

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

**COMPTON CITY COUNCIL
AGENDA
01/23/2024**

**4:00 PM – CHRISTMAS PARADE AWARDS
PRESENTATION**

5:30 PM – PUBLIC MEETING

**CITY COUNCIL CHAMBERS
205 SOUTH WILLOWBROOK AVE
COMPTON, CA 90220**

PRESENTATIONS

THE 68TH ANNUAL CHRISTMAS PARADE AWARDS PRESENTATION -
JANUARY 23, 2023 @ 4PM

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

REGULAR AGENDA

CITY MANAGER'S REPORT

1. NAACP REQUEST TO USE CITY FACILITY (COUNCIL CHAMBERS): 2024 CANDIDATES FORUM - SATURDAY, FEBRUARY 24, 2024 10AM-12PM

NEW BUSINESS

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE GENERAL SERVICES DEPARTMENT 2023-2024 FISCAL YEAR BUDGET TO APPROPRIATE \$149,717.50 FROM THE INSURANCE RECOVERY FUND AND ENTER INTO AN AGREEMENT WITH PRIORITY HEATING AND AIR CONDITIONING, INC. AND ISSUE A PURCHASE ORDER FOR THE REPLACEMENT OF ELEVEN (11) HVAC UNITS LOCATED AT 700 NORTH BULLIS ROAD (\$149,717.50)
3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH UNIFIRST CORPORATION TO PROVIDE UNIFORMS FOR THE PUBLIC WORKS STREET MAINTENANCE DEPARTMENT IN AN AMOUNT NOT TO EXCEED TWENTY THOUSAND DOLLARS (\$20,000)
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR GENERAL PUMP COMPANY FOR PROVISION OF WATER WELL AND BOOSTER PUMP TECHNICAL AND MAINTENANCE SERVICES (\$540,471.43)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 2/6/2024 5:30PM

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



January 16, 2024

To: City of Compton
 Ms. Tripenia Simmons
 Assistant City Manager
 Mr. Willie A Hopkins
 City Manager

Ref: March 5, 2024, Compton City and State Senate Election

Good morning Ms. Simmons and Welcome to the City of Compton Mr. Hopkins!

I am LaTanya Ganter a long-time resident of Compton, Vice President of the Compton NAACP and Executive Board Member of the Concerned Citizens of Compton, Inc. Both organizations are well-known non-profits in the city and have a history of joining together to provide Community Election Candidates Forums. The two organizations pride themselves by providing unbiased and professional candidates forums. Both organizations have a mutual goal and that is to provide registered voters with the opportunity to meet and hear the candidates before casting their votes.

Our previous candidate's forum includes the City of Compton, Compton Unified School District, California State Assembly, California State Senate, Los Angeles County Board of Directors. We have a reputation for creating an atmosphere where candidates are treated equally and with respect, and an atmosphere where the registered voters can have their questions and concerns addressed.

In the past our Candidates Forum has been held in the City Council Chambers and viewed on Local Cable Channel 36. We request the use of the City Council Chambers for the Forum, and it is available for residents to view on Channel 36. Our request date is Saturday February 24, 2024. 10am to 12pm will be the City of Compton Candidates. 1pm-3pm will be State Senate District 35 Candidates. Both organizations have volunteers to provide assistance to the Candidates and the public audience at large. The forum will be held in an orderly manner.

We look forward to hearing from you.

Sincerely,
 LaTanya Ganter
 310-617-6978

Cc:
 Paulette Gipson
 NAACP Compton Branch
 Richard Earl
 Concerned Citizens of Compton, Inc

January 23, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE GENERAL SERVICES DEPARTMENT 2023-2024 FISCAL YEAR BUDGET TO APPROPRIATE \$149,717.50 FROM THE INSURANCE RECOVERY FUND AND ENTER INTO AN AGREEMENT WITH PRIORITY HEATING AND AIR CONDITIONING, INC. AND ISSUE A PURCHASE ORDER FOR THE REPLACEMENT OF ELEVEN (11) HVAC UNITS LOCATED AT 700 NORTH BULLIS ROAD (\$149,717.50)

SUMMARY

Adoption of the attached resolution will amend the General Services 2023-2024 Fiscal Year Budget and authorize the City Manager to enter into an agreement and establish a purchase order to Priority Heating and Air Conditioning, Inc. and issue a purchase order in the amount not to exceed **One Hundred Forty-Nine Thousand Seven Hundred Seventeen Dollars and Fifty Cents (\$149,717.50)** for the replacement of eleven (11) heating, ventilation, and air conditioning units located at the CareerLink Facility - 700 North Bullis Road, Compton, CA 90221.

BACKGROUND

The City of Compton owns certain real property located at 700 North Bullis Road, Compton, CA 90221, which is currently occupied by the City of Compton Local Housing Authority, Coalition for Humane Immigrant Rights, and The Secret Place Church. On August 7, 2023, staff received a complaint from the City of Compton Local Housing Authority, stating that the heating, ventilation, and air conditioning system was malfunctioning. The General Services maintenance staff investigated the complaint and discovered nine (9) of sixteen (16) units had been vandalized over the weekend. Staff contacted the Compton Sheriff's Department and obtained a police report for the damage. The administrative staff created an incident report for the Risk Management Division, and a claim for damages was subsequently filed.

On August 15, 2023, staff was notified by the Compton Sheriff's Department that a suspect had returned to the scene and had been apprehended. The maintenance staff inspected the building and discovered two (2) additional units were damaged. The administrative staff provided a second incident report to the Risk Management Division, and they filed a second claim for damages.

**Staff Report – Resolution
Authorizing Agreement and Purchase Order
Priority Heating & Air Conditioning, Inc. / HVAC Replacement
CareerLink Facility / 700 N. Bullis Road
January 23, 2024 Page 2 of 3**

The maintenance team met with vendors and received the following quotes to replace eleven (11) heating, ventilation, and air conditioning units.

<u>CONTRACTOR</u>	<u>AMOUNT</u>
Priority Heating & Air Conditioning, Inc.	\$149,717.50
South Bay Heating & Air, Inc.	\$188,500.00
City Wide Heating & Cooling	\$174,600.00

STATEMENT OF THE ISSUE

Eleven (11) heating, ventilation, and air conditioning units located at the Compton CareerLink facility need to be replaced due to vandalism that occurred on August 7, 2023 and August 15, 2023. Staff conducted a job walk and obtained quotes from Priority Heating & Air Conditioning, Inc., South Bay Heating & Air, Inc., and City-Wide Heating & Cooling.

The staff has reviewed the quotes and has determined that Priority Heating & Air Conditioning, Inc. is the most cost-effective vendor for this project. If the project is approved by the Mayor and City Council, this vendor can replace the units upon an executed agreement and issued purchase order.

The staff aims to complete this project before the summer months begin. Upon successful installation of the units, staff will present to the City Council a resolution to procure the services of a custom metal security cage vendor to design and install cages with access doors to prevent unauthorized access and discourage vandalism and theft to the units.

Staff is requesting that this item be approved by an emergency measure immediately necessary for the preservation of the public, health, safety and welfare.

Compton City Charter Section 1409 states, contracts likewise may be let without advertising for bids, if such work shall be deemed by the City Council to be of urgent necessity for the preservation of life, health or property, and shall be authorized by motion passed by at least four affirmative votes and containing a declaration of the facts constituting such urgency.

ALTERNATIVE

No other alternative is offered at this time.

FISCAL IMPACT

Insurance recovery funds were provided by National Fire & Marine Insurance Company in the amount of \$74,858.50 for claim number PR2308154510 and \$74,859.00 for claim number PR2308154515 for a grand total of \$149,717.50 were deposited into the insurance recovery account number 1001-000-000-3751 on December 21, 2023. Upon approval of this resolution City Council will authorize the department to amend the budget appropriation as follows:

Increase in Revenue Appropriation:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1001-000-000-3751	Insurance Recovery	\$149,717.50

Increase in Expenditure Appropriation:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1004-600-000-4300	Capital Outlay	\$149,717.50

Funds in the amount not to exceed **One Hundred Forty-Nine Thousand Seven Hundred Seventeen Dollars and Fifty Cents (\$149,717.50)** for this expenditure will be available in the FY 2023-2024 Budget in Account No. 1004-600-000-4300 upon Mayor and City Council approval of the attached resolution.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution amending the General Services Department Fiscal Year 2023-2024 budget and authorize the City Manager to enter into an agreement and establish a purchase order to Priority Heating and Air Conditioning, Incorporation to replace eleven (11) heating, ventilation, and air conditioning units.

