REGULAR MEETING AGENDA
CITY COUNCIL OF THE CITY OF COMPTON

TUESDAY – FEBRUARY 9, 2021 5:30 P.M.
TELECONFERENCE MEETING AUTHORIZED BY STATE OF CALIFORNIA EXECUTIVE ORDERS N-25-20 AND N-29-20 VIA ZOOM COMMUNICATIONS

COVID-19 NOTICE

To protect public health and safety during the local, state, and federally declared COVID-19 emergency, the City Council Chamber is closed to the public. Consistent with State of California Executive Orders N-25-20 and N-29-20 and the Los Angeles County Health Officer's "Safer at Home Order for Control of COVID-19" the City Council will participate in the meeting through teleconference. Public participation in the meeting will be facilitated through the electronic methods as described below.

Agenda Materials:
The agenda and agenda packet related to items on this agenda are available for public inspection at www.comptoncity.org.

Public Observation and Participation:
Members of the public may provide public comments through the follow method:

Teleconference Participation: You may provide audio public comments by connecting to the teleconference meeting online or by telephone/mobile call (please select only one method). Public speakers will be queued to provide comments at the appropriate time on the agenda. You must be available to provide comments at the time you are called upon to speak. If you are not planning on providing public comments we encourage you to observe the meeting via livestream at www.comptoncity.org or on Government Channel 36 to allow staff to more effectively manage the number of teleconference connections.

Compton Zoom meeting online line:
https://us02web.zoom.us/j/82495322328?pwd=d0FZanM2YzdwNVF5WlE4UWNWYk15UT09

Compton Zoom meeting call-in telephone number:1-669-900-6833
Compton Zoom ID:824 9532 2328
Compton Zoom Passcode: 697428

Americans with Disabilities Act (ADA) Accommodations:

Any person with a disability who requires accommodation in order to participate in a meeting should contact of the Office of the City Clerk at (310) 605-5530 to request accommodation. The City will use its best efforts to provide reasonable accommodations related to the teleconference meeting.

Members of the public may observe this meeting via Channel 36 or via city website streaming services at www.comptoncity.org, and offer comments at this meeting via Zoom during the public comments portion of the meeting. If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the American with Disabilities Act ("ADA") please contact the City Clerk's Office at (310) 605-5530 or email contactcityclerk@comptoncity.org prior to the meeting for assistance.

(Zoom is only for Public Comments)

https://us02web.zoom.us/j/82495322328?pwd=d0FZanM2YzdwNVF5WlE4UWNWYk15UT09

Meeting ID: 824 9532 2328
Passcode: 697428
Call In: 1-669-900-6833

COMPTON CITY COUNCIL
AGENDA
02/09/2021
5:30 PM

OPENING

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.

APPROVAL OF MINUTES

1. JANUARY 19, 2021- STUDY SESSION
   JANUARY 22, 2021- SPECIAL

CITY MANAGER

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR THE MONACO GROUP FOR THE PRINTING AND MAILING OF THE CITY'S QUARTERLY NEWSLETTER ($49,653.76)

PUBLIC WORKS DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER TO THE SHERWIN WILLIAMS COMPANY FOR THE PURCHASE OF PAINT AND PAINT SUPPLIES FOR CITYWIDE GRAFFITI ABATEMENT ($25,000)

RISK MANAGEMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR ALLIANT INSURANCE SERVICES, INC. FOR PROVISION OF RISK CONTROL CONSULTING SERVICES ($20,000)

WATER DEPARTMENT

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR SA ASSOCIATES FOR THE PREPARATION OF THE 2020 URBAN WATER MANAGEMENT PLAN UPDATE ($39,000)

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF DUTHIE POWER SERVICES AND ISSUE A PURCHASE ORDER FOR THE SUPPLY AND DELIVERY OF TWO PORTABLE TRAILER-MOUNTED TOWABLE DIESEL GENERATORS ($260,213.68)

REGULAR AGENDA

CITY MANAGER'S REPORT

7. ORAL REPORT - WATER DEPARTMENT PRESENTATION

8. EMPLOYEE RECOGNITIONS: Patricia Maloney and Lupe Montalvo

9. A REQUEST OF THE COMPTON CHAMBER OF COMMERCE TO HOST A CANDIDATE'S FORUM FOR THE 2021 COMPTON ELECTIONS IN THE COUNCIL CHAMBERS IN ACCORDANCE WITH THE CDC GUIDELINES (ACTION ITEM)

UNFINISHED BUSINESS

10. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER VI OF THE COMPTON MUNICIPAL CODE BY ADDING SECTION 6-24 (CAMPAIGN CONTRIBUTION LIMITS) (Second Reading)

NEW BUSINESS

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND PITNEY BOWES PRESORT SERVICES LLC FOR USE OF VACANT PROPERTY FOR EMPLOYEE PARKING

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWO (2) YEAR AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO THE CITY OF SOUTH GATE FOR THE LEASE OF CENTRAL BASIN GROUNDWATER PUMPING RIGHTS FOR FISCAL YEARS 2021-2022 AND 2022-2023 ($342,000)

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO ACTION CLEANUP ENVIRONMENTAL SERVICES, INC. FOR REMOVAL OF FIRE DEBRIS UNDER THE ARTESIA BRIDGE ($37,250)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 2/16/2021 @ 5:30 PM

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

JANUARY 19, 2021

The Compton City Council Meeting was called to order at 5:44 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The City Council Members participated in the meeting via Zoom Teleconference.

ROLL CALL

Council Members Present – Chambers, Galvan, McCoy, Sharif, Brown
Council Members Absent – None

Other Officials Present: D. Brown, A. Godwin, D. Sanders, M. Antwine

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PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray – requested that the City Council meeting be adjourned in memory of the 400,000 loved ones that we have lost to the coronavirus, including the 139 residents from Compton. Mr. Ray indicated that the City's convenience stores that sell alcohol are required to have uniformed security personnel on guard and not display advertisement covering their windows, and urged the City to enforce the guidelines governing these establishments. Mr. Ray concluded by encouraging the Council to make plans to distribute the coronavirus vaccine to Compton residents in addition to testing for the virus.

REGULAR AGENDA

CITY MANAGER'S REPORT

1. POWER POINT PRESENTATION - PROJECT HOME KEY AND PROJECT ROOM KEY - Elizabeth Ben-Ishai, Ph.D. (Principal Analyst), Los Angeles County Chief Executive Office

Elizabeth Ben-Ishai, L. A. County Homeless Initiative, explained the various initiatives to assist the homeless indicating that many unsheltered individuals have already been helped through a major expansion of outreach, emergency shelter, rapid rehousing, and permanent supportive housing.

This is a community-wide undertaking made possible only through sustained collaboration among dedicated service providers, civic leaders, labor, faith-based institutions and community coalitions who share the mission to prevent and combat homelessness in L.A. County.

Project Roomkey - In response to the Covid-19 pandemic, the County partnered with the State on "Project Roomkey" (PRK). Through this partnership, the County entered into agreements with hotels/motels to secure beds for people experiencing homelessness who are asymptomatic but are highly vulnerable to complications if they become infected with Covid-19.

Project Homekey - Building on the success of Project Roomkey, in July 2020, the State of California announced that it would make available $550M for local jurisdictions to acquire hotels and other buildings to use as interim or permanent housing for individuals who are affected by Covid-19. The County submitted applications for multiple properties throughout the County. After going through the State's review process, funding was reserved for the County to acquire 10 motels, 9 of which will be used initially as interim housing sites and ultimately be converted to Permanent Supportive Housing (PSH). One site will be used immediately as PSH.

Councilmember Sharif questioned whether any individuals from the City of Compton are under consideration for the programs.

Ms. Ben-Ishai replied that the organization has a policy of prioritizing local residents. Anyone that was experiencing homeless has first priority, but they must be assessed and determined to be eligible for the various programs.

Councilmember Chambers questioned how the participants are selected.

Ms. Ben-Ishai explained that the Home Key is a coordinated entry system which is a process for matching clients with available resources. Clients are referred by outreach services or different service providers through the County, adding that the Travel Plaza Inn is currently serving families in Compton.

Councilmember McCoy requested the availability in order to refer individuals to the program.

Mayor Brown indicated that the City is very concerned about the unsheltered, especially the children and families impacted by Covid-19. Mayor Brown requested a complete inventory of program participants and the methodology and criteria used for the selection and housing assignment process. Mayor Brown emphasized that Compton citizen must be prioritized for service.

2. POWER POINT PRESENTATION - SR-91 CENTRAL AVENUE TO ACACIA COURT IMPROVEMENT PROJECT (COMPLETE STREETS PROGRAM) -Julio Perucho (Project Manager), LA Metro

Assistant City Manager Michael Antwine commented that Staff has been engaged with L.A. Metro to bring a proposal to the Council and community with improvements to mitigate some of the traffic along the 91 freeway.

Mr. Carlos Montes, (Project Manager) and Heather Anderson (Consulting Project Manager) explained that the project is in collaboration with Cal Trans and COAG to develop the program.

ORAL PRESENTATION - Dan Garcia PE, REA, CPP and Ruth Smith, TE, PTP - Interwest Engineering Company (Traffic Engineer) - Various Projects

Mr. Carlos Montes, Heather Anderson, Nicole Jules and Paul Junker provided an informational update stating that Interwest performed a full traffic report and evaluation in an effort to provide safe and efficient solutions that aid in the movement of pedestrians, cycling, and vehicle traffic throughout the community. There was discussion regarding the traffic and travel concerns of the residents in the City of Compton.

Nicole Jules presented the draft policies drafted for speed humps and stop sign installation policies and establish a set of guidelines that can be utilized by Staff and the public when requests are made for speed humps and stop signs.

RE-NAMING WILMINGTON AFTER PRESIDENT BARACK OBAMA BOULEVARD

Mr. Paul Junker offered a presentation regarding the street re-naming and suggested that the City develop a policy for the re-naming of streets, highways, boulevards, etc. for future use. Mr. Junker indicated that the procedure involves notifying every stakeholder involved to provide input relative to the name change such as business and property owners and residents, possibly other surrounding cities, utility companies, postal service and other entities.

Mayor Brown suggested that the Council consider naming a commission to study the complete impact of the re-naming of Wilmington Avenue, given that Wilmington Avenue is a State Highway.

3. ORAL REPORT - COMPTON SQUARE SHOPPING CENTER

Mr. Tony Ward provided an update on the City's activities as it relates to the Compton Square Shopping Center on Central and Alondra. Mr. Ward indicated that there have been 18 calls for service by the Compton Sheriffs at the location and further indicated that there had been security

personnel stationed at the site up until approximately four months ago. Currently, routine security personnel monitor the location four times per day. The site has daily trash pickups, and a power washing is performed at the location once a month, and further added that the property managers are in the midst of updating the location's lighting system.

Mr. Ward noted that the property management company is very receptive to working with the City to improve conditions at the location and will also install improved alternative landscaping for the site.

Mayor Brown suggested that the Council consider creating a Code Enforcement Commission to institute a formalized way to address this issue, while collaboratively focusing on code enforcement issues.

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABISH A PURCHASE ORDER FOR SA ASSOCIATES FOR THE PREPARATION OF THE 2020 URBAN WATER MANAGEMENT PLAN UPDATE ($39,000).

Assistant City Manager Michael Antwine explained that the adoption of the proposed resolution will authorize the City Manager to accept the proposal of, enter into a professional services agreement with and establish a purchase order in the amount of Thirty-Nine Thousand Dollars ($39,000.00) for SA Associates for preparation of the 2020 Urban Water Management Plan update.

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING THE BREATHE ACT PRESENTED BY THE ELECTORIAL JUSTICE PROTECT OF THE MOVEMENT FOR BLACK LIVES

Assistant City Manager Michael Antwine indicated that Black and Brown people and allies nationwide are demanding a new approach to community safety that divests from policing and invests in healthy, sustainable communities. The Movement for Black Lives has articulated a vision to achieve this goal, including policies that would ensure safety, equality, and justice for all people who have been denied these human rights for far too long. The Electoral Justice Project of Movement for Black Lives has presented a federal BREATHE Act that would begin to realize this vision, allowing all people including our Black, Brown, disabled, undocumented, LGBT, and Indigenous communities to be represented, free, and thriving.

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF SA ASSOCIATES, AND AUTHORIZING THE CITY MANAGER
7.

Assistant City Manager Michael Antwine provided a report which states that the City of Compton's water system serves approximately eighty percent of the land within City limits. The remaining twenty percent is served by private water companies. Currently, the City's water sources include imported water and groundwater.

The City operates and maintains a total of eight active wells for extracting groundwater, 156 miles of water distribution lines and two reservoir locations (including booster stations) with four 3 million gallons elevated storage tanks. Additionally, the City has three treated water interconnections with the Metropolitan Water District (MWD).

As mandated by the California Urban Water Management Planning Act (UWMP), every urban water supplier providing water for municipal purposes to more than 3,000 customers, or supplying more than 3,000 acre-feet ("AF") of water annually, is required to prepare and adopt an UWMP containing prescribed requirements. The Plan must be periodically reviewed at least once every five (5) years.

The Compton Municipal Water Department is an urban water supplier, and as such is required to comply with the UWMP, its subsequent amendments and the Water Conservation Act of 2009.

Department Staff has determined that reparation of the 2020 Urban Water Management Plan update requires the assistance and services of a qualified and experienced engineering firm; thus, on September 23, 2020 a Request for Proposals (RFP) was advertised soliciting proposals from twelve engineering firms experienced in this type of engagement. On October 29, 2020, proposals were received from four firms.

Based on the proposal presented by SA Associates, staff determined that they possess the qualities, training, experience and expertise to provide the services sought by the City for this project at a reasonable cost and recommend contracting with their firm.

Adoption of this resolution will authorize the City Manager to accept the proposal of, enter into a professional services agreement with and establish a purchase order in the amount of Thirty-Nine Thousand Dollars ($39,000.00) for SA Associates for preparation of the 2020 Urban Water Management Plan update.

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING POLICIES AND PROCEDURES FOR THE INSTALLATION OF STOP SIGNS IN THE CITY OF COMPTON

Assistant City Manager Michael Antwine reported that **'**Stop' signs are used to establish right-of-way at an intersection, thereby, reducing delays and decreasing collisions. The installation of stop signs or other traffic control devices must be based upon a documented need for vehicle control. Documenting the need for stop sign installation shall incorporate the warrants established by the State of California in the California Manual on Uniform Traffic Control Devices (MUTCD) and the criteria set forth in the policy.

The proposed resolution will adopt the policies and procedures for the installation of Stop Signs in the City of Compton.

Mayor Brown highlighted that 'Stop' signs are not effective methods of speed control and further requested that the Council be presented with a range of costs for the various types of traffic calming methods.

Councilmember Chambers suggested that the City look into securing grants targeted for underserved communities to provide resources for traffic studies and other programs.

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING POLICIES AND PROCEDURES FOR THE INSTALLATION OF SPEED HUMPS IN THE CITY OF COMPTON

Assistant City Manager Michael Antwine reported that speeding on residential streets is a common occurrence throughout the City. Speed humps have been shown to be an appropriate mechanism for reducing speeds on certain streets when properly installed under the right circumstances.

The City Council established policies and procedures for the installation of speed humps for the City of Compton. The purpose of this policy was to set forth a process for the implementation of speed humps, the procedure for their evaluation, and an analysis for installation.

In October 2020, the City requested a proposal from interest to develop policies and conduct traffic studies for the installation of speed humps on specified streets in the City. The proposed resolution details a draft Speed Hump Policy and Procedures for the Council's consideration.

There was discussion among the Councilmembers regarding the use of various devices to deter speeding in the City of Compton.

COUNCIL COMMENTS

Councilmember Chambers offered the following communications/announcements:

- Thanked all the community partners who have provided food supplies and other essential services to the Compton community. Ms. Chambers also urged the community not to host large gatherings to stop the spread of the coronavirus.

- Congratulated Tony Filer on passing the State Bar and becoming one more attorney in the Filer family.

- Announced that Bishop Noel Jones will be hosting a webinar explaining the new laws relating to property ownership and the exemptions which may be utilized upon death of property owners scheduled for February 4, 2021.

- Requested that the meeting be adjourned in memory of **Barbara Young** and the wife of **Pastor Luther Keith.**

Councilmember McCoy offered the following communications/announcements:

- Requested that the City replace the faded street sign on Tichenor and Hillford as well as the 'No Parking' street sign on the 500 block of West Cypress.

- Reminded the community that Burrell MacDonald Park is a covid-19 testing location ---the hours of operation are 9:00 a.m. to 7:00 p.m., 7 days a week—register at: cacovidtesting.com or call: 562-424-0038.

- Requested that the meeting be adjourned in memory of **Evelyn Dickerson** and **Laverne Hardwick**.

Councilmember Sharif offered the following communications/announcements:

- Invited the community to attend the District 4 Virtual Business Roundtable scheduled for Thursday, January 28, 2021 from 9:00 a.m. to 11:00 a.m.

- Announced that individuals 65 years and over are now eligible to receive the vaccine to fight against the coronavirus and urged residents to make appointments to receive the vaccinations.

- Requested that the meeting be adjourned in memory of **Father Francisco Valdovinos.**

Mayor Brown offered the following communications/announcements:

- **Mayor Brown** reminded the residents that all public and private gatherings are prohibited, and residents are strongly encouraged to only leave home to perform essential activities. All residents must wear nose and mouth coverings whenever they leave their homes, practice social distancing, and perform frequent handwashing to combat the spread of the coronavirus. As of January 19, 2020, there are 14,000 confirmed cases of the virus in Compton with 139 covid-19 related fatalities. Free testing for covid-19 is currently available at Gonzales Park, 1101 W. Cressey Street, Compton. The hours of operation are Sunday thru Thursday from 8:00 a.m. until 8:00 p. m. Appointments can be scheduled by visiting: LHI.CARE/COVIDTESTING, or by calling: (888) 634-1123. Mayor Brown encouraged residents to visit the City's website at: www.comptoncity.org to access the Resource Guide for assistance.

- **Mayor Brown** offered her sincere condolences to the family of Father Francisco who will be missed by the entire Compton community for his love and compassion for everyone. Father Francisco had a heart of gold and strived to uplift and improve the lives of everyone. Mayor Brown expressed fond memories of how much Father Francisco loved to sing and spread joy and harmony among all races and ethnicities in Compton.

- **Mayor Brown** expressed her sadness and dismay at the alarming increase in crime resulting from the pressures of the pandemic, systematic and structural racism and injustice and inequities affecting our City and Nation. Mayor Brown urged the residents to reach out and band together to discourage and deter individuals from inflicting violence upon one another.

- **Mayor Brown** congratulated President Joseph R. Biden and Vice President Kamala Harris on their inauguration and offered that she is looking forward to this dynamic team working together and focusing on improving every aspect of the health, safety and overall well-being of our Nation, while restoring dignity, honesty and respect for every individual.

City Attorney Damon Brown requested that the meeting be adjourned in memory of **Jerry Warren** and **Andrew Summerfield.**

ADJOURNMENT

On motion by Sharif, seconded by McCoy, the meeting was adjourned in memory of **Laverne Hardwick, Evelyn Dickerson, Barbara Young, Luther Keith, Jerry Warren and Andrew Summerfield and Father Francisco Valdovinos** at 9:03 p.m. by the following vote on roll call:

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

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

JANUARY 22, 2021

The Special Closed Session Compton City Council Meeting was called to order at 10:00 a.m. by Mayor Aja Brown. The Council Members participated in the meeting via Zoom Teleconference.

ROLL CALL

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

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

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CLOSED SESSION AGENDA ITEM

1. PUBLIC EMPLOYMENT
   Title: City Controller
   Pursuant to California Government Code Section 54957

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEM

There were no public comments.

City Attorney Damon Brown requested a closed session to discuss public employment: Title – City Controller, pursuant to California Government Code Section 54957.

On motion by McCoy, seconded by Galvan, the City Council voted to recess to closed session at 10:02 a.m. by the following vote on roll call:

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

RECONVENE TO OPEN SESSION

On motion by Sharif, seconded by McCoy, the City Council reconvened at 1:30 p.m. by the following vote on roll call:

Councilmembers Present: McCoy, Sharif, Brown
Councilmembers Absent: Chambers, Galvan

REPORT OUT OF CLOSED SESSION

City Attorney Damon Brown announced that **Sharon Rahban Navizadeh** was appointed to the position of **City Controller** during the closed session. The roll call vote during closed session is as follows:

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

ADJOURNMENT

On motion by McCoy, seconded by Sharif, the meeting was adjourned at 1:32 p.m. by the following vote on roll call:

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

_____ _____

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

February 9, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR THE MONACO GROUP FOR PRINTING AND MAILING THE CITY'S QUARTERLY NEWSLETTER ($49,653.76)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a contract with the Monaco Group for provision of printing and mailing services for the City of Compton's quarterly newsletter and establish a purchase order in the amount of Forty Nine Thousand Six Hundred Fifty Three Dollars and Seventy-Six Cents ($49,653.76).

BACKGROUND:

Many municipalities have launched publications such as a newsletter to convey information to their residents. After reviewing and assessing the various ways information is communicated to Compton residents, staff believes publishing and distributing a City Newsletter will be an efficient and effective way to provide news and information to the citizens of this City.

The purpose of the City Newsletter will be to inform, announce, promote and to improve the image of City of Compton. The newsletter will have a distinctive and unique design that will include factual articles of the City's economic development, community events and awareness, public safety, neighborhood services and a message from the City Manager.

STATEMENT OF ISSUE

Staff solicited proposals/bids from the following vendors to provide printing and mailing of the Compton Newsletter on a quarterly basis:

Vendors	Cost*
The Monaco Group	$12,151.39
Seda's Printing & Direct Mailing	$14,464.95
Southern California Graphics Corp	$14,617.16

***Price reflected is for one (1) quarter newsletter**

Staff reviewed the proposals/bids submitted and determined that the proposal submitted by the Monaco Group to be responsive to the services sought by the City at a reasonable price and thus recommend that the Council approve awarding a contract to this vendor.

The Monaco Group has printed and mailed the last two (2) quarterly Compton Newsletters and the City would like to continue to utilize the professional and efficient services offered by this vendor. The printing will be high quality and the quarterly newsletter will be mailed to every household in the City.

The Monaco Group will provide printing and mailing services for the following quarters:

1. **2021 Spring Magazine (Newsletter)** **$12,151.39**
   Print Quantity: 20,000
   Mail Quantity: 18,591
2. **2021 Summer Magazine (Newsletter)** **$12,500.79**
   Print Quantity: 20,000
   Mail Quantity: 18,591
3. **2021 Fall Magazine (Newsletter)** **$12,500.79**
   Print Quantity: 20,000
   Mail Quantity: 18,591
4. **2021 Winter Magazine (Newsletter)** **$12,500.79**

FINANCIAL IMPACT

Funds for this expenditure are available in the Fiscal Year 2020-2021 Adopted Budget in the City Manager's Office in Account No. 1004-610-000-4217 in the amount of $24,652.18 and funds for Fiscal Year 2021-2022 will not exceed $25,001.58 to be appropriated in that fiscal year.

RECOMMENDATION

Staff recommends adoption of 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 CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR THE MONACO GROUP FOR PRINTING AND MAILING THE CITY'S QUARTERLY NEWSLETTER ($49,653.76)

WHEREAS, many municipalities have launched publications such as a newsletter to convey information to their residents and after reviewing and assessing the various ways information is communicated to Compton residents, staff believes publishing and distributing a City Newsletter will be an efficient and effective way to provide news and information to the citizens of this City; and

WHEREAS, the purpose of the City Newsletter will be to inform, announce, promote and to improve the image of City of Compton. The newsletter will have a distinctive and unique design that will include factual articles of the City's economic development, community events and awareness, public safety, neighborhood services and a message from the City Manager; and

WHEREAS, staff solicited proposals/bids from the following vendors to provide printing and mailing of the Compton Newsletter on a quarterly basis:

Vendors	**Cost**
The Monaco Group	$12,151.39
Seda's Printing & Direct Mailing	$14,464.95
Southern California Graphics Corp	$14,617.16

WHEREAS, staff reviewed the proposals/bids submitted and determined that the proposal submitted by the Monaco Group to be responsive to the services sought by the City at a reasonable price and thus recommend that the Council approve awarding a contract to this vendor; and

WHEREAS, funds are available in the Fiscal Year 2020-2021 Adopted Budget in Account No. 1004-610-000-4217 in the amount of $24,652.18 and the expenditures for Fiscal Year 2021-2022 will not exceed $25,004.58 to be appropriate during that fiscal year.

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

SECTION 1. That the proposal/bid submitted by the Monaco Group is hereby accepted and all other proposals/bids are rejected.

SECTION 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a contract with the Monaco Group for the provision of printing and mailing of the quarterly Compton Newsletter for the quarters of: 2021 Spring, 2021 Summer, 2021 Fall and 2021 Winter, at a cost of Forty Nine Thousand Six Hundred Fifty Three Dollars and Seventy-Six Cents ($49,653.76).

SECTION 3. That funds for this expenditure are available in the Fiscal Year 2020-2021 Adopted Budget in Account No. 1004-610-000-4217 in the amount of $24,652,18 and funds for Fiscal Year 2021-2022 will be appropriated during that fiscal year in the amount not to exceed of $25,004.58.

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

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

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2021.

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

The Monaco Group
Printing & Mailing

January 18, 2021

To: Mario Hernandez
From: Vince Monaco
Re: 2021 City of Compton Magazine Prices

The prices below for The City of Compton's Quarterly Magazine are based on the following Speciation's: *Printing 12 page 8.5 x 11 Quarterly self-cover magazine, 4 color process on 100# Gloss book, saddle –stitched the 11" way. Reformat and postal qualify mail file, address magazines, sort, verify & deliver to Post Office*

2021 Spring Magazine:

Print Quantity: @ 20,000	@ $ 7,490.00	($ 374.50/m)
Mail Quantity @ 18,591	@ $ 875.00 *(min)*	($ 47.00/m)
Verify & deliver to Post Office	@ $ 150.00 *(per trip)*	
** Estimated Production Total	@ $ 8,515.00	
*** Estimated Postage	@ $ 3,636.39	($ .1956/pc.)
**** Estimated Project Total	@ $ 12,151.39	

2021 Summer Magazine:

Print Quantity: @ 20,000	@ $ 7,714.00	($ 385.70/m)
Mail Quantity @ 18,591	@ $ 900.00 *(min)*	($ 48.25/m)
Verify & deliver to Post Office	@ $ 150.00 *(per trip)*	
** Estimated Production Total	@ $ 8,764.00	
*** Estimated Postage	@ $ 3,736.79	($ .201/pc.)
**** Estimated Project Total	@ $ 12,500.79	

2021 Fall Magazine:

Print Quantity: @ 20,000	@ $ 7,714.00	($ 385.70/m)
Mail Quantity @ 18,591	@ $ 900.00 *(min)*	($ 48.25/m)
Verify & deliver to Post Office	@ $ 150.00 *(per trip)*	
** Estimated Production Total	@ $ 8,764.00	
*** Estimated Postage	@ $ 3,736.79	($ .201/pc.)
**** Estimated Project Total	@ $ 12,500.79	

2021 Winter Magazine:

Print Quantity: @ 20,000	@ $ 7,714.00	($ 385.70/m)
Mail Quantity @ 18,591	@ $ 900.00 *(min)*	($ 48.25/m)
Verify & deliver to Post Office	@ $ 150.00 *(per trip)*	
** Estimated Production Total	@ $ 8,764.00	
*** Estimated Postage	@ $ 3,736.79	($ .201/pc.)
**** Estimated Project Total	@ $ 12,500.79	

Prices are based on Specifications listed above. Art & data provided with proofs via PDF. Prices for Postage and production are based on present prices as well as estimated price increases expected over the course of the year in Postage as well as paper pricing and may fluctuate. Thank you for the opportunity to submit the prices above and for the opportunity to be a part of The City of Compton's team. Please feel free to contact me at any time should you have any questions or need my assistance in anyway.

The Monaco Group 1011 South Linwood Avenue • Santa Ana, CA 92705
Tel (714) 505-5180 • Fax (714) 505-5187
www.monacogroup.com • e-mail vmonaco@monacogroup.com

SEDA'S PRINTING & DIRECT MAILING

Estimate 20 0171
November 16, 2020

5335 Santa Monica Blvd. | Los Angeles, CA 90029
323.469.1034 | Fax: 323.469.1109 | info@sedasprinting.com | www.sedasprinting.com

Alma N. Maldonado
Elevate Public Affairs
alma@elevatepublicaffairs.com, 3238042561

Description	Units	Cost Per @		Amount
Booklet Printing	23,500	0.28	$	6,580.00
12 pager, 8.5x11", 4/4 , self-cover				
saddled stitched on the 11"				
MAILING				
Report ***(one zip code, each additional is $35 extra)***	1	85.00	$	85.00
bundeling, sacking, traying	235	2.00	$	470.00
USPS drop off	1	200.00	$	200.00
ESTIMATED POSTAGE	23,500	0.25	$	5,875.00
5-7 business days printing + 1-2 for mailing.		Subtotal	$	13,210.00
		Tax Rate		9.50%
		Sales Tax		1,254.95
		BALANCE	$	**14,464.95**

Southern California Graphics Corp
8432 Steller Drive
Culver City, CA 90232
billing@socalgraph.com

Estimate

ADDRESS
Alma Maldonado
Elevate

ESTIMATE 50095_1
DATE 11/20/2020

SALES REP
Chris Toomey

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Offset Printing	Magazine 12 page self cover, 8.5x11	23,500	0.5333021	12,532.60
Material	80.0 lb Pacesetter Gloss Cover			
Print	4/4 (double-sided) printed litho with gloss AQ coating			
Proof	PDF Proof + Hardcopy Proof (up to 1 edit or change)			
SHIPPING	2 Local Proof Deliveries.			
Prepress	Print Assembly 1st Round, Impo Proof, Plating			
Saddle Stitch	Folding, Saddle Stitch & Rollum Score			
Trim	Final Trim Cut To Size			
SHIPPING	Delivery to Paramout Post Office			
	Additional Services			
Mailing	NCOA/CASS/Dedupe Mailstream sort for best STD Automation Mail rates, Inkjet Address/IMB 12pg self-cover, 8.5x11, saddle stitch on 80# Gloss cover (indicia printed on mailer) sort tie palletize.	1	2,084.56	2,084.56
	Payment Terms & Production			
Payment Terms	50% deposit due for the project to commence. 50% due PRIOR to final delivery or customer pickup.			

Payment terms

TOTAL **$14,617.16**

A 50% deposit is due for the project to commence.
50% due PRIOR to final delivery or customer pick up

Estimate is valid for 15 business days.

February 9, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: PUBLIC WORKS – STREET MAINTENANCE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER TO THE SHERWIN WILLIAMS COMPANY FOR THE PURCHASE OF PAINT AND PAINT SUPPLIES FOR CITYWIDE GRAFFITI ABATEMENT ($25,000)

SUMMARY

This resolution will authorize the City Manager to establish a purchase order in the amount of Twenty Five Thousand Dollars ($25,000.00) for the purchase of paint and paint supplies for Citywide graffiti abatement from the Sherwin Williams Company.

BACKGROUND

The City of Compton values the quality of life for our community and recognizes that the spread of graffiti as a challenge to that goal. The City's Public Works – Street Maintenance Department ("Department") is responsible for managing the graffiti abatement program. The program removes graffiti from public property as quickly as possible in order to improve the City's appearance and discourage future graffiti. The Department receives hundreds of service requests per month to remove graffiti from buildings, alleys, and other surfaces. The Department's goal is to remove graffiti within 1 business day.

STATEMENT OF THE ISSUE

The Department has two (2) employees assigned to the daily removal of graffiti. The Department is responsible for maintaining a supply of paint to be used for the graffiti removal program. The Department solicited quotes for water-based paint from three (3) reputable paint companies. The responses are listed below:

Vendor	Price per 5 Gallon
Sherwin Williams Company	$20.12
Dunn-Edwards Paints	$32.00
Acrylatex	Non-Responsive*

*This vendor's bid proposal was are latex paint. Graffiti removal requires water-based paints.

Sherwin Williams Company was the lowest bidder and has provided products to the City in prior years that are compatible with the Department's paint sprayers used for Citywide graffiti abatement. The Department attempted to utilize other vendors that supply paint, but have found the paint either does not cover the graffiti or clogs the paint sprayers. The bid of $20.12 per 5-gallon container is reasonable for water-based paint for the graffiti abatement program.

Pursuant to Resolution No. 25,001, adopted by the City Council on April 23, 2019, the City Manager is authorized to expend up to $25,000.00 to any one single vendor in a fiscal year; however, the City has reached the threshold for Sherwin Williams Company for Fiscal Year 2020-2021 and City Council's approval is required for this item.

FISCAL IMPACT

Funds in the amount of $25,000.00 (Twenty-Five thousand Dollars) are allocated in the Department's Fiscal Year 2020-2021 Budget for the purchase of paint and paint supplies in Account Number 2300-720-000-4237 (State Gas Tax Fund).

