such, we are proposing the city of Compton a number of options to choose from (see Pricing Sheet). Our custom, yet straight forward, thorough, work plans and pricing structures have proven to be very effective in not only bringing graffiti under control but also maintaining it controlled through its fluctuations. We have implemented these same strategies in various cities and communities throughout Los Angeles, Orange, San Bernardino and Riverside Counties with much success. By removing graffiti as promptly as possible and keeping it down, the glorification taggers feel, is assertively diminished and their hold on our communities is quickly diminished.

We propose the following staffing and service guidelines:

Staffing

Field Techs – All agreed upon proposed Field Techs will be provided with a fully self-contained service truck and will be properly trained in all aspects of graffiti eradication procedures, including but not limited to, on-site custom color matching, airless sprayer and other high-pressure equipment use, mobile phone app assisted electronic job tracking procedures and full understanding of their duties and responsibilities under the agreement.

Contract Manager – The Contract Manager will be responsible for overseeing the day to day operations and issues relating to the performance of our Field Techs and serve as the liaison between Urban Graffiti Enterprises Inc. and the City's Program Manager. The duties and responsibilities of the Contract Manager shall consist of:

- Having thorough knowledge of the contract terms, specifications, conditions and requirements.
- Interfacing with the City's Program Managing Department and/or designees.
- Coordinating special projects and requests.
- Responding to any concerns related to our services.

Quality Control Inspector – A quality control inspector will be assigned to this contract to periodically patrol the service area, to ensure our service crews are adhering to the contract requirements and that their services meet our strict workmanship standards. (Please see Quality Assurance Program attached).

Service Prioritizing

Service will be prioritized as follows:

City Requests - Requests for service received via the City's Hotline will be automatically routed to the assigned area Field Tech by way of our proprietary **Graffiti Reporting And Follow-up (GRAF)** system. Since prompt eradication of graffiti is the best policy, it will be our goal to service any requests for service received will be completed the same day if received on a normally scheduled service day otherwise within 24 hours. Vulgar, intimidating or retaliatory graffiti will be removed upon sight or within 1 hour after receipt of notification, during normal business hours or first thing the following day 7 days a week.

City's Program Manager Requests - Any City Program Manager or designee request for service shall be added to the list of pending requests or prioritized as requested.

Major Thoroughfares - Because graffiti on thoroughfares is the most visible to the public and the image of a city is primarily judged by their condition, every effort will be made by our Field Tech(s) to patrol and service the major thoroughfares in the city on their scheduled service days.

Hot Spots - With our experience servicing the city, our service crews have established a list of known hot spots that require constant patrols and special attention. These areas will also be a prioritized.

School Zones - Due to the fact that these areas are susceptible to higher than normal incident rate and because of the importance of maintaining safe school corridors, special attention will be given to these areas while in route to and from service requests.

Residential Streets - Aside from systematically servicing any high recidivism residential areas, our crews will make it a point to periodically patrol and service all residential streets to ensure thorough service area coverage.

Alleys - Although alleyways are normally regarded as trivial thoroughfares, they are far from unimportant to the communities that have them. We therefore also make it a point to periodically service these byways to maintain them clean.

Service Guidelines

A zero-tolerance approach shall be taken by our field staff to maintain the city's graffiti under control for the term of our agreement. All of our Field Techs are tele-tracked to ensure proper service area coverage and are equipped with smart phones that utilize our proprietary routing app that is designed to automatically receive service requests directly from our **Graffiti Reporting And Follow-up (GRAF)** system. (Please see Graffiti Reporting and Tracking).

Upon arrival to the city, the Field Tech(s) will begin their day by addressing any pending service requests. Thereafter they will proceed to survey the city's main thoroughfares and known hot spots. Any graffiti noticed by our crews while in route between service requests and service areas, will be eradicated upon site. After completing any service, the Field Tech(s) will upload the required job information such as; address, time/date of completion, square footage, surface type, removal method, and a before and after image to our service logging and tracking database (GRAF). Any sites reported to the Field Techs which cannot be completed, will be immediately reported to the City's Program Manager via GRAF with an image of the location and the reason why it could not be completed.

To further enhance the reporting and tracking aspect of our services, the City's Program Manager will be given access to GRAF via a secure, dedicated web portal where the status of any and all service requests can be viewed live as they are being completed.

Our service crews will use new and/or recycled, water based, paint for paint-outs, EPA approved solvents for non-porous surfaces such as signs, glass, tile, etc. and water/media blasting on natural non-porous surfaces such as concrete, block/brick walls, galvanized steel, etc. Our Field Techs will maintain up to date Material Safety Data Sheets for all materials used in their processes. No debris or runoff from any of our operations will be allowed to go into any storm drain system.

Eradication Procedures

We hereby attest that as a minimum, we will adhere to the following generally approved methods of eradication:

Concrete/block, brick walls – If natural will be pressure washed/media blasted or color matched and painted over if previously painted.

Sidewalks – Will be blocked off as needed and pressure washed/media blasted.

Curbs – Unpainted curbs will be painted using a closely matching concrete color. Painted curbs will be painted using the standard City approved color.

Pedestrian bridges/underpasses – Vertical surfaces shall be painted using a closely matching color taking care that the floor surface is not over sprayed. In the instance that the floor surface has to be treated, it will be pressure washed/media blasted if natural or painted over with a closely matching color with an abrasive additive in order not to compromise its traction characteristics.

Concrete light poles – Unpainted concrete light poles will only be pressure washed or media blasted if unpainted. Previously painted light poles will be evaluated and where applicable and feasible an attempt to remove all previous paint will be made, in order to bring it back to its natural stage.

Wooden utility/light poles – These poles will be painted over using a closely matching color. Any signs, stickers, slap tags shall be removed.

Trees – Depending on the type of tree and type of material used to deface it, we will lightly pressure wash or paint over the graffiti using a highly diluted non-phytotoxic paint keeping any foliage free of over spray or splatter.

Wood fencing – Previously painted wood fencing will be painted using a color matched paint or pressure washed if

unpainted.

Metal surfaces including traffic/light poles – All previously painted metal surfaces will be color matched and painted over. Bare or natural metal surfaces will be treated using an EPA approved solvent or pressure washed if necessary.

Asphalt – Affected asphalt surfaces will be treated using a light mist of diluted matching paint with an abrasive additive so as to not compromise the surface's traction characteristics.

Glass/windows – All glass (excluding etched glass) will be treated using an EPA approved solvent.

Trees and Palms – Depending on the type of bark the tree has, vandalized trees/palms will be treated with either a pressure washer at medium pressure with a wide tipped nozzle to avoid damaging the tree or by applying a light mist of watered down non-phytotoxic paint. Every attempt will be made to successfully remove any previous paint and/or graffiti from the tree's surface but never at the cost of the tree's protective bark surface. Any deviation from the processes herein detailed will be run by the City's Program Manager before any changes are implemented.

Furthermore, **UGE's** personnel shall perform all their duties in a courteous and efficient manner, in accordance with accepted professional standards, without causing damage or injury to any person or property. Great care is taken to ensure the protection of property such as, vehicles, windows, shrubbery, walkways, etc. from any residue like paint overspray, sand, etc. Methods employed to protect such property may include but not be limited to; drop cloths, plastic sheeting, or scheduling the job for a more opportune time. In some instances, and only when necessary, the contractor shall paint using rollers or brushes ensuring proper coverage. In the event of any residue, due to a procedure conducted by our personnel, the area shall be restored to its original condition. Color matching will be used on all previously painted surfaces to ensure quality, professional removals. We guarantee all work completed against failure due to defective materials and/or faulty workmanship for a period of one year. Any and all debris from our operations will be picked up and disposed of legally.

Equipment On Hand

Due to the number of projects, their size, and the length of time we have been in the public agency maintenance industry. We maintain more than sufficient vehicles, equipment and materials on hand to be able to service the largest of projects on a moment's notice. Furthermore, our extensive working capital and open lines of credit afford us the ability to almost immediately acquire any number of vehicles and/or equipment needed.