NEBRASKA JONES
GENERAL SERVICES DIRECTOR

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS, JR.
CITY MANAGER

Attachment: Proposed Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE GENERAL SERVICES DEPARTMENT 2023-2024 FISCAL YEAR BUDGET TO APPROPRIATE \$149,717.50 FROM THE INSURANCE RECOVERY FUND AND ENTER INTO AN AGREEMENT WITH PRIORITY HEATING AND AIR CONDITIONING, INC. AND ISSUE A PURCHASE ORDER FOR THE REPLACEMENT OF ELEVEN (11) HVAC UNITS LOCATED AT 700 NORTH BULLIS ROAD (\$149,717.50)

WHEREAS, the City of Compton owns certain real property located at 700 North Bullis Road, Compton, CA 90221, and is responsible for maintaining the City's administrative buildings, parks, fire stations, service yards, and leased properties; and

WHEREAS, on August 7, 2023, staff received a complaint from the City of Compton Local Housing Authority, stating that the heating, ventilation, and air conditioning system was malfunctioning; upon staff investigation, it was determined that nine (9) of sixteen (16) units had been vandalized, the copper wiring and other various parts that are essential for the unit to function were missing or destroyed; and

WHEREAS, on August 15, 2023, staff was notified by the Compton Sheriff's Department that a suspect had returned to the scene and had been apprehended, upon further investigation, it was determined that two (2) additional units were vandalized; and

WHEREAS, the City of Compton Risk Management Division filed two separate claims for damages, and National Fire & Marine Insurance Company provided restitution in the amount of \$149,717.50, which were deposited into the City of Compton Insurance Recover Account No. 1001-000-000-3751 on December 21, 2023, and

WHEREAS, the General Services Department is requesting to amend the 2023-2024 Fiscal Year budget to transfer funds from the Insurance Recovery Account No. 1001-000-000-3751 to the General Services Department Capital Outlay Account No. 1004-600-000-4300; and

WHEREAS, the General Services Department solicited bids to replace eleven (11) heating, ventilation, and air conditioning units, and the following quotes were received from Priority Heating & Air Conditioning, Inc., South Bay Heating & Air, Inc., and City-Wide Heating & Cooling; and

<u>CONTRACTOR</u>	<u>AMOUNT</u>
Priority Heating & Air Conditioning, Inc.	\$149,717.50
South Bay Heating & Air, Inc.	\$188,500.00
City Wide Heating & Cooling	\$174,600.00

WHEREAS, Staff has determined that Priority Heating & Air Conditioning, Inc. is the most suitable and cost-effective vendor for this project as they can acquire the equipment and complete the project before the summer months begin; and

WHEREAS, Staff is requesting that this item be approved by an emergency measure immediately necessary for the preservation of the public, health, safety and welfare per Compton City Charter Section 1409; and

Compton City Charter Section 1409 states, contracts likewise may be let without advertising for bids, if such work shall be deemed by the City Council to be of urgent necessity for the preservation of life, health or property, and shall be authorized by motion passed by at least four affirmative votes and containing a declaration of the facts constitution such urgency.

WHEREAS, upon approval of this resolution, expenditures for this project will be allocated in Account No. 1004-600-0000-4300 in the amount not to exceed One Hundred Forty-Nine Thousand Seven Hundred Seventeen Dollars and Fifty Cents (\$149,717.50); and

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

Section 1. That the City Council will authorize the department to amend the City’s FY2023-2024 budget as follows:

Increase in Revenue Appropriation:		
Account No.	Description	Amount
1001-000-000-3751	Insurance Recovery	\$149,717.50
Increase in Expenditure Appropriation:		
Account No.	Description	Amount
1004-600-000-4300	Capital Outlay	\$149,717.50

Section 2. That the City Manager is hereby authorized to enter into an agreement with Priority Heating & Air Conditioning, Inc. for the replacement of eleven (11) heating, ventilation, and air conditioning units located at 700 North Bullis Road.

Section 3. That the City Manager is hereby authorized to establish a purchase order to Priority Heating & Air Conditioning, Inc. in the amount not to exceed One Hundred Forty-Nine Thousand Seven Hundred Seventeen Dollars and Fifty Cents (\$149,717.50) from account 1004-600-000-4300.

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

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

ADOPTED this _____ day of _____, 2024.

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, Vernell McDaniel, 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 _____, 2024.

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
205 S. Willobrook
Compton Ca, 90220

Lic #1093551

DATE: 11/7/2023

RE: **Proposal # 19690 New Install Of Eleven Heat Pump Package Unit @ 700 N. Bullis Rd**

Please accept our proposal for the above reference project. Our proposal is base on our discussion 9/11/2023
As well as a site inspection of the mechanical equipment at the site address.

We hereby propose to furnish all materials and perform the nessary labor needed to completed the
installation of HVAC Air Conditions & Heating

The following proposal provides a price to complete the scope of work define by these documents.

SCOPE OF WORK: Replace Existing Rooftop Package Unit With Eleven New Unit & Economizer/Curb

To install Three 10-Ton Heat pump package unit 460 volt 3-phase belt drive, Four 3.5-Ton Heat pump package unit 460 volt 3-phase, Three 3-Ton Heat pump package unit 460 volt 3-phase One 7.5-Ton Heat pump package unit 460 volt 3-phase Manufactured by Carrier or Daikin and will meet or exceed the recent CA Energy Commission standards. All new unit will include new Economizer & Curb ductwork fabricated to connect to with the existin supply and return duct system. Installation will include new lin voltage and disconnects and low voltage condensate drain, T-Stat. Exclusion Permits, Her Testing, and Title 24 Load Calculation.

Crane and Rigging All Old & New Equipment

CITYWIDE Heating & Cooling LICENSE #1093551

Proposal# 19690 @ 700 N. Bullis Rd

1-Year Warranty on Labor, Heat Pump Package Unit 5 Year Warranty On Condensor, Evap Coil & Compressor.

All material is guaranteed to be specified, and the above work to be performed in accordance with drawings and specifications submitted for the above work and completed in a substantial workman like manner for the sum of **(One Hundred Seventy Four Thousand Six Hundred 174,600)** with payments to be as follows.

Any alteration or deviation from above specification involving extra costs
Will be executed only upon written order and will become an extra charge
Over the above estimate. All agreements contingent upon accident, or
Delays beyond our control.

Respectfully

Submitted: Rodney Koger

Date: 11/7/2023

ACCEPTANCE OF PROPOSAL

The above price, specification, and condition are satisfactory and are hereby accepted, you are authorized to do the work as specified. Payment will be made as outline above

Date _____

Signature _____

Priority Heating & Air Conditioning Inc.

P.O.Box 3874

Gardena, CA 90247

(424) 232-8374

info@priorityheatairinc.com

http://www.priorityheatairinc.com

BILL TO

CITY OF COMPTON

205 S. WILLOWBROOK AVE

PO BOX 5118

COMPTON, CA.

ATTN: CONTROLLER

COMPTON, CA 90221

SHIP TO

CITY OF COMPTON

BLDGS & PARKS

VARIOUS LOCATIONS

COMPTON,

COMPTON, CA 90221

INVOICE S-8271-A

DATE 12/19/2023 TERMS NET 10

DUE DATE 12/29/2023

P.O. /W.O #

Payment #2 for 700 Bullis Road

ACTIVITY	QTY	RATE	AMOUNT
BID BID WORK-Replacement of (11) vandalized air conditioning units at 700 Bullis Road ,Ca	1	74,859.00	74,859.00

It's been a pleasure doing business with you.

TOTAL DUE

\$74,859.00

Priority Heating & Air Conditioning Inc.

P.O.Box 3874

Gardena, CA 90247

(424) 232-8374

info@priorityheatairinc.com

http://www.priorityheatairinc.com

BILL TO

CITY OF COMPTON

205 S. WILLOWBROOK AVE

PO BOX 5118

COMPTON, CA.

ATTN: CONTROLLER

COMPTON, CA 90221

SHIP TO

CITY OF COMPTON

BLDGS & PARKS

VARIOUS LOCATIONS

COMPTON,

COMPTON, CA 90221

INVOICE S-8271-A

DATE 12/19/2023 TERMS NET 10

DUE DATE 12/29/2023

P.O. /W.O #

Payment #2 CL# PR2308154515

ACTIVITY	QTY	RATE	AMOUNT
BID BID WORK-Replacement of (11) vandalized air conditioning units at 700 Bullis Road ,Ca	1	74,859.00	74,859.00

It's been a pleasure doing business with you.

TOTAL DUE

\$74,859.00



Contract Proposal

To: Compton City
Address: 205 S. Willowbrook Ave.
Compton, Ca 90220

Phone #: 310-650-7420

Date: 10/11/23

Attn.: Nebraska Jones/Erika

AMOUNT QUOTED: \$ 188,500
(One Hundred Eighty Eight Thousand Five Hundred)

Job Name: Bullis Street Changeouts
Job Address: 700 N Bullis Rd. Compton, CA 90221

Equipment: Carrier/ Day N Night Heat Pumps 460/3: 10 Ton (3 of), 7.5 Ton (3 of), 5 Ton (5 of), 3.5 ton (1 of)

We propose to provide all material and labor to complete the following: disconnect, remove and dispose of existing rooftop equipment. Set new curb adapters (where necessary), set on existing curbs, and set on new pad covers. Reconnect to all existing roof duct. Reconnect to existing high voltage, low voltage, and drain lines. Startup equipment and check operation for a complete contract.

Notes:

1. Contract price includes certified payroll.
2. Contract price includes T 24 compliant economizer on all equipment 5 Ton and up.
3. Contract price includes all new electrical disconnects, all new thermostats, new pad covers and all crane fees.

Exclusions: Off hour work, city fees, roof duct, electrical upgrades, drain lines below roof, roofing, painting/patching, and structural upgrades.

Warranty: One year parts and labor on new material.

Terms: Draw against work progress. This contract is good for 30 days.

I do hereby enter into this agreement this _____ day of _____, 2023



South Bay Heating & Air Conditioning, Inc.

Accepted by: _____ Title: _____
For

Submitted by: Dylan Miller
Lic#439779 C-20



053089 SR

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

Transaction: 04651576
Module: CR Batch: 00121-12-2023
Operator: nriviera Station: TR3002055
Date: 12/21/2023 Time: 2:15 PM

NEW CHARGES

1001-00-0000-3751
096856 NATIONAL FIR
E & MARINE INSURANC
E COMPANY 149,717.50

Customer Name:
Customer Number: 0000000

TOTAL: 149,717.50

PAYMENTS

Check: 149,717.50
Cash: 0.00
Other:
Check 74,858.50
Check 74,859.00
Change: 0.00

** Thank You for Your Payment **

**INSTALLATION AGREEMENT
BETWEEN
CITY OF COMPTON
AND
PRIORITY HEATING & AIR CONDITIONING, INC.**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220 and **PRIORITY HEATING & AIR CONDITIONING, INC.** (hereinafter referred to as "**CONTRACTOR**") located at **P.O. BOX 3874, GARDENA, CA 90247** (each a "Party" and collectively, the "Parties").