RECOMMENDATION

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

DAMION TIMMONS, STREET SUPERINTENDENT
PUBLIC WORKS – STREET MAINTENANCE 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 ESTABLISH A PURCHASE ORDER TO THE SHERWIN WILLIAMS COMPANY FOR THE PURCHASE OF PAINT AND PAINT SUPPLIES FOR CITYWIDE GRAFFITI ABATEMENT ($25,000)

WHEREAS, the City of Compton values the quality of life for our community and recognizes that the spread of graffiti as a challenge to that goal; and

WHEREAS. the City's Public Works – Street Maintenance Department ("Department") is responsible for managing the graffiti abatement program and receives hundreds of service requests per month to remove graffiti from buildings, alleys, and other surfaces. The Department's goal is to remove graffiti within 1 business day.

WHEREAS, the Department has two (2) employees assigned to the daily removal of graffiti and is responsible for maintaining a supply of paint to be used for the graffiti removal program; and

WHEREAS, the Department solicited quotes for water-based paint from three (3) reputable paint companies and received responses as follows:

Vendor	**Price per 5 Gallon**
Sherwin Williams Company	$20.12
Dunn-Edwards Paints	$32.00
Acrylatex	Non-Responsive

WHEREAS, Sherwin Williams Company was the lowest bidder and has provided products to the City in prior years that are compatible with the Department's paint sprayers used for Citywide graffiti abatement; and

WHEREAS, funds for this expenditure are allocated in the Department's Fiscal Year 2020-2021 Budget.

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

Section 1. That the bid of the Sherwin Williams Company is hereby accepted and all other bids are rejected.

Section 2. That the City Manager is hereby authorized to establish a purchase order in the amount of $25,000.00 (Twenty-Five thousand Dollars) to the Sherwin Williams Company for the purchase of paint and paint supplies for Citywide graffiti abatement.

Section 3. That funds for this expenditure are allocated in the Department's Fiscal Year 2020-2021 Budget in Account Number 2300-720-000-4237 (State Gas Tax Fund).

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

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

ADOPTED this _____ day of _____, 2021.

_____

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 _____, 2021.

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

February 9, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR ALLIANT INSURANCE SERVICES, INC. FOR PROVISION OF RISK CONTROL CONSULTING SERVICES ($20,000)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a professional services agreement with Alliant Insurance Services, Inc. for provision of Risk Control Consulting Services to assist the City Attorney's Office's efforts to evaluate, assess, update and re-develop safety compliance programs, including the workplace "Injury and Illness Prevention Program" for the City of Compton. Additionally, the establishment of a purchase order in the amount of Twenty Thousand Dollars ($20,000.00).

BACKGROUND

In California every employer is required by law to provide a safe and healthful workplace for his/her/its employees, including having an effective workplace "Injury and Illness Prevention Program" ("IIPP"). Staff has determined that there is a need to evaluate, assess, update and re-develop the City's current safety programs and workplace IIPP to assure that the City's is compliant with current laws and regulations and structured to meet the City's industry and workforce needs.

STATEMENT OF THE ISSUE

There are a number of factors that can help the City's risk management objectives and goals overall by assessing, updating and re-developing a strong safety and IIPP:

- The first and most important is worker safety. Re-developing a strong safety program for the City will provide an established guideline on protocols that employees must follow to remain as safe as possible while performing their duties, which ultimately will result in a reduced amount of employee injuries, productivity down time and workers' compensation costs

- Having a safety program that reduces the frequency and severity of worker injuries will ultimately result in more favorable insurance coverage terms at better rates for the City. This will help control and possibly reduce the total cost of risk and insurance purchases

- By re-developing the City's safety/loss control programs and updating the IIPP, it will allow the City to be California Occupational Safety and Health ("Cal/OSHA") compliant and reduce the possibility of surprise inspections and fines by Cal/OSHA

Pursuant to Resolution No. 24,781, adopted by the Council on May 15, 2018, the City entered into a three (3) year Broker Services Agreement with Alliance Insurance Services, Inc. ("Alliant") to recommend, obtain and otherwise assist the City as concerns acquiring and fulfilling the City's insurance needs at the best price available.

In efforts to evaluate, assess, update and strengthen the City's safety programs and IIPP, staff has sought the input and assistance of Alliant, which has a national risk control practice serving Alliant Insurance Service clients throughout the United States. Alliant proposes to assist the City to optimize workers' compensation total cost of risk and enhance Cal/OSHA compliance; including conducting an initial operational assessment, developing solutions, implementing strategies and monitoring outcomes.

FINANCIAL IMPACT

The cost for the proposed services from Alliant are Twenty Thousand dollars ($20,000.00). Funds for this expenditure are available in the City Attorney's Office 2020-2021 Fiscal Year budget in Account No. 6300 420 000 4262 (Other Professional Services).

RECOMMENDATION

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

DAMON M. BROWN
CITY ATTORNEY

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR ALLIANT INSURANCE SERVICES, INC. FOR PROVISION OF RISK CONTROL CONSULTING SERVICES ($20,000)

WHEREAS, in California every employer is required by law to provide a safe and healthful workplace for his/her/its employees, including having an effective workplace "Injury and Illness Prevention Program" ("IIPP"); and

WHEREAS, staff has determined that there is a need to evaluate, assess, update and re-develop the City's current safety programs and workplace IIPP to assure that the City's is compliant with current laws and regulations and structured to meet the City's industry and workforce needs; and

WHEREAS, pursuant to Resolution No. 24,781, adopted by the Council on May 15, 2018, the City entered into a three (3) year Broker Services Agreement with Alliance Insurance Services, Inc. ("Alliant") to recommend, obtain and otherwise assist the City as concerns acquiring and fulfilling the City's insurance needs at the best price available; and

WHEREAS, in efforts to evaluate, assess, update and strengthen the City's safety programs and IIPP, staff has sought the input and assistance of Alliant, which has a national risk control practice serving Alliant Insurance Service clients throughout the United States; and

WHEREAS, Alliant proposes to assist the City to optimize workers' compensation total cost of risk and enhance Cal/OSHA compliance; including conducting an initial operational assessment, developing solutions, implementing strategies and monitoring outcomes; and

WHEREAS, the cost for the proposed services from Alliant are Twenty Thousand dollars ($20,000.00) and funds for this expenditure are available in the City Attorney's Office 2020-2021 Fiscal Year budget.

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

Section 1. That the City Manager is hereby authorized to enter into a professional services agreement with Alliant Insurance Services, Inc. for provision of Risk Control Consulting Services to assist the City Attorney's Office's efforts to evaluate, assess, update and re-develop safety compliance programs, including the workplace "Injury and Illness Prevention Program" for the City of Compton in the amount of Twenty Thousand Dollars ($20,000.00).

Section 2. That funds in the amount of $20,000.00 are available in the 2020-2021 Fiscal Year budget of the City Attorney's Office in Account No. 6300 420 000 4262.

Section 3. That a purchase order in the amount of $20,000.00 is authorized to be issued for Alliant Insurance Services, Inc.

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

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

ADOPTED this _____ day of _____, 2021.

_____
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 _____, 2021.

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

City of Compton
Risk Consulting
Proposal

January 2021

Tim Leech, CSP, ARM
First Vice President
Risk Control Consulting
Alliant Insurance Services
1301 Dove Street
Newport Beach, CA 92660
O: 949-260-5008
C: 949-514-0367
tleech@alliant.com

Purpose

Alliant Risk Control Consulting proposes a partnership with the City of Compton to collaboratively assist the City to:

1. Optimize Workers' Compensation Total Cost of Risk
2. Enhance Cal/OSHA Compliance

Consulting Team

The Alliant Risk Control Practice is a National practice serving Alliant Insurance Service clients throughout the Continental United States. Tim Leech will be the project lead and will be supported by the team of professionals listed below. As leader, Tim will be directly involved in the assessment, development, and delivery of services outlined. Brief bios for each of the team members are listed below.

Tim Leech, CSP, ARM
Director – Risk Control Consulting
Tim has over 30 years of experience in a multitude of industries to include public entity, healthcare, academia, manufacturing, warehouse distribution, and logistics industries. His primary focus is working with large risk management clients to reduce cost via pre-loss mitigation solutions as well as state and federal OSHA and best practice gap analysis. Tim is located in the Newport Beach, California office where he manages a national team of consultants. As a "player-coach", Tim keeps his finger on the pulse of client and industry trends to ensure the highest level of performance by his staff. Tim has worked at Alliant for 10 years.

John Owen, CSP, CIH
Lead Risk Control Consultant
John is a Lead Risk Control Consultant for Alliant Insurance – Risk Control Services team where he brings his passion as a safety professional, enthusiasm for collaborative partnerships, and over 20 years of experience including roles in safety consulting, operations, and account management. John's unique background has enabled him to combine safety/risk control consultation along with practical experience of the daily aspects of business operations. While John is a generalist, he has significant experience in public entity, high-tech, higher education, and general industry.

Kristi Loiselle, CEAS
Risk Control Consultant
Kristi has over 10 years of experience and held various positons in the risk control practice with Alliant Insurance Services. Kristi's specialties include property protection, fleet safety and ergonomics. In addition, she actively works with clients to enhance regulatory compliance with OSHA related written program standards. Kristi has been with Alliant for 11 years.

Raymundo Machado, ASP, CEAS
Associate Risk Control Consultant
Ray is the newest member of the risk consulting team and a recent graduate from California State University Northridge with a Bachelor of Science in Occupational Health. His primary responsibilities include conducting data analytics as well as analyzing safety programs and offering guidance to help enhance and achieve greater compliance with Federal and State OSHA regulations. Ray has been involved in projects to include conducting facility inspections and ergonomic assessments. He also works closely with clients to analyze, enhance and implement safety programs. Professional development includes Confined Space, Ergonomics and Cal OSHA – General Industry 30 Hour certifications.

CITY OF COMPTON

Scope of Work

Alliant Risk Consulting improvement process includes, Conducting the Initial Assessment, Developing Solutions, Implementing Strategies and Monitoring Outcomes. Phases of the project will overlap at times. The outline that follows is primarily focused on our assessment and strategy development effort.

Risk Control Consulting

Tim Leech and Ray Machado will work with the City of Compton stakeholders to ensure that services delivered by the Alliant team are structured to help the City achieve its desired risk management goals and objectives. This will involve the following scope of work.

Phase I

Alliant will conduct an operational assessment in the following areas to identify safety program compliance gaps and gain an understanding of operational exposures based on work performed for the City. Operations we anticipate to include in our initial assessment include Parks, Public Works, Code Enforcement, Fire Authority, Water and General Services. Others may be included as required. The assessment typically involves the following activities.

- Stakeholder and employee interviews
- Documentation review to include safety programs, work orders, and other information as appropriate
- Loss reviews and analysis
- Equipment availability and assessment
- Vendor reports if available and necessary
- Physical observation of selected work practices or services performed

Alliant will use the information obtained during our assessment to work with City stakeholders and develop an executive level report outlining findings and recommended actions.

Phase II

Based on preliminary discussions, it appears that the City will need to enhance current compliance programs which include:

- Injury & Illness Prevention Program
- Hazard Communication Program
- Ergonomics
- Bloodborne Pathogens
- Heat Illness Prevention Program (may be included in the IIPP)
- Lockout Tagout and Energy Control
- Confined Space
- Others as determined necessary

Alliant will identify written program requirements and will work with the City over the period of our agreement to develop the safety programs necessary to achieve regulatory compliance.

Phase III

Phase III is the implementation and roll-out stage and primarily consists of staff education, training, and communication. The City will receive an implementation strategy as part of Phase I and Phase II of this proposal. Alliant is available to assist the City with implementation which will include, but not be limited to, implementing our risk management platform, participation in safety committee and training exercises and audits to measure operational compliance with the City's identified risk and safety management practices.

Out of Scope

Program implementation and training are not included in the current Scope of Work. Separate pricing will be developed if the City intends to use Alliant Risk Control for all or part of program implementation.

Proposed Fee

Total Fee:	Not to exceed $20,000 unless efforts required are greater than 10% of the $20,000 limit. Charges over and beyond the not to exceed amount will required further negotiation. Monthly invoice for services rendered will reflect billable hours for the previous month's services.
Hourly Rate:	Director Risk Consulting: $205/Hr. Lead Risk Consultant: $175/Hr. Associate Risk Consultant: $155/Hr.
Billable Services	Billable time includes: Preparation, program review and enhancement, on-site meetings and surveys, and reports. Phone and conference calls, email, text, and other communication requiring less than (1) hour of time will not be included in billable time. Travel will be invoiced at 50% of hourly rate to a maximum of 2 hours per day. When services (such as on-site meetings) involve more than (1) consultant, the City of Compton will only be billed for the lead consultant's time. The lead consultant will generally be the most senior consultant in meeting attendance. Mileage will not be charged.
Non-Billable Services	General email correspondence, informational and technical request and/or related calls will not incur a charge. A service request may be billed for time required to provide deliverable or service that requires more than (1) hour effort. Alliant scheduled and archived webinars that are not specific to CITY OF COMPTON plan are offered free of charge (approximately 10+ per year).

Agreed and Accepted By:

ALLIANT INSURANCE SERVICES, Inc.	CITY OF COMPTON
By:____ _____ Tim Leech, First Vice President Risk Control Consulting	By:_____
Date: January 13, 2020	

Attachment 1

Alliant Insurance Services, Inc.

TERMS AND CONDITIONS

THE following terms and conditions constitute the agreement for the services to be rendered in the proposal referenced and attached. Signature approval of both parties to the specified proposal and this attachment documents that an AGREEMENT is entered into this day by and between Alliant Insurance Service, Inc. with offices in Newport Beach, California, and the named client (CLIENT).

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and intending to be legally bound, the parties hereto agree as follows:

SERVICES PROVIDED Alliant Insurance Services, Inc. agrees to perform services for the CLIENT as outlined in the Proposal attached hereto (the "Proposal").

CLIENT INFORMATION CLIENT shall furnish or cause to be furnished to Alliant Insurance Services, Inc. all documents and information known to CLIENT that specifically relate to the scope of services described in the proposal. Alliant, Inc. shall be entitled to rely on such information.

CONFIDENTIALITY Alliant Insurance Services, Inc. , Inc. agrees that all information related to the Client(s), the Project(s), the Work and the work of Alliant, Inc. , Inc., and any of its consulting subcontractors including anything known to or prepared or furnished by the Client(s), shall be and shall remain in the future confidential. Alliant, Insurance Services, Inc. shall not release, publish or disclose any such information to any party without prior written consent of the Client(s), except as required in connection with Alliant Insurance Services, Inc. performance of this Agreement, or as required by a governmental authority.

PAYMENT CLIENT shall pay Alliant Insurance Services, Inc. a fee for the performance of the work and be invoiced as described in this proposal.

TERMINATION Either party may terminate this Agreement without cause upon thirty days advanced written notice. Any work in progress will be completed according to the terms of this Agreement.

STANDARD OF CARE; WARRANTY; LIABILITY Alliant Insurance Services, Inc. will perform the work under this Agreement as an independent contractor and in accordance with generally accepted professional practices. Alliant Insurance Services, Inc. will utilize reasonable care and skill consistent with and equal to that customarily possessed by environmental, health and safety consulting professionals in the community. The parties recognize the complex, subjective, and performance based nature of many environmental, occupational safety and health laws and regulations and the administrative interpretations thereof.

In performance of the work, Alliant Insurance Services, Inc. must rely upon information derived from secondary sources and personal interviews. Except as specifically required in the scope of work, Alliant Insurance Services, Inc. will make no independent investigation as to the accuracy of completeness of the information derived from the secondary sources and personal interviews, and will assume that such information is accurate and complete.

All recommendations, findings, and conclusions will be based upon information and circumstances as they existed at the time of preparation (e.g. Federal, state, and local laws; political climate; and other matters that Alliant Insurance Services, Inc. deemed relevant). A change in any fact or circumstance may adversely the recommendations, findings, and conclusions expressed in this report. Accordingly, except as set forth in the first

paragraph of this section, Alliant Insurance Services, Inc. makes no other representation, warranty or guarantee, express or implied.

THIRD PARTIES The work to be performed under this Agreement and any report or communication provided to CLIENT are intended solely for the internal use and benefit of CLIENT and no other party may rely thereon. CLIENT acknowledges that there are no other parties whose reliance thereon is foreseeable. CLIENT agrees not to disclose or disseminate any Alliant Insurances Services, Inc. report or communication to any other party without the prior written consent to Alliant Insurance Services, Inc.

MUTUAL INDEMNIFICATION Alliant Insurance Services, Inc. shall indemnify and hold harmless CLIENT and its agents, officers, directors and employees from and against all claims and suits, and resulting damages, losses and expenses (including attorney's fees and court costs), brought by third parties for loss of or damage to property, or for personal injury to persons, including death, and from all judgments recovered therefore, to the extent arising out of the negligent acts or omissions of Alliant Insurance Services, Inc. in connection with Alliant Insurance Services, Inc.'s performance of this Agreement. Alliant Insurance Services, Inc. shall not indemnify CLIENT to the extent that claims and suits arise out of CLIENT's negligence. Such indemnification shall not apply to claims, suits, damages, losses or expenses that arise out of the willful misconduct or negligence of Alliant Insurance Services, Inc., its employees, agents and subcontractors.

COMPLETE AGREEMENT This signed Agreement incorporates all previous and contemporaneous discussions, representations, understandings, and agreements between the parties, if any, with respect to the subject matter contained herein. No verbal or other statements, inducements or representations have been made to or relied upon by CLIENT. The terms and conditions expressed in this Agreement shall not be altered except in writing signed by CLIENT and an authorized officer of Alliant Insurance Services, Inc.

APPLICABLE LAW This Agreement shall be governed by and construed under the laws of the State of California. Any claim or dispute arising from or related to this agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the current rules in force of the American Arbitration Association on the date this agreement is signed. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

February 9, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **COMPTON MUNICIPAL WATER DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR SA ASSOCIATES FOR THE PREPARATION OF THE 2020 URBAN WATER MANAGEMENT PLAN UPDATE ($39,000)**

SUMMARY

Adoption of this resolution will authorize the City Manager accept the proposal of, enter into a professional services agreement with and establish a purchase order in the amount of Thirty Nine Thousand Dollars ($39,000.00) for SA Associates for preparation of the 2020 Urban Water Management Plan update.

BACKGROUND

The City of Compton's water system serves approximately eighty percent (80%) of the land within City limits. The remaining twenty percent (20%) is served by private water companies. Currently, the City's water sources include imported water and groundwater.

The City operates and maintains a total of eight (8) active wells for extracting groundwater, 156 miles of water distribution lines and two (2) reservoir locations (including booster stations) with four (4) 3 million gallon elevated storage tanks. Additionally, the City has three (3) treated water interconnections with the Metropolitan Water District ("MWD").

As mandated by the California Urban Water Management Planning Act ("UWMP"), every urban water supplier providing water for municipal purposes to more than 3,000 customers, or supplying more than 3,000 acre-feet ("AF") of water annually, is required to prepare and adopt an UWMP containing prescribed requirements. The Plan must be periodically reviewed at least once every five (5) years.

The Compton Municipal Water Department ("Department") is an urban water supplier, and as such is required to comply with the UWMP, its subsequent amendments and the Water Conservation Act of 2009.

An UWMP is required in order for a water supplier to be eligible for State grants and loans and drought assistance. The UWMP is considered to be a foundation document and a source of information for Water Supply Assessments (Senate Bill 610) and Written Verifications of Water Supply (Senate Bill 221). Additionally, the UWMP may serve as a long-range planning document for water supply, a source of data for development of a regional water plan and source document for preparation for the General Plan.

The 2020 UWMP Plan update must have a public notification period of 60 days prior to a public hearing and must be submitted to the California Department of Water Resources ("DWR") by or before July 1, 2021.

STATEMENT OF THE ISSUE

Department staff has determined that reparation of the 2020 Urban Water Management Plan update requires the assistance and services of a qualified and experienced engineering firm; thus, on September 23, 2020 a Request for Proposals ("RFP") was advertised soliciting proposals from twelve (12) engineering firms experienced in this type of engagement. On October 29, 2020, proposals were received from four (4) firms. Proposals were independently evaluated and scored on six (6) criteria:

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

Staff review/evaluation of the presented proposals resulted in the following ranking scores:

• SA Associates	15.88
• Stetson Engineers	13.45
• MKN Associates	12.78
• Civiltec Engineering	11.35

Based on the proposal presented by SA Associates, staff determined that they possess the qualities, training, experience and expertise to provide the services sought by the City for this project at a reasonable cost and recommend contracting with their firm.

FINANCIAL IMPACT

SA Associates' fee proposal for performing the requested and needed services is a not-to-exceed amount of $39,000.00. Funds for this expenditure are available in the Fiscal Year 2020/2021 Budget in Account No. 5000-900-000-4262 (Other Professional Services).

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

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

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR SA ASSOCIATES FOR THE PREPARATION OF THE 2020 URBAN WATER MANAGEMENT PLAN UPDATE ($39,000)

WHEREAS, the City of Compton's water system serves approximately eighty percent (80%) of the land within City limits. The remaining twenty percent (20%) is served by private water companies. Currently, the City's water sources include imported water and groundwater; and

WHEREAS, as mandated by the California Urban Water Management Planning Act ("UWMP"), every urban water supplier providing water for municipal purposes to more than 3,000 customers, or supplying more than 3,000 acre-feet ("AF") of water annually, is required to prepare and adopt an UWMP containing prescribed requirements. The Plan must be periodically reviewed at least once every five (5) years; and

WHEREAS, the Compton Municipal Water Department ("Department") is an urban water supplier, and as such is required to comply with the UWMP, its subsequent amendments and the Water Conservation Act of 2009; and

WHEREAS, an UWMP is required in order for a water supplier to be eligible for State grants and loans and drought assistance. The UWMP is considered to be a foundation document and a source of information for Water Supply Assessments (Senate Bill 610) and Written Verifications of Water Supply (Senate Bill 221). Additionally, the UWMP may serve as a long-range planning document for water supply, a source of data for development of a regional water plan and source document for preparation for the General Plan; and

WHEREAS, the 2020 UWMP Plan update must have a public notification period of 60 days prior to a public hearing and must be submitted to the California Department of Water Resources ("DWR") by or before July 1, 2021; and

WHEREAS, Department staff has determined that preparation of the 2020 Urban Water Management Plan update requires the assistance and services of an qualified and experienced engineering firm; thus, on September 23, 2020 a Request for Proposals ("RFP") was advertised soliciting proposals from twelve (12) engineering firms experienced in this type of engagement; and

WHEREAS, on October 29, 2020, proposals were received from four (4) firms; to wit: SA Associates, Stetson Engineers, MKN Associates and Civiltec Engineering; which were evaluated by staff pursuant to select criteria; and

WHEREAS, based on the proposal presented by SA Associates, staff determined that they possess the qualities, training, experience and expertise to provide the services sought by the City for this project at a reasonable cost and recommend contracting with their firm at a cost of Thirty Nine Thousand Dollars ($39,000.00); and

WHEREAS, funds for this expenditure are available in the Fiscal Year 2020-2021 budget.

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

Section 1. That the City Manager is hereby authorized to accept the proposal of and enter into a professional services agreement with SA Associates in the amount of $39,000.00 for preparation of the 2020 Urban Water Management Plan update.

Section 2. That funds for this expenditure are available in the Compton Municipal Water Department's Fiscal Year 2020/2021 Budget in Account No. 5000-900-000-4262 (Other Professional Services).

Section 3. That a purchase order in the amount of $39,000.00 is authorized to be established for SA Associates for preparation of the 2020 Urban Water Management Plan update.

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

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

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2021.

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

SA
ASSOCIATES

DELIVERING VALUE....COMMITTED TO EXCELLENCE

CITY OF COMPTON

Proposal for

URBAN WATER MANAGEMENT PLAN 2020 UPDATE

October 29, 2020



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(FEE IS IN A SEPARATE ENVELOPE PER RFP INSTRUCTIONS)

SECTION I: LETTER OF TRANSMITTAL

TO: Ms. Alita Goodwin, City Clerk
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

FROM: Shahnawaz Ahmad, PE, QSD, President
SA Associates
1130 West Huntington Drive, Unit 12
Arcadia, CA 91007

RE: City of Compton Water Department – Request for Proposals for Urban Water Management 2020 Update

Following is our submittal in response to the City of Compton Water Department Request for Proposal for Urban Water Management 2020 Update. We have included four (4) copies marked "Urban Water Management Plan 2020 Update" with the fee proposal in a separate envelope. In our response we will elaborate on our qualifications and team experience specifically with Urban Water Management Plans.

SA Associates was established in May, 1989 as a principal-owned engineering firm. SA Associates is a California Corporation and "SA Associates" is our full legal name. SA Associates services cover a broad spectrum of engineering from investigation and feasibility reports to design, construction administration, and construction observation. The firm provides complete civil engineering services for municipalities, public and private water agencies, sanitary districts, and flood control districts. Our main fields of specialty are water supply projects, wastewater facilities projects, construction management & inspection services, civil engineering, feasibility studies, flood control and draining projects, and surveying services.

Our office locations are as follows:

CORPORATE OFFICE	ORANGE COUNTY OFFICE
1130 West Huntington Drive, Unit 12 Arcadia, CA 91007 Tel: 626.821.3456 Fax: 626.445.1461	1661 N. Raymond Ave, Suite 100 Anaheim, CA 92801 Tel: 714.871.9083 Fax: 714.871.3652

Mr. Shahnawaz Ahmad is the primary contact, Project Manager and the authorized signatory on behalf of the firm. Please contact Mr. Ahmad at sahmad@saassociates.net or tel 626.821.3456. He is based in the Arcadia Office and is a registered civil engineer in the state of California. This proposal is considered valid and binding for a period of 90 days after the proposal due date.

Very truly yours,

Shahnawaz Ahmad

Shahnawaz Ahmad, P.E., President
Tel 626.821.3456, Fax 626.445.1461
sahmad@saassociates.net

enclosures

SECTION II: EXECUTIVE SUMMARY

In the following proposal, you will see how SA Associates provides the experience and knowledge to meet your project needs and goals. We are committed to providing the resources and quality services that you are seeking for the update of the City's UWMP. SA Associates has extensive experience in the preparation of UWMPs and we understand the level of attention and support necessary to meet the demands of this project and the expectations of the Department of Water Resources (DWR).

For your project, a team of experienced professionals will be able to provide the leadership, management skills, and similar project experience to make your project a success. We have prepared over 35 UWMPs since 1990. Our current experience also benefits your water City as we are familiar with the changes to the water code (SB7x7, AB1668, and SB606) and how it relates to the preparation of 2020 UWMPs. We prepared fourteen 2015 UWMPS. DWR had no significant comments on the 2015 UWMPs we prepared in terms of submittal/reporting requirements.

Our proposed team is currently preparing Urban Water Management Plans for the Foothill Municipal Water District and its five member agencies in addition to the City of Torrance, and San Gabriel Valley Municipal Water District. We bring relevant current experience with 2020 Urban Water Management Plans, understanding any changes since 2015 as mentioned in the previous paragraph. Both SA Associates and our subconsultant have experience working with the City of Compton.

We have developed a work plan to prepare 2020 UWMPs. The Work Plan divides the project work into distinct categories, most of which can be performed simultaneously by different project team members to provide greater efficiency and value for the City.

We have included John Robinson of John Robinson Consulting on our team. Our firms have worked together for over 15 years on a range of UWMPs and water projects. Mr. Robinson also brings his expertise in local, State and Federal agency grants . He assists Cities and districts in tapping into $271 million of funding available from the U. S Bureau of Reclamation Title XVI funding; State Revolving Fund Proposition 50; State Water Resource Control Board (SWRCB) Proposition 13; SWRCB Clean Water and Drinking Water SRF programs; Department of Water Resources Proposition 84 Rounds 1-3 plus the drought ; Metropolitan Water District of Southern California Local Resources Program and: Metropolitan Water District Recycled Water Retrofit Pilot Program.

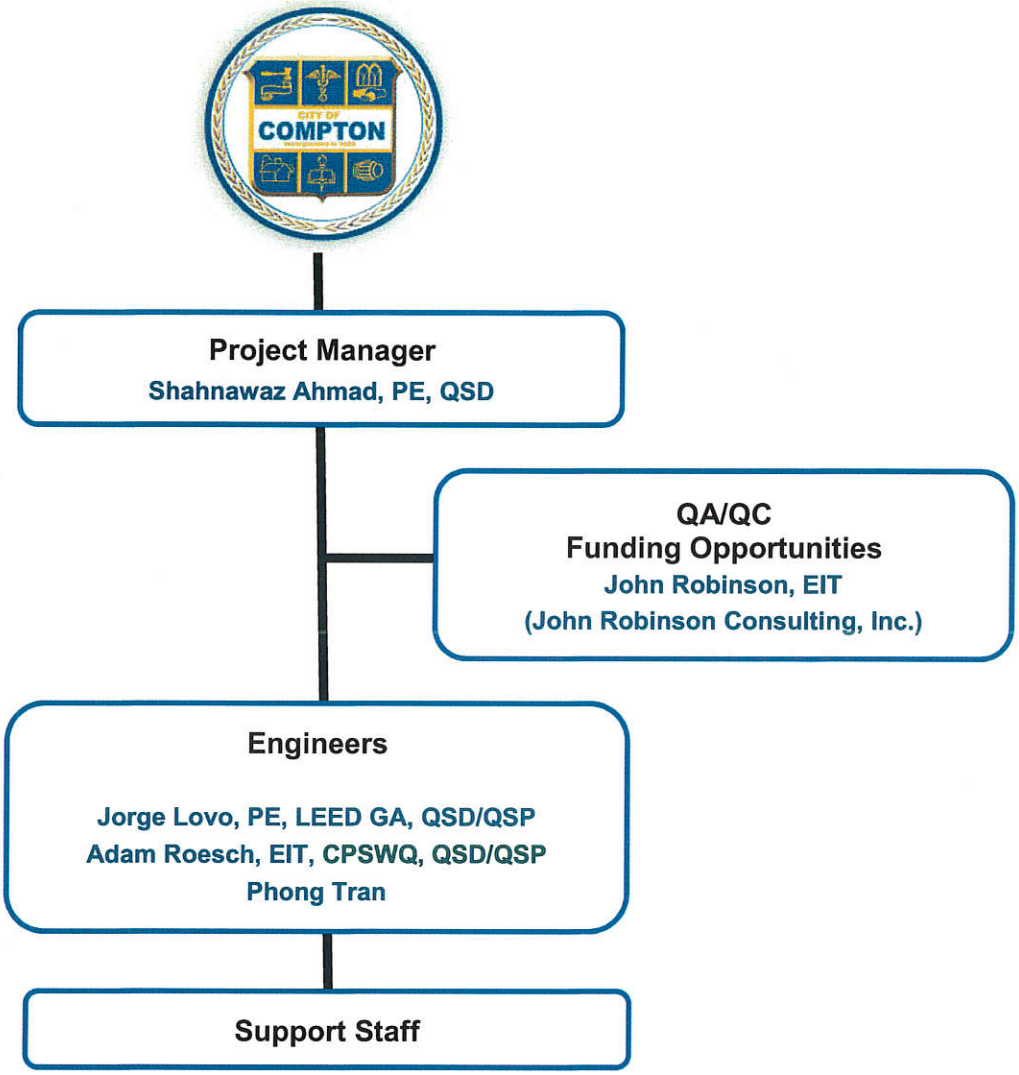
Mr. Robinson has experience working with the city of Compton. He served as project manager and was responsible for the development of a Recycled Water Feasibility Study.

We are positioned to be ready for your anticipated December 8 award date. We have the required experience to provide:

- Project Management
- Review of previous 2015 UWMP and Water Department Studies
- Establish Agency Coordination, Public Outreach and Identify Potential Stakeholders and Level of Involvement in UWMP process
- Develop Background Information Required for UWMP
- DWR Guidelines review and evaluation
- Report Preparation
- Submit adopted UWMP to DWR

SECTION III: QUALIFICATIONS OF PERSONS TO BE ASSIGNED TO COMPTON

ORGANIZATIONAL CHART



STAFFING ROLES

The Project Manager, Mr. Shahnawaz Ahmad, is very competent, and has considerable experience in preparing Urban Water Management Plans. He either personally prepared or oversaw over 35 UWMPs since 1990. He is in contact with the DWR and has kept up to date on new developments, regulations and changes to the 2020 UWMP requirements. Under his guidance, the project will remain on schedule and within budget.

The Engineers, Mr. Lovo, Mr. Roesch, Mr. Tran, will assist and receive direction from Mr. Ahmad in doing research, obtaining statistics, and reports from the City to compile all the information necessary to produce a comprehensive, thorough and understandable report. Both of them have experience on various 2015 UWMP projects and are currently working on the 2020 UWMPs for Foothill Municipal Water District and member agencies, as well as recently awarded 2020 UWMP for the City of Torrance and San Gabriel Valley Municipal Water District

Mr. Robinson has the experience necessary to review and give keen insight into the development of the report from start to finish from a QA/QC standpoint. Mr. Robinson brings expertise in funding, and market sector strategy development focused most recently on obtaining local, State and Federal grants and/or loans for public agencies and special districts. John also worked on the City of Compton's Recycled Water Feasibility Study.