In addition, centrally located in the City of Azusa, our 24,000 square foot facility is equipped with an in-house paint tinting laboratory which consists of tinting machines, 1- and 5-gallon paint shakers, a 500-gallon vat for mixing bulk colors. We normally have in stock over 4000 gallons of paint of various tint bases, colorants and all the equipment necessary to undertake any graffiti removal project in the four-county area, expeditiously.

Emergency Call-out Procedure

The Contract Manager, Safety Officer and Field Supervisor shall be accessible seven days a week, 24 hours a day via direct email or cell phone. Our emergency call-out procedure has built redundancy so as to avoid any mistakes or miscommunications. Our clients have several ways they can reach us 7 days a week 24 hours a day.

- **Via land line** - When a call is placed to our office after hours, a live operator answers the line and the subsequent message is sent to at least three Managers and the company President.
- **Via regular email** - We provide the City's Program Manager the direct email addresses for the Contract Manager, Field Supervisor and at least one other company Manager.
- **Via cell phone** – The City's Program Manager is given the Contract Manager's cell phone number so he/she can reach them directly.

The City is guaranteed to receive a response within 1 hour after hours or 30 minutes during our normal business hours.

COUNTYWIDE GRAFFITI TRACKING SYSTEM

At UGE we have always taken great pride in our innovative spirit and ingenuity. Years ago, we embarked on a quest to electronically track, log and catalog all graffiti eradicated, so we may better assign and distribute our resources and identify trouble spots within our service areas. Soon after developing GRID (Graffiti Information and Research Database) we realized we needed a better reporting system, so we developed GRAF (Graffiti Reporting and Follow-up) application. GRAF is essentially a web based, mobile phone app assisted graffiti reporting solution. With GRAF, city staff can report graffiti via the web or by using our proprietary phone app which is also available for residents to use. After eight years of providing graffiti tracking and analytical services to our clients, in 2010 we decided to forge an exclusive reciprocal agreement with TAGRS, the leading graffiti tracking solution on the market. In this partnership, TAGRS provides their extensive multi-county server infrastructure and we provide our accredited graffiti analytical and research experience. Therefore, along with our ever-evolving graffiti eradication and control programs, we can further enhance the proactive aspect of any program with true countywide tracking, logging and categorizing of graffiti and offenders.

Our approach to the tracking, apprehension and eventual prosecution of taggers, takes into account the fact that these offenders cover large geographical areas that may encompass a number of cities and counties. A law enforcement's graffiti incidences database should at the very minimum have access to more than just its jurisdictional (its city's) data.

With TAGRS, all graffiti data is pooled with that of other participating cities and public agencies, into the San Bernardino County Sheriff's servers. The law enforcement agency for the area is then given access to the law enforcement portal of TAGRS where they can not only track trends, activity and taggers but also share intelligence on gangs, tagging crews and/or taggers with other law enforcement agencies. By pooling data and sharing intelligence, law enforcement agencies can not only better plan arrests but also build stronger cases against offenders for prosecution and restitution purposes. We are the only contractor with a web-based graffiti reporting system that seamlessly integrates with TAGRS without any additional equipment or procedures. We provide all of our Field Techs smart phones with our own proprietary app which they use to log all pertinent information and take before and after pictures for live status of sites serviced. The City's Program Manager will be given a user name and password in order to be able to log into GRAF and get live status reports of pending serviced requests along with a running list of sites serviced including before and after pictures of the graffiti eradicated.

In addition to the aforementioned, we intend to make our accredited graffiti analytical services available at a reduced rate for the areas we service. Our analytical service far supersedes the untrained and arbitrary moniker entry by field crews, whose expertise is graffiti abatement and not graffiti analysis and cataloging or that of an out of state analytical department with no true knowledge of the traits and trends of gangs and tagging crews in our communities. Our **Graffiti Analytical & Research Department (GARD)** is part of our commitment to provide proactive graffiti control and prevention programs. GARD staff is solely dedicated to the study of the graffiti subculture through constant research of gangs/crews, trends, tactics and procedures via internet forums, blogs chat rooms and law enforcement intelligence.



URBAN GRAFFITI ENTERPRISES, INC.

Agency:	Los Angeles County Department of Public Works
Address:	900 S. Fremont Ave. Alhambra, CA 91803
Contact Name:	Ari DeChellis
Title:	Graffiti Abatement Contract Manager
Telephone & Fax	PH (626)458-4062 FX (626)979-5445
Email:	adechellis@dpw.lacounty.gov
Type of service:	Graffiti removal and pressure wash services at various communities
Service Date:	2014 - present
Annual Cost:	1.2million
Agency:	City of Compton
Address:	205 S. Willowbrook Ave., Compton, Ca. 90220
Contact Name:	John Strickland
Title:	Project Manager
Telephone & Fax	PH (310) 761-1422
Email:	jstrickland@comptoncity.org
Type of service:	Citywide graffiti removal and pressure wash services
Service Date:	2015- Present
Annual Cost:	\$192,000
Agency:	City of Covina
Address:	444 N. Citrus Ave. Covina, CA 91723
Contact Name:	Michele Saint
Title:	Management Analyst Trainee
Telephone & Fax	PH (626) 384-5482 FX (626) 384-5479
Email:	msaint@covinaca.gov
Type of service:	Citywide graffiti removal and pressure wash services
Service Date:	2005 – Present
Annual Cost	\$86,400
Agency:	City of Upland
Address:	460 E. Euclid Ave., Upland, Ca. 91786
Contact Name:	Debbie Alcorn
Title:	Housing Programs Consultant
Telephone & Fax	PH (909) 931-4113
Email:	dalcorn@ci.upland.ca.us
Type of service:	Graffiti removal/Pressure wash services
Service Date:	2015 - Present
Annual Cost	\$62,400
Agency:	City of Newport Beach
Address:	592 Superior Ave., Newport Beach, Ca. 92663
Contact Name:	Jim Auger
Title:	Operations Support Superintendent
Telephone & Fax	PH (949) 718-3477 FX (949) 650-0747
Email:	jauger@newportbeachca.gov
Type of service:	Citywide Graffiti Removal and Pressure Wash Services
Service Date:	2013-2019
Annual Cost:	\$98,160

MORE AVAILABLE UPON REQUEST

ADDITIONAL INFORMATION

Please consider the following when evaluating our proposal. Along with our extensive experience in the public agency services industry, we bring a number of unique features that no other contractor offers, such as:

- We are properly licensed with C33, D38, D52 classifications to provide these services.
- Preemptive, zero-tolerance graffiti search and eradication rather than just reactive eradication.
- A number of proactive graffiti control and prevention solutions.
- Unrivaled true on-site color matching.
- Immediate to 24-hour response to service requests 7 days a week.
- Flexible service components that can be tailored to suit area specific need and/or future changes.
- Automated web based and smart phone app assisted service request reporting and handling.
- Accurate and detailed monthly service logs. (Sample Service Log attached)
- Live status of work in progress, via dedicated web portal. (Sample GRAF Live Status View attached)
- Printable individual job completion and confirmation reports. (Sample Job Completion Report attached)
- Graffiti data logging for the San Bernardino County Sheriff's TAGRS program included.
- Accredited graffiti analytical services.
- Certified graffiti expert witness service.

Proactive Prevention Programs

- Smart phone graffiti reporting and service request tracking app.
- Etched glass repair and protective window film application at a reduced rate.
- \$500.00 Tagger Tip Reward Program for information leading to the arrest and conviction of a tagger.

These programs and features will be in force and available to the City for the life of the contract. If you have any questions regarding this portion of our services, please feel free to call us at (626)815-4900 or email us at info@urbangraffiti.com. We greatly appreciate this opportunity and your consideration.

Pricing Sheet

Option 1

# of Crews	Service Type	Monthly Cost	Yearly Cost
2	Mon-Fri	\$ 36,875.00	\$ 442,500.00
1	Weekends		

Option 2

# of Crews	Service Type	Monthly Cost	Yearly Cost
2	Mon-Fri	\$ 31,822.50	\$ 381,870.00

- Weekend on-call service charge \$450.00 – (Includes initial 2 service hours).
- Weekend hourly rate after call-out charge \$140.00 (billed at 15-minute increments).
- Additional Service Units can be provided on a monthly basis, at the rate of \$16,000 per month at the city's request.