RECITALS

A. The City has a need for a specifically trained and experienced contractor who holds a current C20 - Heating, Ventilating and Air Conditioning license with the CA Contractors State License Board who can purchase and install eleven (11) rooftop HVAC units at 700 North Bullis Road, Compton, CA 90221 building to restore units that were vandalized and reinstate the level of energy conservation and provide appropriate temperatures within the building; and

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

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

D. By Resolution No. **,***, adopted on the **** day of *****, the City Council gave approval to enter into an agreement with **Priority Heating & Air Conditioning, Inc.** for the purchase and installation of eleven (11) HVAC units located at 700 North Bullis Road, Compton, CA 90221.

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

1. Services to be Performed by Contractor:

Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for the purchase of all necessary equipment and installation of eleven (11) rooftop HVAC heat pump units.

More specifically, Contractor shall perform the following services:

- Provide all labor and materials
- Replace 11 package heatpumps
- Include electrical changes
- Duct plenums changes
- Curb, crane and roofing cost along with labor
-

Warranty: *****

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

**Installation Agreement – Priority Heating & Air Conditioning, Inc.
Purchase/Install New Rooftop HVAC Units (700 North Bullis Road)
Resolution No. *******

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

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

2. Compensation:

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

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoice(s) for all services completed. Invoice(s) shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoice(s) shall be delivered or mailed to the **Director, General Services Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

For the work agreed to be performed pursuant to this Agreement, it is understood between the parties that the maximum compensation payable to the Contractor for all services to be performed pursuant to this Agreement is limited to **One Hundred Forty-Nine Thousand Seven Hundred Seventeen Dollars and Fifty Cents (\$149,717.50).**

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

3. Commencement of Services:

The **CONTRACTOR** agrees to commence the work provided for herein after receipt of the **"Notice-to-Proceed"** and to continue in a diligent, professional, and worker-like manner without interruption until the work is completed, which is anticipated by the parties to be by or before **January 31, 2024.**

4. Indemnity:

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

operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

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

5. Insurance:

5.1 Insurance Requirements. The Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance coverage required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until such subcontractor(s) has secured all insurance required under this Section 5.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the City, Contractor will maintain the types of coverage's and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. The coverage will contain no special limitations on the scope of its protection to the below-designated insured's except for Workers Compensation insurance. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City.

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

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

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

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

5.2.3 Automotive Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a program of insurance with a limit of liability of not less than **Five Hundred Thousand Dollars (\$500,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". If Contractor does not own any

company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle; and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees).

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

5.3.1 The policy or policies of insurance required by Section 5.2.1 (Commercial General Liability) shall be endorsed to provide the following:

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

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

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

5.3.2 The policy or policies of insurance required by Section 5.2.2 (Automobile Liability) shall be endorsed to provide the following:

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

5.3.3 The policy or policies of insurance required by Section 5.2.4 (Workers' Compensation) shall be endorsed to provide the following:

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

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

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

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

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

required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

6. Safety:

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

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

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

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

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

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

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

6.5 If City deems any part of the work or Sites unsafe, City may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the work or take corrective measures. Neither City's order nor Contractor's action in response thereto shall be the basis for adjustment in the contract price or contract time.

7. Non-Discriminatory Employment Practices:

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

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

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

8. Successors and Assigns:

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

9. Warranties:

The Contractor guarantees all equipment, materials, supplies and work furnished on the job against defective construction or workmanship for a period of one (1) year following completion of the project.

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

10. Independent Contractor Status:

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

11. Permits and Licenses:

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

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

12. Termination:

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

12.1 If the Contractor becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.

12.2 If the Contractor persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.

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

12.4 Pursuant to the provisions of Section 5 above.

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

13. Ownership of Documents/Equipment:

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

14. Force Majeure:

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

15. Waivers:

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

16. Amendments:

**Installation Agreement – Priority Heating & Air Conditioning, Inc.
Purchase/Install New Rooftop HVAC Units (700 North Bullis Road)
Resolution No. *******

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

17. Notice:

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

To Contractor:

**Priority Heating & Air Condition, Inc.
P.O. Box 3874
Gardena, CA 90247
Attn: Henry Norris, President
(424) 221-3415
(424) 232-8374 – Message Line**

To City:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, General Services Department
(310) 605-5519
(310) 764-2143 – fax.**

With copy to:

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

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

18. Contractors' Books and Records:

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

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

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City or a designated representative. Copies of such documents shall be provided to the City, at its expenses, for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

19. Examination and Audit:

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

20. Covenants Against Contingent Fees:

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

21. Waivers:

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

22. Entire Agreement:

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

23. Governing Law and Severability:

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

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

24. Federal and State Withholding Taxes:

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

25. Miscellaneous:

**Installation Agreement – Priority Heating & Air Conditioning, Inc.
Purchase/Install New Rooftop HVAC Units (700 North Bullis Road)
Resolution No. *******

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

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

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

**PRIORITY HEATING & AIR CONDITIONING, INC.
CONTRACTOR**

Dated: _____

By _____
Henry Norris, President

**CITY OF COMPTON
Recommended for Approval by:**

By _____
Nebraska Jones, Director
General Services Department

Dated: _____

Approved by:

Dated: _____

By _____
Willie A. Hopkins, Jr, City Manager

Approved as to form:

By _____
Eric J. Perrodin, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Vernell McDaniel, City Clerk

January 23, 2024

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 WITH UNIFIRST CORPORATION TO PROVIDE UNIFORMS FOR THE PUBLIC WORKS STREET MAINTENANCE DEPARTMENT IN AN AMOUNT NOT TO EXCEED TWENTY THOUSAND DOLLARS (\$20,000)

SUMMARY

The adoption of this resolution will authorize the City Manager to establish a purchase order with UniFirst Corporation to provide uniforms for the Public Works Street Maintenance Department in an amount not to exceed Twenty Thousand Dollars (\$20,000).

BACKGROUND

Uniform rental, replacement and related service items are an integral part of safety equipment provided to employees. The City provides uniforms to the Public Works Street Maintenance Department (Department) for the purpose of safety and identification.

The City requires employees to maintain a neat appearance and wear a clean uniform each work day. All employees who are required to wear uniforms issued by the City must wear the complete uniform as directed during working hours. Uniforms shall remain consistent with the City's standards and guidelines. Each employee is provided with a total of eleven (11) sets of uniforms. Uniforms are turned in on a weekly basis for laundering and repairs and/or replacement as deemed necessary.

The uniform rental services include providing quality uniforms, laundering, maintenance, repairs, replacement and a reliable delivery schedule by a uniform service that picks up soiled uniforms and replaces them with clean clothing.

STATEMENT OF THE ISSUE

The Department desires to provide City issued uniforms for the Public Works Street Maintenance Department to identify City employees and to ensure safety in all traffic areas.

**Staff Report – Resolution Authorizing P.O.
UniFirst Corporation - Provision of Uniforms/Replacement
January 23, 2024, Page 2**

Staff solicited quotes from uniform rental companies and the quotes are as follows:

<u>Company</u>	<u>Uniform Shirt/Week</u>	<u>Uniform Pants/Week</u>
Aramark	.17	.24
Cintas	.18	.30
UniFirst	.20	.29

Staff reviewed the quotes from other uniform providers to evaluate if UniFirst's current prices, services and products align with the industry standards. UniFirst Corporation was not the lowest quote; however, the vendor has been deemed the most responsive and responsible to provide uniform services based on their extensive experience, quality apparel and consistency with the Department. The vendor with the lowest quote is not the most responsible, as the vendor does not exhibit the qualities needed to provide the same level of services the Department requires.

UniFirst Corporation has provided weekly uniform services for the Department since 2019. Currently, there are outstanding invoices (June 2023 – November 2023) totaling \$8,258.47. Approval of this item will allow the Department to pay UniFirst for the services rendered and continual services to the end of the fiscal year.

In an effort to ensure continued, uninterrupted uniform services, the Department would like to remain with UniFirst Corporation. This option will save time and any start-up or additional cost associated with uniform rental services.

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 UniFirst Corporation for Fiscal Year 2023-2024 and the Department was unable to pay outstanding invoices due to the vendor. Therefore, City Council's approval is required for this item.

FISCAL IMPACT

The Department has funds available in the Fiscal Year 2023-2024 Budget for this expenditure in the following accounts:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
1001-720-000-4246	Uniforms Replacement	\$11,000.00
1520-720-OMR-4246	Uniforms Replacement	\$ 6,000.00
5116-720-000-4246	Uniforms Replacement	\$ 1,400.00
6000-720-000-4246	Uniforms Replacement	\$ 1,600.00

ALTERNATIVE

No other alternative is being proposed.

RECOMMENDATION

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

**DAMION TIMMONS
STREET SUPERINTENDENT**

APPROVED FOR FORWARDING:

**WILLIE HOPKINS JR.
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER
WITH UNIFIRST CORPORATION TO PROVIDE UNIFORMS FOR THE PUBLIC
WORKS STREET MAINTENANCE DEPARTMENT IN AN AMOUNT NOT TO
EXCEED TWENTY THOUSAND DOLLARS (\$20,000)**

WHEREAS, the City of Compton Public Works Street Maintenance Department (Department) provides uniforms for the purpose of safety and identification; and

WHEREAS, all employees who are required to wear uniforms issued by the City must wear the complete uniform as directed during working hours; and

WHEREAS, uniforms shall remain consistent with the City's standards and guidelines; and

WHEREAS, the UniFirst Corporation has provided weekly uniform services to the Department since 2019, and the Department desires to remain with the vendor. This option will ensure continued, uninterrupted uniform services and will save time and any start-up or additional costs associated with the uniform services; and

WHEREAS, 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; and

WHEREAS, the City has reached the threshold for UniFirst Corporation for Fiscal Year 2023-2024 and City Council's approval is required; and

WHEREAS, the Department has funds available in the Fiscal Year 2023-2024 Budget for this expenditure in the following accounts:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
1001-720-000-4246	Uniforms Replacement	\$11,000.00
1520-720-OMR-4246	Uniforms Replacement	\$ 6,000.00
5116-720-000-4246	Uniforms Replacement	\$ 1,400.00
6000-720-000-4246	Uniforms Replacement	\$ 1,600.00

**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 establish a purchase order with UniFirst Corporation to provide uniform services in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) from the following accounts:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
1001-720-000-4246	Uniforms Replacement	\$11,000.00
1520-720-OMR-4246	Uniforms Replacement	\$ 6,000.00
5116-720-000-4246	Uniforms Replacement	\$ 1,400.00
6000-720-000-4246	Uniforms Replacement	\$ 1,600.00

Section 2. That funds for this expenditure are allocated in the Department's Fiscal Year 2023-2024 Budget.