With the current COVID situation our staff and consultant work remotely. The team will meet, as needed, with City Staff virtually or with COVID safety protocol as needed, especially with DWR.

Detailed funding experience is in Section VI, and further information on John Robinson Consulting Inc. is in Section IX.

Resumes are on the following pages.

SHAHNAWAZ AHMAD, P.E., QSD
Project Manager



Mr. Ahmad established SA Associates in 1989, creating a civil engineering firm focused on city, county and municipal agencies. Mr. Ahmad has over 40 years of experience.

Mr. Ahmad serves as principal-in-charge and/or project manager for projects related to water and sewer system master planning; water resources; water supply and treatment; water reuse; wastewater collection, treatment, and disposal; storm drainage; design of water and wastewater treatment plants, water pipelines, sewers, pumping stations, wells, storage reservoirs, and water reclamation systems; studies of water and wastewater treatment processes; and industrial waste problems.

Mr. Ahmad has prepared or is currently preparing Urban Water Management Plans and Urban Water Shortage Contingency Plans as listed in the Project Experience table.

PROJECT EXPERIENCE

City/Agency	Urban Water Management Plan							Urban Water Shortage Contingency Plan		
Year→	1990	1995	2000	2005	2010	2015	2020	1990	1995	2000
Arcadia	√							√		
Alhambra						√				
Azusa					√	√				
Beverly Hills				√	√					
Covina			√							√
Crescenta Valley Water District						√	√			
Foothill Municipal Water District						√	√			
Glendale						√				
La Palma	√	√	√	√				√	√	√
Lincoln Avenue Water Company						√	√			
Lomita					√	√				
Lynwood					√					
Pomona	√	√						√	√	
Rialto					√					
Rubio Cañon Land and Water Association						√	√			
San Fernando			√	√	√	√				√
San Gabriel Valley Water Municipal District						√	√			
Santa Monica					√	√				
Sierra Madre						√				
Torrance		√			√	√	√		√	
Valley Water Company						√	√			
Castaic Lake Water Agency/Newhall County Water District, Santa Clarita Water Company/Valencia Water Company			√							√

EDUCATION:
University of Karachi, Pakistan, B.E., Civil Engineering,
University of California, Berkeley, M.S., Sanitary Engineering,

REGISTRATION:
Registered Civil Engineer, California, No. 23712

MEMBER:
American Academy of Environmental Engineers, Diplomate
American Public Works Association
American Society of Civil Engineers
American Water Works Association
California Water Environment Association
Southern California Water Utilities Association
Water Environment Fed

BOY SCOUTS OF AMERICA – GREATER LOS ANGELES AREA COUNCIL

Currently preparing plans, estimate, and specifications for the Trask Scout Reservation (Monrovia, CA) Water System Rehabilitation and Enhancement Project to satisfy stringent water treatment regulations and standards. The project includes implementation of a new Water Treatment Plant (WTP) along with other significant improvements such as pumps, cartridge filters, UV system, chorine/disinfection, new treatment housing, backup generator, grading, two (2) – 50,000 steel tanks, fire hydrants, environmental health, creek restoration, hiking trails, landscaping, others.

CENTRAL BASIN MUNICIPAL WATER DISTRICT

- Prepared plans, specifications, and cost estimates for The Recycled Water System Extension in the City of South Gate, CA. This Project consists of the construction of approximately 24,600 LF of recycled pipeline varying in diameter between 8" & 20".

CITY OF COMPTON

- Sewer Improvement – Engineering services for the preparation of a Prioritized Sewer Improvement Program for the entire 150 miles of the City's sewer system. The work included identifying sewers that needed to be replaced or rehabilitated, providing recommendations for replacement or rehabilitation of the sewers, preparing preliminary cost estimates for each reach of sewer, and preparing a prioritized sewer improvement program giving the cost and order of priority for each reach of sewer.
- Phased Sewer Main Culver Avenue and Willowbrook Avenue - plans and specifications for the design of approximately 7,700 feet of 8-inch through 15-inch diameter sewer mains. A jacked casing was provided underneath the right rail of the railroad track at Compton Boulevard
- Undersized Water Line Replacement Report and Hydraulic Network Analysis for the City's water system. -The work included determining the population and water demand projections, evaluating alternative sources of water supply, conducting a computer hydraulic analysis for the water system, delineation of pressure zones, and recommendations for transmission and distribution mains.
- Well and Water Quality Investigation - This project involved investigation of alternative techniques that enabled three wells to meet water quality standards. Areas of investigation for each well included alternative methods of treatment available to improve the water quality of the well, and selective pumping from specific aquifers of existing wells so as to limit production to higher quality water. Iron and manganese treatment facilities were recommended for one well.

CRESCENTA VALLEY WATER DISTRICT

- Prepared plans for Crescenta Valley Water District's Well No. 2 at Ordunio Reservoir. The project consists of a new 150 gpm submersible pump and motor for Well No. 2, onsite piping, a chorine feed system using sodium hypochlorite (NAOCL), a nitrate removal treatment facility (by APT Water), upgrade of two existing booster pumps, installation of a masonry or pre-fabricated operations building, installation of a "carport" type building over concrete pad for the nitrate removal facility, water, sewer, and gas services, electrical and telemetry system (SCADA), pavement and other on-site improvements. **This project received awards from American Council of Engineering Companies, American Public Works Association, American Society of Civil Engineers and placed 2nd for the Association for California Water Agencies Clair A. Hill Agency Award for Excellence.**

KINNELOA IRRIGATION DISTRICT

- East-West Tank Connector Pipeline Project – Design for improving the reliability and service of the District's water distribution system by connecting the distribution system of its East Tank and West Tank Reservoirs with a 12-inch water line.

CITY OF MONTEREY PARK

- Plans and specifications for the water and sewer mains along Atlantic Boulevard. The proposed sewer main is approximately 2,700 LF long and shall be 12" Vitrified Clay pipe (VCP).

CITY OF ONTARIO

- Water Main Improvements - plans and specifications for approximately 25,430 LF of water mains at 30 various locations. The improvements replace existing water mains of diameters ranging from 2" to 12" to proposed 8" and 12" sizes.

JORGE LOVO, P.E., LEED G.A., QSD/QSP
Engineer



Mr. Lovo has over 19 years of experience designing and managing a variety of water-related projects and programs ranging from water, wastewater, recycled water, and storm water facilities including conveyance, water quality & treatment, pump stations, and storage. Providing technical leadership on small to large sized projects; supporting teams winning new business; interacting with clients, agencies and other consulting firms; preparing detailed engineering calculations, CAD drawings, estimates, master planning, facilities condition assessment, construction support, preparation of plans, specifications and others documents for permitting and construction.

EDUCATION:
University of Hawaii,
B.S. Civil Engineering

REGISTRATION:
Registered Civil Engineer, California
No. C75632
Registered Civil Engineer, Canada
Board of Professional Engineers

CERTIFICATION:
LEED Green Associates – Green Building Certification Institute,
ID No. 10779963
Construction Management, University of Quebec, Canada
Professional Studies in Technique of Architecture, College of Old Montreal

Qualified SWPPP Developer
(QSD), Qualified SWPPP Practitioner (QSP)
Certificate No. 25596

PROJECT EXPERIENCE

2020 URBAN WATER MANAGEMENT PLANS

. Currently conducting research and preparing data for the 2020 Urban Water Management Plans for the following agencies:

- Crescenta Valley Water District
- Foothill Municipal Water District
- Lincoln Avenue Water Company
- Rubio Cañon Land and Water Assn.
- Valley Water Company

2015 URBAN WATER MANAGEMENT PLANS

. Prepared the 2015 Urban Water Management Plan for the City of Glendale.

CITY OF ALHAMBRA

. Prepared PS&E documents for the construction of the Main Street Sewer Replacement Project. The City of Alhambra's replaced approximately 1,900 linear feet of existing 8-inch sewer main in Main Street with 12-inch diameter extra strength vitrified clay pipe (VCP) sewer,

CITY OF ANAHEIM

. Prepared plans and specifications for Water Main Replacement Projects on Pepper Creek Way, Fern Haven Lane, and Hadrians Crescent to replace approximately 1,500 ft. of existing cast iron pipe (CIP) to polyvinyl chloride (PVC) pipe along various streets within Anaheim Hills. The pipes were installed between 1960s and 1970s and are in need of replacement due to external corrosion of the pipeline. As a result, the corrosion causes numerous main breaks rendering water loss.

. Prepared plans and specifications for an 8" PVC Water Main Replacement in Baja Dr. between Palo Alto Dr. & Pueblo Pl., and Solomon Dr. between Arno Crescent St. & Camino Pinzon, with an approximate length of 1,557 ft.

BOY SCOUTS OF AMERICA – GREATER LOS ANGELES AREA COUNCIL

Currently preparing plans, estimate, and specifications for the Trask Scout Reservation (Monrovia, CA) Water System Rehabilitation and Enhancement Project to satisfy stringent water treatment regulations and standards.

CENTRAL BASIN MUNICIPAL WATER DISTRICT

. Prepared plans, specifications, and cost estimates for The Recycled Water System Extension in the City of South Gate, CA. This Project consists of the construction of approximately 24,600 LF of recycled pipeline varying in diameter between 8" & 20". In addition, approximately 3,400 LF of pipeline will be constructed in California Avenue north from Southern Avenue to South Gate City Hall and then to South Gate High School. Shorter segments on Tweedy Blvd. (1,900 FL) and Sequoia Dr (495 LF) are also included. The proposed Recycled Water main will be crossing the Alameda Corridor (ACTA) at Southern Ave/Alameda St. and at Alameda St./Tweedy Blvd. This new system extension will serve South Gate Park, State Street Park, South Gate Middle

School, Stanford Avenue Park, American Apparel, Koos Manufacturing Co., South Gate City Hall, South Gate High School, and South East High School.

CRESCENTA VALLEY WATER DISTRICT

- Conducted a preliminary feasibility study to use recycled water at Los Angeles County's Two-Strike Park.
- Prepared plans for Crescenta Valley Water District's Well No. 2 at Ordunio Reservoir. The project consists of a new 150 gpm submersible pump and motor for Well No. 2, onsite piping, a chorine feed system using sodium hypochlorite (NAOCL), a nitrate removal treatment facility (by APT Water), upgrade of two existing booster pumps, installation of a masonry or pre-fabricated operations building, installation of a "carport" type building over concrete pad for the nitrate removal facility, water, sewer, and gas services, electrical and telemetry system (SCADA), pavement and other on-site improvements. **This project received awards from American Council of Engineering Companies, American Public Works Association, American Society of Civil Engineers and placed 2nd for the Association for California Water Agencies Clair A. Hill Agency Award for Excellence.**

CITY OF HUNTINGTON BEACH

- Provided design services for the replacement of water valves in approximately 50 separate locations throughout the City's water system. Over 50% of those locations are expected to be closer to the coast, in area of low elevations where groundwater may be encountered and the other 50% will be located inland. In addition to restoring valve operation, the City will require the construction contractor to carefully remove and bag asbestos cement pipe from each of these valve locations, to collect field data, to collect soil samples, and to store at a location identified by the City for future analysis to determine remaining useful life of ACP as part of the City's Asset Management Program. The valve sizes will be 6" to 12" and will be in-line valves with no vaults.

CITY OF MONTEREY PARK

- Currently preparing plans and specifications for the water and sewer mains along Atlantic Boulevard. The proposed sewer main is from W. Hellman Avenue to Garvey Avenue with a length of approximately 2,700 LF and shall be 12" Vitrified Clay pipe (VCP).

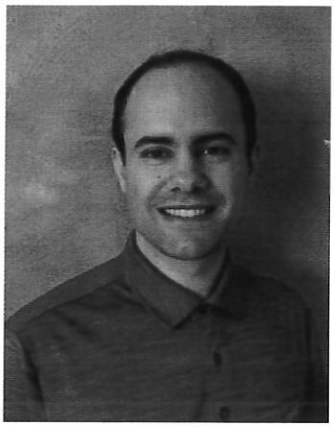
ROSE HILLS MEMORIAL PARK

- Designed the recycled water retrofit for 600 acres of Rose Hills Memorial Park and Cemetery. The design included approximately 4,500 LF of 8" potable water/fire to the four (4) on-site wells and four (4) reservoirs. The project team is coordinating with Rose Hills staff, Upper San Gabriel Valley Municipal Water District, Los Angeles County Sanitation Districts, San Gabriel Valley Water Company, Los Angeles County Fire Department. This project is funded by DWR Proposition 84, Round 3 – Drought Grant and MWD On-Site Recycled Water Retrofit.

CITY OF WHITTIER

- Designed the replacement of a water main in the uptown business district, along Comstock Avenue between Hadley Avenue and Wardman Avenue, for an approximate length of 2,000 ft., upgrading a 6" cast iron line to the 12" ductile iron pipe to provide sufficient flow within the area as well as for future improvements.
- Designed the replacement of a water main along Beverly Boulevard between Palm Avenue and Citrus Avenue to replace an aging water main with an approximate length of 4,450 ft. The existing 6" cast iron water main will be replaced with an 8" ductile iron pipe. The suggested design will minimize construction and maintenance costs by protecting the existing parkway and pine trees, and providing better access for maintenance of the proposed main.

ADAM ROESCH, E.I.T., CPSWQ, QSD/QSP
Engineer



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

PROJECT EXPERIENCE

2020 URBAN WATER MANAGEMENT PLANS

. Currently conducting research and preparing data for the 2020 Urban Water Management Plans for the following agencies:

- Crescenta Valley Water District
- Foothill Municipal Water District
- Lincoln Avenue Water Company
- Rubio Cañon Land and Water Assn.
- San Gabriel Valley Municipal Water District
- City of Torrance
- Valley Water Company

2015 URBAN WATER MANAGEMENT PLANS

. Prepared the 2015 Urban Water Management Plans for the following agencies:

- City of Alhambra
- City of Azusa
- Crescenta Valley Water District
- Foothill Municipal Water District
- Lincoln Avenue Water Company
- City of Lomita
- Rubio Cañon Land & Water Assn
- City of San Fernando
- San Gabriel Valley Municipal Water Dist.
- City of Santa Monica
- City of Sierra Madre
- City of Torrance
- Valley Water Company

CITY OF ANAHEIM

. Prepared plans and specifications for Water Main Replacement Projects on (1) Pepper Creek Way, (2) Fern Haven Lane, and Hadrians Crescent (Project) to replace approximately 1,500 ft. of existing cast iron pipe (CIP) to polyvinyl chloride (PVC) pipe along various streets within Anaheim Hills. The pipes were installed between 1960s and 1970s and are in need of replacement due to external corrosion of the pipeline. As a result, the corrosion causes numerous main breaks rendering water loss

. Prepared plans and specifications for the 8" Water Main Replacement in Country Glen Way for the replacement of 5,300 ft. of 6 & 8-inch ductile iron pipe and 6 & 8-inch polyvinyl chloride (PVC) pipe. Prepared the as-built plans.

CITY OF ARCADIA

· Assisted with preparing plans for the Orange Grove Disinfection System Upgrade Project. The project involved the installation of new DIP to connect the existing piping with three existing reservoirs. The project also involved the installation of a chlorine injector assembly, nitrate analyzers, drainage pipes, and concrete removal and replacement.

EDUCATION:
California State University, Long Beach, B.S. Civil Engineering

REGISTRATION:
Engineer in Training, California

Certified Professional in Storm Water Quality (CPSWQ), Certificate No. 1022

Qualified SWPPP Developer (QSD), Qualified SWPPP Practitioner (QSP), Certificate No. 25508

SOFTWARE:
Microsoft Office
Adobe
Autodesk (AutoCAD)

CENTRAL BASIN MUNICIPAL WATER DISTRICT

- Provided design services for the construction of approximately 24,600 ft. of new 8" to 20" recycled water main located in segments of Southern Avenue, Alameda St., Hildreth Ave and California Ave. to South Gate City Hall, and State St.

CITY OF CHINO

- Prepared plans & specifications for the Quadrant I Water Main Replacement Project which consisted of 10,940 ft. of 8" PVC pipe to improve the existing water system. In addition, the project consisted of the replacement or reconnection of existing service laterals and reconnections to the existing water mains

CRESCENTA VALLEY WATER DISTRICT

- Assisted with preparing plans for Crescenta Valley Water District's Well No. 2 at Ordunio Reservoir. **This project received awards from American Council of Engineering Companies, American Public Works Association, American Society of Civil Engineers and placed 2nd for the Association for California Water Agencies Clair A. Hill Agency Award for Excellence.**

KINNELOA IRRIGATION DISTRICT

- Prepared plans for the East-West Tank Connector Pipeline Project. The project involves improving the reliability and service of the District's water distribution system by connecting the distribution system of its East Tank and West Tank Reservoirs with a 12-inch water line. The project also involved the installation of a 4" DIP main alongside the 12" DIP main in order to abandon an existing 4-inchwaterline that runs through private properties. Mr. Roesch Also performed the utility research, coordinated with utility companies within the project vicinity.

LONG BEACH WATER DEPARTMENT

- Prepared plans and specifications for the East 27th Street and Via Passilo Cast Iron Water Main Replacement Project which consists of the replacement of approximately 4,000 feet of 6 & 8 inch cast iron & ductile pipe.

- Provided inspection for the Groundwater Treatment Plant Chemical Tank Replacement Project – Phase I. The project involved the replacement of three existing polyethylene chemical storage tanks located within LBWD's Groundwater Treatment Plant, along with chemical piping, vent piping, liquid level indicators, and SCADA equipment.

CITY OF MONTEREY PARK

- Plans and specifications for the water and sewer mains along Atlantic Boulevard. The proposed sewer main is from W. Hellman Avenue to Garvey Avenue with a length of approximately 2,700 LF and shall be 12" Vitrified Clay pipe (VCP).

ROSE HILLS MEMORIAL PARK

- Assisted with the design of the recycled water retrofit for 600 acres of Rose Hills Memorial Park and Cemetery. The design included approximately 4,500 LF of 8" potable water/fire protection pipeline, 8,000 LF of 4" and 8" potable water pipeline, and modifications to the four (4) on-site wells and four (4) reservoirs. The project team is coordinating with Rose Hills staff, Upper San Gabriel Valley Municipal Water District, Los Angeles County Sanitation Districts, San Gabriel Valley Water Company, Los Angeles County Department of Public Health, and the Los Angeles County Fire Department. This project is funded by DWR Proposition 84, Round 3 – Drought Grant and MWD On-Site Recycled Water Retrofit.

CITY OF WHITTIER

- Comstock Water Main Improvement -Technical specifications for the removal and replacement of approximately 2,000 linear feet of 6-inch CIP with 12-inch ductile iron pipe, the repair of the existing concrete pavement.

- Designed the replacement of a water main along Beverly Boulevard between Palm Avenue and Citrus Avenue to replace an aging water main with an approximate length of 4,450 ft. The existing 6: cast iron main was replaced with 8" ductile iron pipe.

PHONG TRAN
Engineer



Mr. Tran is an engineer who is currently pursuing a Masters Degree in Civil Engineering. He is well versed in the use of AutoCAD and GIS software. He has gained valuable experience by assisting the senior engineers with design calculations and researching information. He is participating in the assembly of proposals and statements of qualifications. He has worked on various projects, including water mains, storm, & street projects.

EDUCATION:
California State University, Long Beach, B.S. Civil Engineering
California State University, Pomona, Candidate for M.S. Civil Engineering with emphasis in Environmental and Water Resources
Anticipated 2020 completion

PROJECT EXPERIENCE

2020 URBAN WATER MANAGEMENT PLANS

. Currently conducting research and preparing data for the 2020 Urban Water Management Plans for the following agencies:

- Crescenta Valley Water District
- Foothill Municipal Water District
- Lincoln Avenue Water Company
- Rubio Cañon Land and Water Assn.
- San Gabriel Valley Municipal Water District
- City of Torrance
- Valley Water Company

2015 URBAN WATER MANAGEMENT PLANS

. Prepared the 2015 Urban Water Management Plans for the following agencies:

- City of Alhambra
- City of Azusa
- Crescenta Valley Water Dist.
- Foothill Municipal Water Dist.
- Lincoln Avenue Water Co.
- City of Lomita
- Rubio Cañon Land & Water Assn
- City of San Fernando
- San Gabriel Valley Municipal Water Dist.
- City of Santa Monica
- City of Sierra Madre
- City of Torrance
- Valley Water Company

CITY OF ANAHEIM

. Conducted utilities research and preparing plans for the Solomon and Baja Drives Water Main Replacement project. The work included replacement of approximately 1,557 ft. of corroded 6" & 8" cast iron pipe with 8" PVC pipe. The project also consisted of replacing fire hydrants, valves, service lines, and appurtenances.

CENTRAL BASIN MUNICIPAL WATER DISTRICT

. Provided design services for the construction of approximately 24,600 ft. of new 8" to 20" recycled water main located in segments of Southern Avenue, Alameda St., Hildreth Ave and California Ave. to South Gate City Hall, and State St. ..

CITY OF CHINO

. Prepared plans & specifications for the Quadrant I Water Main Replacement Project which consisted of 10,940 ft. of 8" PVC pipe to improve the existing water system. In addition, the project included the replacement of or reconnection of existing service laterals and reconnections to the existing water mains.

CRESCENTA VALLEY WATER DISTRICT

- Assisted with preparing plans for Crescenta Valley Water District's Well No. 2 at Ordunio Reservoir. The project consists of a new 150 gpm submersible pump and motor for Well No. 2, onsite piping, a chorine feed system using sodium hypochlorite (NAOCL), a nitrate removal treatment facility (by APT Water), upgrade of two existing booster pumps, installation of a masonry or pre- fabricated operations building, installation of a "carport" type building over concrete pad for the nitrate removal facility, water, sewer, and gas services, electrical and telemetry system (SCADA), pavement and other on-site improvements. **This project received awards from American Council of Engineering Companies, American Public Works Association, American Society of Civil Engineers and placed 2nd for the Association for California Water Agencies Clair A. Hill Agency Award for Excellence**

CITY OF TORRANCE

- Van Ness Water Wells Transmission Water Main. Provided CAD Drafting, utility research and pipeline alignment of the 4-mile pipeline project. This project consisted of connecting two groundwater wells to an outflow reservoir. Utility coordination was between Caltrans, various gas companies and two railroad companies. In addition, aided the research for a CEQA developed for the project.

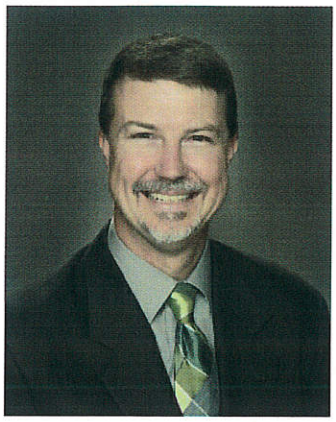
- Purche Avenue Storm Drain Design. Provided CAD drafting and utility research for an area storm drain system from 185th Street to Purche Avenue. This project was worked parallel with the Van Ness Wells Transmission Main.

CITY OF WHITTIER

- Conducted utilities research and preparing plans for Comstock Avenue Water Replacement Project. The work includes replacement of approximately 2,000 ft. of 6" cast iron pipe with 12" ductile iron pipe on Comstock Avenue and Hadley Avenue and Wardman Avenue. The upgrading of the water to a large size is to provide adequate fire flow and supply within the area to accommodate future developmental projects. The project also consists of replacing service laterals and tie-ins to repair the existing concrete pavement along the trench width.

- Aided in the design for the replacement of a water main along Beverly Boulevard between Palm Avenue and Citrus Avenue to replace an aging water main with an approximate length of 4,450 ft. The existing 6" cast iron water main will be replaced with an 8" ductile iron pipe. The suggested design will minimize construction and maintenance costs by protecting the existing parkway and pine trees, and providing better access for maintenance of the proposed main.

JOHN ROBINSON, EIT – Principal John Robinson Consulting Inc. (SBE) Subconsultant – QA/QC



John Robinson has more than 25 years of experience in engineering consulting, project leadership project management and construction management.

His strengths include water resource planning with a program approach. Mr. Robinson is experienced in risk and resilience assessments and emergency response plans. His experience encompasses a variety of wastewater engineering, water reclamation and planning projects.

PROJECT EXPERIENCE

CRESCENTA VALLEY WATER DISTRICT
- QA/QC Consultant for RRA, ERP and 2020 Urban Water Management Plan (UWMP).
- QA/QC Consultant for 2015 UWMP

CITY OF COMPTON
- **Program Manager, Recycled Water Feasibility** - Mr. Robinson served as project manager and was responsible for the development of a Recycled Water Feasibility Study. The RWFS included a market assessment, evaluation and identification of future recycled water system infrastructure requirements, alternative analysis with recommended projects and implementation and financing plan. The RWFS evaluated a "no project alternative" as well a supply recycled water from Central Basin MWD, West Basin MWD, a combination of both agencies and a satellite or "scalping" recycled water projects. Mr. Robinson's responsibilities included overall project management, meeting coordination, budget, and RWFS development.

LA CAÑADA IRRIGATION DISTRICT
- QA/QC Consultant for RRA and ERP

FOOTHILL MUNICIPAL WATER DISTRICT
- QA/QC Consultant for RRA, ERP and 2020 UWMP
- 2015 UWMP

INLAND EMPIRE UTILITIES AGENCY
- Emergency Response Plan

LAS FLORES WATER COMPANY
- QA/QC Consultant for RRA, ERP and 2020 UWMP

LINCOLN AVENUE WATER COMPANY
- QA/QC Consultant for RRA, ERP and 2020 UWMP
- QA/QC Consultant for 2015 UWMP

MESA WATER DISTRICT
- Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP)

EDUCATION:
California State University, Long Beach
B.S. Civil Engineering

REGISTRATION:
Engineer in Training, California

ASSOCIATIONS:
American Society of Civil Engineers

California Water Environment Association Los Angeles Basin Section – Past President

Orange County Water Association – Board Director 2014 to Present

Water Environmental Federation

WateReuse California Association – Board of Directors 1997 to Present

RUBIO CAÑON LAND AND WATER ASSOCIATION

- QA/QC Consultant for RRA, ERP and 2020 UWMP
- QA/QC Consultant for 2015 UWMP

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

- Emergency Response Plan
- QA/QC Consultant for 2015 UWMP

VALLEY WATER DISTRICT

- QA/QC Consultant for RRA, ERP and 2020 UWMP
- QA/QC Consultant for 2015 UWMP

FUNDING EXPERIENCE:

He assisted in obtaining and managing the U.S. Bureau of Reclamation Title XVI funding, State Revolving Fund (SFR) Proposition 50, State Water Resources Control Board (SWRCB) Proposition 13, Department of Water Resources Proposition 84 Rounds 1-3, Metropolitan Water District of Southern California Local Resources Program and Recycled Water Retrofit Pilot Program monies in order to complete the approximately $182 million of recycled water projects for clients in southern California.

- ***Metropolitan Water District of Southern California (MWD) Recycled Water Retrofit, City of Fontana, CA.*** Mr. Robinson assisted the City obtain over $100,000 of grant funding to convert nine (9) parkways and four (4) parks to recycled water in coordination with **Fontana Water District and California Public Utilities Commission**. Assisted City staff and selected contractor with the recycled water conversion including inspection, preliminary cross connection testing and final cross connection testing.

- ***LRP, Proposition 50, Title XVI and Water SMART, Inland Empire Utilities Agency, CA.*** Mr. Robinson assisted in obtaining and managing the U.S. Bureau of Reclamation Title XVI funding, State Water Resources Control Board State Revolving Fund linked to Proposition 50, SWRCB Proposition 13 and MWD Local Resources Program monies in order to complete selected projects. Mr. Robinson assisted in completing the coordination **~$85 million** with USBOR, SWRCB, and MWD on the behalf of IEUA including monthly reports, progress deliverables, proposed financial breakdowns, and coordinating field meetings.

- ***La Puente County Valley Water District and San Gabriel Valley Water Company*** – Mr. Robinson assisted in obtaining Department of Water Resources Proposition84, Round 3 Part A funding at **$0.8M**. Mr. Robinson coordinated with the application consultant, Upper District, LPCVMWD staff and SGVWC staff to develop all sections of the application and complete the review of the application before submittal to the DWR. Mr. Robinson made all the presentation to the Greater Los Angeles Steering Committee for the application. Mr. Robinson was response for the expansion of the Upper San Gabriel Valley Municipal Water District's recycled water system to both LPCVWD and SGVWC. The facilities for these two projects include 15,000 linear feet of pipeline and the recycled water conversion of approximately 130 acre-feet per year to utilize recycled water for irrigation purposes.

SECTION IV: LIST OF REFERENCES AND RELATED EXPERIENCE

REFERENCES:

CRESCENTA VALLEY WATER DISTRICT
David Gould, District Engineer
2700 Foothill Boulevard
La Crescenta, CA 91214
Phone & Email: 818.248.3925 | dgould@cvwd.com

Dates of Service: 2015 & 2020 Urban Water Management Plans

FOOTHILL MUNICIPAL WATER DISTRICT
Nina Jazmadarian,
4536 Hampton Road
La Cañada – Flintridge, CA 91011
Phone & Email: 818.790.4036 | nina.jaz@fmwd.com

Dates of Service: 2015 & 2020 Urban Water Management Plans

CITY OF GLENDALE
Raja Takidin, P.E.
Glendale Water & Power
141 N. Glendale Avenue, 4th Floor
Glendale, CA 92106
Phone & Email: 818.548.3906 | rtakidin@glendaleca.gov

Dates of Service: 2015 Urban Water Management Plan

CITY OF SIERRA MADRE
Chris Cimino, Public Works Director
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
Phone & Email: 626.355.6615 | ccimino@cityofsierramadre.com

Dates of Service: 2015 Urban Water Management Plan

CITY OF TORRANCE
Chuck Schaich
City of Torrance, Public Works Department
20500 Madrona Avenue
Torrance CA 90503
Phone & Email: 310.618-6221 | cschaich@TorranceCA.Gov

Dates of Service: 1995, 2010, 2015 and 2020 Urban Water Management Plans

RELATED EXPERIENCE:

URBAN WATER MANAGEMENT PLAN EXPERIENCE

SA Associates has prepared Urban Water Management Plans for the cities and agencies listed in the chart below:

City / Agency	Urban Water Management Plan							Urban Water Shortage Contingency Plan		
Year→	1990	1995	2000	2005	2010	2015	2020	1990	1995	2000
Arcadia	√							√		
Alhambra						√				
Azusa					√	√				
Beverly Hills				√	√					
Covina			√							
Crescenta Valley Water District						√	√			
Foothill Municipal Water District						√	√			
Glendale						√				
La Palma	√	√	√	√				√	√	√
Lincoln Avenue Water Company						√	√			
Lomita					√	√				
Lynwood					√					
Pomona	√	√						√	√	
Rialto					√					
Rubio Cañon Land & Water Association						√	√			
San Fernando			√	√	√	√				√
San Gabriel Valley Municipal Water District						√	√			
Santa Monica					√	√				
Sierra Madre						√				
Torrance		√			√	√	√	√	√	
Valley Water Company						√	√			
Castaic Lake Water Agency/Newhall County Water District, Santa Clarita Water Company/Valencia Water Company			√							√

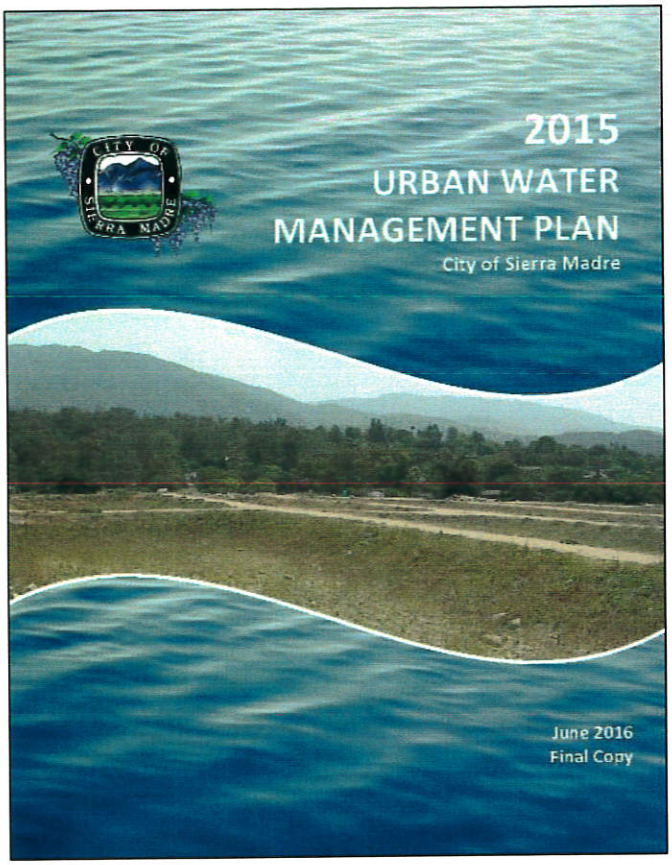
2015 Urban Water Management Plans - DWR Approval

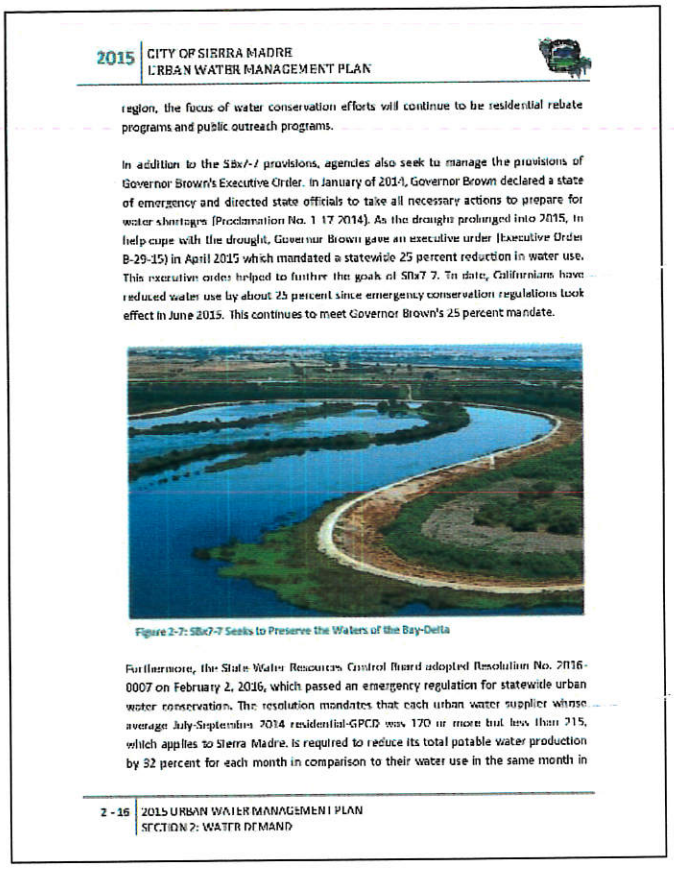
DWR has reviewed and approved of the 2015 UWMPs prepared by SA Associates on the following dates:

City/Agency	DWR Approval Dates of 2015 UWMPs
Alhambra	May 11, 2017
Azusa	December 11, 2017
Crescenta Valley Water District	January 27, 2017
Foothill Municipal Water District	April 20, 2017
Glendale	June 28, 2017
Lincoln Avenue Water Company	September 12, 2017
Lomita	March 7, 2017
Rubio Cañon Land & Water Association	September 6, 2017
San Fernando	August 31, 2016
San Gabriel Valley Municipal Water District	September 18, 2017
Santa Monica	September 22, 2016
Sierra Madre	September 6, 2017
Torrance	November 7, 2016
Valley Water Company	May 3, 2017

SAMPLES OF PAST UWMP WORK

As indicated by the chart on the previous page, SA Associates has extensive experience in the UWMP preparation process. Due to this familiarity, we strive to prepare UWMPs that will not only meet requirements but also act as a source document of clear, precise, and organized information. To reflect our attention to quality, we have included a sample portion of our 2015 UWMP for the City of Sierra Madre below:





2015 | CITY OF SIERRA MADRE
URBAN WATER MANAGEMENT PLAN

region, the focus of water conservation efforts will continue to be residential rebate programs and public outreach programs.