Option 3

# of Crews	Service Type	Monthly Cost	Yearly Cost
4	Mon-Fri	\$ 52,312.50	\$ 627,750.00

- Emergency on-call weekend service included

The rates herein stated are in full compliance with DIR regulations, as they currently relate to the type of public works project as specified in the city's RFP. Pending clarification and direction from DIR regarding a recently released wage determination specifically for graffiti removal services, the cost detailed above may decrease from 25% up to 45%.

GENERAL WORK PLAN

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Staffing

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Hot Spots - With our experience servicing the city, our service crews have established a list of known hot spots that require constant patrols and special attention. These areas will also be a prioritized.

Alberto Esqueda

La Puente, CA 91746

albertoesqueda2_a5y@indeedemail.com

6267801872

To obtain a maintenance position that offers professional growth where I can enhance my skills/abilities and utilize my professional experience

Work Experience

Maintenance Painter/Field Tech/Graffiti removal

Urban Graffiti Enterprises - Azusa, CA

January 2015 to May 2019

Graffiti abatement and bus stop maintenance in cities, rivers, washes and Channels Throughout Los Angeles county. Using and Maintaining Power tools and airless paint sprayer, rollers, brushes And chemicals. Knowledge of chemicals procedures and safety (MSDS). On site color matching. Traffic management and cone placement. Bus stop cleaning. Boom lift experience

Shipping and Receiving Clerk

WJB Bearings - Industry, CA

May 2014 to August 2014

Shipping and Receiving

Examined shipment contents and compared with records such as manifests, invoices, or orders to verify accuracy. Record shipment data, such as weight, charges, space availability, damages, or discrepancies for reporting, accounting, or recordkeeping purposes. Examined and inspect stock items for wear or defects, reporting any damage to supervisors.

Machine Operator

Bloomfield Bakery - Azusa, CA

July 2011 to October 2012

Set up machines at the beginning of shift to ensure proper working order. Operated mill, lathe, drill, automatics, and numerical control equipment efficiently and safely. Read blueprints, worked from layouts and dimensions on drawings to perform assigned tasks. Prepared tooling for changeovers and performed machine changeovers.

Shipping and Receiving Clerk

MIQ Logistics - Irwindale, CA

June 2010 to July 2011

Shipping and Receiving

Moved freight, stock, pallets, or other materials to and from storage or production areas, loading docks, delivery vehicles, ships, or containers, by hand or using trucks, tractors, or other equipment. Read work orders or received oral instructions to determine work assignments or material or equipment needs. Directed spouts and position receptacles, such as bins, carts, or containers so they can be loaded.

Education

General Education

Baldwin Park High School - Baldwin Park, CA
2010

Skills

Troubleshooting Airless paint sprayer (4 years), Maintenance, On-site color matching (4 years)

Certifications/Licenses

Driver's License

Additional Information

PROFESSIONAL SKILLS

- Self-Motivated
- Dependable and hardworking
- Excellent interpersonal skills
- Excellent organizational skills
- Ability to multitask
- Avid understanding of production procedures
- Able to lift over 50lbs

Ricardo Del Real

5503 N. Conwell Ave. Azusa, CA 91702 Cowboys94.31@gmail.com

Tel: (626) 975-7553

Personal Statement

I am a friendly, loyal and a clearly dedicated individual who has an ambition to succeed in any given environment. Although I have extensive experience in the driver industry I love to learn and am always up to a challenge whatever the situation. I get along well with others while also working efficiently on my own. I am seeking a position where I can develop and excel while giving my best to an employer.

Work Experience

Painter January 2015-January 2019

Urban Graffiti Azusa, CA

Take care of on calls and survey and identify graffiti throughout cities. Graffiti removal at various sites and color match existing walls

Painter July 2013-January 2014

Bithell Inc. Covina, CA

Preparing walls and door frames that need to be painted. Paint walls, ceilings, and doors.

Customer Service Agent Dec. 2010-Sep. 2012

Fed Ex North Hills, CA

Assist customers with their shipping needs and answering phones. Use the computer to get the correct address for packages to be delivered on time.

Driver/Lead Dec. 1999-Dec. 2009

Fed Ex City of Industry, CA

Assist managers with A.M. operations. Deliver and pick up packages in a timely manner on a daily basis.

Handler Sep. 1999-Dec. 1999

Fed Ex City of Industry, CA

Offload trucks and help load shuttles in a timely manner

Customer Service/Driver May 1992-June 2000

Hose Man Irwindale, CA

Taking phone orders, cutting and adjusting hoses to the customers needs. Pricing involves pulling will call orders collections on a daily basis.

Mixer Jan. 1988-April 1992

O.H. Kruse El Monte, CA

Mixing formulas for feed of various animals keeping records nightly. Load and Unload trucks at the dock.

Lead Person Feb. 1987-Jan. 1988

California Inflatables S. El Monte, CA

Keeping records of material being cut. Keeping full stock of parts for departments.



Date: 11/18/19

Delivered by: Hand Delivery to City of Compton

Includes 2 Complete Proposal Packets

1 Bound Proposal

1 Single Sided Printed Proposal

Sent By: Edvin Tsaturyan, 310.962.5858

City of Compton

CITYWIDE GRAFFITI ABATEMENT AND PREVENTION SERVICES

SUBMITTED BY:

Edvin Tsaturyan



11/18/2019



1246 JUSTIN AVE, GLENDALE, CA 91201

- Ph# (310) 962-5858
 - Fax# (855) 446-9949
- www.jnlgraffiti.com

GRAFFITI ABATEMENT SERVICES PROPOSAL



CITYWIDE GRAFFITI ABATEMENT AND PREVENTION SERVICES

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CITYWIDE GRAFFITI ABATEMENT AND PREVENTION SERVICES

Company Method of Operation and Overview

J&L's techniques and equipment are the most advanced in the industry. Our staff is constantly doing research and improvements for the company, in order to provide the client with an excellent experience with our services.

We have extensive dealings with large hospitals, and we understand the process, procedures, work volume, documentations and invoicing requirements associated with these customers. J&L can handle any graffiti contracts of all sizes.

The keys to a successful graffiti removal program are fast response, removal of all graffiti, and removal methods that leave no traces that the graffiti ever existed. Graffiti breeds more graffiti, and fast professional removal will allow to the City of Compton to control this problem. J&L specializes in these services. Under J&L's proven program each technician is fully equipped and trained to remove all graffiti.

J&L performs thorough and complete removal, leaving no traces of the past graffiti. Details are not overlooked. All graffiti at sites requested by the city is removed no matter how small and no matter the surface, including but not limited to: public buildings, monuments, public facilities, street light poles, traffic signal poles, control boxes, concrete structures, guard rails, parks, trails, and traffic signs. Private property includes exterior walls, fences, sidewalks, windows, trash receptacles, utility boxes, signs, bus stops, news racks, doors, and flag poles. Parks includes restrooms, facilities exteriors, paths, bleachers, baseball diamonds, trash receptacles, rocks, doors, fences, windows, utility boxes, and tress.

We understand priorities and will work very closely with the City staff and City Project Manager to achieve our goals.

EdvinTsaturyan
President

1246 Justin Avenue,
Glendale, CA 91201
(310) 962-5858

This proposal is valid for 60 days



CITYWIDE GRAFFITI ABATEMENT AND PREVENTION SERVICES

J&L Graffiti Removal Services proposes to provide services based on the following:

QUALIFICATIONS

Experience:

- J&L is a graffiti removal company that was established in 2009.
- J&L started serving the City of Glendale
- We have extended our business to removing graffiti for hospitals such as City of Hope, Martin Luther King, Keck of USC and West Hills hospital, to name a few.
- We also work with Vepo Corporation, Alta Bates Medical Center and 360 Management.

Removing graffiti from medical buildings and facility restrooms in both sensitive areas and high volume foot traffic areas, elevators, exterior elevator lobbies, exterior and interior facility walls. Removal of graffiti from parking lots, barrier walls, fencing, block walls, statues, monuments. Performed Power wash maintenance of parking lots, garages, loading docks, trash receptacle areas and enclosures. Power washing of buildings and rooftops.

We provide a high level of maintenance to the above listed hospital buildings and facilities to maintain a neat and clean visual aspect as required for medical environments.