Section 3. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller, City Attorney and Public Works Street Maintenance Department.

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

ADOPTED this _____ day of _____, 2024.

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, Vernell McDaniel, 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 _____, 2024.

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

RESOLUTION NO. 25,001

1 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
2 REVISING THE CITY'S POLICIES AND PROCEDURES FOR THE
3 APPROVAL OF PURCHASE ORDERS, BUDGETARY TRANSFERS AND
4 CONTRACTS, AND INCREASING THE CITY MANAGER'S MAXIMUM
APPROVAL LEVEL OF EXPENDITURES TO \$25,000; RESCINDING
RESOLUTION NO. 24,347

5 WHEREAS, on May 17, 2016, the City Council adopted Resolution No. 24,347,
6 which gave the City Manager authorization to approve expenditures up to \$5,000; and

7 WHEREAS, currently, the Council reviews for adoption by resolution a variety of
8 City transactions, including (1) all purchase orders over \$5,000; (2) all work change
9 orders (for capital projects) over \$5,000; (3) all budgetary transfers between objects of
different classifications and (4) all contracts, regardless of amount; and

10 WHEREAS, Staff has determined that the \$5,000 limit for expenditures is no
11 longer consistent with best practices and does not allow for administrative efficiency or
flexibility to allow the City to respond to community needs in an expedient manner; and

12 WHEREAS, based on a survey of purchasing authority of other cities, Staff
13 recommends that the approval authority for the City Manager be changed from \$5,000 to
14 \$25,000; and

15 WHEREAS, the change in approval authority for the City Manager will allow the
16 Council to focus its attention on fiscally significant transactions by reducing the number of
small transactions requiring Council approval; and

17 WHEREAS, it should be noted that all transactions will still be required to comply
18 with City of Compton policies and procedures for review and approval prior to execution;
and

19 WHEREAS, elimination of the resolution requirement for small transactions will
20 save time on the part of several City departments and allow City business to be executed
21 more quickly and efficiently; and

22 WHEREAS, adoption of the attached resolution will rescind Resolution No.
24,347.

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

25 SECTION 1. That Resolution No. 24,347, adopted by the City Council on May 17,
26 2016, is hereby rescinded,

27 SECTION 2. That Purchase Orders do not require adoption by separate
28 resolution of the City Council if they:

- 29 • Are for an amount of \$25,000 or less, however except for the purchase
of materials, supplies and goods, a written contract approved as to form
30 by the City Attorney shall be required; and
- 31 • Are properly approved by the City Manager and/or required staff; and
- 32 • Are applied to an existing appropriation; or
- Fulfill in whole or in part a budgeted expenditure as adopted by Council
in the Combined Budget Resolution for the current fiscal year;
- Are purchase orders, regardless of the amount, for the City-owned utility
payments (e.g. electricity, water and gas), that are applied to an existing
appropriation.
-


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 23rd day of April, 2019.

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

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


CITY CLERK OF THE CITY OF COMPTON



Consolidated Customer Statement

Statement Date: 11/27/2023
Customer Account Number: 1431378
Primary Plant/Branch: 324
Customer Name: CITY OF COMPTON P-WORKS

Total Open Balance: \$8,258.47

Invoice	Invoice Date	Current Balance	Billing System Details	Conv't'd from Invoice Number
2192804566	11/02/2022	\$168.15	UBS	3242804566
2190008144	06/14/2023	\$261.82	UBS	
2190011797	06/21/2023	\$285.51	UBS	
2190015852	06/28/2023	\$285.73	UBS	
2190018773	07/05/2023	\$273.27	UBS	
2190022024	07/12/2023	\$309.35	UBS	
2190025939	07/19/2023	\$268.62	UBS	
2190029458	07/26/2023	\$288.76	UBS	
2190033048	08/02/2023	\$279.15	UBS	
2190036344	08/09/2023	\$450.48	UBS	
2190039880	08/16/2023	\$380.53	UBS	
2190043522	08/23/2023	\$313.28	UBS	
2190046679	08/30/2023	\$336.21	UBS	
2190049926	09/06/2023	\$427.13	UBS	
2190053595	09/13/2023	\$486.68	UBS	
2190056936	09/20/2023	\$331.83	UBS	
2190059990	09/27/2023	\$337.67	UBS	
2190063708	10/04/2023	\$331.83	UBS	
2190067072	10/11/2023	\$335.25	UBS	
2190070226	10/18/2023	\$356.92	UBS	

Total Open Balance:
\$8,258.47

Payment terms are Net30. Please remit at the invoice number level for timely application of your payment.

Please remit to:
UniFirst Corporation
PO Box 650481
Dallas, TX 75265-0481

CITY OF COMPTON P-WORKS
458 S. ALAMEDA ST
COMPTON, CA 90221



Consolidated Customer Statement

Statement Date:	Customer Account Number:	Primary Plant/Branch:	Customer Name:
11/27/2023	1431378	324	CITY OF COMPTON P-WORKS

Total Open Balance: \$8,258.47

Invoice	Invoice Date	Current Balance	Billing System Details	Conv't'd from Invoice Number
2190074020	10/25/2023	\$350.04	UBS	
2190077386	11/01/2023	\$353.12	UBS	
2190081013	11/08/2023	\$362.83	UBS	
2190084069	11/15/2023	\$342.67	UBS	
2190087808	11/22/2023	\$341.64	UBS	

Total Open Balance:

\$8,258.47

Payment terms are Net30. Please remit at the invoice number level for timely application of your payment.

Please remit to:

**UniFirst Corporation
PO Box 650481
Dallas, TX 75265-0481**

**CITY OF COMPTON P-WORKS
458 S. ALAMEDA ST
COMPTON, CA 90221**



Prepared For:

City of Compton

VIP Cost Analysis

Date: 9/27/23

★						
★	Projected Weekly Savings:					\$209.15
★	Projected 52 week Annual Savings:					\$10,875.95
#	Uniforms	Qty.	Current \$ ea	Current Total	New Rate	New Total Rates
1	0102 LSSHT-65/35 WORKSHIRT	138	\$0.5130	\$70.79	\$0.2040	\$28.15
2	0202 SSSHT-65/35 WORKSHIRT	36	\$0.5130	\$18.47	\$0.2040	\$7.34
3	1002 PNT-65/35	166	\$0.9006	\$149.50	\$0.2900	\$48.14
4	1271 SHORT-MENS 65/35 CARGO	5	\$0.7068	\$3.53	\$0.3000	\$1.50
5	1527 JKT-65/35 HIP LINED	17	\$2.6600	\$45.22	\$0.5400	\$9.18
6	3002 COVERALL-65/35	9	\$0.9348	\$8.41	\$0.4400	\$3.96
7	DEFE	1	\$26.5000	\$26.50	\$15.0000	\$15.00
8						
9						
10						
11						
12						
13						
14						
15						
16						
★	Weekly Savings	\$209.15		\$322.43		\$113.28
#	Facility Services	Qty.	Current \$ ea	Current Total	New Rate	New Total Rates
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
13						
14						
15						
16						
★	Weekly Savings					
★	Total Weekly Savings	\$209.15				

**Pricing valid for 30 days from date listed. Our calculated cost is a good faith estimate and may vary if any products have been overlooked or quantities miscounted. Please allow a 5% +/- variance in your review.

Image Consultant:
Frank Quiroz



CINTAS SERVICE PROGRAM OVERVIEW:

1. No up-front investment.
2. Sorted garments scanned on-site; select item pickup details printed on-site for your review (TrueCount).
3. Garments banded according to CDC guidelines.
4. Garments inspected every cleaning and repaired and/or replaced as needed.
5. Prior to delivery, garments are scanned at our facility to ensure 100% return rate.
6. Any discrepancy is ordered from our local stockroom or from our exclusive in-state distribution center (Fort Worth).
7. Printed delivery documentation is reviewed with local contact at each delivery (TrueCount).
8. Program is flexible for your changing needs.

		Public Works			
Item	Inventory	Unit Cost	# of Employees	Total	
935 - Work Shirt	11	\$ 0.18	40	\$ 79.20	
270 - Cargo Work Pant	11	\$ 0.30	40	\$ 132.00	
912- Coveralls	2	\$ 0.32	40	\$ 25.60	
970 - Jacket	2	\$ 0.40	40	\$ 32.00	
UA=Uniform Advantage (Optional)	26	\$ 0.07	40	\$ 72.80	
PA=Prep Advantage (Optional)	26	\$ 0.05	40	\$ 52.00	
EA=Emblem Advantage (Optional)	15	\$ 0.05	40	\$ 30.00	
			Weekly	\$ 423.60	

Total Investment	
Public Works	\$ 423.60
Service Charge	\$ -
Weekly Total	\$423.60

WHY CHOOSE CINTAS?