In addition to the SBx7-7 provisions, agencies also seek to manage the provisions of Governor Brown's Executive Order. In January of 2014, Governor Brown declared a state of emergency and directed state officials to take all necessary actions to prepare for water shortages (Proclamation No. 1 17 2014). As the drought prolonged into 2015, in help cope with the drought, Governor Brown gave an executive order (Executive Order B-29-15) in April 2015 which mandated a statewide 25 percent reduction in water use. This executive order helped to further the goals of SBx7 7. To date, Californians have reduced water use by about 25 percent since emergency conservation regulations took effect in June 2015. This continues to meet Governor Brown's 25 percent mandate.

Figure 2-7: SBx7-7 Seeks to Preserve the Waters of the Bay-Delta

Furthermore, the State Water Resources Control Board adopted Resolution No. 2016-0007 on February 2, 2016, which passed an emergency regulation for statewide urban water conservation. The resolution mandates that each urban water supplier whose average July-September 2014 residential-GPCD was 170 or more but less than 215, which applies to Sierra Madre, is required to reduce its total potable water production by 32 percent for each month in comparison to their water use in the same month in

2 - 16 | 2015 URBAN WATER MANAGEMENT PLAN
SECTION 2: WATER DEMAND

Full samples of the 2015 Urban Water Management Plans prepared by SA Associates can be found on the State of California Department of Water Resources website. Please see the links below:

- 2015 UWMP for the City of Torrance:
  https://wuedata.water.ca.gov/public/uwmp_attachments/9494046866/2015_UWMP_TORRANCE_FINAL.pdf
- 2015 UWMP for the City of Santa Monica
  https://wuedata.water.ca.gov/public/uwmp_attachments/7808606803/SANTA%20MONICA%20FINAL%202015%20UWMP%20JUNE%202016%5FRevised%202016%2D09%2D21%2Epdf
- 2015 UWMP for the City of Sierra Madre:
  https://wuedata.water.ca.gov/public/uwmp_attachments/4559125602/Sierra%20Madre%202015%20FINAL%20UWMP%20%28wAppendix%29_2016-06-28.pdf

In preparing the 2020 UMWP for the City, we intend to provide the same level of attention to detail while providing the necessary updates in accordance with the most recent DWR guidelines

The following tables show that the Project Team (as indicated in Section III) has experience in working together on multiple Urban Water Management Plans:

2020 URBAN WATER MANAGEMENT PLANS

Projects	Key Staff				
City/Agency	Shahnawaz Ahmad	Jorge Lovo	Adam Roesch	Phong Tran	John Robinson
Foothill Municipal Water District	√	√	√	√	√
Crescenta Valley Water District	√	√	√	√	√
Lincoln Avenue Water Company	√	√	√	√	√
Rubio Cañon Land and Water Association	√	√	√	√	√
San Gabriel Valley Municipal Water District	√	√	√	√	√
City of Torrance	√	√	√	√	
Valley Water Company	√	√	√	√	√

2015 URBAN WATER MANAGEMENT PLANS

Projects	Key Staff				
City/Agency	Shahnawaz Ahmad	Jorge Lovo	Adam Roesch	Phong Tran	John Robinson
Alhambra	√		√	√	
Azusa	√		√	√	
Crescenta Valley Water District	√		√	√	√
Foothill Municipal Water District	√	√	√	√	√
Glendale	√	√			
Lincoln Avenue Water Company	√		√	√	√
Lomita	√		√	√	
Rubio Cañon Land and Water Association	√		√	√	√
San Gabriel Valley Municipal Water District	√		√	√	√
Santa Monica	√		√	√	
Sierra Madre	√		√	√	
Torrance	√		√	√	
Valley Water Company	√		√	√	√

SECTION V: LIST OF CONTRACTS IN COMPTON

PROJECTS FOR THE CITY OF COMPTON WITHIN THE LAST 5 YEARS

Recycled Water Feasibility Study – John Robinson Consulting, Inc.

Mr. Robinson served as project manager and was responsible for the development of a Recycled Water Feasibility Study. The RWFS included a market assessment, evaluation and identification of future recycled water system infrastructure requirements, alternative analysis with recommended projects and implementation and financing plan. The RWFS evaluated a "no project alternative" as well a supply recycled water from Central Basin MWD, West Basin MWD, a combination of both agencies and a satellite or "scalping" recycled water projects. Mr. Robinson's responsibilities included overall project management, meeting coordination, budget, and RWFS development.

PREVIOUS PROJECTS FOR THE CITY OF COMPTON

Priortized Sewer Improvement

Engineering services for preparation of a Prioritized Sewer Improvement Program for the entire 150 miles of the City's sewer system. The work included identifying sewers that needed to be replaced or rehabilitated, providing recommendations for replacement or rehabilitation of the sewers, preparing preliminary cost estimates for each reach of sewer, and preparing a prioritized sewer improvement program giving the cost and order of priority for each reach of sewer. A report summarizing the recommendations along with a map of the sewer system showing the results of the analysis were also prepared. Approximately one-third of the City's sewer system was identified as requiring replacement and/or rehabilitation at a cost of approximately $24 million.

Sewer Main Design

Plans and specifications for the design of approximately 7,700 feet of 8-inch through 15-inch diameter sewer mains. The project was divided into two phases. The first phase extended along Culver Avenue, Rosecrans Avenue, and Willowbrook Avenue West. Phase II extended along Willowbrook Avenue East from Compton Boulevard to Alondra Boulevard. A jacked casing was provided underneath the right rail of the railroad track at Compton Boulevard. Completed 2000, Construction Cost $800,000.

Undersized Water Line Replacement Report and Hydraulic Network Analysis

This project involved preparation of a report for Undersized Water Line Replacement and Hydraulic Network Analysis for the City's water system. The work included determining the population and water demand projections, evaluating alternative sources of water supply, conducting a computer hydraulic analysis for the water system, delineation of pressure zones, and recommendations for transmission and distribution mains. Estimates of construction costs were also prepared.

Well Water Quality Standards for Three Wells

This project involved investigation of alternative techniques that enabled three wells to meet water quality standards. The extent of the problems of taste, odor, trihalomethanes and other parameters which limited the usability of the wells was determined. The most economical and operationally responsible means of utilizing the wells so that potable water quality standards may be satisfied, were evaluated. Areas of investigation for each well included alternative methods of treatment available to improve the water quality of the well, and selective pumping from specific aquifers of existing wells so as to limit production to higher quality water. Iron and manganese treatment facilities were recommended for one well.

SECTION VI: LIST OF OUTSIDE FUNDING SOURCES OBTAINED

SA Associates has included John Robinson as a subconsultant on our team. He has successfully obtained outside funding sources for a variety of water related projects.

He assisted in obtaining and managing the U.S. Bureau of Reclamation Title XVI funding, State Revolving Fund (SFR) Proposition 50, State Water Resources Control Board (SWRCB) Proposition 13, Department of Water Resources Proposition 84 Rounds 1-3, Metropolitan Water District of Southern California Local Resources Program and Recycled Water Retrofit Pilot Program monies in order to complete the approximately $182 million of recycled water projects for clients in southern California.

Metropolitan Water District of Southern California (MWD) Recycled Water Retrofit, City of Fontana, CA. Mr. Robinson assisted the City obtain over $100,000 of grant funding to convert nine (9) parkways and four (4) parks to recycled water in coordination with **Fontana Water District and California Public Utilities Commission**. Assisted City staff and selected contractor with the recycled water conversion including inspection, preliminary cross connection testing and final cross connection testing.

LRP, Proposition 50, Title XVI and Water SMART, Inland Empire Utilities Agency, CA. Mr. Robinson assisted in obtaining and managing the U.S. Bureau of Reclamation Title XVI funding, State Water Resources Control Board State Revolving Fund linked to Proposition 50, SWRCB Proposition 13 and MWD Local Resources Program monies in order to complete selected projects. Mr. Robinson assisted in completing the coordination **~$85 million** with USBOR, SWRCB, and MWD on the behalf of IEUA including monthly reports, progress deliverables, proposed financial breakdowns, and coordinating field meetings.

La Puente County Valley Water District and San Gabriel Valley Water Company – Mr. Robinson assisted in obtaining Department of Water Resources Proposition84, Round 3 Part A funding at **$0.8M**. Mr. Robinson coordinated with the application consultant, Upper District, LPCVMWD staff and SGVWC staff to develop all sections of the application and complete the review of the application before submittal to the DWR. Mr. Robinson made all the presentation to the Greater Los Angeles Steering Committee for the application. Mr. Robinson was response for the expansion of the Upper San Gabriel Valley Municipal Water District's recycled water system to both LPCVWD and SGVWC. The facilities for these two projects include 15,000 linear feet of pipeline and the recycled water conversion of approximately 130 acre-feet per year to utilize recycled water for irrigation purposes.

The following table presents the Outside Funding Obtained for various agencies:

Agency	Projects	Funding Agency	Value
Grant Application and Post Award Grant Administration Services			
Central Basin Municipal Water District	Title XVI Funding for Recycled Water Program	USBR	$25 million
City of Signal Hill	Proposition 13 – Recycled Water Feasibility Study	SWRCB	$75,000
Crescenta Valley Water District	Proposition 84 – Well No. 2 and Related Facilities Project	SWRCB	$700,000
San Gabriel Valley Municipal Water District	Proposition 13 – Recycled Water Feasibility Study	SWRCB	$75,000
Upper San Gabriel Valley Municipal Water District	Clean Water State Revolving Fund	SWRCB	$27 million
Upper San Gabriel Valley Municipal Water District	Title XVI – Funding for Recycled Water Program	USBR	$25 million
Upper San Gabriel Valley Municipal Water District	Proposition 84, Drought Round – Rose Hills Expansion, South El Monte Recycled Water Project; La Puente Valley County Water District Recycled Water Project	DWR	$4 million
West Basin Municipal Water District	Title XVI Funding for Recycled Water Program	USBR	$25 million
		Subtotal	**$106.9 million**
Grant Application Services Only			
Central Basin Municipal Water District	Proposition 1 – Recycled Water Conversion Projects for Disadvantaged Communities within Gateway Water Management Agency	DWR	$4 million
Chino Basin Water Conservation District	WaterSMART – Drought Resiliency Project Grant	USBR	$500,000
Chino Basin Water Conservation District	Stormwater Recharge Pilot Program	MWD	$325,000
Foothill Municipal Water District	Proposition 84 – Recycled Water Satellite Project	SWRCB	$2 million
Inland Empire Utilities Agency	Title XVI Funding for Recycled Water Program	USBR	$80 million
La Puente Valley County Water District	Proposition 84 – Recycled Water Project	SWRCB	$400,000

Long Beach Water Department	WaterSMART - Water and Energy Efficiency Grants	USBR	$1.5 million
Long Beach Water Department	WaterSMART – Drought Resiliency Project Grant	USBR	$2.89 million
		Subtotal	**$87.6 million**

Post Award Grant Administration Services Only

City of Monterey Park	Proposition 84, Round 2 – Centralized Groundwater Treatment Project	SWRCB	$4 million
City of San Fernando	Proposition 84 Grant – Upper Reservoir Replacement Project	DWR	$5 million
Eastern MWD	Perris II Reverse Osmosis Treatment Facility	SWRCB	$22.5 million
Eastern MWD	Perris North Basin Groundwater Program	SWRCB	$44.9 million
West Basin MWD	WaterSMART – Desalination Program	USBR	$103,000
		Subtotal	**$76.5 million**
		TOTAL	**$271 million**

SECTION VII: FIRM'S UNDERSTANDING OF THE CITY'S NEEDS

PROJECT UNDERSTANDING

It is our understanding that the City of Compton (City) is seeking engineering services for the preparation of the 2020 Urban Water Management Plan (UWMP). As mandated by the State of California's Urban Water Management Planning Act, every urban water supplier providing water for municipal purposes to more than 3,000 customers, or supplying more than 3,000 acre-feet (AF) of water annually, is required to prepare and adopt an UWMP containing prescribed requirements. The Plan needs to be periodically reviewed at least once every five years. The 2020 UWMP will be in accordance with the 1983 Urban Water Management Planning Act and subsequent amendments, including the passage of the Water Conservation Act of 2009, SBx7-7 (20%x2020 - Steinberg), by presenting water use target data that reflects the water supplier's standing on achieving the 20x2020 mandate.

An UWMP is required in order for a water supplier to be eligible for State grants and loans and drought assistance. An UWMP is considered to be a foundation document and a source of information for Water Supply Assessments (Senate Bill 610) and Written Verifications of Water Supply (SB 221). In addition, an UWMP may serve as a long-range planning document for water supply, a source of data for development of a regional water plan, and a source document for cities and counties as they prepare their General Plans. These planning documents are linked, and their accuracy and usefulness are interdependent.

As with the 2015 UWMPs, the 2020 UWMPs must have a public notification period of 60 days prior to the public hearing and are to be submitted to the California Department of Water Resources (DWR) by July 1, 2021. Per Senate Bill No. 606, Chapter 14, the deadline for submitting the 2020 UWMP has been revised from December 31, 2020 to July 1, 2021 to allow water suppliers sufficient time to incorporate 2020 reporting data required by the 20x2020 water conservation statute. We have reviewed and become familiar with DWR's Draft 2020 UWMP Guidebook that was released by DWR on September 2, 2020, attended the DWR UWMP Guidebook Public Workshop on September 16, 2020, and have noted all changes from the 2015 UWMP Guidebook. Once the Final 2020 UWMP Guidebook becomes available on DWR's website, we will thoroughly review it and follow the revised guidelines in preparing the City's 2020 UWMP. DWR anticipates releasing the Final 2020 UWMP Guidebook sometime in Fall 2020.

CITY WATER SYSTEM UNDERSTANDING

The City of Compton was incorporated in 1888. The City, also known as the Hub City due to its location in almost the exact center of Los Angeles County, is approximately 10.2 square miles in size. Its water system serves more than 98,000 residents encompassing about 80 percent of the land within the City limits. The remaining 20 percent is served by private water companies, including California Water, L.A. Water, Midland Park Water & Trust, Park Water, Sativa Water, and Southern Cal Water. Currently, the City's water sources include imported water and groundwater. At this time, the City does not serve recycled water within its' service area; however, if the City were to develop a recycled water system, they would do so in conjunction with the Central Basin Municipal Water District (CBMWD), of which the City is a member agency. In 2015, the City obtained nearly 100 percent of its water supply through groundwater production originating from the Los Angeles County Central Subbasin (Central Basin). The City operates and maintains a total of eight (8) active wells for extracting groundwater, 156 miles of water distribution lines, and two (2) reservoir locations (including booster stations) with four (4) 3 million gallon elevated storage tanks. In addition, the City has three (3) treated water interconnections with the Metropolitan Water District (MWD). The City can purchase imported water through MWD, which obtains its water from the Colorado River Aqueduct and the California State Water Project (SWP); however, in 2015, imported surface water from MWD accounted for only 0.2 AF of the City's water supply. Concerning water demand, the total water demand in 2015 was approximately 7,381 AF, almost all of which was provided by the City's own groundwater wells.

Based on our experience on past and current UWMP projects, since the City is a retail supplier, the provisions of SBx7-7 (Water Conservation Act of 2009) apply directly to the City. As shown in the City's 2015 UWMP, we note that the 10-year average baseline (2001-2010) per capita water use average was estimated to be 89 gallons per capita per day (gpcd), while the 5-year (2006-2010) baseline average was estimated to be 84 gpcd*. In DWR's

Guidebook for calculating compliance targets, DWR has granted provisions for agencies like the City with Method 3 (using a minimum 5% reduction from the 5-year baseline OR 5% reduction from the hydrologic region)*. The City is located within the South Coast Hydrologic Region, which has a regional target of 149 gpcd. A 5% reduction (i.e., minimum reduction requirement) from the South Coast Hydrologic Regional Target would be 142 gpcd. Since 5% minimum reduction of its 5-year average Baseline Per Capita Daily Water Use (80 gpcd) is less than 95% of the regional target (142 gpcd), Method 3 was selected for calculating the City's 2015 (115 gpcd)** and 2020 (142 gpcd)** compliance targets.

*Note: Senate Bill X7-7 requires water agencies in the State to achieve a 20% reduction in urban per capita water use by December 31, 2020. The law requires the State (DWR) to make incremental progress towards this goal by reducing per capita water use by at least 10% on or before December 31, 2015. This requirement varies by agency depending on water use efficiency and may be less than a strict 20% reduction, including a minimum 5% reduction from 5-year baseline, a 5% reduction from the hydrologic region target, or no reduction required for agencies with water use less than 100 gpcd.

**Note: SBx7-7 compliance does not include any other water reduction targets enforceable by the State of California, such as executive order B-29-15 signed by Governor Brown and enforced by the State Water Resources Control Board.

KEY UPDATES TO 2020 UWMPS

Per our recent discussions with DWR staff, our participation in DWR's 2020 UWMP workshops, and our review of the Draft 2020 UWMP Guidebook and latest changes to the California Water Code* enacted by Senate Bill No. 606 and Assembly Bill No. 1668, we understand the following to be some of the key updates to the previous UWMPs:

1. Updates to Water Shortage Contingency Plan
   - Shortage contingency section of UWMP to discuss six water shortage levels corresponding to 10, 20, 30, 40, 50, and greater than 50 percent shortages.
   - New standard for indoor water use of 55 gallons per person per day.
2. Enforcements of SBx7-7
   - Agencies must provide a description in the 2020 UWMP how their water use goals of the 20% x 2020 were met. Beginning in 2021, agencies must comply with 2020 goals to be eligible for State funds. An urban retail water supplier's failure to meet those goals will establish a violation of law for purposes of any state administrative or judicial proceeding.
3. Water Losses
   - Agencies must indicate the quantity of water losses, if not already shown in UWMPs, and show whether the agency met the distribution loss standards enacted by the State Water Resources Control Board (SWRCB).
4. Strategic Planning
   - UWMPs to include a description of how much water the agency has on a reliable basis, how much it needs for the foreseeable future, what the agency's strategy is for meeting its water needs, and the challenges facing the agency.
5. Updates to Demand Management Measures (DMMs)
   - Narrative to be included describing the DMMs the supplier plans to use to achieve its water use objective by January 1, 2027.
6. Seismic Risk Assessment
   - UWMPs to include a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities.
7. Five-Year Drought Risk Assessment
   - Drought risk assessment section of UWMP to discuss reliability of each supply source during a drought lasting five consecutive water years. Drought risk assessment also to include considerations of the historical drought hydrology.
8. Climate Change
   - Description of plausible climate change impacts on projected supplies and demands to be included.
9. Energy Intensity
   - UWMPs must include description of the energy intensity of the water production and delivery system associated with each source of water.

*Note: Further updates and applicable changes to the Water Code will be incorporated upon review of DWR's Final 2020 UWMP Guidebook anticipated to be released in Fall 2020.

PROJECT APPROACH

Due to our past experience, we will prepare the 2020 UWMP in accordance with a work plan we have developed for preparing 2020 UWMPs. This work plan divides the project work into distinct categories, most of which can be performed simultaneously by different project team members to provide greater efficiency and value for the City. These categories are listed below:

1. Collect and Review Available Data from the City.
2. Collect and Review Available Data from Outside Agencies as necessary. Establish Personal Contacts between Agency and the City as necessary.
3. Per SBx7-7, evaluate the 2015 Calculated Baseline Water Use (previous Mid-Term Goals) and 2020 Goals.
4. Evaluate Current Drought conditions, Current 20x2020 Standing, and Impacts of SBx7-7 on the City. Determine Requirements for meeting 2020 Goals*.
5. Prepare Draft and Final UWMP.
6. Assist the City with Advertisement, Public Outreach, Public Hearing, Council Relations (Including Attending Council Meeting).
7. Submit Adopted UWMP to DWR*.

The work involved with categories 1, 2, and 6 involve City staff assistance; however, we will attempt to minimize City staff time involvement for this work in order to create additional value for the City.

*Note: After submittal to DWR, feedback is expected concerning the content of the City's UWMP as it relates to the legal requirements of the Water Code. It is anticipated that DWR may take up to four years to provide feedback on the City's UWMP.

SCOPE OF WORK

The City's RFP provides a typical scope of services for this project. We will provide the services as described in the RFP and as supplemented below:

A. Preliminary Water System Analysis and Data Collection

Work to be performed under this work item shall include, but not be limited to, gathering all data pertinent to the preparation of the 2020 UWMP, reviewing the City's 2015 UWMP, reviewing MWD's 2015 UWMP and 2020 UWMP, conducting a kick-off meeting, establishing internal contacts with City staff, establishing contacts with outside agencies necessary to obtain additional data and assistance as it becomes necessary, and conducting a thorough review of all data received as it relates to the UWMP requirements. A brief technical memorandum will be prepared summarizing the review of the data collected and additional information needed. **Due to the current COVID-19 pandemic and the uncertainty of when social distancing regulations will be lifted, it is anticipated that all meetings shall be virtual.**

B. Coordination with the City, Metropolitan Water District (MWD), the Public, and Outside Agencies

Under this work item, we will assist the City in developing a public outreach program complying with the requirements of the Water Code §10642 and §10644. We will develop a list of the agencies with which the City is required to coordinate preparation of its UWMP. The type of coordination will include, but not be limited to, data/information exchange and review, participation in plan development, comment on the plan, contact for assistance, meetings (as required), received copy of draft and final report, and sent notice of UWMP update, public hearing, and adoption. We will coordinate with MWD exchanging information (i.e., supply and demand, population projections, etc.) in order for MWD to update the region's water supply estimates and to allow for regional consistency among all the 2020 UWMPs being prepared. In the 2020 UWMP, we will include a summary and documentation of public outreach and coordination with agencies (i.e., documentation that the City has provided 60-day notification letters to encourage agencies to participate in the UWMP preparation process). We will also assist the City in drafting the coordination letters and notices for the public hearing as required by the Water Code §10621(b), §10620(d), and §10642.

C. Preparation of Draft Urban Water Management Plan/Progress Meetings with the City

This work item shall include the preparation of the 2020 UWMP per the latest requirements, and shall include the following content:

1. Describe the service area of the City. Include current and projected population in five-year increments over a 20-year period. This data will be provided by the City. The population forecast will utilize the DWR Population Tool included in the latest UWMP guidelines.

2. Identify and quantify the existing and planned sources of water available to the City over the same five-year increments as in Task C1 above.

3. Describe the groundwater basin from which the City extracts groundwater, and provide information such as the static pumping levels, water quality, extraction rate, total storage, and recharge. This data will be provided by the City.

4. Describe the reliability of the water supply and vulnerability to seasonal or climatic shortages, and provide data for an average water year, a single dry water year, and multiple dry water years.

5. Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.

6. Quantify past, current, and projected water use over the same five-year increments as in Task C1, and identify the uses among water use sectors, including:

   a. Single-family residences
   b. Multifamily
   c. Commercial
   d. Industrial
   e. Institutional and governmental
   f. Landscape
   g. Sales to other agencies
   h. Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination
   i. Agricultural

7. Describe the City's water demand management measures (DMMs). This description will include:

   a. A description of the planned efforts of the water agency in implementing each of the following DMM categories:

      (1) Water Waste Prevention Ordinances
      (2) Metering
      (3) Conservation Pricing
      (4) Public Education & Outreach
      (5) Programs to assess and manage distribution system real loss
      (6) Water conservation program coordination and staffing support
      (7) Other DMMs

   b. A schedule of implementation for all water demand management measures proposed or described in the Plan.

   c. A description of the methods that the City will use to evaluate the effectiveness of water demand management measures implemented or described under the Plan.

   d. An estimate, if available, of existing conservation savings on water use within the City's service area, and the effect of such savings on the City's ability to further reduce demand.

e. Water Losses

(1) Indicate the quantity of water losses, if not already shown in UWMP, using American Water Works Association (AWWA) calculation method, and show whether the City met the distribution loss standards enacted by the SWRCB.

(2) Assist the City with the distribution system water loss audit report and submit to DWR along with the 2020 UWMP.

8. Evaluate each water demand management measure that is not currently being implemented or scheduled for implementation. In the course of the evaluation, first consideration will be given to water demand management measures, or combination of measures, that offer lower incremental costs than expanded or additional water supplies. This evaluation shall do the following:

a. Take into account economic and non-economic factors, including environmental, social, health, customer impact, and technological factors.

b. Include a cost-benefit analysis, identifying total benefits and total costs.

c. Include a description of funding available to implement any planned water supply project that would provide water at a higher unit cost.

d. Include a description of the City's legal authority to implement the measure and efforts to work with other relevant agencies to ensure the implementation of the measure and to share the cost of implementation.

9. Prepare a detailed description of expected future projects and programs, other than the demand management programs, that the City may implement to increase the amount of the water supply available to the City in average, single-dry, and multiple dry water years.

10. Describe the opportunities for development of desalinated water, including ocean water, brackish water, and ground water, as a long-term supply.

11. Provide the wholesale agency, MWD, with water use projections in five-year increments to 20 years or as far as data is available.

12. Prepare an Urban Water Shortage Contingency analysis, which includes the following elements:

a. Stages of action to be undertaken in response to water supply shortages, including up to greater than 50 percent reduction in water supply, and an outline of specific water supply conditions that are applicable to each stage.

b. An estimate of the minimum water supply available during each of the next five water years based on the driest five-year historic sequence for water supply.

c. Actions to be undertaken to prepare for, and implement during, a catastrophic interruption of water supplies, including a regional power outage, an earthquake, or other disaster.

d. Additional mandatory prohibitions against specific water use practices during water shortages, including prohibiting the use of potable water for street cleaning.

e. Consumption reduction methods in the most restrictive stages.

f. Penalties or charges for excessive use.

g. The revenue and expenditure impacts, and proposed measures to overcome those impacts.

h. A draft water shortage contingency resolution or ordinance.

i. A mechanism for determining actual reductions in water use pursuant to the urban water shortage contingency analysis.

13. Evaluate how the City met the requirements of SBx7-7 to achieve a 20% reduction in urban per capita water use by December 31, 2020.

14. Provide information, to the extent available, on recycled water and its potential for use as a water source in the City's service area. Information in this recycled water plan may include the recycled

water quality impact, projected use and future demand, and planned programs to encourage consumers about the use of recycled water.

15. Include information, to the extent practicable, relating to the quality of existing sources of water available to the City over five-year increments over the next 20 years and the manner in which water quality affects water management strategies and supply reliability.

16. Provide an assessment of the reliability of the City's water service, which will include an assessment of the reliability of the City's water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment will compare the total water supply sources available to the City with the total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and multiple dry water years.

17. Provide a climate change vulnerability assessment describing how the City will address the impacts of climate change in their water supplies and demands.

18. Include, to the extent available, an estimate of the amount of energy used for the following:

    a. To extract or divert water supplies;
    b. To convey water supplies to the water treatment plants or distribution system;
    c. To treat water supplies;
    d. To distribute water supplies through its distribution systems;
    e. For treated water supplies in comparison to the amount used for nontreated water supplies;
    f. To place water into or withdraw from storage; and
    g. Any other energy-related information deemed appropriate

19. Include a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities. According to the Water Code, an agency may comply with this requirement by submitting a copy of their most recent adopted local hazard mitigation plan or multi-hazard mitigation plan to address seismic risk*. Work to be performed under this work item does not include development of said mitigation plan.

    *Note: During our recent coordination with DWR staff, Julia Ekstrom, who is DWR's Senior Environmental Scientist Supervisor, informed us that water suppliers do not need to prepare their own seismic risk assessment, local hazard, or multi-hazard mitigation plans in order to comply with the 2020 UWMP submittal requirements. If a water supplier does not have one of the three mitigation plans mentioned above, they may instead refer to the already developed hazard mitigation plan from their local land planning authority/county and include a write up in the UWMP describing their own measures to mitigate seismic risks or a timeline for developing such measures.

20. Prepare a report outlining the findings, conclusions, and recommended actions pursuant to the Urban Water Management Planning Act. Ten (10) hard copies and electronic copies (PDF and Word) of the Draft UWMP will be submitted to the City for review. Ten (10) hard copies and electronic copies (PDF and Word) of the Final UWMP, incorporating the City's comments, will be submitted to the City.

21. Conduct progress review meetings with City staff at the draft and final draft completion levels. Biweekly project updates via email will be conducted with City staff to discuss schedule, budget, and any issues with the project. We will also conduct four (4) monthly progress meetings with City staff during the preparation of the draft and final draft. It is assumed monthly progress meetings will be combined with progress review meetings occurring in the same month. Any additional meetings shall be held at the City's request. **It is anticipated that all meetings shall be virtual.**

D. Finalization of UWMP/Coordination with Public/Submission to Department of Water Resources

Work to be performed under this work item shall include, but not be limited to, submission of the final UWMP to City staff, providing assistance to City staff in conducting one (1) presentation to the City Council

and the public at a public hearing, attending said public hearing, and providing assistance to City staff for the adoption of the 2020 UWMP. Once the 2020 UWMP is adopted, we will provide assistance in submitting the approved plan to DWR and entering water use data using the DWR Water Use Efficiency Data Tool (WUEdata).