REFERENCES:

Martin Luther King Jr. Community Hospital

Mike Silva, Facilities Manager (818) 281-439

City of Huntington Park

Raul Alvarez, Assistant City Manager (323) 582-6161



CITYWIDE GRAFFITI ABATEMENT AND PREVENTION SERVICES

Cost & Pricing:

OPTION 1:

Rate \$84.91 per hour per truck minimum 4 hours.

OPTION 2:

1 truck 1 technician 8 hours per day 5 days a week Lump sum \$176,612.80 yearly

Includes:

Car maintenance

Paint

Supplies

Insurances

Profit and overhead

Hiberaldo Leiva

Los Angeles, CA, 90026 • (213) 255-8125 • leiben.const@hotmail.com

SUPERINTENDENT / ON-SITE SUPERINTENDENT

Key Work Knowledge and Abilities

- Accomplished and qualified construction professional. Over 30 years of hands-on experience in all aspects of construction – renovation, commercial, hospital, multi-family, mixed-use and tenant build-out
- Skilled at inspecting and controlling contractors to ensure contracts, schedules, budgets and safety
- Coordinating staffing plans, work schedule, budgets, and timelines.
- Knowledge to anticipate, prevent and resolve problems, which adversely impact costs, safety and schedule
- Ability to manage available manpower, time and equipment to maximize productivity
- Strong organizational, communication and problem solving abilities

Employer Summary

J&L GRAFFITI (DUARTE, CA) - **Superintendent**, 1/15 to Present

Supervising and scheduling the power washing and graffiti removal throughout several hospital facilities as well as commercial and residential buildings. Daily removal of graffiti from medical building environments. Routine power-washing of exterior areas of medical facilities as well as rooftops of buildings, garages, loading docks, parking lots, etc.

JT CONSTRUCTION GROUP, INC. (Glendale/Duarte, Ca) — **Superintendent**, 8/2013 to 02/2015

Ran multiple projects simultaneously, managing company crews and all other subcontractors. Directed and coordinated activities of project through delegated personnel. Dealt with scheduling and maneuvering crews throughout simultaneous job sites for cost efficiency and greater volume of work performance to continue the construction process without stops and delays.

LEIBEN CONSTRUCTION (Los Angeles, CA) — **Owner**, 01/2010 to 08/2013

Managed construction of residential and commercial buildings. Mostly performed renovations and upgrades. I had two crews of 4-6 workers per crew. I met with clients, provided costing and proposals, provided scheduling, managed all job sites, resolved any problems or issues that may come up, budgeted and handled all of the accounts receivable and accounts payable.

SOUTHLAND CONSTRUCTION (North Hollywood, CA) — **Superintendent**, 06/2000 to 01/2010

Supervised daily construction renovation and remodel at several hospital buildings like, Keck of USC, White Memorial, Hollywood Presbyterian, Las Casistas Convalescent, Holy Cross, California Hospital, Verdugo Hills to name a few. I left to start my own business under my own license.

LEIVA CONSTRUCTION (Los Angeles, CA) — **Superintendent**, 01/1980 to 06/2010

Worked in our family owned business performing all tasks necessary from dealing new and regular clients to framing, drywall, millwork, painting, scheduling, estimating, ordering material, billing, accounts payable.

Education & Certifications

Completion of High School Education
California State Contractors License **B - General Building Contractor**



CITYWIDE GRAFFITI ABATEMENT AND PREVENTION SERVICES

Equipment/Supply:

- Individual crew with fully equipped service trucks
- Hot Water Pressure Washer to clean graffiti off of concrete
- 230 Gallon Water Tank
- 55 Gallon Water Recovery
- Hose Reels - Paint
- Hose Reels - Water Blasting
- Graco Paint Sprayer (GMAX 3900)
- Safety gear

Schedule:

1 Crews/1 Trucks Monday through Friday or as requested

Hours of Operation will be as follows, per approval of City

6:00 am to 2:30 pm

7:00 am to 3:30 pm

We carry standard colors on all trucks to make covering of graffiti quick. If color match is needed, we have tints available on hand to color match as close as possible, however if further color matching needs to take place, usual turnaround time from supply store to location of work is approximately 20-30 minutes.

Steam cleaning of trash enclosures takes approximately 15-30 minutes, dependent on whether only cleaning is needed or graffiti removal will have to take place.

Schedule to clean the trash enclosures on a weekly basis is planned on (2) per day every week.



CITYWIDE GRAFFITI ABATEMENT AND PREVENTION SERVICES

PROJECT TEAM

Crew Members

Albert Esqueda, Field Technician
Ricardo Del Real, Field Technician
Hiberaldo Leiva, Field Technician

Office Personnel

Edvin Tsaturyan

President

Email: Edvin@jtconstructiongroup.com
(310) 962-5858

Ani Gevorgyan, Office Assistant

Ph.# (626) 346-8118

Fax# (855) 446-9949

Email: Ani@jtconstructiongroup.com
1730 Evergreen St,
Duarte, CA 91010



CITYWIDE GRAFFITI ABATEMENT AND PREVENTION SERVICES

City Standard Contract Services Agreement

J&L Graffiti Removal will comply with all aspects of the standard contract agreement.

City Standard Insurance Requirements

J&L Graffiti Removal has all the necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFP.

All the necessary documentations will be presented to you by our president- Edwin Tsaturyan, upon request and/or approval of proposal.



CITYWIDE GRAFFITI ABATEMENT AND PREVENTION SERVICES

Scope of Work:

- Graffiti removal services to clean commercial, residential streets, private residents, parking lots, alleys, parks, first & second floor buildings, water well sites, City owned property, structures, and facilities.
- Patrol streets on a daily basis as part of our routine to seek and remove all visible vandalism; Remove all graffiti regardless of size and surface, example: signs, curbs, window, phones, hydrants, poles, parking bumpers, railings, vents, sewers, etc.,.
- Remove advertisements, stickers, signs, notices, etc., from city owned street light poles, traffic signal poles or private utility company poles, City owned property or buildings and any places not authorized by the City for such postings.
- Meet with City staff as directed to discuss work orders, schedules, areas of maintenance
- Hours of operation will be 6:00am to 2:30pm/7:00am to 3:30pm or any time designated and deemed reasonable by the City.
- Graffiti will be removed within 24 hours of notification; Priority will be given to sites containing graphic or obscene markings.
- Response time during working hours will be 30 minutes.
- Emergency response time during off hours will be 1 hour.

J&L prefers to put technicians in their own exclusive and specific City/zone. Technicians that are experts in their assigned geographic area gain efficiency of drive time creating faster response times, more specific knowledge of neighborhoods, "hot spots", and color matches which create better consistency and the technicians become more proficient at the appearance of their City/zone resulting in a higher quality outcome. We would like to continue our current work plan of assigning a specific tech to individual zones within the City however, the techs are trained to assist each other outside of their zones as needed, when spikes in service levels require their assistance.

DECEMBER 3, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF COMPTON COUNTY OF LOS ANGELES
AUTHORIZING APPLICATION FOR AND RECEIPT OF
SB 2 PLANNING GRANTS PROGRAM FUNDS**

SUMMARY

The City Council will consider a resolution authorizing the City Manager to submit an application to the Department of Housing and Community Development for a SB2 grant in the amount of \$310,000.

BACKGROUND

The SB2 grant is a state grant program designed to provide funding to all local governments in California to help cities and counties prepare, adopt, and implement plans and process improvements that streamline housing approvals and accelerate housing production.

PROJECT ANALYSIS

The City is proposing to use the grant funds, if received, to update the 1991 General Plan Land Use Element to increase the maximum density in the Mixed Use and High-Density categories and update the element to allow for new housing types such as Emergency Shelters, Transitional and Supportive Housing, and Single Room Occupancy Developments. The goal is to facilitate the development of new affordable housing and housing types in the City.

FINANCIAL IMPACT

The submission of the application or receiving the grant will not have a negative fiscal impact to the general fund. If received the grant will fund the cost of all improvements. No general funds will be used.

RECOMMENDATION

Staff recommends to the City Council authorizing the City Manager to submit an application to the Department of Housing and Community Development for a SB2 grant.