1. Quality products – constitution & condition
2. Personable, dependable Service Representatives
3. Nationally recognized service provider
4. Comprehensive product line
5. Absolute service guarantee
6. Rapid response for special requests
7. Custom & large capabilities
8. On-site inventory control

City of Compton - Public Works

Program includes ALL charges for name emblems, company emblems, ID barcode tapes, size changes, startup costs for added employee, and changes for garments destroyed/damaged by employee.

Prepared by: Amanda Smith - Regional Government Manager
OMNIA Contract Number: R-BB-19002

BUDGETING:

Weekly	\$	423.60
Yearly	\$	22,027.20
Contract Years		3
Total Contract	\$	66,081.60



SERVICE AGREEMENT

CUSTOMER NO. _____

PAGE NO. _____

Service to ("Customer"): City of Compton

205 S Willowbrook Ave.

Service Address

Compton CA 90220

City State Zip Code

Bill to: City of Compton General services

205 S Willowbrook Ave.

Billing Address

Compton CA 90220

City State Zip Code

GARMENTS AND SERVICES ORDERED:								
No. of Wearers	MERCHANDISE	NUMBER OF ITEMS PER WEARER*	CHANGES PER WEEK (per wearer)	RATE	RATE BASIS (per item or change)	FREQUENCY	EASycare* (per item per week)	REPLACEMENT CHARGE (per item)
1	Pant, Women's, Flat Front-Navy	11	5	\$0.240	Item Pricing	Weekly	\$0.07	\$21.28
1	Pant, Work, 65/35 Blend-Navy	11	5	\$0.240	Item Pricing	Weekly	\$0.07	\$21.28
1	Pant, Women's, Cargo-Navy	11	5	\$0.240	Item Pricing	Weekly	\$0.08	\$26.45
1	Shirt, Work, CheckMark 65/35 Blend-Ocean/Navy Mini Check	11	0	\$0.170	Item Pricing	Weekly	\$0.06	\$19.55
1	Pant, FlexFit, Women's Regular-Navy	11	5	\$0.390	Item Pricing	Weekly	\$0.13	\$45.80
1	Jacket, Slash Pocket-Navy	3	0	\$0.280	Item Pricing	Weekly	\$0.07	\$33.35
1	Shirt, Work, Solid, 65/35 Blend-Light Blue	11	5	\$0.160	Item Pricing	Weekly	\$0.06	\$18.00
1	Shirt, WearTec Perf Polo-Royal Blue	11	0	\$0.220	Item Pricing	Weekly	\$0.08	\$25.00
1	Pant, Cargo-Navy	11	5	\$0.240	Item Pricing	Weekly	\$0.07	\$26.45
1	Coveralls, 65/35 Blend-Navy	3	0	\$0.340	Item Pricing	Weekly	\$0.13	\$35.00
1	Shirt, Women's Work, 65/35 Blend-Light Blue	11	5	\$0.170	Item Pricing	Weekly	\$0.06	\$16.68

*Represents total units, including items at Customer's location(s) and items in the process of being laundered.

Agreement Continues on Next Page

SA(7/14)

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER
800-ARAMARK (272-6275)
WWW.ARAMARK.COM

ALLIED MERCHANDISE AND SERVICES ORDERED:						
MERCHANDISE	QUANTITY	RATE PER ITEM	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (PER ITEM)
First Aid Supplies and Services	1	\$14,990	Weekly	100%	Not Incl.	N/A

*Represents total units, including items at Customer's location(s) and items in the process of being laundered.

Aramark Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product ("Merchandise") rental, lease and/or customer-owned-goods program and Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and the related Customer Information Sheet(s) (which shall constitute our entire agreement), including increases or additions in Merchandise. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services and that all rented or leased Merchandise will remain the property of AUS. Customer will be provided a rental program unless otherwise specified.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for 36 consecutive months following the later of such date or the date Merchandise is first installed on Customer's premises. Renewal will be automatic for another like term unless either party gives the other party written notice of termination at least 60 days before the end of the then current term by certified mail, return receipt requested.

AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees in the ordinary course of Customer's business. Customer must notify AUS of an employee's termination and must immediately return Merchandise issued to that employee.

Terms and Conditions Continued on Next Page



Consolidated Customer Statement

Statement Date: 11/27/2023
Customer Account Number: 1431378
Primary Plant/Branch: 324
Customer Name: CITY OF COMPTON P-WORKS

Total Open Balance: \$8,258.47

Invoice	Invoice Date	Current Balance	Billing System Details	Conv't'd from Invoice Number
2192804566	11/02/2022	\$168.15	UBS	3242804566
2190008144	06/14/2023	\$261.82	UBS	
2190011797	06/21/2023	\$285.51	UBS	
2190015852	06/28/2023	\$285.73	UBS	
2190018773	07/05/2023	\$273.27	UBS	
2190022024	07/12/2023	\$309.35	UBS	
2190025939	07/19/2023	\$268.62	UBS	
2190029458	07/26/2023	\$288.76	UBS	
2190033048	08/02/2023	\$279.15	UBS	
2190036344	08/09/2023	\$450.48	UBS	
2190039880	08/16/2023	\$380.53	UBS	
2190043522	08/23/2023	\$313.28	UBS	
2190046679	08/30/2023	\$336.21	UBS	
2190049926	09/06/2023	\$427.13	UBS	
2190053595	09/13/2023	\$486.68	UBS	
2190056936	09/20/2023	\$331.83	UBS	
2190059990	09/27/2023	\$337.67	UBS	
2190063708	10/04/2023	\$331.83	UBS	
2190067072	10/11/2023	\$335.25	UBS	
2190070226	10/18/2023	\$356.92	UBS	

Total Open Balance:
\$8,258.47

Payment terms are Net30. Please remit at the invoice number level for timely application of your payment.

Please remit to:
UniFirst Corporation
PO Box 650481
Dallas, TX 75265-0481

CITY OF COMPTON P-WORKS
458 S. ALAMEDA ST
COMPTON, CA 90221



Consolidated Customer Statement

Statement Date:	Customer Account Number:	Primary Plant/Branch:	Customer Name:
11/27/2023	1431378	324	CITY OF COMPTON P-WORKS

Total Open Balance: \$8,258.47

Invoice	Invoice Date	Current Balance	Billing System Details	Conv't'd from Invoice Number
2190074020	10/25/2023	\$350.04	UBS	
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**UniFirst Corporation
PO Box 650481
Dallas, TX 75265-0481**

**CITY OF COMPTON P-WORKS
458 S. ALAMEDA ST
COMPTON, CA 90221**

January 23, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR GENERAL PUMP COMPANY FOR PROVISION OF WATER WELL AND BOOSTER PUMP TECHNICAL AND MAINTENANCE SERVICES (\$540,471.43)

SUMMARY

The City Council will consider a resolution authorizing the City Manager to enter into a three (3) year agreement with and establish a purchase order for General Pump Company for provision of water well and booster pump technical and maintenance services in an estimated amount of Five Hundred Forty Thousand, Four Hundred Seventy-One Dollars and Forty-Three Cents (\$540,471.43) annually for the following three (3) Fiscal Years 2023-2024, 2024-2025 and 2025-2026.

BACKGROUND

The City's water system currently has approximately 156 miles of main lines and contains eight (8) water wells that supply potable water to the residents of the City of Compton. The water wells range in capacity from 500 gpm to 2,400 gpm. All of these facilities require routine maintenance, repairs and/or rehabilitation to assure an adequate potable water supply for the residents of Compton. Each well upgrade is anticipated to cost \$194,450.00 per well. Staff is attempting to upgrade two (2) to three (3) wells per year utilizing ARPA funds that have a deadline of 2026.

The Municipal Water Department (Department) requires water well and booster pump maintenance, installation and repair services to keep the City's potable water production distribution operations running efficiently. City water wells pump groundwater for treatment and require a variety of services to remove well debris and make repairs to motors, casings, and controls. Booster pumps help maintain an adequate system water pressure to move water from wells to treatment and storage sites, and then through the City's network of water main lines and fire hydrants.

To ensure the delivery of safe and reliable potable water, the City contracts out maintenance, repair and installation services for water wells and booster pumps used in the productions, treatment and distribution of potable water to Compton residents.

STATEMENT OF THE ISSUE

On June 14, 2023, the Department initiated the Request for Proposal (RFP) process to solicit bids for maintenance, repair, and installation services for all eight (8) water wells and booster pump stations. General Pump submitted a proposal of \$194,450.00 per well. With ARPA funds, the Water Department intends to upgrade two (2) to three (3) wells annually, with an estimated cost of \$540,471.43 per year and a cumulative amount of \$1,621,414.30 over three (3) years. The RFP was posted on the City's website, and notices were advertised in The Bulletin in accordance with City specifications. The RFP closed on July 5, 2023.

The only firm that submitted a proposal is listed below:

Vendor

General Pump Company

After a thorough review of the quote submitted, staff has determined that General Pump Company is the most responsive and responsible bidder to provide maintenance, repair, and installation services for the City's water wells and booster pump stations.

General Pump Company is a world leader in providing professional water well redevelopment and pump equipment contractor specializing in installing, repairing, and servicing commercial water pump facilities for municipalities, water districts and industrial customers throughout Southern California and the Central Coast.

The services to be rendered will be provided on a task-by-task basis and will include, but not limited to the following tasks and deliverables:

- Well pump and motor maintenance, repair, rehabilitation and/or replacement.
- Well test pumping and video logging.
- Booster pump and motor maintenance, repair, rehabilitation and/or replacement.
- Engineering and hydrogeology support.
- Well chemical treatment.
- Well and booster pump control and instrumentation and supply necessary replacement parts and field equipment including provision of rigs, cranes and service trucks as needed.
- May be requested to provide control/instrumentation, electrical, wire or nylon brush.
- Possession of machine and assembly shop capable of performing pump repairs and machining wear rings, line shafts, bowl assemblies and other well and pump equipment.