CITY FURNISHED SERVICES

It is assumed that the City will be responsible for collecting, providing, and organizing the following data into a format useable by the Consultant:

Service Area 1. Official Service Area Boundaries 2. Pending or Future Updates to Service Area Boundaries	**Water Conservation (SBx7-7/Other)** 1. SBx7-7 Targets: 2020 2. Water Conservation Resolutions/Ordinances
Water Supply Facilities/Locations of Interest 1. Wells 2. Surface Water 3. Imported Supply Interconnections 4. Emergency Supply Interconnections 5. Recycled Water (if applicable) 6. Reservoirs 7. Pending or Future Updates to Water Supply Facilities	**Energy Intensity** Provide energy used: 1. to extract/divert water supplies 2. to convey water supplies 3. to treat water supplies 4. to distribute water supplies 5. to place into or withdraw from storage 6. for treated water vs. nontreated water supplies 7. Other energy-related information
Detailed Data 1. Imported water received 2. Groundwater Production 3. Alternate Water Sources (i.e., recycled, grey water) 4. Miscellaneous Data/Maps, etc. 5. Photographs (to be included in 2020 UWMP)	**Water Demands** 1. Residential/Commercial/Industrial 2. High-Demand Customers / Unique Demand Characteristics 3. Pending or Future Updates to Water Demands
Water Losses 1. Quantity of distribution system water losses	**Demand Management Measures (DMMs)** 1. List of DMMs implemented by the City
Seismic Risk Assessment 1. Seismic Risk Assessment and Mitigation Plan 2. Local Hazard Mitigation Plan or Multi-Hazard Mitigation Plan	

QUALITY CONTROL METHODS

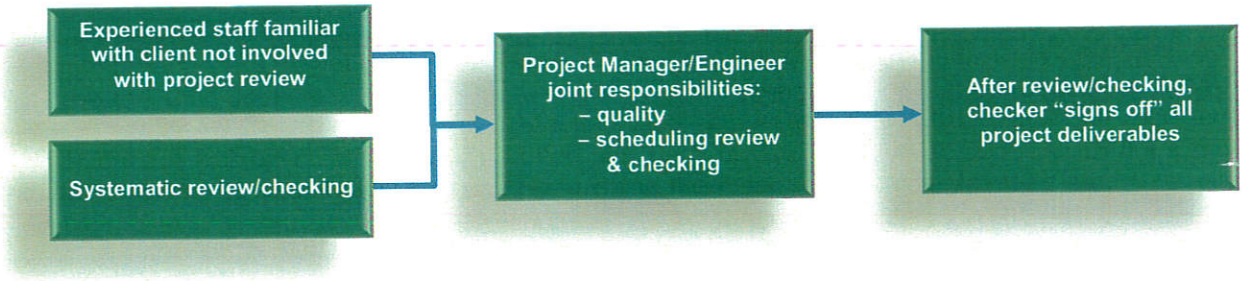
For this project, we have designated a Quality Control position who will thoroughly review internal drafts of the 2020 UWMP. In addition, we utilize computerized Quality Control methods by using Adobe PDF software as opposed to hard copies to check for formatting and marginal errors normally detected after printing has taken place in order to avoid internal paper waste (i.e., being "green").

Our goal is to present our clients with a superior 2020 UWMP product and responsive service. To accomplish this, we apply a sound company policy which emphasizes technical strength, professional conduct, efficiency, and communication. We will accomplish our Quality Assurance goals by adhering to review and checking procedures that correspond to our basic philosophy on quality assurance.

Our basic philosophy is described on the following page.

- The review and checking procedure must be a systematic approach with sufficient flexibility to be workable with a wide variety of projects. The timing and level of review must be consistent with project needs.

- Responsibility for the quality of the final product rests jointly with the Project Manager/Engineer and the QA/QC reviewer.
- Responsibility for scheduling review and checking rests with the Project Manager/Engineer.
- All project deliverables must be reviewed by an experienced individual not directly involved in the project, although general familiarity with the project and the client would be desirable.
- All project deliverables must be "signed off" by the checker following review and/or checking.



The Project Manager will conduct monthly progress meetings with City staff (videoconferencing) to review project status. We will frequently check with the Department of Water Resources for any changes or updates to UWMP requirements, and we will utilize any such information to complete the UWMP. Overall project management will ensure all project tasks are completed and are within the budget and schedule.

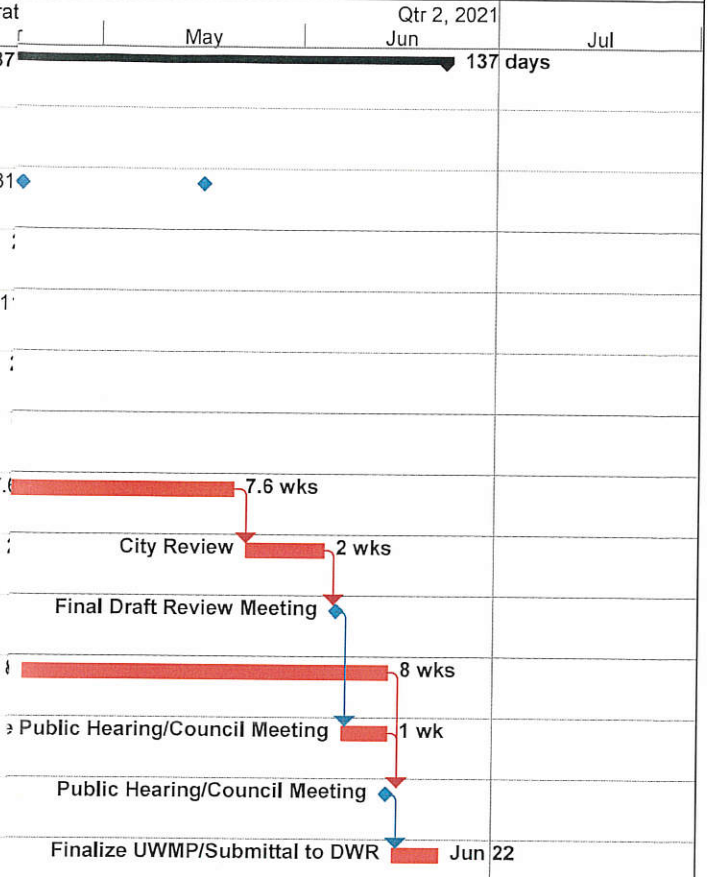
PROJECT SCHEDULE

The project start date of December 14, 2020 shown in our project schedule assumes the full execution of all contracts by the City Council in mid-December 2020 (with an Award of Contract on December 8, 2020 as mentioned in the RFP). If the Notice to Proceed is issued at a different date, we will update our schedule accordingly once a kick-off meeting date has been set. Per the California Water Code, all UWMPs must be submitted to DWR no later than July 1, 2021. By finishing the Final Draft by mid-May 2021, the City will have sufficient time to hold the necessary meetings and adopt the plan before preparing a submittal to DWR.

We have included our project schedule in MS Project format for the preparation of the City's 2020 UWMP on the following page. The dates shown on our project schedule assume the City is submitting their UWMP near the final due date established by the State. For this reason, our schedule may be expedited to provide the City with more sufficient time to prepare the submittal to DWR.

SA ASSOCIATES

ID	Task Name	Durat
1	**Preparation of 2020 UWMP**	137
2	Kick-Off Meeting	
3	Montly Progress Meetings	81
4	Data Collection/Analysis	
5	Prepare & Submit Draft UWMP	1
6	City Review	
7	Draft Review Meeting	
8	Prepare & Submit Final Draft UWMP	7.6
9	City Review	
10	Final Draft Review Meeting	
11	60 Calendar Day Public Hearing Notification	
12	Coordinate Public Hearing/Council Meeting	
13	Public Hearing/Council Meeting (Presentation/Adoption)	
14	Finalize UWMP/Submittal to DWR	



SECTION VIII: LIMIT OF GENERAL LIABILITY AND PROFESSIONAL LIABILITY INSURANCE

SA Associates is able to provide the coverage and minimum limits indicated in the RFP, Professional Services Agreement, Item 11: Insurance. We currently carry Commercial General Liability Insurance, Automobile Liability, Worker's Compensation and Professional Liability coverage. Upon selection we will furnish he City of Compton with a certificate of insurance and endorsement to the City.

SECTION IX: NAME AND QUALIFICATIONS OF SUBCONTRACTORS

QA/QC AND FUNDING OPPORTUNITIES

John Robinson Consulting, Inc.
1055 E. Colorado Blvd. Suite 500
Pasadena, CA 91106
Contact: John Robinson
Phone: 626.375.9389
E-Mail: jrobinson@johnrobinsonconsulting.com

Status: Small Business Enterprise
City or Business License: Pasadena, CA

John Robinson Consulting, Inc.: John Robinson Consulting, Inc. (JR Consulting) firm was established in May 2013 as an S Corporation and is certified as a Small Business Enterprise (SBE) by the Metropolitan Water District of Southern California. John Robinson is the only personnel of the firm.

Mr. Robinson served as project manager and was responsible for the development of a Recycled Water Feasibility Study. The RWFS included a market assessment, evaluation and identification of future recycled water system infrastructure requirements, alternative analysis with recommended projects and implementation and financing plan. The RWFS evaluated a "no project alternative" as well a supply recycled water from Central Basin MWD, West Basin MWD, a combination of both agencies and a satellite or "scalping" recycled water projects. Mr. Robinson's responsibilities included overall project management, meeting coordination, budget, and RWFS development.

SA Associates has worked with John Robinson Consulting for over 15 years.

Mr. Robinson's detailed project experience is in Section III: Qualifications of Persons to be Assigned to Compton and his funding experience can be found in Section VI: List of Outside Funding Obtained.

SECTION X: GENERAL COMPANY INFORMATION

FIRM OVERVIEW

SA Associates was established in May, 1989 as a principal-owned engineering firm. SA Associates is a California Corporation and "SA Associates" is our full legal name. SA Associates services cover a broad spectrum of engineering from investigation and feasibility reports to design, construction administration, and construction observation. The firm provides complete civil engineering services for municipalities, public and private water agencies, sanitary districts, and flood control districts. Our main fields of specialty are water supply projects, wastewater facilities projects, construction management & inspection services, civil engineering, feasibility studies, flood control and draining projects, and surveying services.

As mentioned in our cover letter we are currently preparing Urban Water Management Plans for the Foothill Municipal Water District and its five member agencies in addition to the City of Torrance, and San Gabriel Valley Municipal Water District.

SA Associates' experience was gained through providing these services to several cities and agencies in the greater Los Angeles area throughout the past 30 years. All of SA Associates completed (or currently ongoing) projects are for public agencies. We have successfully completed all our projects. Our team of engineers and professionals are aware of the requirements of most public agencies and are familiar with public procedures. SA Associates has extensive experience in design of civil engineering projects including sewer, water, storm drains, and streets.

SA Associates is in stable financial condition. Our Federal Tax ID No. is 20-8379983. Our firm has not had any failures or refusals to complete a contract.

The following is a list of selected clients SA Associates has worked with:

Partial Client List - SA Associates			
City of Alhambra	City of Glendale	City of Norwalk	CA Dept. of Corrections
City of Anaheim	City of Glendora	City of Pasadena	Central Basin MWD
City of Arcadia	City of Hawaiian Gardens	City of Pico Rivera	Crescenta Valley WD
City of Azusa	City of Hermosa Beach	City of Pomona	East Pasadena Water Co.
City of Baldwin Park	City of Huntington Park	City of Rialto	Elsinore Valley MWD
City of Beverly Hills	City of Inglewood	City of Riverside	Foothill Municipal WD
City of Burbank	City of Irvine	City of San Bernardino	Irvine Ranch WD
City of Carson	City of Irwindale	City of San Fernando	Kinneloa Irrigation Dist.
City of Cerritos	City of La Habra	City of San Dimas	LA Co. Parks & Rec.
City of Chino	City of La Palma	City of Santa Monica	LA Co. Public Works
City of Chino Hills	City of La Verne	City of Sierra Madre	LA Co. Comm. Dev.
City of Colton	City of Loma Linda	City of Simi Valley	Lincoln Ave. Water Co.
City of Commerce	City of Lomita	City of South Gate	Long Beach Water Dept.
City of Compton	City of Lynwood	City of South Pasadena	Mesa Water District
City of Covina	City of Manhattan Beach	City of Thousand Oaks	Rubio Canon Land/Water
City of Cypress	City of Mission Viejo	City of Torrance	San Diego Co. Water Auth
City of Diamond Bar	City of Monterey Park	City of Tustin	Valley Water Company
City of Duarte	City of Moreno Valley	City of Whittier	Veolia Water Operations
City of El Monte	City of Murrieta	City of Yucaipa	West Basin MWD

KEY PERSONNEL

SA Associates has overseen the preparation of over 35 UWMPs since 1990. Our current experience also benefits your City as we are familiar with the changes to the water code (SB7x7, AB1668, and SB606) and how it relates to the preparation of 2020 UWMPs. **We prepared fourteen 2015 UWMPS. DWR had no significant comments on the 2015 UWMPs we prepared in terms of submittal/reporting requirements**. We are currently preparing five UWMPS for 2020 and were recently awarded the 2020 UWMP for the San Gabriel Valley Municipal Water District as well as Torrance.

Our team composed of SA Associates (Shahnawaz Ahmad, Jorge Lovo, Adam Roesch, Phong Tran) supplemented by subconsultant firm John Robinson Consulting, Inc., form a well-rounded experienced team for the City of Banning's project. As a team we have or are working together on the City of Torrance UWMP, as well as the projects mentioned in the previous paragraph for the Foothill Municipal Water District.

Individual team members bring experience ranging from 7 to over 25 years specifically in water projects, design, construction management, research and of course UWMPs. Specific role assignments and detailed project experience are in Section III of this submittal.

Below is a summary:

Shahnawaz Ahmad, PE, QSD – Project Manager and primary contact for the City of Inglewood.

Mr. Ahmad established SA Associates in 1989. He is actively involved in projects and brings over 40 years of experience the majority in water related projects. He has personally directed over 35 UWMPs since 1990.

Jorge Lovo, PE, LEED GA, QSD/QSP – Engineer

Mr. Lovo has 16 years experience and currently focuses on water related projects such as water, wastewater, recycled water, storm water, and facilities which include conveyance, water quality and treatment, pump stations and storage.

Adam Roesch, EIT, CPSWQ, QSD/QSP – Engineer

Mr. Roesch has 9 years experience on environmental engineering, water quality, water mains, wells, storm water and street infrastructure projects. He is involved in our recent UWMPs.

Phong Tran – Engineer

Mr. Tran has worked with key team members and brings 7 years of experience on a range of projects including UWMPs ,Risk and Resilience Plans (RRA), Emergency Response Plans (ERP), water mains, wells, storm water and street projects.

John Robinson, EIT – Subconsultant QA/QC and Funding Opportunities

John Robinson has more than 25 years of experience in engineering consulting, project leadership project management and construction management. He assisted in obtaining and managing the U.S. Bureau of Reclamation Title XVI funding, State Revolving Fund (SFR) Proposition 50, State Water Resources Control Board (SWRCB) Proposition 13, Department of Water Resources Proposition 84 Rounds 1-3, Metropolitan Water District of Southern California Local Resources Program and Recycled Water Retrofit Pilot Program monies in order to complete the approximately $182 million of recycled water projects for clients in southern California.
Mr. Robinson has worked with SA Associates over 15 years.

FEE PROPOSAL

URBAN WATER MANAGEMENT PLAN 2020 UPDATE

FEE ESTIMATE

TASK No.	ITEM	PM	Engr.	QA/QC	Sec.	TOTAL HRS	TOTAL $
PREPARE 2020 UWMP							
Internal City Work: Data Collection, Review, & Report Preparation							
1	Data Collection/Analysis/Memorandum	2	16	0	1	19	$2,928
2	Prepare & Submit 1st Draft UWMP for City Staff Review	9	58	12	8	87	$13,724
3	Prepare & Submit "FINAL" Draft UWMP for Public Hearing/Adoption	5	28	6	8	47	$7,174
4	Finalize UWMP, Submit to DWR, Input Data to DWR WUEdata Tool	2	16	3	2	23	$3,601
Subtotal		**18**	**118**	**21**	**19**	**176**	**$27,427**
Coordination, Meetings, Customer Relations, Public Outreach							
1	Kick-Off Mtg (virtual) & Minutes	2	5	2	1	10	$1,668
2	Progress/Review Meetings (2 virtual)	3	9	3	2	17	$2,771
3	Monthly Progress Meetings (4 virtual)	4	12	4	4	24	$3,812
4	Council Meeting (Public Hearing/Adoption)	3	3	0	0	6	$1,110
5	Miscellaneous Coordination with Outside Agencies, Public, etc.	1	8	0	2	11	$1,596
Subtotal		**13**	**37**	**9**	**9**	**68**	**$10,957**
Direct Costs (printing, reproduction, mileage, etc.)							$616
TOTAL NOT-TO-EXCEED LUMP-SUM FOR ALL TASKS		**31**	**155**	**30**	**28**	**244**	**$39,000**
Minimum Hours for Each City Visit		4	4	0	0	8	

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Position	Hourly Rates
Project Manager	$220.00
Engineer (Regular Time)	$150.00
Engineer (Overtime)	$225.00
Quality Assurance/Quality Control	$195.00
Secretary	$ 88.00

Reimbursable In-House Costs

Photo Copies	$ 0.15/each
Blueprints	$ 0.50/S.F.
Vehicle mileage, between engineer's office and project site and/or client offices, will be billed at	$ 0.62/mile

Other Reimbursables

Reproduction, special photograph, printing, and any other services performed by subcontractor will be billed at	cost + 15%
Postage Delivery Service, Express Mail	cost + 15%

NOTE: All rates listed above are effective to December 31, 2021 (minimum of one (1) year from contract commencement date).

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
SA ASSOCIATES

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 **SA ASSOCIATES** (hereinafter referred to as **"CONSULTANT"**), located at 1130 West Huntington Drive, Unit 12, Arcadia, California 91007.

RECITALS:

WHEREAS, the City of Compton's water system serves approximately eighty percent (80%) of the land within City limits. The remaining twenty percent (20%) is served by private water companies. Currently, the City's water sources include imported water and groundwater; and

WHEREAS, as mandated by the California Urban Water Management Planning Act ("UWMP"), every urban water supplier providing water for municipal purposes to more than 3,000 customers, or supplying more than 3,000 acre-feet ("AF") of water annually, is required to prepare and adopt an UWMP containing prescribed requirements. The Plan must be periodically reviewed at least once every five (5) years; and

WHEREAS, the Compton Municipal Water Department ("Department") is an urban water supplier, and as such is required to comply with the UWMP, its subsequent amendments and the Water Conservation Act of 2009; and

WHEREAS, it has determined that preparation of the 2020 Urban Water Management Plan update requires the assistance and services of an qualified and experienced engineering, thus on February _____, 2021, the City Council adopted Resolution No. _____, which authorized the City Manager to enter into a professional services agreement with SA Associates ("Consultant") for preparation of the 2020 Urban Water Management Plan update; and

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

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

NOW, THEREFORE, Consultant and City (individually the "Party" and collectively the "Parties")**,** for the consideration, terms and conditions herein described, mutually agree as follows:

1. **Services to be rendered by Consultant.** It is the mutual understanding of the Parties that the Consultant shall perform and be responsible for providing professional assistance to the City in preparing the 2020 Urban Water Management Plan update. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

Task: Internal City Work – Data Collection, Review and Report Preparation:

- Data Collection/Analysis/Memorandum -- ($2,928)
- Prepare & Submit 1st Draft Urban Water Management Plan ("UWMP") for City Review -- ($13,724)
- Prepare & Submit "Final" Draft UWMP for Public Hearing/Adoption -- ($7,174)
- Finalize UWMP, Submit to California Department of Water Resources ("DWR"), Input Data to DWR WUEdata Tool -- ($3,601)

Task: Coordination, Meetings, Customer Relations, Public Outreach:

- Kick-Off Meeting (virtual) & Minutes -- ($1,668)
- Progress/Review Meeting (2 virtual) -- ($2,771)
- Monthly Progress Meetings (4 virtual) -- ($3,812)
- Council Meetings (Public Hearing/Adoption) -- ($1,110)
- Miscellaneous Coordination with Outside Agencies, Public, etc. -- ($1,596)

- Direct Costs (printing, reproduction, mileage, etc.) -- ($616)

As further described/specified in the **City's "Request for Proposals for Urban Water Management 2020 Update"** and **Consultant's "Proposal for Urban Water Management 2020 Update",** dated October 29, 2020, both of which are incorporated herein.

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

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

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

Shahnawaz Ahmad, P.E., President of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. **Duration of Contract.** The Consultant shall commence the services provided for herein upon Notification to Proceed from the City to Consultant and continue in a diligent and professional manner until the agreed services are completed, unless this Agreement is terminated as provided herein. The Consultant acknowledges that the 2020 Urban Water Management Plan update must be submitted to the California Department of Water Resources no later than July 1, 2021, and agrees to meet that deadline, unless delay is caused by actions of the City or conditions beyond its control.

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

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

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

3. Compensation. The method of payment for this Contract will be on a fee-for-services basis as specified above in **Section 1** and within Consultant's **"Proposal – Fee Schedule,"** which is incorporated herein. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City.

It is understood and agreed between the Parties that the maximum compensation authorized for the services provided by the Consultant during the term of this Agreement shall be limited to a not-to-exceed amount of **Thirty Nine Thousand Dollars ($39,000.00),** unless otherwise authorized by the City Council.

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

Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **General Manager** of the **Compton Municipal Water Department,** at the following address: City of Compton, 205 South Willowbrook Avenue, Compton, California 90220. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

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

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

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

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

The payment(s) made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

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

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

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following:

employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the Consultant's non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

8. Subcontracting. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

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

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

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

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

coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

10.1 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.

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

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

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

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

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

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

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

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

15. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and five (5) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

The City's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the City's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the City Council does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

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

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

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

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

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

c. does not have a proposed debarment pending; and

d. has not been indicted, convicted, or had a civil judgment rendered against him/her/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract

under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and

e. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and

f. have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

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

[Supply exceptions on separate page]

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

[Attach separate page]

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.

_____ _____
Shahnawaz Ahmad, P.E., President (Date)
SA Associates

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

20. 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.

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

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

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

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

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

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

To Consultant:	**SA Associates** **1130 West Huntington Drive, Unit 12** **Arcadia, California 91007** **Attn: Shahnawaz Ahmad, P.E., President** **(626) 821-3456** **(626) 445-1461**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: General Manager, Compton Municipal Water Department** **(310) 605-5585** **(310) 605- – fax.**

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

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

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

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

SA ASSOCIATES/CONSULTANT

Dated: _____ **By _____**
Shahnawaz Ahmad, P.E., President

CITY OF COMPTON

Approved by:

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

Approved as to form:

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

ATTEST:

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

February 9, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **COMPTON MUNICIPAL WATER DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF DUTHIE POWER SERVICES AND ISSUE A PURCHASE ORDER FOR THE SUPPLY AND DELIVERY OF TWO (2) PORTABLE TRAILER-MOUNTED TOWABLE DIESEL GENERATORS ($260,213.68)**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to accept the bid of Duthie Power Services to supply and deliver two (2) Portable Trailer-Mounted Towable Diesel Generators to the Compton Municipal Water Department and issue a purchase order in the amount of Two Hundred Sixty Thousand Two Hundred Thirteen Dollars and Sixty-Eight Cents ($260,213.68).

BACKGROUND

In efforts to supply potable water to its customers, the City, through the Compton Municipal Water Department ("Department") operates and maintains a total of eight (8) active wells for extracting groundwater, 156 miles of water distribution lines and two (2) reservoir locations (including booster stations) with four (4) 3 million gallon elevated storage tanks. Additionally, the City has three (3) treated water interconnections with the Metropolitan Water District ("MWD").

In order to meet system demands during potential power outages, it is prudent to have generators to power the wells. The wells are of varying horsepower, so different sizes of generators are required. Portable towable generators will be able to be utilized at multiple well sites in the event of a power outage, flood, or any other natural disaster that would warrant the loss of electrical power at the well sites. Utilizing a back-up generator would protect the water supply and the health and safety of residents.

STATEMENT OF ISSUE

The Department solicited bids on September 23, 2020 from qualified companies to supply, register, and deliver: (a) one (1) portable, trailer-mounted, towable diesel generator, 100 kW/125 kVA rating; and (b) one (1) portable, trailer-mounted, towable diesel generator, 250 kW/312 kVA rating.

On October 29, 2020, only one (1) bid was received from the following vendor: Duthie Power Services ("Duthie") at a cost of $260,213.68.

Duthie's bid will supply/deliver to the Department one (1) 2019/2020 Portable Trailer-Mounted 100kW/125kVA Diesel Generator ($94,672.37) and one (1) 2019/2020 Portable Trailer-Mounted 250kW/312kVA Diesel Generator ($153,441.31). Additionally, Duthie shall provide for registration of the equipment with the California Departments of Motor Vehicles and Air Resources Board, and provide startup and training to Department staff.

On review of Duthie's bid, staff believes it to be responsive, reasonable and meets the needs of the City and recommend Council approve the purchase of the needed equipment from this vendor.

FINANCIAL IMPACT

Funds in the amount of Two Hundred Sixty Thousand Two Hundred Thirteen Dollars and Sixty-Eight Cents ($260,213.68) are available in the Department's Fund Balance Reserve Account Number 5003-880REV-000-4249.

RECOMMENDATION

Staff recommends 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 AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF DUTHIE POWER SERVICES AND ISSUE A PURCHASE ORDER FOR THE SUPPLY AND DELIVERY OF TWO (2) PORTABLE TRAILER-MOUNTED TOWABLE DIESEL GENERATORS ($260,213.68)

WHEREAS, in efforts to supply potable water to its customers, the City, through the Compton Municipal Water Department ("Department") operates and maintains a total of eight (8) active wells for extracting groundwater, 156 miles of water distribution lines and two (2) reservoir locations (including booster stations) with four (4) 3 million gallon elevated storage tanks. Additionally, the City has three (3) treated water interconnections with the Metropolitan Water District ("MWD"); and

WHEREAS, in order to meet system demands during potential power outages, it is prudent to have generators to power the wells and portable towable generators will be able to be utilized at multiple well sites in the event of a power outage, flood, or any other natural disaster that would warrant the loss of electrical power at the well sites; and

WHEREAS, the Department solicited bids on September 23, 2020 from qualified companies to supply, register, and deliver: (a) one (1) portable, trailer-mounted, towable diesel generator, 100 kW/125 kVA rating; and (b) one (1) portable, trailer-mounted, towable diesel generator, 250 kW/312 kVA rating; and

WHEREAS, on October 29, 2020, only one (1) bid was received from the following vendor: Duthie Power Services ("Duthie") at a cost of $260,213.68; and

WHEREAS, on review of Duthie's bid, staff believes it to be responsive, reasonable and meets the needs of the City and recommend Council approve the purchase of the needed equipment from this vendor; and

WHEREAS, funds for this expenditure are available in the Department's 2020-2021 Fiscal Year budget.

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

SECTION 1. That the City Manager is hereby authorized to accept the bid of Duthie Power Services for the supply, registration, and delivery of two (2) Portable Trailer-Mounted Towable Diesel Generators in the amount of $260,213.68.

SECTION 2. That a purchase order in the amount of $260,213.68 is hereby authorized to be issued to Duthie Power Services.

SECTION 3. That funds for this expenditure in the amount of $260,213.68 are available in the Compton Municipal Water Department's Fund Balance Reserve Account Number 5000-000-000-2710.

SECTION 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Compton Municipal Water Department.

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

ADOPTED this _____ day of _____, 2021.

_____

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 _____, 2021.

That said Resolution was adopted by the following vote:

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

_____
CITY CLERK OF THE CITY OF COMPTON

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 : October 29, 2020

PROJECT: NIB: For Supply, Registration and Delivery of Two New Diesel Generators per Specs

PROJECT MANAGER/CONTACT PERSON: Brian Dickinson

COMPANY	BOND INCLUDED	PRICE	RECEIVED
Duthie Power Services	10% of Bid Amount	$260,213.68	10-29-2020@ 9:25am T.C.

SUBJECT: **NOTICE INVITING BIDS (NIB) FOR SUPPLY, REGISTRATION AND DELIVERY OF TWO NEW PORTABLE DIESEL GENERATORS PER SPECS.**

Dear Responding Contractor:

The City of Compton is requesting bids from qualified companies to supply, register and deliver one new portable towable generator as per specifications.

To be considered responsive to the NIB requirements, Companies must submit a bid indicating their knowledge and experience related to the services being sought. If you have any questions, please contact Mr. Brian A. Dickinson, General Manager by phone at 310-605-5555 or by email at bdickinson@comptoncity.org

In order for your bid to be considered, submit four (4) copies marked "Supply, Registration and Delivery of Two Portable Trailer Mounted Towable Diesel Generators Project" to:

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

Submission Deadline: **October 29, 2020 at 10:00 a.m.**

Sincerely,

Brian A. Dickinson
General Manager – Water Department

PART I - BIDDING AND CONTRACTUAL DOCUMENTS

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

NOTICE INVITING BIDS

SUPPLY, REGISTRATION AND DELIVERY OF TWO NEW PORTABLE TOWABLE DIESEL GENERATORS PROJECT

A-1 NOTICE

Notice is hereby given that sealed bids will be received by the City of Compton, hereinafter referred to as City, Owner, for furnishing all labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore, as provided in the Contract Documents, for supply, registration and delivery of two (2) new portable towable trailer mounted diesel generators, in strict accordance with the specifications provided by the City Water Department of the City of Compton at: 205 S. Willowbrook Avenue Compton, CA 90220; phone number 310-605-5555.

A-2 DATE OF OPENING OF BIDS

The City will receive sealed bids for the **Supply, Registration and Delivery of Two New Portable Towable Diesel Generators Project** at the City Clerk Department no later than Thursday October 29, 2020 at 10:00 a.m. (PT), at which time or thereafter said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 90 calendar days after the bid opening date.

Bids must be submitted on the City's printed Bid Forms. No submittal by email or other electronic devices will be allowed.

A-3 LOCATION OF DELIVERY

The generators to be purchased, hereunder are to be delivered to 322 S. Alameda Avenue, in the **City of Compton, California**.

All potential bidders must obtain the Contract Documents from the City of Compton to have their bid be considered valid. Contract Documents will be available beginning, Wednesday September 9, 2020.

A-4 AWARD OF CONTRACT

The City shall award the Contract for the Project to the lowest, responsible bidder as determined from the base bid by the City. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

A-5 CERTIFIED CHECK AND BONDS

Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in the Code of Civil Procedure Section 995.120, and is admitted by the State of California. The guaranty shall be forfeited should the bidder, if awarded the Contract, fail to furnish in a timely manner the bonds and proof of insurance required under the Contract Documents.

A-6 CONTRACT DOCUMENTS

A. The Contract documents shall consist of the Notice Inviting Bids, Instructions to Bidders, Completed Bid Form, Bid Bond, Contract, Performance Bond, Specifications, Plans and Drawings, and all additions, deletions, modifications, and appendices and all addenda as prepared prior to the date of bid opening, setting forth any modifications or interpretations of any said documents, all of which documents are on file in the Water Department of the City of Compton located at: 205 S. Willowbrook Avenue Compton, CA 90220; phone number 310-605-5595, and are hereby referred to and made a part of the Notice Inviting Bids.

A-7 ADDRESS AND MARKING OF BID

The envelope enclosing the bid shall be sealed and addressed to the City of Compton and delivered or mailed. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and shall bear the words "Bid For" followed by the title of the specifications for the work and the date and hour for opening of bids. Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

A-8 BRAND NAME DESIGNATION

Pursuant to Public Contract Code Section 3400(b), if the City has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Provisions.

BY ORDER OF CITY OF COMPTON

BY:

Alita Godwin, City Clerk

Date: _____

CITY of COMPTON

205 S. Willowbrook Avenue Compton, CA 90220

SUPPLY, REGISTRATION AND DELIVERY OF TWO NEW PORTABLE TOWABLE DIESEL GENERATORS **PROJECT**

SCOPE OF WORK

1. Provide Two Portable, Trailer Mounted Towable Diesel Generators as per the provided Technical Specifications.

1.1 DELIVERY LOCATION

A. The delivery location is located at 322 S. Alameda Avenue, Compton, CA 90220

PART 2 – MEASUREMENT AND PAYMENT

GENERAL

The VENDOR shall provide all labor, materials, equipment and incidentals for the work described within these specifications and construction drawings. Payment for each bid item shall be included in the contract unit price or lump sum price shown on the Bidder's proposal. Measurement for payment of lump sum items will be based on the component parts listed in the Bid Items, as required in this specification. Payment for component parts will be based on the Schedule of Values approved by the CITY. The cost breakdown shall include quantities and items aggregating the Bid Item in payments during construction. All measurements of quantities shall be approved by the CITY. Payment for each bid item shall include full compensation for all labor, materials, tools, and equipment necessary to complete the work as shown on the construction drawings and within these specifications and no additional compensation shall be allowed. This

includes the cost of work not specifically listed in the Bid Schedule or Schedule of Values, but is necessary to complete the project as described and shown in the Contract Documents. Work for which no separate payment has been provided will be considered a subsidiary obligation of the CONTRACTOR, and the cost therefore shall be included in the applicable contract price for the item to which the work applies. All measurements of work done will be made by the CITY or its representative.