**Robert Delgadillo, Senior Planner
COMMUNITY DEVELOPMENT DEPARTMENT**

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO SUBMIT
AN APPLICATION FOR SB 2 PLANNING GRANTS PROGRAM
FUNDS**

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated **March 28, 2019**, for its Planning Grants Program (PGP); and

WHEREAS, the City Council of the City of Compton desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to **\$123 million** under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program.

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

SECTION 1. That the City Manager is hereby authorized to submit to the State of California, Department of Housing and Community Development, the 2019 Planning Grants Program application in the amount of \$350,000.

SECTION 2. That in connection with the PGP grant, if the application is approved, the City Manager is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$350,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City of Compton obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

SECTION 3. That the City of Compton shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City of Compton hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. That the City Manager of the City of Compton is authorized to execute the SB 2 Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the City of Compton as required by the Department for receipt of the PGP Grant.

ADOPTED this _____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton at a regular meeting on the _____ day of _____, 2019, by the following vote:

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

CITY CLERK OF THE CITY OF COMPTON

December 3, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING 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 approved by the City Council on June 25, 2019.

The City Manager is recommending a restructuring of Office Assistants among departments. 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.

STATEMENT OF THE ISSUE

The proposed budget amendments are 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 on increasing levels of customer services provided.

The City Manager has identified Office Assistant positions that can be restructured in order to increase level of customer services provided in the Office of the City Manager and Fire Department. The following are the proposed changes:

Add Positions:

- One (1) 1.0 FTE Office Assistant I – Fire Department
- One (1) 1.0 FTE Office Assistant III – City Manager’s Office

Delete Positions:

- One (1) 1.0 FTE Office Assistant III – Fire Department
- One (1) 1.0 FTE Office Assistant I – City Manager’s Office

**Staff Report – Resolution Approving Budget Amendment
Office Assistant Restructure
December 3, 2019, page 2**

Increase Budget Accounts:

• 1001-510-000-4101	Permanent Salaries	\$ 4,585.00
• 1001-510-000-4190	Workers Compensation	\$ 710.00
• 1001-510-000-4198	State Disability Insurance	\$ 46.00
• 1001-510-000-4199	Medicare	\$ 66.00
	Total	\$ 5,407.00

Decrease Budget Accounts:

• 1001-690-000-4101	Permanent Salaries	\$ 4,585.00
• 1001-690-000-4190	Workers Compensation	\$ 710.00
• 1001-690-000-4198	State Disability Insurance	\$ 46.00
• 1001-690-000-4199	Medicare	\$ 66.00
	Total	\$ 5,407.00

The proposed Budget Amendment transfers funds to various accounts with net neutral changes to the 2019-2020 Fiscal Year Budget. They increase the City's level of customer service. All changes are to take effect on the adoption date of this resolution.

FISCAL IMPACT

As outlined in this report, 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 adjustments necessary to ensure that the City continues with a balanced Fiscal Year 2019-2020 budget, while providing constituents with the best quality level of customer service.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager to make the amendments to the FY 2019-2020 Budget.

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING 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, the City Manager has identified Office Assistant positions that can be restructured in order to increase the level of customer service provided by the Office of the City Manager and Fire Department. The following are the proposed changes:

Add Positions:

- One (1) 1.0 FTE Office Assistant I – Fire Department
- One (1) 1.0 FTE Office Assistant III – City Manager’s Office

Delete Positions:

- One (1) 1.0 FTE Office Assistant III – Fire Department
- One (1) 1.0 FTE Office Assistant I – City Manager’s Office

WHEREAS, the proposed budget amendments are “cost neutral” (i.e., they do not increase or decrease net budget appropriations) and do not affect the total revenue and expenditure balances projected for the Fiscal Year 2019-2020 Budget. The proposed changes specifically focus on increasing the level of customer service provided; and

WHEREAS, all changes are to take effect on the adoption date of this resolution.

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 amendments to the Fiscal Year 2019-2020 adopted budget for Increase Level of Services:

Add Positions:

- One (1) 1.0 FTE Office Assistant I – Fire Department
- One (1) 1.0 FTE Office Assistant III – City Manager’s Office

Delete Positions:

- One (1) 1.0 FTE Office Assistant III – Fire Department
- One (1) 1.0 FTE Office Assistant I – City Manager’s Office

Increase Budget Accounts:

• 1001-510-000-4101	Permanent Salaries	\$ 4,585.00
• 1001-510-000-4190	Workers Compensation	\$ 710.00
• 1001-510-000-4198	State Disability Insurance	\$ 46.00
• 1001-510-000-4199	Medicare	\$ 66.00
	Total	\$ 5,407.00

Decrease Budget Accounts:

• 1001-690-000-4101	Permanent Salaries	\$ 4,585.00
• 1001-690-000-4190	Workers Compensation	\$ 710.00
• 1001-690-000-4198	State Disability Insurance	\$ 46.00
• 1001-690-000-4199	Medicare	\$ 66.00
	Total	\$ 5,407.00

SECTION 2. That all changes are to take effect on the adoption date of this resolution.

SECTION 3. That a certified copy of this Resolution shall be filed in the Offices of the City Clerk, City Attorney, City Manager and City Controller and Fire Department.

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

ADOPTED this _____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

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

December 3, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: GENERAL SERVICES DEPARTMENT

SUBJECT: 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 VOLUNTEERS OF AMERICA FOR ADDITIONAL SPACE AT THE NEIGHBORHOOD CENTER - 600 NORTH ALAMEDA STREET

SUMMARY

The City Council will consider a request by the Volunteers of America ("Volunteers") to amend their existing three (3) year lease agreement with the City of Compton of City-owned property located at 600 North Alameda Street, Compton, to authorize the leasing of an additional 432 square feet of space in the building at the rental rate of One Dollar (\$1.00) per square foot from the current lease agreement for the remainder of the lease agreement term (i.e. June 30, 2020).

BACKGROUND

The City of Compton owns certain real property located at 600 North Alameda Street, Compton, commonly known as the "Neighborhood Center" facility. This property is used as a "shared occupancy" facility, offering indoor and outside space for leasing to outside agencies, organizations, and individuals. Current tenants at this location include the Volunteers of America and Shields for Families.

In November 2012, the City implemented a City-wide leasing policy which specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation by the tenant and that the standard leasing rate for indoor floor space in a City-owned facility shall be **at least One Dollar (\$1.00) per square foot**. Additionally, proposed lease agreements are to address the costs incurred by the City for utilities, maintenance, repairs, security, etc. At the Neighborhood Center location, staff has identified that cost to be ninety-seven cents (\$0.97) per square foot. Thus, the cost to the City will be recovered in a recommended minimal monthly rental rate based on a square footage charge of \$1.97 (i.e. \$1.00 per square foot base rental rate plus \$0.97 per square foot for utilities, maintenance, custodial and security).

**Staff Report – Resolution Authorize Amend 36 Month
Lease Agreement with Volunteers of America
Neighborhood Center Facility – 600 North Alameda
December 3, 2019 Page 2**

On June 20, 2017, the Council approved Resolution No. 24,590, which authorized the City Manager to enter into a thirty-six (36) month (i.e., July 1, 2017 through June 30, 2020) lease agreement with Volunteers for the exclusive use of approximately 2,979 square feet of indoor space located at the Neighborhood Center building at the monthly rental rate of One Dollar (\$1.00) per square foot - \$2,979.00 per month, with Volunteers responsible for providing the general upkeep, janitorial, custodial, minor repairs and security for their area. Volunteers utilizes this space for offices for their support services staff.

STATEMENT OF THE ISSUE

Volunteers of America is a non-profit human services organization with a broad scope of support and services for all regardless of race, gender, age or religious preference.

Volunteers desires to provide more storage space for their staff and has requested that the City consider their request to amend the current lease agreement to provide an additional 432 square feet of indoor space at the current rental rate of One Dollar (\$1.00) per square foot for the remainder of the lease term.