ALTERNATIVES

Staff does not recommend any alternatives.

FISCAL IMPACT

Funds in the amount of five hundred forty thousand four hundred seventy-one dollars and forty-three cents (\$540,471.43) are presently available and will be allocated annually during the budget development process in the Machinery and Equipment object code for the following three (3) Fiscal Years: 2023-2024, 2024-2025, and 2025-2026. A purchase order is requested to be opened for General Pump Company, totaling \$1,621,414.30 in ARPA funds, from the following account numbers:

<u>Expenditure Acct. Code</u>	<u>Account Description</u>	<u>Amount</u>
2810-86-000-4334	Machinery & Equipment	\$ 36,414.30
2810-86-001-4334	Machinery & Equipment	\$ 65,000
2810-86-002-4334	Machinery & Equipment	\$ 65,000
2810-86-003-4334	Machinery & Equipment	\$ 65,000
2810-86-004-4334	Machinery & Equipment	\$ 65,000
2810-86-005-4334	Machinery & Equipment	\$ 65,000
2810-86-006-4334	Machinery & Equipment	\$ 65,000
2810-86-007-4334	Machinery & Equipment	\$ 65,000
2810-86-008-4334	Machinery & Equipment	\$ 65,000
2810-86-009-4334	Machinery & Equipment	\$ 65,000
2810-88-000-4334	Machinery & Equipment	\$200,000
2810-88-001-4334	Machinery & Equipment	\$400,000
2810-88-002-4334	Machinery & Equipment	\$400,000

RECOMMENDATIONS

Staff recommends that the City Council adopt the attached Resolution, authorizing the City Manager to enter into an agreement with General Pump Company and issue a purchase order for water well and booster pump repair and maintenance services. The approved amount is an estimated cost of five hundred forty thousand four hundred seventy-one dollars and forty-three cents (\$540,471.43) annually, with a cumulative total of \$1,621,414.30 over the next three (3) Fiscal Years: 2023-2024, 2024-2025, and 2025-2026

Staff Report – General Pump Company,
Water Well and Booster Pump Repair and Maintenance Services
January 23, 2024
Page 4 of 4

JOSE GARFIAS
INTERIM WATER DEPARTMENT GENERAL MANAGER

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS, JR.
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3)
YEAR AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER
FOR GENERAL PUMP COMPANY FOR PROVISION OF WATER WELL
AND BOOSTER PUMP TECHNICAL AND MAINTENANCE SERVICES
(\$540,471.43)**

WHEREAS, the Compton Municipal Water Department's ("Department") water system serves approximately 58,000 people in the City; and

WHEREAS, the City of Compton's water system currently has approximately 156 miles of main lines and contains eight (8) water wells that supply potable water to the residents of Compton and require routine maintenance, repairs and/or rehabilitation to assure an adequate potable water supply for the residents of Compton with each well upgrade anticipated to cost \$194,450.00 per well. Staff attempts to upgrade two (2) to three (3) wells per year utilizing American Rescue Plan Act (ARPA) funds; and

WHEREAS, it is incumbent on the City to engage the services of a qualified and experienced contractor to provide annual technical and maintenance services for the City's water wells and booster pump facilities; and

WHEREAS, on June 14, 2023, staff released a Request for Proposal (RFP) for provision of well and booster pump station facilities maintenance over a three (3) year period with an option to extend the contract for two (2) one-year periods; and

WHEREAS, the City received only one response to the RFP from the following company – General Pump Company; and

WHEREAS, staff reviewed the qualifications/proposal presented and based on experience, qualifications and costs, recommends that the City contract the services of General Pump Company; and

WHEREAS, for the provision of annual technical and maintenance services for eight (8) water wells, the costs will be Five Hundred Forty Thousand, Four Hundred Seventy-One Dollars and Forty-Three Cents (\$540,471.43) annually for the following three (3) Fiscal Years 2023-2024, 2024-2025 and 2025-2026; and

WHEREAS, funds in the amount of \$540,471.43 are presently available in the Machinery and Equipment object code using ARPA funds and will be allocated annually for Fiscal Years 2023-2024, 2024-2025 and 2025-2026 for water well and booster pump maintenance, repair and installation services.

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

SECTION 1. That the proposal/bid of General Pump Company 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 three (3) services year agreement with an option to extend the contract for two (2) one-year periods, for the provision of technical and maintenance services for the City's eight (8) water wells and two (2) booster pump stations at a cost of Five Hundred Forty Thousand, Four Hundred Seventy-One Dollars and Forty-Three Cents (\$540,471.43) per contract year.

SECTION 3. That funding in the amount of \$540,471.43 are presently available in the Machinery and Equipment object code using ARPA funds and will be allocated annually from Account Numbers 2810-86-000-4334, 2810-86-001-4334, 2810-86-002-4334, 2810-86-003-4334, 2810-86-004-4334, 2810-86-005-4334, 2810-86-006-4334,

2810-86-007-4334, 2810-86-008-4334, 2810-86-009-4334, 2810-88-000-4334, 2810-88-001-4334, and 2810-88-002-4334 during the budget development process for Fiscal Years 2023-2024, 2024-2025 and 2025-2026 for these services.

SECTION 4. That a copy of this Resolution shall be provided to the City Clerk, City Attorney, City Manager, City Controller and 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 _____, 2024.

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, Vernell McDaniel, 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 _____, 2024.

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

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

CITY CLERK OF THE CITY OF COMPTON



City of Compton

MUNICIPAL WATER DEPARTMENT

205 South Willowbrook Avenue, Compton, California 90220
Phone (310) 605-5595

Request for Proposals for Water Well and Booster Pump Repair and Maintenance Services

The City of Compton Municipal Water Department is soliciting proposals from experienced contractors for maintenance, repair and installation services for water wells and booster pump stations used in the production, treatment and distribution of potable water.

To be considered responsive to the RFP requirements, contractors must submit a proposal indicating their knowledge and experience related to the services being sought. **If you have any questions, please contact Victor Meza, Water Department General Manager by phone at 310-605-5555 or by email at vmeza@comptoncity.org.** The complete RFP can be viewed on the City's website at <https://www.comptoncity.org/departments/city-clerk/rfps-and-bids>.

In order for your proposal to be considered, **submit four (4) copies marked "RFP-Water Well and Booster Pump Repair and Maintenance Services" with one (1) fee proposal in a separate sealed envelope to:**

City of Compton
City Clerk's Office
Vernell McDaniel
205 S. Willowbrook Avenue
Compton, CA 90220

Submission Deadline: Wednesday, July 5, 2023 at 4:00 p.m.

1. INTRODUCTION

Compton Municipal Water Department (CMWD) is requesting interested well and booster pump maintenance contractors to submit qualifications for providing technical maintenance services for the Department's well and booster pump facilities.

CMWD will establish an agreement with one vendor for a minimum period of three (3) years with options to extend the contract for two (2) additional one-year periods. It is anticipated the Department's well and booster maintenance service needs for the next five years will be approximately \$400,000 per year. This document outlines the requirements and minimum qualifications, selection process and documentation necessary to submit a statement of qualifications in response to this solicitation. CMWD requires services of a firm to provide professional engineering and construction services for water related well and booster pump infrastructure.

2. PROJECT INFORMATION

The City of Compton's water system is approximately 7.8 square miles, composed of approximately 156 miles of water mains, approximately 3,500 gate valves, 1,700 fire hydrants and 19,001 service connections. The CMWD has eight (8) water wells, two (2) reservoir locations with corresponding booster pump stations. The wells range in capacity from 500 gpm to 2,400 gpm. Pump settings range from 200 feet to 300 feet and well depths are up to 1000 feet below ground level. CMWD has 2 inactive wells (Well #16 & Well #20) and 1 upcoming potable water well booster stations with pumps ranging in size from 40 horsepower to 50 horsepower.

The following is a list of all 10 facilities and locations:

Sibrie Park Booster Station	1300 El Segundo Blvd., Compton CA
Tank-Farm	18604 S Wilmington Ave., Compton CA
Well No. 11	841 W Greenleaf Blvd., Compton CA
Well No. 13	730 E Caldwell St., Compton CA
Well No. 15	345 W Glencoe St., Compton CA
Well No. 16	525 E Weber Ave., Compton CA
Well No. 17	480 W Compton Blvd., Compton CA
Well No. 18	1824 N Santa Fe Ave., Compton CA
Well No. 19	1119 E Tucker St., Compton CA
Well No. 20	1300 El Segundo Blvd., Compton CA

The services to be rendered will be provided on a task-by-task basis. The project types include, but are not limited to, the items listed below and include oversight of all work typically required for the successful delivery of the various types of projects:

- Well pump/motor maintenance, repair, rehabilitation and/or replacement.
- Well test pumping and video logging.
- Booster pump/motor maintenance, repair, rehabilitation and/or replacement.

- Engineering and hydrogeology support.
- Well chemical treatment.
- Well and booster pump control and instrumentation.
- Supply necessary replacement parts and field equipment including provision of rigs, cranes and service trucks as needed. Contractor may be requested to provide control/instrumentation, electrical, wire or nylon brush and video log services. Contractor shall have a machine and assembly shop capable of performing pump repairs and machining wear rings, line shafts, bowl assemblies and other well and pump equipment.

CMWD's water pumping facilities require regular preventative maintenance to ensure water supply reliability. This project includes possible rehabilitation of pumps, motors, and all well/booster appurtenances as needed and may include obtaining technical assistance for design/evaluation of well and booster pump performance levels.