2.1 PORTABLE TRAILER MOUNTED TOWABLE DIESEL GENERATOR PROJECT

2.1.1 BID ITEM NO. 1 – SUPPLY ONE PORTABLE, TRAILER MOUNTED, TOWABLE DIESEL GENERATOR, 100 kW/125 kVA rating.

Payment for supplying one Portable Trailer Mounted Towable Diesel Generator shall be made at the contract lump sum complete and in accordance with the Contract Documents, and as directed by the CITY. The Contract Price shall include, but is not limited to the following principal items: obtaining all permits, insurance, and bonds; preparing schedule and schedule of values; mobilizing labor force, as described within the Contract Documents. This work also includes the cost for maintaining and submitting the project record drawings at the end of the project. These record drawings must be reviewed monthly with the CITY to receive payment for any work.

2.1.2 BID ITEM NO. 2 – SUPPLY ONE PORTABLE, TRAILER MOUNTED, TOWABLE DIESEL GENERATOR, 250 kW/312 kVA rating.

Payment for supplying one Portable Trailer Mounted Towable Diesel Generator shall be made at the contract lump sum complete and in accordance with the Contract Documents, and as directed by the CITY. The Contract Price shall include, but is not limited to the following principal items: obtaining all permits, insurance, and bonds; preparing schedule and schedule of values; mobilizing labor force, as described within the Contract Documents. This work also includes the cost for maintaining and submitting the project record drawings at the end of the project. These record drawings must be reviewed monthly with the CITY to receive payment for any work.

2.1.3 BID ITEM NO. 3 – FREIGHT ON DELIVERY

Payment for the freight on delivery will be paid for at the contract lump sum price, complete and in accordance with the Contract Documents, and as directed by the CITY. The contract price for work under this item shall include but not be limited to furnishing all labor, material, tools, and equipment and performing all work required.

2.1.4 BID ITEM NO. 4 – DEPARMENT OF MOTOR VEHICLES REGISTRATION

Payment to provide registration with the California Department of Motor Vehicles, will be

paid for at the contract lump sum price, complete and in accordance with the Contract Documents, and as directed by the CITY. The contract price for work under this item shall include but not be limited to providing DMV registration. All work shall be considered as compensated for in the lump sum price and no additional compensation shall be made thereafter.

2.1.4 BID ITEM NO. 5 – CALIFORNIA AIR RESOURCES BOARD REGISTRATION

Payment to provide registration with the California Air Resources Board, will be paid for at the contract lump sum price, complete and in accordance with the Contract Documents, and as directed by the CITY. The contract price for work under this item shall include but not be limited to providing California ARB registration. All work shall be considered as compensated for in the lump sum price and no additional compensation shall be made thereafter.

2.1.5 BID ITEM NO. 6 - STARTUP AND TRAINING

Payment to provide startup and training, will be paid for at the contract lump sum price, complete and in accordance with the Contract Documents, and as directed by the CITY. The contract price for work under this item shall include but not be limited to providing startup and training. All work shall be considered as compensated for in the lump sum price and no additional compensation shall be made thereafter.

BID FORMS

1.1 Bid Acknowledgement.

Name of Bidder: Duthie Power Services, Inc.

Contact Person: Peter Thornton

Business Mailing Address: 2335 E. Cherry Industrial Circle, Long Beach, CA. 90805

Business Street Address: 2335 E Cherry Industrial Circle, Long Beach, CA. 90805

Telephone: (562) 790-1772 Fax: (562)-790-8230

1.1 In response to the Notice Inviting Bids for the Portable Trailer Mounted 100kW/125kVA and 250 kW/312kVA Diesel Generators and in accordance with the accompanying Instructions to Bidders, the undersigned hereby proposes to furnish all labor, technical and professional services, supervision, materials and equipment, and to perform all operations necessary and required to complete the Project in accordance with the provisions of the Contract Documents and any addenda thereto, and at the prices set forth in the Bid Schedule.

1.2 This Bid constitutes a firm offer to the City of Compton which cannot be withdrawn for 90 days after the date set for opening of Bids, or until a Contract is executed by the City.

1.3 The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and any addenda thereto; that it has carefully checked all of the figures shown in its Bid Schedule; that it has carefully reviewed the accuracy of all statements in this Bid and attachments hereto; and that it understands and agrees that the City will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.

1.4 If awarded a Contract, the undersigned agrees to execute and deliver to the City within 15 days after date of receipt of Notice of Award, a signed Contract and the necessary Performance Bond, and Certificates of Insurance and Endorsements, as required.

1.5 Incorporated herein by this reference and made a part of this Bid are the following forms which have been completed and submitted by undersigned Bidder:

Item		Completed
1.	Bid Acknowledgement	X
2.	Bid Schedule	X
3.	Experience Statement	X

1.6 Undersigned also acknowledges receipt, understanding, and full consideration of all addenda to the Contract Documents in preparing its bid.

1.7 The undersigned is hereby representing that it is and will be properly licensed both at the time that it submits a Bid as well as at the time the Contract is awarded, if the Contract is awarded to the undersigned.

1.8 Undersigned acknowledges that the representations made herein are made under penalty of perjury.

Executed at DuThie Power, on this 28 day of October, 2020

(Bidders Name – Print or Type)

Peter Thornton , Sales Engineer

(Name and Title)

(Corporate Seal)

(Signature)

1.2 Bid Schedule

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1.	2019/2020 Portable Trailer Mounted 100kW/125kVA Diesel Generator	EA	1	$94,672.37	$94,672.37
2.	2019/2020 Portable Trailer Mounted 250kW/312kVA Diesel Generator	EA	1	$153,441.31	$153,441.31
3.	Freight	EA	2	$4,250.00	$8,500.00
4.	DMV Registration	EA	2	$50.00	$100.00
5.	ARB Registration	EA	2	$1,000.00	$2,000.00
6.	Startup and Training	Lump Sum	1 Day	1,500.00	$1,500.00
	Total				$260,213.68

Total in Words: Two hundred and sixty thousand two hundred and thirteen dollars and sixty eight cents

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the City from measured quantities of work performed based upon the Unit Price.

1.3 Bidder Experience Statement

Bidder submits, as a part of its Bid, the following statements as to its experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the City to make inquiry as appropriate regarding its experience.

(a) Bidder has been engaged in business under its present business name for 55 years.

(b) Bidder's experience in Tier 4 portable generators of a similar magnitude to that set forth in the Contract Documents extends over a period of 10 years.

(c) Bidder has satisfactorily completed all contracts awarded to it, except as follows:

(Name any and all exceptions and reasons therefor. Bidder shall attach and designate additional pages if necessary.)

_____

_____

_____

_____

(d) Within the last three years Bidder has satisfactorily completed the following contracts covering Tier 4 portable generators of a similar magnitude to that set forth in the Contract Documents:

Owner's Name, Mani Brothers	Name of Owner's Representative	Description of Work and Year	Contract Amount (rounded to closest thousand dollars)
Mani Brothers	Jesse Madina	250KW trailer Generator	$93,000.00
Duthie Power Services	Erik Duthie	Purchased 50 new rental gens	$3,000,000.00

DUTHIE POWER SERVICES
SALES · SERVICE · RENTALS

24 Hour Service
Specializing in Generators & Diesel Fire Pumps
2335 E. Cherry Industrial Circle
Long Beach, CA 90805-4416
Phone (562) 790-1772 Fax (562) 408-3020

October 28, 2020

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

Attention: Mr. Brian Dickinson

To explain the experience of Duthie Power in the Trailer mounted Generator business. We do not sell very many trailer mounted generators. About 98% of our sales are in stationary mounted emergency generators in Hospitals, hotels, high rise buildings and more. But I want to offer the fact that we have owned and maintained a large fleet of rental generators. We have more than 100 rental generators from 20KW to 1500KW. So, we do have a great deal of experience in the mobile generator business.

Please contact me if you have any other questions.

Respectfully,
DUTHIE POWER SERVICES

Peter Thornton, Sales Engineer

(Bidder shall attach and properly identify additional pages if necessary.)

Technical Specifications

PORTABLE EMERGENCY POWER SYSTEM

Trailer Mounted 100 kW – 125 kVA Diesel Generator
Trailer Mounted 250 kW – 312 kVA Diesel Generator

PORTABLE EMERGENCY POWER GENERATOR SET

PART 1.00 GENERAL

1.01 SUMMARY

A. Provide a complete, operable, factory tested and site tested mobile diesel engine driven generator set. The portable generator set shall be sound attenuated with a self-contained fuel system and manually selectable voltage for power distribution. The equipment and materials shall be of current design and ready for delivery, connection and operation.

B. The engine shall be equipped with the necessary devices to meet current EPA Final tier 4 emissions standards and SCAQMD regulations.

C. The generator supplier shall have available factory test results and factory published Operators Manual for the engine-generator set. The generator set shall have been factory tested to ensure reliable operation at rated power. The Engine shall be filled with crankcase lube oil and radiator coolant as recommended by the engine manufacturer and/or specified herein.

D. The engine-generator set shall have posted operating instructions near the control panel and operating devices. Warning placards shall be visible at locations of customer access to live voltage parts and other electrical connection points.

E. The trailer mounted generator set supplier shall warrant all equipment provided in this section whether or not it is manufactured by the generator set manufacturer, so that there is one source responsibility for warranty, parts and service through a factory – authorized representative with factory trained technicians. Technicians specifically trained and certified by the generator set manufacturer shall service the generator set during the warranty period and be available to service and/or repair generator at any time 24 hours a day seven days a week.

F. Any exceptions to this specification shall be subject to approval by the City of Compton Water Department (the City) at its sole discretion.

1.02 RELATED WORK SPECIFIED ELSEWHERE

1.03 CODES AND STANDARDS

A. The generator set and supplied accessories construction, installation and on-site testing shall conform to the following codes and standards as applicable. The generator set shall include necessary features and/or optional equipment to meet the requirements of these standards.

1. NFPA 70 – National Electric Code (NEC). Equipment shall be suitable for use in systems in compliance to NEC especially, Articles 220, 445, 700, 701 and 702.
2. NFPA 110 – Emergency and Standby Power Systems. The generator set shall meet all requirements for Level 1 systems. Level 1 prototype tests required by this standard shall have been performed on a complete and functional unit, component level type tests will not substitute for this requirement.
3. IEEE446 – Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications.
4. UL 142 – Standard for Steel Above Ground Tanks for Flammable and Combustible Liquids.
5. UL 498 – Standards for Attachment Plugs and Receptacles.
6. UL 499 – Standards for Electric Heating Appliances
7. UL 1004-4 – Standard for Electric Generators.
8. UL 1236 – Standard for Battery Chargers for Charging Engine-Starter Batteries.
9. UL 2201 – Standard for Portable Engine-Generator Assemblies.
10. NEMA MG 1 – Motors and Generators.
11. EPA – Final Tier 4 Emissions Standards.
12. EGSA – Performance Standards for Engine Generators.
13. OSHA –Provide SDSs for all generator fluids.

B. The Control System for the generator set shall comply with the following:
   1. UL 508 – Industrial Control Equipment.
   2. FCC Part 15 Subpart B

C. The generator set shall be produced by a manufacturer who is ISO 9001 certified for the design, development, production and service of its complete product line.

D. The generator set trailer and supplied accessories shall adhere to the standards set forth by the following agencies:
   1. Federal Motor Vehicle Safety Standard (FMVSS)
   2. State of California Motor Vehicle Code
   3. California Department of Transportation
   4. Society of Automotive Engineers (SAE)
   5. American Society of Mechanical Engineers (ASME)

1.04 SUBMITTALS

A. The submittal shall include prototype test certification and specification sheets showing all standard and optional accessories to be supplied.

B. Submit an itemized bill of material.

C. Submit shop drawings and catalog data for the following equipment. Show applicable ratings, sizes, materials, manufacturers part numbers, overall dimensions and weights.

1. Engine Generator Base with Integrated Fuel Tank
2. Engine
3. Generator
4. Silencer
5. Control Panel
6. Battery Charger
7. Batteries
8. Jacket Water Heater/Coolant Heater
9. Trailer
10. Connection plugs and receptacles

D. Submit system schematic diagram showing all piping and wiring interconnections with terminal block labels, wire numbers, wire sizes and quantities. Submit ladder-type schematic electrical diagrams with legend identifying all devices on diagrams.

E. Submit installation fact sheet giving fuel, coolant, lubricating oil, and exhaust and ventilation requirements.

F. Provide certified factory production tests on the equipment performed at the rated load. Test should include steady state voltage and frequency analysis.

G. Submit start-up inspection report signed by the engine manufacturer's authorized field service representative.

H. Provide an information copy of the standard engine inspection and maintenance service contract for the warranty period. The contract shall be for the complete system including all auxiliary support systems.

1.05 MANUFACTURER'S SERVICES

A. Provide equipment manufacturer's services at the jobsite for two man-days to inspect the installation and to advise during start-up, testing, and adjustment of the equipment and to instruct the City's personnel in the operation and maintenance of the equipment. Submit operation and maintenance manuals prior to this instruction.

B. Written certification, in a form approved by the City, shall be provided by the equipment manufacturer or manufacturer's authorized representative. This certification shall verify:

1. That the equipment and its installation have been inspected by the manufacturer to determine that the equipment is in first-class condition throughout and has been installed in accordance with manufacturer's requirements and recommendations and that the installation is approved by the manufacturer.

2. That the equipment is operating in a safe and satisfactory manner and is delivering capacities and performance not less than the capacities and performance specified and/or indicated on the drawings.

2. The generator set shall be listed to UL2201 or submit to and independent third party certification process to verify compliance as installed.

1.06 TOOLS AND ACCESSORIES

A. Furnish and deliver all special tools, instruments, accessories and special lifting and handling devices shown in the approved instruction manuals. Unless otherwise specified or directed by the City, the items shall be delivered to the City, with the generator set supplier's written transmittal accompanying each shipment, in the manufacturer's original containers labeled to describe the contents and the equipment for which it is furnished. The supplier shall deliver a copy of each transmittal to the City for record purposes.

1.07 WARRANTY

A. The entire generator set and trailer shall be covered by a manufacturer's express written warranty to be included in the O&M manuals.

B. Equipment furnished under this section shall be guaranteed against defective parts or workmanship for a period of 24 months from date of field testing and acceptance by the City.

PART 2.00 EQUIPMENT

2.01 MANUFACTURING STANDARD

A. Subject to compliance with requirements, provide a portable, sound attenuated, diesel engine driven generator with required certifications and tests.

B. The power system shall be produced by a manufacturer who has produced this type of equipment for a period of at least 10 years and who maintains a service organization available twenty four hours a day throughout the year. An authorized distributor maintaining a parts depot and service facility shall be located within a 75 mile radius of the City's yard.

C. The power system shall be furnished by a single manufacturer who shall be responsible for the design, coordination, and testing of the complete system. The entire system shall be installed as shown on the plans, drawings and specifications herein.

2.02 RATING

A. The portable sound attenuated generator sets shall be rated for continuous, prime power operation at a minimum of 100 kW, 125 kVA, 0.8 P.F., 3-phase 4 wire, 60 Hz., and one at a minimum of 250 kW, 312 kVA, 0.8 P.F., 3-phase 4 wire, 60Hz.

The following manually selectable voltages shall be available for both units:

1. 277/480V, 3-phase, 4 wire.
2. 139/240V, 3-phase, 4 wire.
3. 120/208V, 3-phase, 4 wire.
4. 120/240V, 1-phase, 3 wire.

B. The following performance ratings shall apply:

1. Voltage regulation shall be ± 0.5% for any constant load between no load and rated load. Random voltage variation with a steady load from no load to full load shall not exceed ± 0.5%.
2. Frequency regulation shall be isochronous from steady state no load to steady state rated load. Random frequency variation with any steady load from no load to full load shall not exceed ± 0.5%.
3. Telephone influence factor (TIF) shall be less than 50.
4. The alternator shall produce a clean AC voltage waveform with not more than 5% total harmonic distortion at full linear load when measured from line to neutral, and with not more than 3% in any single harmonic, and no 3rd order harmonics or their multiples.

C. The generator shall be capable of picking up 100% of nameplate standby load rating in one step in accordance with NFPA 110.

D. The generator shall be capable of a 130°C Standby rating while operating in the following conditions without any damage to the unit or its loads for the duration of the outage.

1. Ambient Temperature: less than or equal to 120°F
2. Altitude: maximum 2200 ft. above sea level
3. Relative Humidity: 95%

E. The sound level shall not exceed 72 dB(A) at 23 feet at full load operation.

2.03 ENGINE

A. The diesel engine shall be heavy duty, 4-cycle, direct injection, radiator and fan cooled.

B. The engine shall be directly connected to the generator by a semi-flexible coupling and both shall be mounted on a common sub base with heavy duty, resilient mounts that provide vibration isolation.

C. The engine shall be EPA certified from the factory for California Mobile Off-Highway use and the supplier shall make available the Federal EPA Certification of Conformance to substantiate certification. The engine shall be EPA emissions certified – Tier IV Final Emissions compliant and be fitted with DOC and SCR.

D. Maximum engine speed shall be 1800 rpm. The complete diesel engine generator set shall be free of critical speeds from either a major or minor order, and torsional vibrations from 10% idling to 10% above synchronous speed.

E. Engine shall be equipped with protective controls and sensors for shutdown on the following conditions: Emergency Stop Switch, Low Oil Pressure, High Temperature, Overspeed and Overcrank.

F. The engine shall be equipped with a fuel system suitable for operation on No.1 or No.2 Diesel fuel meeting the requirements of ASTM-975. The fuel systems shall include an engine driven fuel pump and replaceable filters. The engine driven fuel pump shall be positive displacement type capable of lifting fuel while providing 110% of the prime power rating with all filtering equipment in operation. Fuel cooler, suitable for operation of the generator set at full rated load in the ambient temperature specified, shall be provided if required for operation due to the design of the engine and the installation. Provide flexible supply and return fuel lines.

G. The Engine shall be equipped with a positive displacement, full pressure lubrication oil pump with full flow replaceable spin-on canister oil filters and, oil dipstick and oil drain. Provide oil drain with accessible manual valve and extended piping as necessary for easy access and proper capture of waste oil.

H. Provide a replaceable dry element air cleaner with restriction indicator.

I. Provide engine-mounted battery charging alternator, 40 Ampere minimum with solid state voltage regulator.

J. An electronic governor system shall provide automatic isochronous frequency regulation. The governing system dynamic capabilities shall be controlled as a function of engine coolant temperature to provide fast, stable operation at varying engine operating temperature conditions. The control system shall actively control the fuel rate and excitation as appropriate to the state of the generator set. Fuel rate shall be regulated as a function of starting, accelerating to start disconnect speed, accelerating to rated speed. The governing system shall include, but shall not be limited to, a programmable warm up at idle and cooldown at idle function. While operating in idle state, the control system shall disable the alternator excitation system.

K. Skid mounted radiator and cooling system rated for full load operation in 120°F ambient temperature as measured at the alternator air inlet. Radiator fan shall be suitable for use in a system with a 0.5 in H2O restriction. Radiator shall be sized based on a core temperature that is 20°F higher than the rated operation temperature, or prototype tested to verify cooling performance of the engine/radiator/fan operation in a controlled environment. Radiator shall be provided with a manufacturer approved 50/50-ethlyene glycol/water mixture with corrosion inhibitor prior to shipping. Provide a coolant drain with readily accessible manual valve with piping extended for easy access and proper capture of waste coolant. Rotating parts shall be guarded against accidental contact and warning labels displayed as required by CAL/OSHA. Include coolant overflow tank level for monitoring coolant level.

L. Provide thermostatically controlled coolant heater. The coolant heater shall be UL499 listed and labeled and installed on the engine with SAEJ20 compliant materials. The coolant heater shall be sized as recommended by the engine manufacturer to warm the engine to a minimum of 40°C in a 15°C ambient in compliance with NFPA110 requirements. The coolant heater 120VAC input shall be connected to a NEMA L5-20 flush mounted male flange inlet located on the generator access panel or generator exterior and provided with weather proof cover.

M. Engine starting system

1. Provide a solenoid operated positive engagement gear driven electric starter for operation on 24 volts DC. Provide automatic cranking controls with three 15-second crank attempts without overheating. Failure to start after three cranking attempts, shall shut down the generator and lockout the engine control.

2. Starter batteries shall be lead acid type 12 volt DC connected in series and sized to provide 100 seconds of engine cranking time. Insulated stranded copper conductors shall connect the batteries in series and to the starter. Batteries shall be mounted in a corrosion resistant tray with hold-downs to secure the batteries.

3. Provide a UL1236 listed, automatic battery charger, with four distinct charge states: "dead battery", "bulk charge", "absorption", and "float". Charge rate shall be temperature compensated to provide proper charging in ambient conditions from –20°C to +55°C. Provide LED indicators for charging, fault and charged. Provide two line alphanumeric LED or LCD display to show charging state, faults, battery voltage and battery charger programmable settings. The battery charger shall be capable of charging a fully discharged battery to fully charged condition within 24 hours without damage to the charger. The label shall indicate that the charger is suitable for charging the specified generator set batteries. The battery charger shall include AC input over current, DC output over current protection, over voltage and under voltage protection, and a DC charge ammeter. The

charger shall be mounted inside the generator enclosure and the AC input shall be connected to a NEMA L5-20 flush mounted male flange inlet with weatherproof cover located on the generator set housing exterior.

2.04 AC GENERATOR

A. The AC generator shall be synchronous, four pole, 2/3 pitch, revolving field, drip-proof construction, single pre-lubricated sealed maintenance free bearing, air-cooled by a direct drive centrifugal blower fan, and directly connected to the engine with flexible drive disc. Insulation system components shall meet NEMA MG 1 temperature limits for Class H insulation system and shall be UL 1446-listed. The varnish shall be a vacuum pressure impregnated, fungus resistant epoxy. Actual temperature rise measured by resistance method at full load shall not exceed 257 °F (125 °C).

B. A permanent magnet generator (PMG) shall be included to provide a reliable source of excitation power for optimum motor starting and short circuit performance. The PMG shall be of brushless construction controlled by a digital 3-phase sensing, solid state voltage regulator (AVR).

1. The PMG shall be capable of sustain at least 300% of rated current for at least 10 seconds under a symmetrical short circuit without the addition of separate current support devices. Electronic current boost methods or CT boost methods are not acceptable.

2. The PMG and controls shall be capable of sustaining and regulating current supplied to a single-phase or three-phase fault at approximately 300 percent of rated current for not more than 10 seconds

3. The voltage regulator (AVR) shall be capable of proper operation under severe nonlinear loads and provide individual adjustments for voltage range, stability and volts-per-hertz operations. The AVR shall be protected from the environment by conformal coating. Voltage regulation from no load to full load shall not exceed ±1.5%

C. The waveform harmonic distortion shall not exceed 5% total RMS measured line-to-line at full rated load.

D. Provide and SCR filter or switching regulator for large SCR loads.

2.05 ENGINE GENERATOR CONTROL PANEL

A. The generator control panel shall be an integral part of the generator housing to completely isolate it from engine vibration. The panel shall be recessed into the housing with sealed construction and a gasketed door with viewing window for splash/rain proof operation. All switches, indicator lights, and other devices shall be clearly labeled on the panel face.

B. The generator set shall be provided with a microprocessor-based control system that shall be designed to provide automatic starting, monitoring, and control functions for the generator set. The control system shall also be designed to allow local monitoring and control of the generator set, and remote monitoring and control as described in this Section.

C. The generator set mounted control shall include, but not be limited to the following features and functions:

1. Control Switches:

    a. Provide a mode select switch. The mode select switch shall initiate the following control modes. When in the "RUN" or "MANUAL" position the generator set shall start, and accelerate to rated speed and voltage as directed by the operator. A separate pushbutton to initiate starting shall be acceptable. In the "OFF" position the generator set shall immediately stop, bypassing all time delays. In the "AUTO" position the generator set shall be ready to accept a signal from a remote device to start and accelerate to rated speed and voltage.

    b. Provide an emergency stop switch. Switch shall be red mushroom-head pushbutton. Depressing the emergency stop switch shall cause the generator set to immediately shut down, and to be locked out from automatic restarting.

    c. Provide a reset switch. The reset switch shall be used to clear a fault and allow restarting the generator set after it has shut down for any fault condition.

    d. Provide a panel lamp switch. Depressing the panel lamp switch shall cause the entire panel to be lighted with DC control power. The panel lamps shall automatically be switched off 10 minutes after the switch is depressed, or after the switch is depressed a second time.

    e. Provide voltage and frequency adjustment switch. The adjustment switch shall be a digital raise/lower switch for adjustment of output voltage and output frequency.

2. Generator Set AC Output Metering: Provide a metering set including, but not limited to the following features and functions.

    a. Digital metering set, 0.5% accuracy, to indicate generator RMS voltage and current, frequency, output current, output KW, KW-hours, and power factor. Generator output voltage shall be available in line-to-line and line-to-neutral voltages, and shall display all three phase voltages (line to neutral or line to line) simultaneously.

    b. Analog or Digital voltmeter, ammeter, frequency meter and kilowatt (kW) meter. Voltmeter and ammeter shall display all three phases. Ammeter and kilowatt meter shall be color coded as follows:

i. Readings from 0-90% of generator set standby rating: Green.

ii. Readings from 90%-100% of generator set standby rating: Amber.

iii. Readings above 100% of generator set standby rating: Red.

3. Generator Set Alarm and Status Display:

   a. Provide alarm and status indicating lamps to indicate non-automatic generator status and existing warning and shutdown conditions. The lamps shall be high intensity LED type. The Lamp condition shall be clearly apparent under bright room lighting conditions.

      i. The control shall include, but shall not be limited to a flashing red lamp to indicate that the control is not in automatic state.

      ii. The control shall include, but shall not be limited to an amber common warning lamp.

   b. The generator set control shall indicate the existence of all alarm, shutdown and status conditions associated with the generator set on an alphanumerical display located on generator control panel. Conditions indicated below for alarm shall be field configurable for shutdown. Indicated conditions shall include, but not be limited to the following:

      i. Low Oil Pressure (Alarm)

      ii. Low Oil Pressure (Shutdown)

      iii. Oil Pressure Sender Failure (Alarm)

      iv. Low Coolant Temperature (Alarm)

      v. High Coolant Temperature (Alarm)

      vi. High Coolant Temperature (Shutdown)

      vii. Engine Temperature Sender Failure (Alarm)

      vii. Fail to Crank (Shutdown)

      ix. Fail to Start/Overcrank (Shutdown)

      x. Overspeed (Shutdown)

      xi. Low Battery DC Voltage (Alarm)

      xii. High Battery DC Voltage (Alarm)

      xiii. Under Frequency (Shutdown)

      xiv. Over Current (Alarm)

      xv. Over Current (Shutdown)

      xvi. Short Circuit (Shutdown)

xvii. Ground Fault (Alarm)

xviii. Overload (Alarm)

xix. Emergency Stop (Shutdown)

c. The generator set control shall display all alarm and shutdown conditions from the engine electronic control module ECM on an alphanumeric LED display located on generator control panel.

4. Engine Status Monitoring:

   a. The generator set control shall display the following engine information alphanumerical LED display located on generator control panel.

      i. Engine Oil Pressure (psi)

      ii. Engine Coolant Temperature (°F or °C)

      iii. Engine Oil Temperature (°F or °C)

      iv. Engine Speed (rpm)

      v. Number of hours of operation to the $1/10^{th}$ of an hour (hours)

      vi. Number of start attempts

      vii. Battery Voltage (DC Volts)

   b. The control system shall also incorporate a data logging and display provision to allow logging of a minimum of the last 20 warning or shutdown indications on the generator set, the time of the last fault of each type, and the number of faults of each type, and total time of operation at various loads as a percent of the standby rating of the generator set.

5. Engine Control Functions:

   a. The control system shall include a cycle cranking system, which allows for Owner selected crank time, rest time, and number of cycles. Initial settings shall be for 3 cranking periods of 15 seconds each with 15 second rest period between cranking periods.

   b. The control system shall include an engine governor control, which functions to provide steady state regulation as noted elsewhere in this specification. The governor control shall include adjustments for gain,

damping and a ramping function to control engine speed and limit exhaust smoke while the unit is starting.

c. The control system shall include time delay start (adjustable from 0 to 300 seconds) and time delay stop (adjustable from 0 to 600 seconds) functions.

d. The control system shall include sender failure monitoring logic for speed sensing, oil pressure and engine temperature, which is capable of discriminating between failed sender or wiring components and an actual failure condition.

5. Alternator Control Functions:

a. The generator set shall include and automatic microprocessor based voltage regulation system that is matched and prototype tested by the engine manufacturer with the governing system provided. It shall be immune from misoperation due to load-induced voltage waveform distortion and provide a pulse width modulated output to the alternator exciter. The voltage regulation system shall be equipped with three-phase RMS sensing and shall control buildup of AC generator voltage to provide a linear rise and limit overshoot. The voltage regulation shall be based on a full wave rectified input, pulse width modulated output design. The system shall include a torque-matching feature, which shall reduce output voltage in proportion to frequency below an adjustable frequency threshold. The voltage regulator shall include adjustments for gain, damping and frequency roll-off. Adjustments shall be broad range and made via digital raise and lower switches with an alphanumeric LED readout to indicate adjusted parameter. Rotary potentiometers for system adjustments are not acceptable.

b. Provide controls to monitor the output current of the generator set and initiate an alarm (overcurrent warning) when current load exceeds 110% of the rated current of the generator set on any phase for more than 60 seconds. The controls shall shutdown and lockout the generator set when output current level approaches the thermal damage point of the alternator (overcurrent shutdown). The protective functions provided shall be in compliance to the requirements of NFPA 70 article 445.

c. Provide controls to monitor the kW load on the generator set and initiate an alarm condition (Overload) when total load on the generator set exceeds the generator set rating for more than 5 seconds. Controls shall include a load shed control, to operate a set of dry contacts when the generator set is overloaded.

d. Provide an AC over/under voltage monitoring system that only responds to true RMS voltage conditions. The system shall initiate shutdown of the generator set when alternator output voltage exceeds 110% of the operator set voltage level for more than 10 seconds or initiate shutdown with not delay when the output voltage exceeds 130%. Undervoltage

shutdown shall occur when the output voltage of the alternator is less than 85% for more than 10 seconds.

6. Other Control Functions:

    a. Provide a battery monitoring system, which initiates alarms when the DC control and starting voltage is less than 25 VDC or more than 32 VDC. During engine cranking (starter engaged), the low voltage limit alarm shall be disabled and if DC voltage drops to less than 14.4 volts for more than two seconds, a "weak battery" alarm shall be initiated.

    b. Provide a form "C" dry contact set rated at 2A @ 30VDC to indicate existence of any alarm or shutdown condition on the generator set.

    c. Provide a 2-wire control system input for remotely starting generator. The remote start input shall be connected to a Hubbell HBL7524C twist lock male flanged inlet mounted on generator set customer access panel or on generator housing exterior with Hubbell WP1 weatherproof lift cover.

2.06 FUEL STORAGE SYSTEM

A. The fuel storage tank shall comply with the following codes and standards:

    1. UL142 – Standard for Steel Above Ground Tanks for Flammable and Combustible Liquids.

    2. NFPA 30 – Flammable and Combustible Liquids Code.

    3. NFPA 37 – The Standard for Installation and Use of Stationary Combustion Engines and Gas Turbines

    4. NFPA 110 – The Standard for Standby and Emergency Power Systems.

B. Provide a factory installed UL142 Listed sub-base fuel storage tank with sufficient capacity to run for 24 hours at 100% of nameplate standby load rating. Tank shall be UL tested and certified for a 2 hour fire rating.

C. Tank construction shall consist of double wall containment with inner (primary) tank sealed by outer (secondary) tank. Inner tank construction shall have interior baffles to contain fuel oscillations when in transit.

D. Tank shall include the following:

    1. 4 inch fill port with overfill prevention valve.

2. Mechanical fuel level gauge.
3. Normal Vent
4. Both inner and outer tanks have emergency relief vents.
5. Electronic fuel level sender configured in generator control panel to display fuel level.
6. Primary tank leak detection sensor to detect inner tank failure with alarm configured in generator set control panel and displayed on alphanumeric display.
7. Flexible fuel lines

E. Fuel tank shall have an epoxy based rubberized coating.

2.07 EXHAUST SYSTEM

A. The exhaust system shall be contained within the generator set housing, completely concealing all components. Exhaust system components located on the generator housing exterior are not acceptable.

B. Provide critical silencer as recommended by generator set manufacturer to meet overall specified sound level and size to assure full load operation without exceeding the engine manufacturer's recommended back pressure.

C. Provide steel flexible connection between the engine and exhaust line as required for pipe thermal expansion and contraction.

D. Provide rain cap if exhaust vents vertically to prevent rain and debris from entering exhaust.

2.08 HOUSING

A. The engine generator set and all components shall be enclosed in a factory fit, sound attenuated housing with access doors on each side and a door over the control panel and which allows the generator set to operate at full nameplate rated load with a static pressure drop less than or equal to 0.5 inches of water.

B. Design the housing so the radiator and exhaust discharge vertically in the same duct.

C. Arrange doors so all filters, batteries, water jacket heater, power distribution panels and other maintenance items can be easily accessed. The control panel door shall have a Plexiglas window for unobstructed viewing of the engine control panel. All doors shall have gaskets and lockable door handles shall be recessed latching type with provisions for padlocking. Doors shall include restraint/holdback hardware to keep door open during maintenance.