The current lease agreement provides Volunteers with the exclusive use of the following indoor spaces within the Neighborhood Center facility:

LOCATION	USE	SIZE	SQUARE FEET
Room 1	Office	11' x 24'	264 S.F.
Room 2	Office	10' x 12'	120 S.F.
Room 3	Office	6' x 24'	144 S.F.
Room 4	Office	10' x 11'	110 S.F.
Room 5	Office	17' x 31'	527 S.F.
Room 6	Office	17' x 25'	425 S.F.
Room 7	Office	17' x 28'	476 S.F.
Room 9	Office	17' x 21'	357 S.F.
Room 10	Office	17' x 23'	391 S.F.
Break Room		15' x 11'	165 S.F.

Total Current Exclusive Square Footage – 2,979 Square Feet

**Staff Report – Resolution Authorize Amend 36 Month
Lease Agreement with Volunteers of America
Neighborhood Center Facility – 600 North Alameda
December 3, 2019 Page 3**

LOCATION	USE	SIZE	SQUARE FEET	CHANGE
Room 1	Office	11' x 24'	264 S.F.	
Room 2	Office	10' x 12'	120 S.F.	
Room 3	Office	6' x 24'	144 S.F.	
Room 4	Office	10' x 11'	110 S.F.	
Room 5	Office	17' x 31'	527 S.F.	
Room 6	Office	17' x 25'	425 S.F.	
Room 7	Office	17' x 28'	476 S.F.	
Room 9	Office	17' x 21'	357 S.F.	
Room 10	Office	17' x 23'	391 S.F.	
Break Room		15' x 11'	165 S.F.	
Storage Room		16' x 27'	432 S.F.	ADD

Total Exclusive Square Footage after Lease Amendment – 3,411 Square Feet

FINANCIAL IMPACT

Approval of the amendment to the current lease agreement at the requested \$1.00 per square foot for occupation of approximately 3,411 square feet of indoor office space will total \$3,411.00 per month in rental fees for use of the City's facilities.

RECOMMENDATION

Staff has no objection to Volunteers' request to rent additional square footage. However, staff is not authorized to offer to lease City-owned property wherein the terms sought by the prospective Tenant may vary from the requirements of the City's Leasing Policy; that is, waiver of City costs for utilities, etc. Thus, staff makes no recommendation concerning this request. The decision is at the discretion of the City Council.

**VAN WILSON, DIRECTOR
GENERAL SERVICES 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 AMEND THE EXISTING LEASE
AGREEMENT BETWEEN THE CITY OF COMPTON AND VOLUNTEERS OF
AMERICA FOR ADDITIONAL SPACE AT THE NEIGHBORHOOD CENTER -
600 NORTH ALAMEDA STREET**

WHEREAS, the City of Compton owns certain real property located at 600 North Alameda Street, commonly known as the “Neighborhood Center” facility, which is used as a “shared occupancy” facility, offering indoor and outside space for leasing to outside agencies, organizations, and individuals; and

WHEREAS, in November 2012, the City implemented a City-wide leasing policy which specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the tenant and that the standard leasing rate for indoor floor space in a City-owned facility shall be *at least* One Dollar (\$1.00) *per square foot*; and

WHEREAS, additionally, proposed lease agreements are to address the costs incurred by the City for utilities, maintenance, repairs, security, etc. and at the Neighborhood Center location, staff has identified that cost to be ninety-seven cents (\$0.97) per square foot; thus, the cost to the City will be recovered in a recommended minimal monthly rental rate based on a square footage charge of \$1.97 for exclusive indoor spaces; and

WHEREAS, on June 20, 2017, the Council approved Resolution No. 24,590, which authorized the City Manager to enter into a thirty-six (36) month (July 1, 2017 through June 30, 2020) lease agreement with Volunteers of America (“Volunteers”) for the exclusive use of approximately 2,979 square feet of indoor space located at the Neighborhood Center building at the monthly rental rate of One Dollar (\$1.00) per square foot - \$2,979 per month, with Volunteers responsible for providing the general upkeep, janitorial, custodial, minor repairs and security for their areas, waiving the City’s cost recovery for shared utilities; and

WHEREAS, Volunteers desires to provide more space for its staff and has requested that the City consider its request to amend the existing three (3) year lease agreement with the City to authorize the leasing of an additional 432 square feet of space in the building at the rental rate of One Dollar (\$1.00) per square foot for the remainder of the lease agreement term.

**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 amend the existing three (3) year lease agreement between the City of Compton and Volunteers of America to authorize the leasing of an additional 432 square feet of indoor space in the building at the rental rate of One Dollar (\$1.00) per square foot for the remainder of the lease agreement term (July 1, 2017 through June 30, 2020).

Section 2. That leasing of the additional 432 square feet of indoor space at the Neighborhood Center facility by Volunteers of America is authorized to commence on December 1, 2019 and continue through June 30, 2020.

Section 3. That effective December 1, 2019, the monthly lease rate shall be Three Thousand Four Hundred Eleven Dollars (\$3,411.00) – i.e. One Dollar (\$1.00) per square foot for the total 3,411 square feet in the facility leased to Volunteers of America.

Section 4. That Account No. 1001-000-000-3420 has been established to receive all facility lease payments.

Section 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager (Security Division), City Clerk, City Controller, General Services and the City Attorney.

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

ADOPTED this ____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

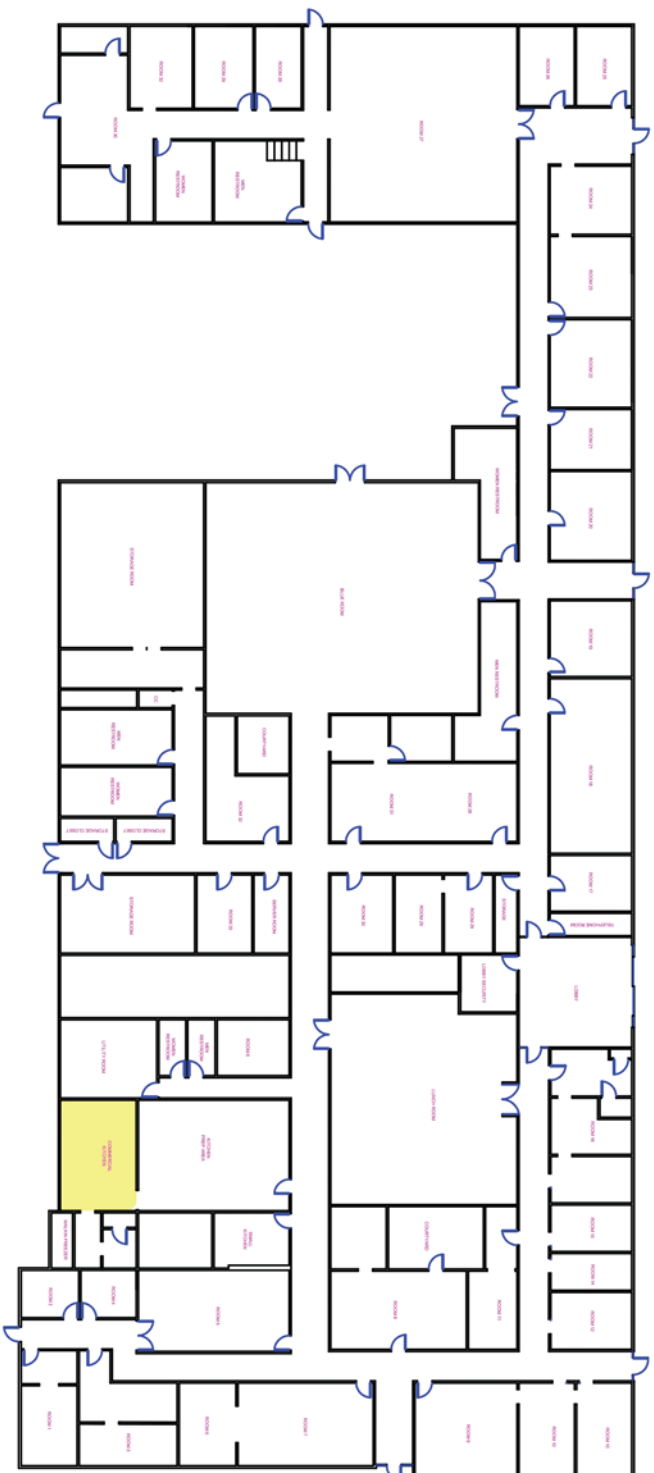
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

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



December 3, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO BLUE DIAMOND MATERIALS FOR PROVIDING ASPHALT TO BE USED FOR POTHOLE REPAIRS IN THE CITY (\$45,000.00)

SUMMARY

The adoption of this Resolution will authorize the City Manager to accept the bid of and issue a purchase order in the amount of Forty-Five Thousand Dollars (\$45,000.00) to Blue Diamond Materials for the furnishing of asphalt to be used for pothole repairs in the City.