All services performed by the contractor or any sub-contractor shall be provided in a manner consistent with the level of care and skill exercised by members of the contractor's or the respective sub-contractor's profession. Such services shall be performed under the direct supervision of qualified and experienced personnel. The specific types of services to be provided may include, but are not limited to, the services described herein:

Pulling, Inspection, Repair and Testing Equipment

The contractor will provide professional services and furnish all supervision, labor, equipment, and materials necessary to perform maintenance projects including servicing, testing and repair of deep well, booster, horizontal, vertical, and submersible pumps, gear drives and motors. The contractor shall provide as needed pump testing services to gather data related to pump efficiency, capacity, and water quality.

Engineering

An experienced registered Civil or Mechanical Engineer shall review all of the pump components and submit a detailed engineering report for each well, pump, or motor being serviced, tested, or repaired including all findings and recommendations for CMWD to review and approve. This report shall include digital pictures and costs associated with the repair. At CMWD's option, a representative may meet with the contractor's engineer to inspect the components at the contractor's yard. For any major repairs or redesign in the pumping system, the contractor's engineer, if requested, shall meet with CMWD staff to present findings and recommendations.

Hydrogeologist

At the request of CMWD, the contractor shall have a licensed Hydrogeologist available to review video logs, geological logs, or historical well data to determine repairs or well redevelopment required to bring the well back to its highest safe yield. Reports shall be submitted and signed by the

Hydrogeologist. The Hydrogeologist shall be required to attend meetings with CMWD when requested.

Equipment

The Contractor shall provide the following equipment, including but not limited to:

- Vertical Turret Lathe
- Engine Lathe
- Steam Pressure Wash Station with Filtration
- Sandblasting Equipment
- Welding Station with Certified Welder
- Laser Alignment Tools
- Shaft Straightening with Indicators and Vibration Hammer
- Service Truck
- Welding Truck
- Delivery Truck
- Hydraulic Crane
- Rotary Crane
- Air Compressor
- Test Pump with 300 HP Engine
- Diesel/Gas Powered Generator

Scheduling

The contractor shall provide a schedule of service, with key milestones, timeline and deliverables to be reviewed and approved by CMWD.

Safety

The contractor shall at all times provide a safe work environment, utilize best management practices, adhere to Cal-OSHA regulations and follow AWWA standards and procedures for pump operation, maintenance and repairs.

License

The contractor shall have an Engineering “A” and C-57 license.

Drawings

The contractor shall provide as-built drawings/schematics in CAD, PDF, and 11" x 17" prints for each site modified by maintenance services.

3. PROPOSAL INFORMATION

The purpose of this Request for Proposal (RFP) is to select a contractor for the City of Compton to provide various services as listed in the Project Information. The City intends to select one (1)

Contractor to perform all the items listed in the Project Information; however, joint proposals will be considered providing a lead engineer is identified.

The City recognizes there may be questions or items requiring discussion prior to the contractor preparing its proposal. If questions arise, please contact Victor Meza, Water Department General Manager, at 310-605-5555. If it appears a formal session with candidate contractors is required, such will be scheduled. The City's objective is to ensure an appropriate exchange of information prior to proposal preparation to minimize both wasted effort by contractor during proposal preparation and unnecessary follow-up by City personnel during the evaluation process.

A Pre-Proposal Meeting and Project Site Tour has been scheduled as follows:

Date & Time: Wednesday, June 21, 2023 at 9:00 a.m.
Location: 18604 S Wilmington Avenue
Compton, CA 90220

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

- | | |
|---|---------------|
| • Release Date | June 14, 2023 |
| • Proposals Due (<i>Early submittals preferred</i>) | July 5, 2023 |
| • Evaluation of Proposals | July 10, 2023 |
| • Tentative Recommendation to City Council and Award | July 25, 2023 |

No amendments, additions, or alternates will be, accepted after the above submission date.

Each proposal shall be considered valid and binding for a period of 90 days after the proposal due date. All proposals and documents submitted will become the property of the City of Compton. Anything considered to be proprietary should be so designated.

4. CONSULTANT SELECTION

Criteria for the evaluation of the proposals may include, but are not limited to the following:

- Completeness of proposal
- Qualifications and experience of the proposer related to the services described in this RFP

- Explicit understanding of the project and subject matter expertise
- Ability and available resources to perform the requested services within the timeline identified within this proposal
- Projected Costs

The successful Vendor will be required to execute the City of Compton standard form of Professional Services Agreement (example attached as Exhibit “A”), OR a comparable agreement drafted by the selected Vendor. Proposals submitted illustrate confirmation that your firm understands and accepts all the requirements on that agreement, including but not limited to the requirements regarding insurance, indemnity, and conflict of interest.

5. RIGHT TO REJECT

The City of Compton reserves the right to reject any or all proposals, to waive any informalities in any proposal, and to select the proposal that best meet the City's needs. Proposals will be considered only in their entirety. Late or incomplete proposals will not be considered and the City reserves the right to determine the completeness of all proposals. The City reserves the right to negotiate the specific requirements and costs using the selected proposal as a basis.

6. COST OF PROPOSAL PREPARATION

The contractor is responsible for any costs incurred by the contractor or their subcontractors in responding to the request for proposal.

7. PROPOSAL SUBMITTAL

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. The proposer shall submit a package clearly marked on the outside as “**RFP-Water Well and Booster Pump Repair and Maintenance Services**” to the City Clerk’s Office. The package shall contain the following:

- State the legal name of your firm, its address and telephone number.
- Describe your firm's background and experience and the structure of your organization (i.e., individual, partnership, corporation, joint venture, etc.).
- Describe the proposed Project Manager's background and experience (where applicable).
- Provide general contact information including the name of the proposed Project Manager, the office from which he/she will work, address, phone, and e-mail address.
- Provide a minimum of three and a maximum of five references for similar contracts performed within the past five years paying particular attention to those in Compton and its vicinity.
- Provide a list of contracts you have had with the City of Compton during the preceding five years.

- Describe your firm's approach to the scope of work.
- Describe your firm's ability to perform the requested services, including experience and credentials of the personnel who will be assigned to the project.
- Provide a quotation for the hourly rates and minimum hours for each City visit applicable to all staff proposed to work on City projects by classification (not name) including Project Manager (where applicable). Also include overtime hourly rates, mileage costs, and pricing for any additional billing requirements, if applicable. Rates shall remain firm for a
- minimum of one (1) year from contract commencement date. Prices are subject to Consumer Price Index (CPI) increases after the first year during the term of the agreement. Hourly rates quoted at the commencement of any specific project shall remain firm throughout the duration of that project unless specified otherwise.

8. SUBMITTAL INSTRUCTIONS

Submit four (4) copies marked "RFP-Water Well and Booster Pump Repair and Maintenance Services" with one (1) fee proposal in a separate sealed envelope to the address below no later than:

City of Compton
City Clerk's Office
Vernell McDaniel
205 S. Willowbrook Avenue
Compton, CA 90220

Submission Deadline: Wednesday, July 5, 2023 at 4:00 p.m.

Early submittals are preferred. Late proposals will not be accepted.

9. STAFF CONTACT

For inquiries, please contact Victor Meza, Water Dept. General Manager at (310) 605-5555.

Attachments:

- Exhibit "A" – Professional Services Agreement
- Exhibit "B" – General Well Information
- Exhibit "C" – Booster Pump General Information
- Exhibit "D" – Well and Booster Pump Maintenance Services



159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215
www.genpump.com

WELL & PUMP SERVICE SINCE 1952
Serving Southern California and Central Coast

Lic. #496765

FEE PROPOSAL

WATER WELL AND BOOSTER PUMP REPAIR AND MAINTENANCE SERVICES

DUE DATE – JUNE 28, 2023 @ 4:00 P.M.

Presented To



CITY OF COMPTON
CITY CLERK'S OFFICE
205 S. WILLOWBROOK AVENUE
COMPTON, CA 90220
ATTN: VERNELL McDANIEL

By

MICHAEL BODART / PETER BROOKS
GENERAL PUMP COMPANY, INC.



San Dimas, CA



Camarillo, CA

EXHIBIT "D"
COMPTON MUNICIPAL WATER DEPARTMENT
WELL AND BOOSTER PUMP MAINTENANCE SERVICES

Contractor's Name: General Pump Company, Inc.

Item	Approximate Quantities	Description	Unit in Figures	Total Amount
1	100 hrs.	Pump pulling and installation by two workers, and service truck	300	30,000
2	200 hrs.	Each additional rig helper	40	8,000
3	60 hrs.	Well cleanout work – cable tool method, two workers, rig, and service truck	450	27,000
4	90 hrs.	Well cleanout work – airlift method, two workers, rig, and service truck	400	36,000
5	90 hrs.	Air compressor charge 600 cfm or larger	20	1,800
6	50 hrs.	Crane 40 to 50 ton with one operator	290	14,500
7	50 hrs.	Rotary crane 12 to 39 ton with one operator	280	14,000
8	50 hrs.	Hydraulic crane 5 to 12 ton with one operator	110	5,500
9	200 hrs.	Field service, service worker and delivery truck	35	7,000
10	200 hrs.	Field service, service worker and service truck	40	8,000
11	30 hrs.	Field service, one welder and welding truck	180	5,400
12	50 hrs.	Field service, Electrician and service truck	195	9,750
13	50 hrs.	Shop labor: General shop work	90	4,500
14	30 hrs.	Shop labor: Premium shop work	100	3,000
15	30 hrs.	Shop labor: Machine shop work	100	3,000
16	20 hrs.	Shop labor: Metal spray labor	50	1,000
17	10 hrs.	Shop labor: Welding shop work	100	1,000
18	60 hrs.	Engineering	20	1,200
19	40 hrs.	Hydrogeologist	20	800
20	2 Sessions	Video logging, dual camera - DVD	1,350	2,700
21	50 hrs.	Travel time: to and from job site per worker	60	3,000
22	20 hrs.	Overtime: Weekdays	65	1,300
23	10 hrs.	Overtime: Weekends and holidays	100	1,000
24	100 hrs.	Test pump with 300 HP Engine	20	2,000
25	100 hrs.	Generator for test pump with 300 HP Engine	30	3,000
26	1 Lot	Materials (To be determined per job)	N/A	N/A
			\$4,445	\$194,450



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WELL & PUMP SERVICE SINCE 1952
Serving Southern California and Central Coast

Lic. #496765

REQUEST FOR PROPOSAL

WATER WELL AND BOOSTER PUMP REPAIR AND MAINTENANCE SERVICES

DUE DATE – JUNE 28, 2023 @ 4:00 P.M.