D. The housing shall be factory treated with a zinc phosphate process prior to finish painting. The primer coat shall be electrostatic spray-on, urethane modified, epoxy resin paint. Finish paint shall consist of multi-coat, electrostatic spray-on alkyd melamine resin paint. Color shall be white.

E. Then interior of the housing and all intake and discharge ducts shall be lined with sound absorbing high temperature foam per UL94 standards. Design the housing and exhaust

system to limit the noise level to a maximum of 71 dB(A) at 23 feet from any part of the generator set while operating at full nameplate rated load.

F. Provide storage compartment within housing or trailer to store associated generator cabling specified elsewhere in this specification.

2.09 OUTPUT POWER CONNECTIONS

A. Provide UL489 listed Electronic trip circuit breaker, rated 1000 amperes, located in control panel dead front behind removable cover. The circuit breaker shall be sized to operate at the highest rated ampacity (low wye voltage). A dedicated, UL listed, inverse time delay, over current relay shall be provided to monitor and protect alternator output at the lowest rated ampacity (high wye voltage). In the event of an overload or short circuit, the overcurrent relay shall activate the circuit breaker shunt trip and open the circuit breaker. The over current relay shall be factory set and tested prior to shipment. Output shall be connected to a power output reconnection bus bar.

B. Provide a customer entry panel as an integral part of the generator housing to completely isolate it from engine vibration. The panel shall be recessed into the housing with seamless construction with a hinged door to shield interior from falling water. The door shall be lockable with cables connected. The bottom of the customer panel area shall be sloped downward for cable entry and to eliminate water accumulation.

1. The panel shall contain one UL489 Listed Electronic trip circuit breaker rated for 400 amperes fed from the power output reconnection bus bar. Connect load side of circuit breaker to a Crouse-Hinds Posi-Lok Panel number E0400-16686-NN mounted on the customer entry panel.

2. The panel shall contain one UL489 Listed Electronic trip circuit breaker rated for 200 amperes fed from the power output reconnection bus bar. Connect load side of circuit breaker to a Russelstoll cat no. DF2404FRA00 mounted on the exterior of the generator set housing with no obstructions for cable connection.

3. The panel shall contain three, 50 amp 240V twist lock female receptacles and two, 20 amp 120V single phase duplex NEMA 5-20R GFCI receptacles. The 50 amp receptacles and GFCI receptacles shall be energized regardless of the voltage connection. All receptacles shall be flush mounted and shall be individually protected with UL listed circuit breakers flush mounted within the panel area and clearly labeled as to which breaker feeds which receptacle.

4. The panel shall contain two flush mounted male flange plugs as specified elsewhere in this specification, for the AC input power to the coolant heater and battery charger.

5. The panel shall contain a flush mounted NEMA L1-15P flush mounted male flanged twist-lock connected to the remote start/stop input in the generator control panel.

C. Provide cabling suitable for use in accordance with NFPA70 article 520, 525 and 530 , indoor and outdoor locations. Cable should have excellent flexibility, resistance to oil, solvents, ozone, aging and abrasion. Cable shall be suitable for continuous submersion in water. Cable Conductors shall be flexible strand bare copper, ASTM 172 class K wrapped with polyester tape with a black heavy duty EPR/CPE two layer bonded thermoset jacket. Provided 50 feet of cable and appropriate cable terminations for the following:

1. Crouse-Hinds Posi-Lok connection - Four, one-conductor cables rated for 400 amperes terminated with each color connection, Green, Black, Red, Blue. Both ends of cable shall have Crouse-Hinds Posi-Lok male connectors.

2. RusselStoll connection – One, four-conductor cable rated for 200 amperes. One end of the cable shall have a RusselStoll male connector the other end shall have a RusselStoll female connector.

3. Remote start connection – One two-conductor 12 AWG cable. Both cable ends shall have a NEMA L1-15P female connector

4. Battery and Coolant heater power connection – Two, three-conductor 12 AWG cables. One end of cable shall have a NEMA L5-20 female connector. One end shall have standard male NEMA 5-15P plug.

D. Connection Diagrams for the various voltage selections and safety placards shall be clearly displayed.

2.10 TRAILER

A. Trailer shall be low center of gravity, low bed type with triple axle, towing coupler and screw jack. The trailer shall meet or exceed the following specifications:

1. Axle Capacity – sized by the trailer manufacturer to meet full GVWR requirements

2. Number of Axles – Two or Three as recommended by trailer manufacturer.

3. Suspension – Torsion or Leaf Spring Type

4. Jackstand – 5,000 lbs

5. Brakes – Surge hydraulic on all axles. Note: Electric brakes shall be provided if required by federal, state or local codes.

B. Trailer shall be equipped with highway legal fenders and a front adjustable leveling stand with foot pad. Unit shall be wired 12-volt, to comply with Federal highway laws.

C. Tire and wheel size shall be OEM type; sized per the trailer manufacturer to meet the full load GVWR requirements of the trailer with generator, fuel tank, fuel and all loaded accessories.

D. Provide Lunette eye type, 3 inch diameter coupler.

E. Provide safety chain and breakaway cable to meet NTSHA requirements. Safety chain shall be anchored to the trailer by use of a loop of cold-rolled steel, or equivalent solid connection. It shall be lap-welded, not butt-welded to the trailer. Connection of the chain to the loop shall be a double clevis connecting link rated for use on trailer safety chains and shall have a strength rating at least equal to the chain. Connection of the chain to the tow vehicle shall be ¼" latching clevis-type hood for use on trailer safety chains with a strength rating equal to the chain.

F. All bolts shall be minimum SAE grade 5 or SAE grade 8 where applicable and shall be easily identifiable. All nuts used for load bearing structural applications, unless otherwise specified shall be SAE stover (top lock) grade "B" lock nuts. Only flat washers shall be used with lock nuts. Lock-tite shall be used on any bolts that are torqued into a blind hole. All fasteners shall allow accessibility using standard mechanics tools.

G. Trailer lighting shall conform to the latest edition of the Federal Motor Vehicle Safety Standard (FVMSS) No. 108.

1. Provide individual stop and directional tail lamps, each with running lights. Provide license plate holder and light.

2. The wiring shall be securely attached to substantial supports along its entire route. At no time shall the route come near to or be part of any heat source, exhaust system or exhaust support. Where installed wiring is required to pass through any body panel or partition, the wiring shall be protected with an insulating grommet at the point of passage.

3. Trailer connector shall be 4-pin suitable for use with surge hydraulic brakes. All terminal and connectors shall conform to SAE standards. All low-tension primary cable shall be color coded in accordance with SAE J-1128. Provision for connection of electric brakes shall be provided if required by federal, state or local codes.

H. Trailer shall be painted white and comply or conform to federal requirements. Prime coat trailer and any areas susceptible to corrosion. Prime coat must be compatible with finish topcoat and applied as per manufacturer's recommendation.

PART 3.00 EXECUTION

3.01 DELIVERY AND HANDLING

A. Deliver equipment properly packaged and mounted to facilitate handling. Deliver with recommended lube oil and coolant installed.

B. Handle equipment carefully to prevent physical damage. Do not install damaged equipment; remove from site and replace damaged equipment with new.

3.02 GROUNDING

A. Provide equipment grounding connections and material for diesel generator in accordance with NFPA70 for a separately derived system. Tighten connections to comply with tightening torques specified in UL486A to assure permanent and effective grounding.

3.03 PRODUCTION TESTS

A. Provide certified factory production tests on the equipment performed at nameplate rated load.

B. Tests shall include:

1. Steady-state voltage and frequency analysis.
2. Rated load at rated power factor.
3. Maximum power analysis.

3.04 PARTS AND OPERATIONS MANUALS

A. Provide three sets of O&M manuals at time of generator set shipment. Manuals shall be shipped in suitable 3-ring binders with manufacturer's name, address, phone number and points of contact included.

B. Include sales, parts department, service department and emergency (off hours) phone number(s).

END OF SECTION

February 9, 2021

TO: MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CITY CLERK/LOCAL ELECTIONS OFFICIAL

RE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER VI OF THE COMPTON MUNICIPAL CODE BY ADDING SECTION 6-24 (CAMPAIGN CONTRIBUTION LIMITS)

SUMMARY

Pursuant to City Council request, staff presents an ordinance for consideration that would amend Chapter 6 of the Compton Municipal Code ("Municipal Code") to address the provisions of California Assembly Bill 571 by adding Section 6-24 to the Municipal Code, titled "Campaign Contribution Limits", setting forth "no limit" on campaign contributions for City elective offices.

BACKGROUND

The California Political Reform Act of 1974 ("Political Reform Act"), codified at Government Code Section 81000, *et seq*., was amended by the voters in 1988 to impose contribution limitations for statewide offices, and authorized local jurisdictions to enact contribution limits or other prohibitions. In 2019, the Legislature amended the Political Reform Act to impose contribution limitations on local elective offices in jurisdictions that have not enacted their own contribution limits with the passage of Assembly Bill ("AB") 571. AB 571 imposes a default campaign contribution limit upon cities and counties without campaign contribution limits beginning January 1, 2021. The City of Compton ("City") currently does not have campaign contribution limits or regulations.

STATEMENT OF ISSUE

AB 571 authorizes counties and cities to establish their own campaign contribution limits for their elective offices. Counties and cities that wish to adopt local contribution limits must consider how their local agency will enforce such restrictions, as AB 571 does not provide the Fair Political Practices Commission ("FPPC") with authority to administer or enforce locally set campaign contribution limits. Elections Code Section 10202 (automatically repealed on January 1, 2021) and Government Code Section 85702.5 (effective on January 1, 2021) further permits the City to establish its own campaign contribution limits that are different from what is established by Government Code Section 85301 and 83124 by resolution or ordinance.

It is the intent of the City Council that this proposed Ordinance establishing that there be no limit on campaign contributions comply with the free speech clauses of the United States and California Constitutions and the decisional law by the federal and state courts. Based on the foregoing, the City Council does not desire to establish a campaign contribution limit for candidates for Elective City office.

FINANCIAL IMPACT

Since there is no limit on contributions, no enforcement regulations are required and no associated costs expected.

RECOMMENDATION

Adoption of the attached Ordinance is within the discretion of the City Council.

ALITA GODWIN
CITY CLERK/LOCAL ELECTIONS OFFICIAL

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER VI OF THE COMPTON MUNICIPAL CODE BY ADDING SECTION 6-24 (CAMPAIGN CONTRIBUTION LIMITS)

WHEREAS, the California Political Reform Act of 1974 ("Political Reform Act"), codified at Government Code Section 81000, *et seq*., was amended by the voters in 1988 to impose contribution limitations for statewide offices, and authorized local jurisdictions to enact contribution limits or other prohibitions; and

WHEREAS, in 2019, the Legislature amended the Political Reform Act to impose contribution limitations on local elective offices in jurisdictions that have not enacted their own contribution limits with the passage of Assembly Bill ("AB") 571; and

WHEREAS, AB 571 imposes a default campaign contribution limit upon cities and counties without campaign contribution limits beginning January 1, 2021, but further authorizes counties and cities to establish their own campaign contribution limits for their elective offices; and

WHEREAS, Elections Code Section 10202 (automatically repealed on January 1, 2021) and Government Code Section 85702.5 (effective on January 1, 2021) further permits the City to establish its own campaign contribution limits that are different from what is established by Government Code Section 85301 and 83124 by resolution or ordinance; and

WHEREAS, the City of Compton currently does not have campaign contribution limits or regulations and it is the intent of the City Council that this Ordinance establishing that there be no limit on campaign contributions comply with the free speech clauses of the United States and California Constitutions and the decisional law by the federal and state courts; and

WHEREAS, based on the foregoing, the City Council does not desire to establish campaign contribution limits for candidates for Elective City office.

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

Section 1. That Chapter 6 (Election Procedure) of the Compton Municipal Code is hereby amended to add a new Section 6-24 (titled "Campaign Contribution Limits) to read as follows:

6-24 CAMPAIGN CONTRIBUTION LIMITS.

6-24.1 Purpose. On October 8, 2019, the Governor signed Assembly Bill 571, setting campaign limits for elective city offices commensurate with State limits. Assembly Bill 571 also authorizes a city to set its own campaign contribution limits different than the State limits. The purpose of this Section is to comply with the provision of Government Code Section 85702.5 which authorizes a city to impose its own limit on campaign contributions by ordinance or resolution.

6-24.2 Definitions. Except as more specifically provided herein, the definitions set forth in the Political Reform Act of 1974 (Government Code Sections 81000, *et seq*., as amended) shall govern interpretation of this Section 6-24 and are hereby incorporated by reference.

*"**City election**"* shall mean any primary, general, or special election, including a recall election, held within the City of Compton for elective City office or on a City measure. Each primary, general, or special election is a separate election for purposes of this section.

*"**Elective City office**"* shall mean member of the City Council, the Mayor, the City Clerk, the City Treasurer and the City Attorney.

6-24.3 City Campaign Contribution Limits. The City Council hereby imposes no limit on the campaign contributions that a candidate for Elective City office may receive for any separate City election.

Section 2. That should any provision, section, subsection, sentence, paragraph, clause, phrase or word of this Ordinance, hereby adopted, be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by any reason of any preemptive legislation, such invalidity shall not affect the remaining provisions of this Ordinance which can be implemented without the invalid provisions, and, to this end, the provisions of this Ordinance are declared to be severable.

Section 3. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager and the City Attorney.

Section 4. That this Ordinance shall take effect thirty (30) days after the date of its final passage and adoption by the City Council.

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

ADOPTED this _____ day of _____, 2021.

_____
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, do hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2021.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

February 9, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: COMPTON MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND PITNEY BOWES PRESORT SERVICES LLC FOR USE OF VACANT PROPERTY FOR EMPLOYEE PARKING

SUMMARY

City Council will consider a request from Pitney Bowes Presort Services LLC ("Pitney Bowes") to enter into a lease agreement (effective on a mutually agreed commencement date through August 31, 2021), for use of approximately 24,300 square feet of vacant, unused and unimproved outdoor space at property located at 18551 Broadwick Street, Rancho Dominquez for temporary parking of their employees' and business invitees' personal vehicles.

BACKGROUND

The City owns certain real property located at 18551 Broadwick Street, Rancho Dominquez (the "Site"), part of which is occupied by facilities and equipment of the Compton Municipal Water Department ("Department").

The Department has four (4) 3.0 million gallon water storage tanks on the Site for providing water to the distribution system to meet system demands. A portion of the property at the Site is not being utilized by the Department and is vacant, unused, unimproved and separated by a chain-link fence from the rest of the property at the Site.

STATEMENT OF THE ISSUE

Pitney Bowes facilities are located at 18550 South Broadwick Street, Rancho Dominquez and seek City Council authorization to enter into a lease agreement with the City that will commence on a mutually agreed commencement date through August 31, 2021, to use approximately 24,300 square feet of vacant, unimproved land (the "Premises") located at the Site as temporary parking of their employees' and business invitees' personal vehicles. If a lease agreement is authorized, Pitney Bowes will:

1. Pay Three Thousand Dollars ($3,000.00) rent per lease month for the term of the lease agreement.

2. Place gravel or road base on the Premises.

3. Pay for all of its operations on/at the Premises, including but not limited to insurance, security, utilities and general upkeep.

FISCAL IMPACT

Leasing this vacant, unused portion of this Site to Pitney Bowes will result in the area being physically improved by the prospective tenant at no cost to the City and the City's Municipal Water Department receiving additional monthly revenues of $3,000.00, with no ongoing expenses.

Lease payments shall be deposited in Account No. 5000-000-000-3980.

RECOMMENDATION

Staff recommends that the City Council approve this request and 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 LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND PITNEY BOWES PRESORT SERVICES LLC FOR USE OF VACANT PROPERTY FOR EMPLOYEE PARKING

WHEREAS, the City of Compton owns certain real property located at 18551 Broadwick Street, Rancho Dominquez (the "Site"), part of which is occupied by facilities and equipment of the Compton Municipal Water Department ("Department"); and

WHEREAS, the Department has four (4) 3.0 million gallon water storage tanks on the Site for providing water to the distribution system to meet system demands; however, a portion of the property at the Site is not being utilized by the Department and is vacant, unused, unimproved and separated by a chain-link fence from the rest of the property at the Site; and

WHEREAS, Pitney Bowes Presort Services, LLC ("Pitney Bowes") facilities are located at 18550 South Broadwick Street, Rancho Dominquez and seek City Council authorization to enter into a lease agreement with the City through August 31, 2021, to use approximately 24,300 square feet of vacant, unimproved land (the "Premises") located at the Site as temporary parking of their employees' and business invitees' personal vehicles; and

WHEREAS, Pitney Bowes seeks to lease the Premises for Three Thousand Dollars ($3,000.00) per lease month for the term of the lease agreement and will place gravel or road base on the Premises, pay for all of its operations on/at the Premises, including but not limited to insurance, security, utilities and general upkeep.

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

Section 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a lease agreement, effective on a mutually agreed commencement date through August 31, 2021, with Pitney Bowes Presort Services LLC for the exclusive use of approximately 24,300 square feet of vacant, unimproved outdoor space at 18551 South Broadwick Street, Rancho Dominquez for providing temporary parking of its employees' and business invitees' personal vehicles.

Section 2. That the monthly lease rental rate shall be Three Thousand Dollars ($3,000.00) per lease month for the term of the lease agreement.

Section 3. That lease payments shall be deposited in Account No. 5000-000-000-3980.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, City Attorney, Community Improvement Department and the Compton Municipal Water Department.

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

ADOPTED this _____ day of _____, 2021.

_____
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 the _____ day of _____, 2021.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

LEASE AGREEMENT
BETWEEN
CITY OF COMPTON
AND
PITNEY BOWES PRESORT SERVICES, LLC

This **LEASE AGREEMENT** is entered into as of the last date set forth in the signature lines below by and between the **CITY OF COMPTON,** a municipal corporation of the State of California, (hereinafter referred to as **"LANDLORD"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **PITNEY BOWES PRESORT SERVICES, LLC** (hereinafter referred to as **"TENANT"**), located at 18550 South Broadwick Street, Rancho Dominguez, California 90220.

RECITALS:

WHEREAS, the City of Compton ("Landlord"), has under its jurisdiction certain real property located at 18551 South Broadwick Street, Rancho Dominguez, California 90220 (the "Site"); and

WHEREAS, part of the real property at the Site is occupied by facilities and equipment of Landlord's Municipal Water Department and part of the Site is vacant land (as depicted in the diagram/map attached hereto as Exhibit A); and

WHEREAS, Pitney Bowes Presort Services, LLC ("Tenant") operates a business in close proximity to the Site at 18551 Broadwick Street, Rancho Dominguez, California and requests to use approximately 24,300 square feet of the vacant portion of the Site for personal vehicle parking for its employees and business invitees for a term that shall commence on a mutually agreed date (as specified in Section 5 below and terminate on August 31, 2022; and

WHEREAS, on _____, 2021, the City Council adopted Resolution No. _____, which authorized the City Manager to enter into a lease agreement with the Tenant at a monthly rental rate of Three Thousand Dollars ($3,000.00)

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

WITNESSETH:

Section 1. **Premises.** The Landlord, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Tenant and upon the following terms and conditions, hereby leases to the Tenant, and the Tenant hereby hires and takes of and from the Landlord, that certain vacant portion and identified as "Parking" on Exhibit A (the "Premises") of the Site situated in Rancho Dominguez, County of Los Angeles, State of California, more particularly described as:

[The "Site"]

18551 Broadwick Street
Rancho Dominguez, California 90220

[The "Premises"]

Tenant shall lease approximately 24,300 square feet of vacant land as depicted in the diagram/map attached hereto as "Exhibit A".

Section 2. **Term.** This Lease shall be for a term commencing upon completion of the Landlord Work (as defined below in Section 5), and shall terminate on August 31, 2022, unless extended or terminated as otherwise provided herein. This Lease shall supersede any previous Leases and/or agreements, written or oral.

Section 3. **Rent.** During the Lease term, the Tenant shall pay to Landlord as rent for said Premises the sum of **Three Thousand Dollars ($3,000.00)** per lease month, pro-rated for any partial month. The Rent is intended as a gross rent and Tenant shall not be obligated to Landlord for any additional payments for Landlord's real estate taxes, insurance or operating expenses. Lease payments shall be due in advance on first (1st) day of each month for the term hereof. Any lease payment not received by the Landlord by the fifth (5th) day after written notice to Tenant that same remains outstanding shall be deemed late and a late fee (penalty) in the amount of **Five Percent (5%)** will be charged.

Payments shall be remitted to:

Compton Municipal Water Department
205 South Willowbrook Avenue
Compton, California 90220
Attn: General Manager
Payable to: City of Compton
[Please identify your Lease Site on the payment]

[18551 South Broadwick Street]

Section 4. **Use of Premises.** Tenant is entitled to use the Premises for the following purpose(s) only:

Temporary Parking of Tenant's Employees (and Business Invitees) Personal Vehicles.

Tenant shall not use the Premises for any other purposes without the prior written consent of the Landlord**.** Tenant shall not use the Premises for residential purposes. Tenant shall not use the Premises for the storage of unusable equipment or property or for the rental or storage of any type of equipment or vehicles.

Tenant shall have access to the Premises, as identified above, twenty-four (24) hours per day, seven (7) days per week.

Section 5. **Delivery of Premises.** Tenant accepts delivery of the Premises from Landlord in "As-Is" condition, except as follows:

Prior to the Commencement Date, Landlord, at Landlord's expense, shall (i) grade the Premises, (ii) remove all brush and weeds at the Premises and (ii) remove all items stored on the Premises (collectively, the "Landlord Work"). Landlord shall use good faith efforts to complete the Landlord Work within thirty (30) days of execution of this Lease Agreement. Upon completion of the Landlord Work, Tenant shall place gravel or road base on the Premises.

Section 6. **Utilities and Other Services.** Tenant shall make all arrangements and pay for all of its operations of the Premises, including, but not limited to, taxes, insurance, security, any utilities used by Tenant at or upon the Premises and general upkeep of the Premises that Tenant occupies.

Prior written approval shall be required for the installation of any utility and/or service that will involve physical alteration of the Premises and/or Site. Tenant shall reimburse Landlord for the cost of repairing any and all damages to the Premises and/or Site caused directly or indirectly by Tenant's utility or service provider or its equipment.

Section 7. **Assignment and Subletting.** Tenant agrees not to sublet the whole or part of the Premises, assign the Lease nor permit the use of the Premises by anyone other than the Tenant, its employees, business invitees, customers and patrons without in each case first securing the written consent of the Landlord. Notwithstanding the foregoing, without the prior consent of Landlord, Tenant shall have a right to assign this Lease to an entity controlled by, controlling or under common control with Tenant, but only if the use of the Premises remains as specified in **Section 4** above. Any attempted assignment or subletting of this Lease in violation of the provisions of this Section 7 constitutes fraud and this Agreement shall be null and void.

Section 8. **Alterations and Additions.** Tenant shall not make any alterations or construct any additions or improvements in or on the Premises, except as specified above in **Section 5**, unless approved in writing by the Landlord. Notwithstanding the foregoing, Landlord acknowledges and agrees that Tenant shall have the right to place the gravel or road base on the Premises in accordance with **Section 5** above and to install lighting and security cameras at the Premises. Tenant shall have the right during the Lease Term, and any extension of renewal thereof, with Landlord's consent, which shall not be unreasonably withheld, to store personal property and other temporary installations in and upon the Premises ("Alterations") as Tenant shall deem expedient or necessary for its purposes during the term of the Lease. All Alterations, whether installed by Tenant as Tenant Improvements or placed or stored on the Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Landlord agrees that Tenant may remove, during or at the expiration or other termination of the term of this Lease, or of any extension or holdover period thereof, as the case may be, personal property placed or stored in or upon the Premises by the Tenant or under its authority. Any personal property or improvements not removed by Tenant within thirty (30) days after the end of the term, or any extension or holdover period thereof, shall automatically become the property of Landlord, subject to disposal at the discretion of the Landlord.

Section 9. **Repairs and Maintenance.** Tenant shall keep the Premises in an orderly condition but shall have no liability for any maintenance, repairs or replacements to the Premises, other than to the extent of damage caused by Tenant or Tenant's employees, agents or representatives . The Premises shall be kept free from any and all liens and charges on account of labor or materials used in connection to any work thereon.

Tenant shall repair any damage to the Site and/or the Premises caused by Tenant's use, storage and/or removal of its personal property, equipment, materials or improvements. Tenant agrees to repair any damages caused by Tenant, its employees, contractors, agents or invitees, negligently or otherwise, at its own expense, and maintain the Premises leased and to return said Premises to Landlord in as good order and condition as the same were in at the commencement of this Lease, reasonable normal wear and tear, excepted. Tenant must obtain prior written approval from the Landlord, which approval will not be unreasonably or untimely withheld, prior to commencing any repairs to the leased Premises.

Section 10. **Insurance.** Tenant shall furnish certificates of insurance, along with endorsements, issued to Landlord substantiating the fact that it has taken out the specified insurance, with an insurance carrier acceptable to the Landlord under forms satisfactory to the Landlord. Each certificate shall bear an endorsement precluding cancellation or reduction in coverage of any policy covered by such certificate except upon at least thirty (30) days prior written notice to Landlord. During the Term and upon Landlord's written request, Tenant shall deliver to Landlord copies of certificates evidencing any renewals thereof. It is agreed that Landlord shall not be liable for the payment of any premiums or assessments on the insurance required.

Tenant shall present evidence of required insurance and certificate of endorsement to Landlord no later than at the time of executing this Agreement. ***Failure on the part of the Tenant to procure or maintain insurance shall constitute a material breach upon which the Landlord may immediately terminate this Lease Agreement.***

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

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

b. Workers' Compensation Insurance. Tenant shall provide and maintain at its own expense during the term of this Agreement a program of Workers' Compensation Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all employees providing services by or on behalf of the Tenant and all risks to such employees under the Agreement.

c. Insurance Endorsements. The General Commercial Liability Insurance policy shall be endorsed with the following language:

(1) The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named and covered as **"additional insureds"** with respect to liability arising out of the activities of the Tenant.

(2) The insurer waives all rights of subrogation against the City.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City.

(4) Identify the leased Premises covered by the policy(ies) and the identity of the insured(s).

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Tenant and/or its contractors, employees and business invitees under the terms of the Lease Agreement. Tenant 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 relating to Tenant's use of the Premises.

Section 11. Losses. Landlord shall not be responsible for losses or damage to personal property, equipment or materials of Tenant, its employees, guests or invitees. Landlord will not keep improvements which are constructed or installed and owned by Tenant under the provisions of this Lease insured against fire or casualty, and Tenant will make no claim of any nature against Landlord by reason of any damage to the business or property of Tenant in the event of damage or destruction by fire or other cause, arising other than from or out of the gross negligence or willful misconduct of agents or employees of the Landlord in the course of their employment.

Section 12. Damage or Destruction. Landlord agrees that should the Premises be so badly damaged by earthquake or other violent action of the elements, or destroyed by fire or other casualty, so as to render them wholly unfit for Tenant's occupancy, then this Lease may be terminated immediately upon the happening of any such event, whereupon Tenant shall surrender the Premises and shall not be obligated for any further rental payment and Landlord shall refund any unearned rent paid in advance by Tenant, calculated at a daily rate based on the regular monthly rental.

Section 13. Hazardous Materials. Tenant shall not use any Hazardous Materials in/or on the Site or the Premises, except as necessary in the ordinary course of business and in full compliance with all Environmental Laws. Tenant will promptly notify Landlord of any release or presence of any Hazardous Material in the Premises of which Tenant placed or becomes aware. "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste (including constituents thereof) that is or becomes regulated by one or more Governmental Authorities, but excluding any substances, materials or wastes used or produced in the ordinary course of, and customary to, Tenant's business.

a. Landlord Representation. Landlord represents and warrants that to the best of Landlord's knowledge, there are currently no Hazardous Materials on, in, at or affecting the Premises.

b. Remediation. If Hazardous Materials are released at the Premises by Tenant, its agents, employees, or contractors, then Tenant is solely responsible for the removal and/or remediation of any Hazardous Materials to the extent required by governmental authorities in compliance with applicable Environmental Laws. In no event shall, however, shall Tenant be responsible for the remediation of any Hazardous Materials unless they are released by Tenant, its agents, employees or contractors.

c. Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any and all claims, actions, suits, proceedings, loss, liabilities, damages, fines, costs, or expense (including reasonable attorneys' fees, consultants' fees, investigation and laboratory fees, court costs, and litigation expenses), which arise from the presence of Hazardous Materials at the Premises released by Tenant or its agents, employees, or contractors.

Section 14. Default. Tenant shall pay said rent to the Landlord without deduction, default or delay. In the event of the failure of Tenant to do so, or in the event of a breach of any other terms, covenants or conditions herein contained on the part of Tenant to be kept and performed and if such default continues for a period of ten (10) calendar days after receipt of written notice from Landlord to Tenant of such default, this Lease may be terminated. Landlord may not terminate the Lease if (a) Tenant cures the default within the ten (10) day period after notice of default is given, or (b) the default cannot reasonably be cured within ten (10) days after notice of default is given, but Tenant reasonably commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default. In the event of termination of this Lease, it shall be lawful for Landlord to reenter into and upon the Premises and every part thereof and to remove and store at Tenant's expense all property therefrom and to repossess and occupy the Premises. In addition thereto, Landlord shall have such other rights or remedies as may be provided for by law.

Section 15. Holding Over. In case Tenant holds over beyond the term herein provided with the consent, express or implied, of the Landlord, such tenancy shall be from month-to-month only, subject to the terms and conditions of this Lease, but shall not be a renewal hereof. Such month-to-month tenancy shall be terminable on thirty (30) days written notice by either party to the other party.

Section 16. Landlord's Access. Tenant agrees to permit the Landlord or Landlord's authorized agents, upon reasonable advance notice, free access to the Premises at all reasonable times for the purpose of inspection of the Premises. In no event, however, shall Landlord be entitled to access the interior of any vehicles parked on the Premises.

Section 17. Discrimination. The Tenant herein covenants by and for itself, its heirs, executors, administrator, and assigns, and all persons claiming under or through it that this Lease is made, accepted and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, enjoyment of the Premises herein leased nor shall the Tenant itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with referenced to the selection, location, number, use of occupancy, of tenants, or vendees in the Premises herein leased.

Section 18. Indemnification. Tenant shall indemnify and save harmless the Landlord**,** its officials, officers, employees, agents and volunteers (collectively hereafter the "Landlord Indemnities"), against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save the Landlord from any and all liability and expense, including 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 in any way resulting from or arising out of Tenant's**,** its employees, contractors, agents or invitees negligent or intentional acts in or on the Premises.

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

Section 19. Recovery of Legal Fees. If action is brought by Landlord for the recovery hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of the Premises, or to protect any rights given to the Landlord against the Tenant, and if the Landlord shall prevail in such action, the Tenant shall pay to the Landlord such amount of all costs and expenses, including attorney's fees in said action, as the court determines to be reasonable.

Section 20. Partnership Disclaimer. Tenant and Landlord, and any and all agents of the Tenant and Landlord, shall act in an independent capacity and not as officers or employees of one another. Nothing herein contained shall be construed as constituting the Parties herein as partners.

Section 21. Vacating Premises. Tenant shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender and yield up to the Landlord, the Premises in substantially the same condition as on the Commencement Date, reasonable use and wear thereof and damage by acts of nature, excepted.

Section 22. Compliance with Laws. Tenant shall at its sole cost and expense, comply with all the laws and requirements of all municipal, county, state and federal authorities now in force, or which may hereafter be in force ("Applicable Laws") pertaining to the use of the Premises as provided by this Lease. Except as provided in Sections 8 and 13 above, Tenant shall not be obligated to make any improvements, alterations or other modifications to the Premises to cause same to be in compliance with any Applicable Laws .

Section 23. Easements and Right of Way. This Lease is subject to all existing easements and right of way. Landlord further reserves the right to grant additional public utility easements as may be necessary and Tenant hereby consents to the granting of any such easements. The public utility will be required to reimburse Tenant for any damages suffered by Tenant caused by the construction work on the easement area.

Section 24. Waiver of Consequential Damages. In no event shall Landlord or Tenant be liable to the other party for consequential, indirect, special, or punitive damages.

Section 25. Relocation. Tenant acknowledges that Tenant, its employees, contractors, subordinates and assigns are not entitled to any Relocation Payment or Relocation Advisory Assistance due to their occupancy of the Premises.

Section 26. Failure to Perform. In the event of the failure, neglect or refusal of Tenant to do, or perform work, or any part thereof, of any act or thing in this Lease provided to be done and performed by Tenant, after written notice to Tenant and Tenant's failure to thereafter perform in thirty (30) days (or if the work cannot be performed in thirty (30) days to commence performance of such work and diligently prosecute to completion), Landlord shall, at its option, have the right to do and perform the same, and Tenant hereby covenants and agrees to pay Landlord the costs thereof on demand.