BACKGROUND

In 2017, the City of Compton ("City") performed an update to the Pavement Management System, which identified approximately 125 miles of Fair to Very Poor condition categories of streets. These findings indicate that proper preventative maintenance is significantly overdue and presents safety and liability concerns to the City.

The Road Repair Service Project consists of providing pothole repair services citywide by contractors and the Public Works Department. The project will consist of pavement repairs such as pothole repairs on distressed areas. In order for the Public Works Department to provide this service, the purchase of asphalt is needed to repair the potholes.

STATEMENT OF THE ISSUE

The Public Works Department solicited quotes for the furnishing of asphalt for the 2019-2020 Fiscal Year. Quotes for asphalt were received from three (3) vendors as follows:

<u>VENDOR</u>	<u>BID AMOUNT</u>
All American Asphalt	\$86.00 per ton
Kelterite Corporation	\$99.10 per ton
Blue Diamond Materials	\$88.50 per ton

**Staff Report – Resolution Authorizing P.O.
To Blue Diamond Materials For
Purchase of Cold Mix Asphalt Supplies (\$45,000.00)
December 3, 2019, Page 2**

Staff reviewed all bids submitted and determined that the bid of Blue Diamond Materials was the lowest most responsible bidder. This vendor has been used by other City departments for the purchase of supplies during the current fiscal year.

Pursuant to Resolution No. 25,001, purchase orders for the same vendor for the acquisition of related goods or services occurring in the same fiscal year shall be treated as one combined purchase order for the purpose of determining if the \$25,000 maximum approval level of the City's Manager's expenditures has been met. Since the total amount of the purchase orders for this vendor has exceeded the City Manager's \$25,000 spending authority during the current fiscal year, City Council authorization for this purchase order is required.

ALTERNATIVE

None proposed.

FISCAL IMPACT

The funds for this expenditure are available in the Public Works Department's 2019-2020 Fiscal Year budget in Account No. 1520-720-0MR-4233.

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 ACCEPTING THE BID AND AUTHORIZING THE CITY
MANAGER TO ISSUE A PURCHASE ORDER TO BLUE
DIAMOND MATERIALS FOR PROVIDING ASPHALT TO BE
USED FOR POTHOLE REPAIRS IN THE CITY (\$45,000.00)**

WHEREAS, in 2017, the City of Compton ("City") performed an update to the Pavement Management System, which identified approximately 125 miles of Fair to Very Poor condition categories of streets. These findings indicate that proper preventative maintenance is significantly overdue and presents safety and liability concerns to the City; and

WHEREAS, the Road Repair Service Project consists of providing pothole repair services citywide by contractors and the Public Works Department. The project will consist of pavement repairs such as potholes on distressed areas. In order for the Public Works Department to provide this service, the purchase of asphalt is needed to repair the potholes; and

WHEREAS, the Public Works Department solicited quotes for the furnishing of asphalt for the 2019-2020 Fiscal Year. Quotes for asphalt were received from three (3) vendors as follows:

<u>VENDOR</u>	<u>BID AMOUNT</u>
All American Asphalt	\$86.00 per ton
Kelterite Corporation	\$99.10 per ton
Blue Diamond Materials	\$88.50 per ton

WHEREAS, staff reviewed all bids submitted and determined that the bid of Blue Diamond Materials was the lowest most responsible bidder. This vendor has been used by other City departments for the purchase of supplies during the current fiscal year; and

WHEREAS, pursuant to Resolution No. 25,001, purchase orders for the same vendor for the acquisition of related goods or services occurring in the same fiscal year shall be treated as one combined purchase order and not to exceed \$25,000. Since the total amount of the purchase orders for this vendor has exceeded the City Manager's \$25,000 spending authority during the current fiscal year, City Council authorization for this purchase order is required

WHEREAS, funds for this expenditure are available in the Fiscal Year 2019-2020 annual budget.

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

SECTION 1. That the bid for Blue Diamond Materials is hereby accepted and all other bids rejected.

SECTION 2. That a purchase order in the amount of \$45,000.00 is authorized to be issued.

SECTION 3. That funds are available in the Fiscal Year 2019-2020 Budget in Account No. 1520-720-OMR-4233 in the amount of Forty-Five Thousand Dollars (\$45,000.00).

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

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

ADOPTED this _____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON



Material Price Quotation

Blue Diamond Materials
135 S. State College Blvd.
Suite 400
Brea, CA 92821

Quote: MQ0001313_0
Quote Date: Aug 28, 2019

Bid Date: Aug 28, 2019

Once Accepted, Prices Good Through: Jun 30, 2020

Customer:

10065586 COMPTON CITY, STREET DEPT
ATTN: LISA SMITH 205 S WILLOWBROOK
COMPTON, CA 90220

Contact: Joanna Stewart
Phone: Not on File
Fax: Not on File

Project & Location:

FOB FROM INGLEWOOD PLANT 441 Railroad Pl Inglewood

COMPTON CA.
Compton CA 90221

Product	Plant	Product Description	U.S. Tons	Truck Type	Material Price	Freight Price	Price, Tax Inc.
300063	Inglewood	AC 3/4 MAX PG 64-10	250		68.00		\$74.97
300062	Inglewood	AC 1/2 MAX PG 64-10	250		68.00		\$74.97
300065	Inglewood	AC 3/8 MAX PG 64-10	250		69.00		\$76.07
300195	Inglewood	SCHOOL MIX PG 64-10	100		71.00		\$78.28
300141	Inglewood	EMULSION BUCKETS ss1h	20		52.00		\$57.33
300120	Inglewood	COLD MIX sc800	200		78.00		\$86.00
300064	Inglewood	AC 3/8 FINE pg 64-10	100		69.00		\$76.07

TRUCKING IS NOT INCLUDED IN THESE PRICES. FROM INGLEWOOD PLANT AT 441 Railroad Pl. Inglewood, CA 90301. // THESE PRICES ARE WITH YOUR OWN TRUCKING.

Seller may substitute Caltrans approved PG graded Liquid asphalt for all

Quotation is for Monday through Friday (non-holiday) normal daytime production hours unless otherwise noted.

Trucking supplied by Blue Diamond Materials. Increases in delivery charges will be paid by Purchaser.

Excess unloading or delay time will be charged at the applicable hourly rate.

A \$3.00 plus tax per load environmental fee will apply to asphalt purchases.

Payment due by the 10th day of month following month of delivery. All deliveries subject to credit approval.

Deliveries subject to availability. Every diligent effort will be made to accommodate customer schedules. Seller will not be liable and no compensation will be paid for any delay in delivery of materials for any reason.

Seller reserves the right to reprice material after expiration date.