Section 27. Binding on Successors. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Landlord, and wherever the context permits or requires the successors in interest to the Tenant.

Section 28. Amendments. This Lease Agreement may be modified or amended only be written document executed by both Tenant and Landlord's City Manager, approved as to form by the City Attorney, and except for minor modifications, authorized by Landlord's legislative body. Such document shall expressly state that it is intended by the Parties to amend the terms and conditions of this Lease Agreement.

Section 29. Waivers. A waiver by either party to this Agreement of any breach of any terms, covenants 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.

Section 30. Governing Law and Severability. This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

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

Section 31. Notices. All notices, demands or requests to be given under this Lease Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth (5^{th}) day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one business day after sending by nationally recognized overnight courier.

To Landlord:
City Of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: General Manager, Compton Municipal Water Department
(310) 605-5595
(310) 763-4567 – fax.

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

To Tenant:
Pitney Bowes Presort Services, LLC
10110 "I" Street
Omaha, Nebraska 68127-1189
Attn: Lease Administration (PBPS CA091LIC)

With copies to: **Pitney Bowes Inc.**
27 Waterview Drive
Shelton, Connecticut 06484
Attn: Lease Administration (CA091LIC)

Savills Studley Occupier Services, Inc.
4532 West Kennedy Boulevard, Suite 440
Tampa, Florida 33609
Attn: Lease PBI Administration (PBPS CA091LIC)

Section 32. **Authority to Execute.** Each party represents to the other that this Lease has been duly authorized, executed, and delivered by and on behalf of such party and constitutes the valid, binding, and enforceable agreement of such party in accordance with the terms of this Lease. In addition, Landlord represents to Tenant that Landlord has the full right, power, and authority to enter into this Lease without the necessity of obtaining any third party approval (other than those already obtained by Landlord) and that the terms of this Lease do not violate any lease, loan, condition, covenant, restriction, exclusive, or any other agreement or provisions which existed prior to the date of this Lease.

Section 33. **No Construction Against Drafting Party.** Landlord and Tenant acknowledge that each of them and their respective counsel have had an opportunity to review this Lease and that this Lease will not be construed for or against either party merely because such party prepared or drafted this Lease or any particular provision thereof.

Section 34. **Entire Agreement.** This Lease and any exhibits or attachments hereto and incorporated herein constitute the entire agreement of Landlord and Tenant. There are no agreements, terms, conditions or obligations other than those set forth herein. This Lease shall supersede all previous communications, representations or agreements, either verbal or written between Landlord and Tenant. This agreement may be modified only by written agreement signed by both Landlord and Tenant.

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

PITNEY BOWES PRESORT SERVICES, LLC./TENANT

By _____ **Dated:** _____
Nicole Ziska, Vice President
Network and Process Optimization

CITY OF COMPTON/LANDLORD

Approved by:

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

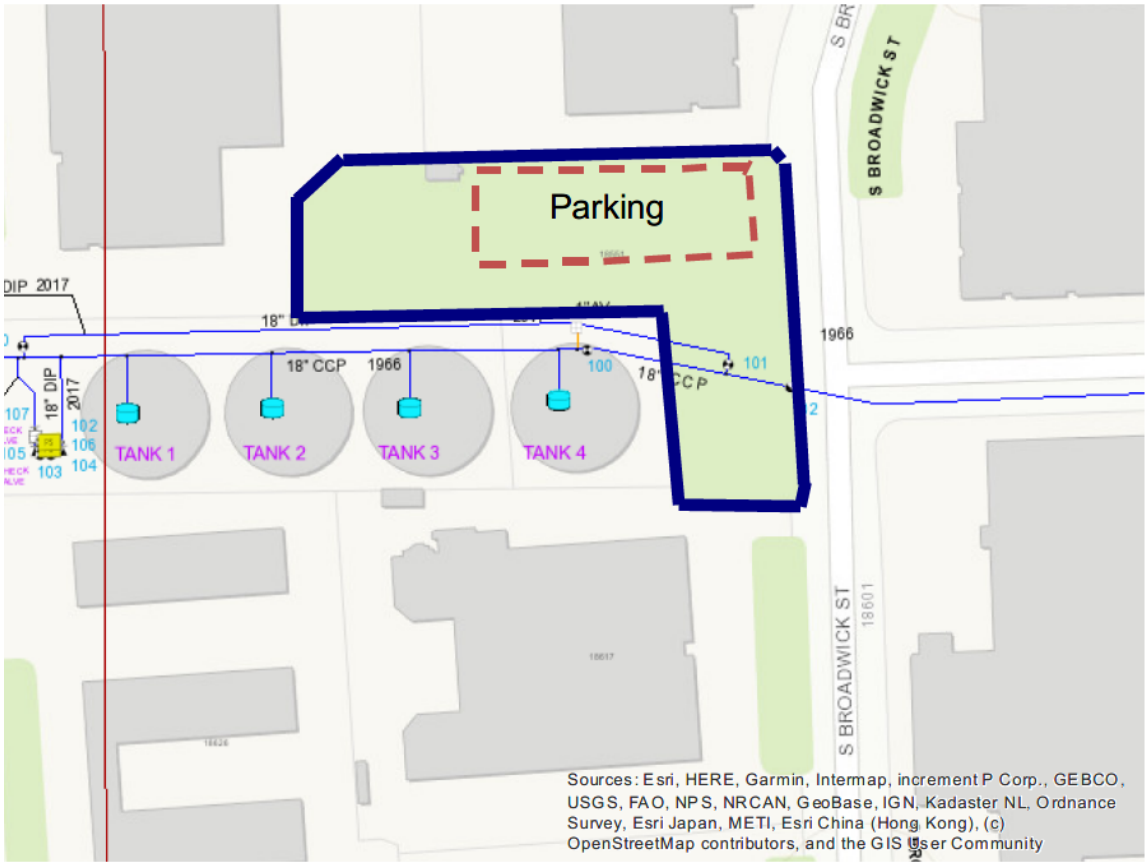
Approved as to form:

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

ATTEST:

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

Exhibit A


Parking
S BROADWICK ST
DIP 2017
18" DIP
2017
18" CCP
1966
100
101
1966
107
102
106
104
103
TANK 1
TANK 2
TANK 3
TANK 4
S BROADWICK ST
18601
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

February 9, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: COMPTON MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWO (2) YEAR AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO THE CITY OF SOUTH GATE FOR THE LEASE OF CENTRAL BASIN GROUNDWATER PUMPING RIGHTS FOR FISCAL YEARS 2021-2022 AND 2022-2023 ($342,000)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a two (2) year Groundwater Pumping Water Rights Lease Agreement with the City of South Gate to lease up to 900 acre-feet of water rights for Fiscal Years 2021-2022 and 2022-2023 to offset the amount of imported water the City would need to purchase from other sources, and issue a purchase order in the amount of One Hundred Seventy One Thousand Dollars ($171,000.00), upon approval of sufficient budget, for the lease of water rights for Fiscal Year 2021-2022.

BACKGROUND

The Compton Municipal Water Department ("Department") produces ground water, which can be augmented by purchasing treated water supplied by the Metropolitan Water District of Southern California ("MWD"). The City of Compton ("City") has 5,780 acre-feet of "Allowed Pumping Allocation" annually. The City supplies approximately 7,200 acre-feet of water annually to meet its customers demands. This approximately 1,420 acre-feet of difference in supply and demand is either made up by purchasing water from the MWD or by leasing pumping rights from other agencies. The production cost associated with ground water pumping has been historically more cost effective than purchasing imported water from other sources.

Water rights are required to pump groundwater from the Central Basin. These rights are valuable and there is a sizable surcharge for pumping more than the rights holder's allocated amount of water. Each year holders of groundwater rights solicit request for proposals to lease their water rights. This is the amount of water they are not able to carry over into the next fiscal year. This creates an opportunity for other parties to leverage, thereby reducing their supply cost because pumping groundwater is less expensive than purchasing imported water from the MWD.

STATEMENT OF THE ISSUE

The City of South Gate is willing to lease up to 900 acre-feet of their allowable pumping allocation of ground water to the City for Fiscal Year 2021-2022 and 2022-2023 at the unit cost of $190.00 per acre-foot of water (i.e. $171,000 per fiscal year). The City can utilize this leased allocation to offset the required amount of imported water through MWD connections.

FISCAL IMPACT

Funds in the amount of $171,000.00 for the cost of leased pumping rights during Fiscal Year 2021-2022 shall be budgeted in the Compton Municipal Water Department's 2021-2022 Fiscal Year budget, in Account No. 5000-890-0000-4262. Funds for Fiscal Year 2022-2023 shall be budgeted in the Compton Municipal Water Department's 2022-2023 Fiscal Year budget in Account No. 5000-890-000-4262. The cost associated with this is at $190.00 per/AF, with the total cost of $342,000.00 for the term of the agreement.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

BRIAN A. DICKINSON, GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWO (2) YEAR AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO THE CITY OF SOUTH GATE FOR THE LEASE OF CENTRAL BASIN GROUNDWATER PUMPING RIGHTS FOR FISCAL YEARS 2021-2022 AND 2022-2023 ($342,000)

WHEREAS, the Compton Municipal Water Department ("Department") produces ground water, which can be augmented by purchasing treated water supplied by the Metropolitan Water District of Southern California ("MWD"); and

WHEREAS, the City of Compton ("City") has 5,780 acre-feet of "Allowed Pumping Allocation" annually. The City supplies approximately 7,200 acre-feet of water annually to meet its customers' demands which leaves approximately 1,420 acre-feet of difference in supply and demand to be made up by purchasing water from the MWD or by leasing pumping rights from other agencies; and

WHEREAS, each year holders of groundwater rights solicit request for proposals to lease their water rights (i.e. the amount of water they are not able to carry over into the next fiscal year), creating an opportunity for other parties to leverage, thereby reducing their supply cost because pumping groundwater is less expensive than purchasing imported water from the MWD; and

WHEREAS, the City of South Gate is willing to lease up to 900 acre-feet of their allowable pumping allocation of ground water to the City for Fiscal Years 2021-2022 and 2022-2023 at the unit cost of $190.00 per acre-foot of water (i.e. $171,000 per fiscal year), which the City can utilize this leased allocation to offset the required amount of imported water; and

WHEREAS, staff recommends Council authorize the City Manager to execute a two (2) year agreement with South Gate to lease up to 900 acre-feet of water rights for Fiscal Years 2021-2022 and 2022-2023, and issue a purchase order, upon the approval of the budget, to the City of South Gate in the amount of $171,000.00 for Fiscal Year 2021-2022.

WHEREAS, funds for this expenditure will be budgeted in the Department's 2021-2022 and 2022-2023 Fiscal Year budgets in Account No. 5000-890-0000-4262.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a two (2) year (i.e. July 1, 2021 through June 30, 2023) Groundwater Pumping Water Rights Lease Agreement with the City of South Gate whereby the City will be able to lease up to 900 acre-feet of the City of South Gate's ground water pumping allocation rights during Fiscal Years 2021-2022 and 2022-2023.

SECTION 2. That funds in the amount of $171,000.00 for the cost of leased pumping rights during Fiscal Year 2021-2022 shall be budgeted in the Compton Municipal Water Department's 2021-2022 Fiscal Year budget, in Account No. 5000-890-0000-4262. Funds for Fiscal Year 2022-2023 shall be budgeted in the Compton Municipal Water Department's 2022-2023 Fiscal Year budget in Account No. 5000-890-000-4262.

SECTION 3. That a purchase order in the amount of $171,000.00 is hereby authorized to be issued to the City of South Gate for lease of water rights for Fiscal Year 2021-2022, upon the approval of funds in the Municipal Water Department's 2021-2022 Fiscal Year budget.

SECTION 4. That a purchase order in the amount of $171,000.00 is hereby authorized to be issued to the City of South Gate for lease of water rights for Fiscal Year 2022-2023, upon the approval of funds in the Municipal Water Department's 2022-2023 Fiscal Year budget.

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

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

ADOPTED this _____ day of _____, 2021.

_____
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 _____, 2021.

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

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

GROUNDWATER PUMPING WATER RIGHTS LEASE AGREEMENT BETWEEN THE CITY OF SOUTH GATE AND THE CITY OF COMPTON

This Groundwater Pumping Water Rights Lease Agreement ("Lease Agreement"), is made and entered into on September 22, 2020 and effective July 1, 2021, by and between the City of South Gate, a municipal corporation ("Lessor"), and the City of Compton, a municipal corporation ("Lessee"). Lessor and Lessee are sometimes hereinafter individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Lessor has certain Allowed Pumping Allocation ("APA") rights under and pursuant to that certain Judgment entered in the action entitled "Central and West Basin Water Replenishment District vs. Charles E. Adams, et. al", Los Angeles Superior Court Case No. 786656 ("Action"); and

WHEREAS, Lessor has determined that it is in its best interests to lease water extraction rights, without flex rights, to Lessee under the terms set forth herein.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

(1) Lessee is hereby granted a lease to extract Nine Hundred (900) acre-feet per Fiscal Year without flex rights of water of Lessor's APA for the two consecutive Fiscal Years of 2021/22 and 2022/23 (the "Term" of this Lease Agreement) under and pursuant to the Action. Fiscal Year begins on July 1st of each year and ends on June 30th of the following year.

(2) Lessee agrees to pay to Lessor the sum of One Hundred and Seventy One Thousand Dollars ($171,000) each Fiscal Year for 900 acre-feet of water rights without flex at a rate of $190 per acre-foot and for a **total sum of Three Hundred and Forty Two Thousand Dollars ($342,000).**

(3) Lessor will invoice Lessee within thirty (30) days after the Effective Date (defined in paragraph 5 below) of this Lease Agreement for the first Fiscal Year of the Term, and annually thereafter within thirty (30) days after the beginning of the second Fiscal Year of the Term. Payment must be made within fourteen (14) days after Lessor transmits the invoice to Lessee.

(4) Lessee shall exercise said right and extract the same on behalf of Lessor during the Lease Term and put the same to beneficial use. Lessee shall not by the exercise hereunder of said right acquire any right to extract water independent of the rights of Lessor.

(5) The Term of this Lease Agreement shall commence July 1, 2021 ("Effective Date") and shall expire by its own accord on June 30, 2023, or when Lessee has extracted the permitted acre feet of water per year under this Lease Agreement.

(6) This Lease Agreement may be terminated as follows:
   A. Automatically, at the expiration of the term;
   B. Upon mutual written agreement between the Parties; or
   C. Should either Party materially breach this Lease Agreement and fail to cure such breach within thirty (30) days of being notified by the other Party regarding such breach to the non-breaching Party's reasonable satisfaction.

(7) Lessee shall pay replenishment assessments levied on the pumping of said groundwater by the Water Replenishment District of Southern California.

(8) Lessee shall notify that District and its Watermaster that said pumping was done pursuant to this Lease and provide the Watermaster with a copy of this Lease Agreement.

(9) Lessee shall note, in any recording of water production for the Term of this Lease Agreement that said pumping was done pursuant to this Lease Agreement.

(10) Lessee's APA shall not be increased by the amount hereby Leased when computing carryover or allowable over extraction as provided by Part III, Subpart A and B in said Judgment.

(11) Lessee and Lessor represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Lease Agreement.

(12) Lessee and Lessor shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) arising from the indemnifying party's breach of any term or condition of this Lease Agreement or from the negligence or willful misconduct of the indemnifying party or its agents or employees.

(13) Lessor warrants that it has 900 acre-feet of APA and that it has not pumped and will not pump or permit any other person to pump any part of said 900 acre-feet during each Fiscal Year commencing July 1, 2021 and continuing through and including June 30, 2023.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Parties hereto have caused this Lease Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By:_____
Maria Davila, Mayor

Dated: _____

ATTESTED:

By:_____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:_____
Raul F. Salinas, City Attorney

CITY OF COMPTON:

By: _____
Craig J. Cornwell, City Manager

Dated: _____

ATTESTED:

By:_____
Alita Godwin, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Damon M. Brown, City Attorney

February 9, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: PUBLIC WORKS - STREET MAINTENANCE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO ACTION CLEANUP ENVIRONMENTAL SERVICES, INC. FOR THE REMOVAL OF FIRE DEBRIS UNDER THE ARTESIA BRIDGE ($37,250)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into an contract with Action Cleanup Environmental Services, Inc. for the removal of fire debris underneath the Artesia Bridge and issue a purchase order in the amount of Thirty Seven Thousand Two Hundred Fifty Dollars ($37,250.00).

BACKGROUND

The City of Compton owns and operates 30 bridges within its jurisdiction and is responsible for the operation, maintenance, repair or replacement of these structures as necessary. The primary function of a bridge is to carry traffic loads from heavy trucks, cars and trains over a structure or waterway that spans horizontally between two supports.

Over the years there has been an increased collection of trash and debris underneath the Artesia Bridge (“Bridge”) that has led to health and safety concerns. On December 18, 2020, the Compton Fire Department responded to a call of a fire underneath the Bridge. After extinguishing the fire, it was apparent the source of the fire was directly related to the large amounts of debris discarded underneath the Bridge. The debris, which included propane tanks, burned underneath the bridge at extreme temperatures before fire officials were able to extinguish it, causing noticeable damage to the structural integrity of the Bridge. Consequently, a total closure of the Bridge was deemed necessary pending an inspection by the Los Angeles County Department of Public Works (“LACDPW”) to determine the integrity of the Bridge.

STATEMENT OF THE ISSUE

The City, in conjunction with the LACDPW maintain, repair and/or replace bridges throughout the City. Due to the fire that occurred underneath the Bridge on December 18, 2020, LACDPW is requesting an environmental cleanup be completed prior to inspection and bridge repair.

The Public Works - Street Maintenance Department ("Department") solicited quotes from the following environmental cleaning companies:

Action Cleanup Environmental Services, Inc.	$37,250
Ocean Blue Environmental Services, Inc.	$92,900
Screamin Eagles	$57,000
Thomas Land Clearing Company	$15,400

Staff reviewed the proposals/quotes presented and in addition to price, assessed the anticipated quality of the services to be provided on this project pursuant to Compton Municipal Code Section 4-11.5, and determined that the proposal/quote of Action Cleanup Environmental Services, Inc.; while not the lowest monetary quote; to be the most responsive to the services sought by the City and had the most detailed approach to addressing the environmentally sensitive needs of this project, including strategies for best maintenance practices, site preparation, railroad right-of-way clearances and hazardous waste disposal at a reasonable price.

FISCAL IMPACT

Funding for this expenditure in the amount of $37,250 is available in the 2020-2021 Fiscal Year Adopted Budget in Account No. 1004-610-0004269.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

DAMION TIMMONS, STREET SUPERINTENDENT
PUBLIC WORKS – STREET MAINTENANCE DEPARTMENT

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO ACTION CLEANUP ENVIRONMENTAL SERVICES, INC. FOR THE REMOVAL OF FIRE DEBRIS UNDER THE ARTESIA BRIDGE ($37,250)

WHEREAS, the City of Compton owns and operates 30 bridges within its jurisdiction and is responsible for the operation, maintenance, repair or replacement of these structures as necessary; and

WHEREAS, over the years there has been an increased collection of trash and debris underneath the Artesia Bridge ("Bridge") that has led to health and safety concerns; and

WHEREAS, on December 18, 2020, the Compton Fire Department responded to a call of a fire underneath the Bridge and after extinguishing the fire, it was apparent the source of the fire was directly related to the large amounts of debris discarded underneath the Bridge; and

WHEREAS, the debris, which included propane tanks, burned underneath the Bridge at extreme temperatures before fire officials were able to extinguish it, causing noticeable damage to the structural integrity of the Bridge; and

WHEREAS, a total closure of the Bridge was deemed necessary pending an inspection by the Los Angeles County Department of Public Works ("LACDPW") to determine the integrity of the Bridge and LACDPW is requesting an environmental cleanup be completed prior to inspection and Bridge repair; and

WHEREAS, the Public Works - Street Maintenance Department ("Department") solicited quotes from the following environmental cleaning companies:

Action Cleanup Environmental Services, Inc.	$37,250
Ocean Blue Environmental Services, Inc.	$92,900
Screamin Eagles	$57,000
Thomas Land Clearing Company	$15,400

WHEREAS, staff reviewed the proposals/quotes presented and in addition to price, assessed the anticipated quality of the services to be provided on this project pursuant to Compton Municipal Code Section 4-11.5, and determined that the proposal/quote of Action Cleanup Environmental Services, Inc. to be the most responsive to the services sought by the City and had the most detailed approach to addressing the environmentally sensitive needs of this project, including strategies for best maintenance practices, site preparation, railroad right-of-way clearances and hazardous waste disposal at a reasonable price; and

WHEREAS, funding for this expenditure is available in the 2020-2021 Fiscal Year Adopted Budget.

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

Section 1. That the proposal/bid submitted by Action Cleanup Environmental Services, Inc. for environmental cleanup services underneath the Artesia Bridge is hereby accepted and all other proposals/bids rejected.

Section 2. That the City Manager, on the advice and approval of the City Manager is hereby authorized to into a contract with Action Cleanup Environmental Services, Inc. for environmental cleanup services underneath the Artesia Bridge and issue a purchase order in the amount of Thirty Seven Thousand Two Hundred Fifty Dollars ($37,250.00).

Section 3. That funding for this expenditure is available in the 2020-2021 Fiscal Year Adopted Budget in Account No. 1004-610-000-4269.

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

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

ADOPTED this _____ day of _____, 2021.

_____
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 _____, 2021.

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 28, 2020

Attn: Damion Timmons

City of Compton
458 Alameda Street
Compton, California 90221

RE: Homeless Encampment Fire Debris Removal at Artesia Bridge

Dear Mr. Timmons,

Please find the below pricing and information for the removal of debris from Homeless Encampment's at the Artesia Bridge in the City of Compton. Based upon a site walk and information provided by representatives of Public Works Department, it is our understanding that the project objectives include the following:

Work Activity	Cost (thousands)
** Work to commence by spraying solution on active Homeless Encampment/ and collaborative effort with city personnel **	
2. L, E, M to Spray 2% disinfectant solution	$5250
3. Labor (1 supervisor + 5 technicians) 5 days at Artesia Bridge Location (4x10hr days per job walk performed and estimating 6-7 40yd bins of trash) Total estimated cost $37,250.00	$32000

- Action shall provide all labor, materials, equipment and supplies to assist with spraying

2% disinfectant solution at the Firestone Bridge location. This location will be sprayed down 24 hours prior to any work activities being performed. Once Public Works personnel has made arrangements with the local law enforcements agencies and Action Cleanup has been contacted to commence the removals. We have determined it will take a total of 5 days to perform all removal activities.

- Daily for the project as well as upon completion for closeout of the project, Action Cleanup will provide City of Compton Public Works Department personnel with a report detailing the activities performed to meet the objectives of this project. This shall include at a minimum, copies of the following: Daily Foreman reports, Tailgate meetings, Pre-Task Plans (PTP), Job Hazard Analysis (JHA) for each task.
- Maintain complete containment within specified areas, all existing contaminants, water from dust control, dust and all generated debris during the removal process.
- Implement and maintain decon station requirements around affected work areas including all discharge points that leave the Regulated Work Areas per standards.
- All equipment will be inspected daily and certified safe by Action prior to use.

Staffing

Action shall provide all labor, materials and equipment to perform the scope of work as per site walk. Prior to mobilization, Action will provide all required submittals including Site Specific HASP, worker documentation including 40-hour HAZWOPER, 8-hour HAZ Supervisor, CPR-First Aid, Final Schedule and applicable work plans. After all submittals have been received and approved, Action will provide a Project Manager and will mobilize to the site with (1) Supervisor, a crew size of (5) Technicians and all applicable equipment including skid steer, personal protection equipment (PPE) and tools needed to perform scope of work. Site technicians will be supported by our Bellflower office. Additional technicians, equipment and supplies if needed will be dispatched through Arsenio Hernandez (Action Project Manager).

Storm Water Measures

Action will begin the trenching/ excavating process by implementing storm water best management practices (BMPs) for our specific work area. Daily inspection and documentation of existing implemented BMPs. For the overall site, we will establish a designated laydown area for delivery and shipping of materials within the site.

General Requirements for Working Around Rail Road Right of Ways

Prior to performing activities, verification that all required clearances and Rail Road personnel are notified of work being performed and that isolations measures have been obtained or performed including but not limited to:

- Flag Man have been designated and appointed all active rail spurs have been identified and Railroad personnel have been contacted.

Specific Items of Concern to be Addressed prior to and during all Removal Activities

- Protect all authorized personnel from exposure to any possible Hazardous/ Biological waste.
- Exclusion Zones have been delineated.
- Ensure all affected locations are identified and verified daily.
- Verify all BMPs are implemented including protecting of drains or open culverts.
- Ensure sufficient dust control measures are being implemented at all times.
- Ensure ingress/egress routes are clear of obstructions and or debris at all times.
- Ensure appropriate decontamination stations are available and demarcated within each work area at all times.

BMP will be used for separating the work site from all non-essential and or Action personnel will occur with documentation.

- Action will load out and haul materials through designated routes to our temporary laydown area. Our intent will be to load the debris directly into roll off containers provided by Action/ WM. With the assistance from Public Works personnel, we will schedule bins/trucks for disposal once we have filled bins at capacity.
- No items will be removed prior to a Daily Task Plan being filled out and site safety meeting held to determine potential hazards and/or safety concerns for tasks to be completed. All precautions shall be taken during encampment removal to ensure proper PPE are being implemented and adjusted accordingly.
- All existing site BMPs (i.e. runoff) will be maintained, checked daily and conditions repaired and or replaced as needed.
- While it is not anticipated at this time, if the need arises then all hot work shall have at a minimum the following items: an internal Hot Work permit, fire watch, fire extinguisher or fire hose present during and up to 1-hour after any torching event. Phone numbers shall be posted for all emergency contacts including Medical, Fire and Police. In the event of an emergency, all persons shall report to a designated evacuation area (this area will be established at the nearest safe distance to the structure prior to work commencing) and await instruction. In the event of a fire, all persons shall notify their Supervisor.

We appreciate the opportunity to submit our Proposal. Please do not hesitate to contact me if you have any questions.

Sincere} ,

Arsenio Hernandez
Action Cleanup Environmental Services, Inc.

THOMAS LAND CLEARING COMPANY

2170 W. Esther Street, Long Beach, Ca. 90813
Phone No: (562) 436-6025 Cell No: (562) 572-6118
Email: tlc.demo@verizon.net Website: www.jesdbes.com

December 30, 2020

City of Compton / Public Works Dept.
205 S. Willowbrook Ave
Compton, Ca. 90220

Re: Homeless Encampment Clean Up Proposal

Thomas Land Clearing Company proposes to remove and properly dispose of ALL debris located under 91 freeway Bridge off of Santa Fe and Artesia as discussed at site visit. Proposal includes the trucking, disposal and dump fees for ALL material to a certified landfill.

All work will be done in a safe manner and in accordance with all local, state and federal regulations.

Total Proposed Price: $ 15,400.00

If you have any questions, please feel free to contact us at any time.

Respectfully Submitted,

Willie A. Thomas
Owner

JAN. 2021

Screamin Eagle Services



Artesia Blvd. Underpass

Compton, CA 90220

Encampment/Debris Clean-Up

PROPOSED BY

Andrew Thompson
Owner

WHO ARE WE

ABOUT US

Founded in 2012, we have operated with professionalism and accessibility throughout Southern California. We've developed relationships with reputable companies and municipalities due to completing projects beyond a satisfactory level. We can operate with the ability and efficiency of a large corporation while still maintaining a small town integrity and values, and are dedicated to timely service, within budget. Emphasizing stewardship, we meet our clients needs with the appropriate solutions met with first class execution. This is all made possible due to a great team of maintenance technicians and drivers with excellent backgrounds and strategic training.

LEADERSHIP



COMMUNITY



EXCELLENCI



Proposed Rates

We do our best to offer cost effective options with moderate and competitive rates that have 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. We are flexible so if there is something your agency prefers of the options we provide, we are open tconsidering and adjusting them.

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 mainten techs are trained professionals with a vast skills set which includes:

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

SCOPE OF WORK

- Contractor shall coordinate a Site Assessment Meeting within 48 hours of initial contact by the City of Compton

- Contractor shall meet with the designated city representative at the job site to review volume of work anticipated and schedule clean-up work that shall occur within five (5) working days of Site Assessment Meeting.

- Jobsites may be in heavy foliage, steep embankments, next to train tracks, by creeks and other requiring alertness to the environment and pre-planning to prevent injury or illness.

Day of scheduled encampment clean-up work:

- Contractor shall meet the designated city representative at the specified job site at the specified time.

- Contractor shall work with the designated city representative or law enforcement to ensure camps are clear of occupants.

- Contractor shall provide all labor, materials, tools, protective clothing, heavy machinery, equipment, vehicles, and supplies required to remove homeless encampments/debris.

- Contractor shall provide a crew sufficient to properly clear and clean the site.

- Contractor will be responsible for the supervision/management of its crew and ensure all necessary safety procedures are followed.

- Contractor shall provide and maintain to their staff all appropriate Personal Protective Equipment (PPE) while onsite and provide all necessary tools for collecting, removal, and transportation of debris. PPE shall include but not be limited to hardhats, safety glasses, vests, masks, and gloves, and leather (or adequately puncture resistant) boots.

- Contractor shall follow California Department of Industrial Relations Bloodborne Pathogen Standard.

SCOPE OF WORK CONT.

- Contractor shall separate debris, biological waste, sharps, and other hazardous substances and materials by using proper containers for storage and transport.
- Contractor shall remove, transport, and dispose of all debris, biological waste, sharps, and other hazardous substances and materials to proper collections sites (Landfill, Hospitals, County hazardous collection site, etc.) in accordance with all applicable laws.
- Contractor shall photograph the encampment site before and after the cleanup to document the condition of the site.
- Contractor shall provide photographs of cleanup to the city electronically within 5 business days after completion of the clean-up.
- Contractor shall trim and dispose of vegetation at sites as directed by the city as an encampment deterrent measure.
- Contractor shall follow best practices of work procedures to safely manage any hazardous materials that may be found on the jobsite, including urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat.
- Contractor shall immediately contact the local law enforcement in the event that weapons or illegal contraband is found. In most circumstances, weapons and illegal contraband will be removed prior to the arrival of the Contractor.
- Contractor shall notify the City of Compton if an adjacent homeless encampment is discovered in the general area during the course of an encampment/debris clean-up to obtain authorization prior to proceeding with any additional work that was not identified in the original Site Assessment Meeting.

IMAGES OF SITE







PAYMENT SCHEDULE (BID CALCULATION)

ENCAMPMENT/DEBRIS CLEAN-UP

Cost of Clean-up (Including all materials and equipment necessary to complete each task in a timely and professional manner)	$57,000 (Fifty-seven thousand dollars

Compensation: For all services which the contractor is obligated to perform under the terms of this proposal, the city shall pay to the contractor the full amount within two weeks of receiving an invoice for previously performed work.

EQUIPMENT TO BE USED

The contractor shall furnish, at his own expense, all tools, equipment, labor, safe transport of debris, material and services necessary for the satisfactory performance of the work set forth in the project specifications

THANK YOU FOR CONSIDERING US!

City Leader,

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 trained technicians 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

Andrew Thompson
Owner

View our work: Screamineagleservices.com
Email: screamineagleservices@gmail.com
Phone: 310. 345. 2950

We're also on Instagram @screamineagleservices

OCEAN BLUE
ENVIRONMENTAL SERVICES, INC.

925 West Esther Stre
Long Beach, CA 908

Ph: (562) 624-4120
Fx: (562) 624-4127

January 5, 2021

Mr. Damion Timmons
CITY OF COMPTON
205 S. Willowbrook Avenue
Compton, California 90220

RE: Homeless camp removal Under Artesia bridge and Santa Fe Ave. Compton Ca.

Dear Mr. Timmons:

Ocean Blue Environmental Services, Inc. appreciates the opportunity to provide you with a Cost Estimate based at current rate 2020 rate schedule during a normal work week during three ten-hour workdays to remove homeless trash debris as requested, not included in cost estimate will be any unknow amounts of any hazardous or Bio waste to be removed and properly manifested and taken away for disposal. Price shall be based on 10 high side of trash debris four super ten dump trucks to provide CMB base material to build a temporary road to the removal location. Ocean Blue shall provide qualified supervision, labor, equipment, safety equipment, proper PPE, sanitizing, and disposal of all generated burnt trash waste from the underpass of Atresia bridge where the fire occurred. Any delays beyond the control of Ocean Blue Environmental Services will be billed at current rate schedule or negotiated.

ASSUMMISSIONS

- City to provide homeless removal of people before commencement of project.
- Ocean Blue will have authorization to sign BOL tickets for waste removal.
- No Hazardous or Bio waste to be manifested for disposal.

Project Cost: $ 92,990.00

This estimate shall remain in effect for 30 days. If you require any additional information or service, please contact me at 562-755-4698.

Sincerely,

Ed Acosta

Ed Acosta
Project Manager