To schedule delivery call 800-300-4240

Account Manager: Shon Esparza

Phone: 714-863-1953

Email: Shon.Esparza@Sully-Miller.com

Accepted: COMPTON CITY, STREET DEPT

By: _____

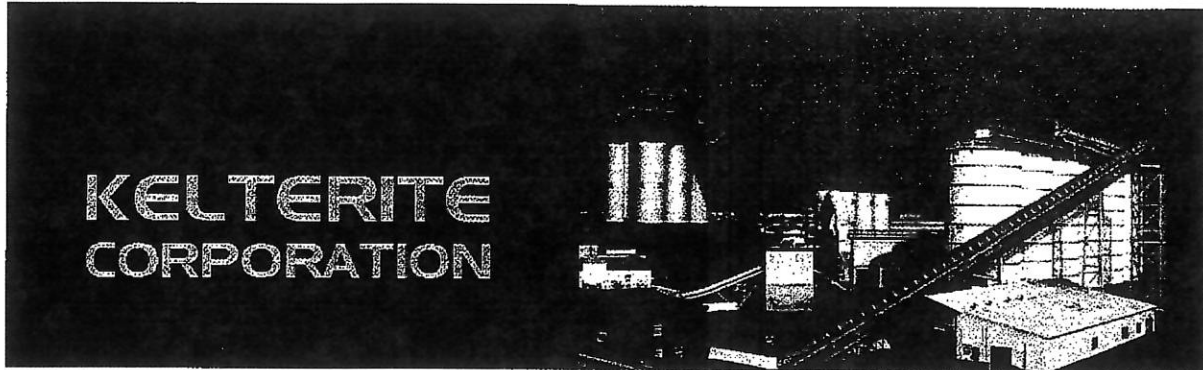
Date: _____

HOT MIX ASPHALT - SPECIALTY PAVING PRODUCTS



Call: (562) 401-0011
Environmentally Clean Asphalt

Home	Asphalt Prices	Forms	Location	Contact Us
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Kelterite Corporation, an asphalt producer in Downey, California, provides environmentally clean asphalt at competitive prices for your construction projects.

Asphalt Prices

Conventional Pq 64-10 Asphalt

Upon Availability FOB: \$71.00 per Ton tax Included

Also Available: Specialty Mixes (polymer, latex, W, X, Y, etc). Call for Quote and Order Minimums. (larger quantity orders may reduce pricing)

Cold Mix: FOB:\$99.10 per Ton (upon availability)

Tack Bulk: \$ 7.25 per Gallon plus tax

Tack: \$60.00 per 5-Gallon Bucket plus tax

Class II Aggregate Base: \$10.00 per Ton tax Included
 (15 Ton minimum)

Dump Prices

CLEAN ASPHALT DUMP

Prices will vary according to inventory onsite.

Clean asphalt grindings are accepted at:

Clean Broken A/C is accepted at:

Call for Volume Pricing.

\$ 95 per Load

\$285 per Load

ASPHALT DUMPS

RAP with Petromat - Loads Accepted by Prior Approval Only: \$415 per Load

Broken Asphalt with Petromat - Loads Accepted by Prior Approval Only: \$415 per Load

A/C Mixed Loads with base or concrete (no petromat or dirt): \$285 per Load

Dirty RAP or Dirty Broken AC: \$325 per Load

LOADS WITH DIRT OR RUBBER OR HAZARDOUS MATERIAL WILL BE REJECTED.



CLEAN CONCRETE DUMP

Semis : \$335 per Load

10 Wheelers: \$285 per Load

Bobtails: \$150 per Load

P/U Truck, Flatbed, or Trailer: \$100 per Load

LOADS WITH DIRT WILL BE REJECTED.

ANY METAL OR REBAR MUST BE CUT FLUSH TO THE CONCRETE.

SPECIALTY LOADS (Subject to Approval & Inspection at Added Charges)

Oversized Loads over 2'x3': Add \$100 per Load

Reinforced Loads: Add \$100 per Load

Oversized & Reinforced Loads: Add \$200 per Load

Mixed & Dirty (Accepted on Approval Only): Add \$100 per Load

Equipment Rental

Kelterite Corporation, an asphalt producer in Downey, California, not only provides asphalt for construction projects, but also supplies equipment rental for coldplaner and skid steer planers and rollers.

COLDPLANER RENTALS

(Roadtec planers: RX700E with 7' drum, RX700E with 8' drum)

\$2,950 First 4 hours (Move-In/ Move-out \$850);

4 Hour Minimum; \$600 per hour after 4 hr

Includes 1 Operator & 1 Ground Man

Excludes Haul of Material

PAVING MACHINE RENTAL

\$500 Move-in and Move-out

Rental \$175 per hour (4 Hour Minimum)

Laborer \$70 per hour

Operator \$80 per hour

ROLLER RENTAL

\$150 Roller Move-In and Move-out

\$350 per day

SKID STEER PLANER RENTAL (18" or 24" Planer or Sweeper Rental)

\$185 per hour (4 hour minimum) Includes operator

\$150 each Move-in and Move-out

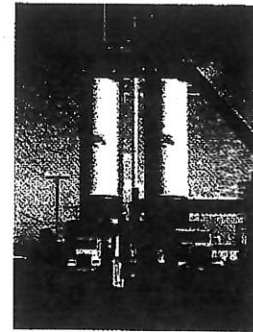
\$200 per hour after 4 hours

Excludes Haul of Material

*****All prices for Material, Dumps or Rentals are subject to availability and may change without notice (unless included on a valid and accepted purchase order).*****

Other Moves Quoted per Project

Contact us for your asphalt material as well as equipment rentals of coldplaners and skid steer planers.



[Home](#) | [Asphalt Prices](#) | [Forms](#) | [Location](#) | [Contact Us](#)

Kelterite Corporation
12231 Pangborn Avenue
Downey, CA 90241-5612

Toll Free: (888) 966-6224
Phone: (562) 401-0011

information@kelterite.com

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ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES
ENGINEERING – CONTRACTORS – ASPHALT PAVING
P.O. BOX 2229, CORONA, CA 92878-2229
STATE CONTRACTORS LICENSE #267073-A DIR #1000001051

Material Quote

CITY OF COMPTON 484
205 SO. WILLOWBROOK

COMPTON CA 90220

Date: 9/5/2019
Quote: 10000
Quoted To: JO
Quoted By: HALL, SANDRA

Thank you for the opportunity to quote the following material prices to the referenced location:

F.O.B. WESTMINSTER

WESTMINSTER

Product No.	Product Description	QTY		Price
1100	ASPHALT COURSE	100	TN	72.50
1200	ASPHALT FINE	100	TN	77.50
5860	CONST RUBBLE DUMP (BOBTL)	100	PL	175.00
5870	CONST RUBBLE DUMP (10 WL)	100	PL	175.00
5880	CONST RUBBLE DUMP (SEMI)	100	PL	175.00
5900	TACK (BUCKET)	100	EA	35.50
100440	BERM PG 70-10	100	TN	83.50
100610	COLD MIX SC-800	100	TN	88.50

General Conditions:

Price(s) expire(s) on '12/31/2019'

Purchase of material is based on availability only. No guarantee of supply or service is implied.

Asphalt material is quoted on end dumps.

Aggregate material is quoted on bottom dump trucking unless noted. Add \$.58 per ton for end dumps.

Prices exclude nighttime, weekend or holiday delivery unless noted.

Quoted Prices are valid with written Purchase Order by customer within 30 days of date quoted.

After 30 days, if no purchase order has been issued by customer,

Quotation is subject to review and revision.

Minimum Haul Rate Applies. Environmental fee is \$3.00 per load

Corona Asphalt Plant 951-736-7660 Riv. Co Map Page 743, H-6	Irwindale Asphalt Plant 626-357-0059 L.A. Co. Map Page 598, B-2	Westminster Asphalt Plant 714-638-3744 Or. Co. Map Page 827, G-2	Irvine Asphalt Plant 949-786-1290 Or. Co. Map Page 831, E-5	Perris Asphalt Plant 951-940-1906 Riv. Co. Map Page 747, F-7
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ALL AMERICAN ASPHALT DUMP SITE
951-736-3853
1776 All American Way
Corona, CA 92878

TELEPHONE: 951-736-7600 – FAX: 951-736-4671



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ALL AMERICAN AGGREGATES
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P.O. BOX 2229, CORONA, CA 92878-2229
STATE CONTRACTORS LICENSE #267073-A DIR #1000001051

Material Quote

CITY OF COMPTON 484
205 SO. WILLOWBROOK

COMPTON CA 90220

Date: 9/5/2019
Quote: 10000
Quoted To: JO
Quoted By: HALL, SANDRA

Thank you for the opportunity to quote the following material prices to the referenced location:

F.O.B. WESTMINSTER

WESTMINSTER

Product No.	Product Description	QTY		Price
100716	CLASS E (SCHOOL) PG 64-10	100	TN	83.50
100717	CLASS F (SHEET) PG 64-10	100	TN	83.50

General Conditions:

Price(s) expire(s) on '12/31/2019'

Purchase of material is based on availability only. No guarantee of supply or service is implied.

Asphalt material is quoted on end dumps.

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