Presented To



CITY OF COMPTON
CITY CLERK'S OFFICE
205 S. WILLOWBROOK AVENUE
COMPTON, CA 90220
ATTN: VERNELL MCDANIEL

By

MICHAEL BODART / PETER BROOKS
GENERAL PUMP COMPANY, INC.



San Dimas, CA



Camarillo, CA



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WELL & PUMP SERVICE SINCE 1952

Lic. #496765

Serving Southern California and Central Coast

June 28, 2023

Via Hand Delivery

City of Compton
City Clerk's Office
205 South Willowbrook Avenue
Compton, California 90220
Attn: Vernell McDaniel

**Request for Proposals – City of Compton – Water Well and Booster Pump Repair and Maintenance Services
Due June 28, 2023 at 4:00 P.M.**

General Pump Company, Inc. (GPC) is pleased to submit the above referenced RFP regarding the water well and booster pump repair and maintenance services for the city of Compton (City). GPC has reviewed all elements of this RFP and is in full agreement to perform the required services in connection with the City's distribution system.

The City and GPC have developed a partnership and trust for over thirty (30) years. Our detailed records we have on file regarding the City's wells and pumps have critical information that we use to evaluate any issues that may occur. Our knowledge of the site constraints also makes it possible for GPC to respond to the City's needs faster and with better efficiency than any other company.

Although our qualifications exceed those of our local competitors, our costs are also lower. GPC's San Dimas office is located within 36 miles of the City's office. Not only can we be on site prepared to fix any pump or well issue quicker due to our knowledge of the City's water system, but we also have substantially less travel time than our competitors. Reduced travel will result in a 20% to 35% savings for the City. Because we have been doing the maintenance and pump engineering for the City for a long time, we have detailed files of all of your equipment. This data is critical for troubleshooting and assisting your engineers when upgrades or changes are needed to meet the City's future water requirements.

Attached for your review is our Statement of Qualifications, which describes the services we have provided to cities and water districts throughout Southern & Central California for over seventy (70) years. GPC is the **only well & pump service company in Southern California** that has a staff of experienced civil and mechanical engineers and a professional geologist who are *specialized* and are 100% dedicated to well and pump service. Unlike many of our competitors whose primary focus is on drilling new wells, GPC's only focus is on pump engineering service and well rehabilitation. The ***no cost engineering and geologist*** work can save the City **thousands of dollars per project**.

GPC has more maintenance contracts with the cities and water districts than all our competitors combined in the Southern California region.

No two wells in the world are identical. Water quality, ground water geology, depths, construction materials, age, drilling techniques, aquifer water levels, and usage, all make water wells a challenge for redevelopment and repairs. GPC's professional staff spends a lot of time researching and testing to help come up with possible solutions. The construction cost of a new well and the equipment needed to produce water is in the millions of dollars. The largest power users in many cities are the pumping systems that keep the water and sewers systems working. An inefficient well or pump can cost the City millions of dollars over its life in additional power cost. Reliability is also a key concern.



GPC has been inventing new ways to repair existing wells, design new types of pumps, and redevelop wells for many years. These new technologies are taught to the cities and consultants primarily through large seminars. Cities, water districts, industrial, agricultural, and private water companies also work directly with GPC's staff and technicians to resolve issues. Innovation, expertise, and our special equipment is another reason why we are different than any other well and pump engineering service company.

GPC is one of the few Contractors that hold all the **REQUIRED** license classifications needed to provide the services that you outlined in your RFP: Engineering A, C61, D21, and C57. We consider our maintenance contracts as our highest priority. These contracts are more than just an agreement, but instead a promise to assist the City in being successful in maintaining a reliable cost-effective pumping system. We are proud to carry highly requested insurances such as 1M in Commercial General Liability, 2M in General Aggregate, 1M in Automobile Liability, 1M in Worker's Compensation and Employer's Liability, 2M in Pollution Liability, 2M in Professional (Errors and Omissions) Liability, as well as 9M in Umbrella Liability.

We also have the most complete pump repair facilities in Southern California. Most companies send equipment out to other vendors to machine and repair the pump. We not only manufacture most of the pump parts in-house, but also manufacture parts for other pump companies. We are the **only** manufacturer of the **GPC Water Flush Deep Well Turbine Pump**. This is the fastest growing deep well turbine pump in Southern California. These well pumps out-perform the standard water lube pumps and do not require oil for line shaft bearing lubrication. GPC is the only certified Byron Jackson pump (Flowserve) dealer in Southern California, which includes the installation and repair of these special submersible pumps. Every custom pump we install (repaired or new) comes with a 1-year warranty that includes our engineering, workmanship, and the materials we use to build our equipment. This warranty also includes the complete removal and reinstallation cost (average cost of \$40,000).

GPC is the most experienced and qualified contractor in the world with the use of **AirBurst®**, which has been determined to be one of the most effective well development processes invented in the past twenty (20) years. GPC is also the most experienced contractor in the world when it comes to the use of Well Klean®/WellRenew® products. Other manufacturers have attempted to copy the formula over the past twenty-seven (27) years but have not been successful. These proprietary chemicals have been used to clean our Navy's ships, city distribution pipelines, and water wells nationwide for over twenty-five (25) years.

The *Groundwater and Wells* textbook, first published in 1962, serves as one of the most thorough and well-referenced resources for the Water industry. GPC provided technical guidance and information for the well development and pump design sections that appear in the 3rd Edition textbook published in 2007.

GPC continues to explore and review the latest industry technologies and processes. One such process is Chlor-Jet™, first introduced in January 2022, which provides a more effective means of well disinfection prior to well equipping versus conventional AWWA well disinfection methods.

In summary, GPC has the people, equipment, and experience to continue the decades-long partnership with the City of Compton. We are proudly investing in our future growth to continue to meet and exceed the expectations of the City and ultimately help to maintain the flow of critical water supplies to the growing number of citizens in Compton.

Contacts:

Michael Bodart

President / Director of Engineering
Office: 909-599-9606
Cell: 909-721-2554
mbodart@genpump.com

Peter Brooks

Chief Executive Officer
Office: 909-599-9606
Cell: 323-471-4885
pbrooks@genpump.com



STATEMENT OF QUALIFICATIONS

CAPABILITIES

General Pump Company, Inc. is a professional well redevelopment and pump equipment contractor located in San Dimas and Camarillo, California. The engineering staff, field support and service crews, and office support staff are 100% dedicated to well evaluation and rehabilitation, and pump equipment evaluation and services.

The technical staff at General Pump Company, Inc. have worked in almost every aspect of the well and pump industries. This diverse experience provides us with unique qualifications to serve our customers and provide them with solution-oriented approaches to get their system back into operation. Our engineers and hydrogeologist have all worked in the drilling and design segment of the water, and/or oil and gas industries, and many of our shop and support technicians have worked for major pump manufacturers.

General Pump Company, Inc. employs only experienced engineers, hydrogeologist and technical field personnel that can offer customers assistance in the following areas:

- Assess well yields to minimize operating and maintenance costs
- Determine the efficiency of production and ASR wells and pumps
- Engineered pump and well equipment
- Pump facility design and construction/booster facility design and construction
- Pipeline design and construction associated with pumping systems
- Appropriate mechanical and chemical redevelopment
- Periodic monitor and maintenance programs
- Water quality and production solutions/well system optimization
- Engineered pump suction
- Pump and motor repair / custom pump design and machining
- Electrical, SCADA and transducer support related to pump operations
- Casing repair and swedging
- Video and geophysical logging support

General Pump Company, Inc., an Engineering Service Company, is dedicated to supporting the ongoing needs of the water industry, and committed to providing:

- Solution-oriented engineering using problem-solving techniques by degreed engineers with diverse well system and groundwater experience, and pump application engineers from major pump manufacturing companies.
- Full-time machine shop, staffed with experienced personnel capable of building and repairing standard and custom pump equipment and specialty products.
- Self-contained chemical trailers to include safety support and operational controls.
- Trained and certified operators for periodic monitoring and maintenance programs.
- In-house training facility and training programs for customers and our own personnel.
- Strong project and construction management for any size project.
- Instant communications with cellular radio/phones for all staff, engineering, technical, field and shop personnel, resulting in better services at a reduced risk and overall cost.
- Modern, safe and reliable equipment with the only telescoping well rigs with spudders in the industry which are required for effective redevelopment of wells in pump houses.

SAFETY

Safety is paramount when men and equipment are involved. A good safety record is important along with adequate insurance and bonding. General Pump Company, Inc. has the best safety record in Southern California for the water well and pump rehabilitation business. Over the past years, General Pump Company, Inc. has had minimal loss of time for work-related injuries.

ANNUAL CONTRACTS

Award of an annual contract is a great honor and to have an annual contract renewed year after year is the greatest compliment to a service company. It proves that the contractor has met or exceeded the customer's set goals and



ANNUAL CONTRACTS (Continued)

expectations. General Pump Company, Inc. has been selected by over 45 cities in Southern California to maintain their well and pumping systems. We have more annual contracts with cities than all our competitors combined. Additionally, General Pump Company, Inc. is the primary contractor or sole-source contractor for 15 private utilities and water districts. Most of these are multi-year contracts having been renewed several times over.

MACHINE SHOP CAPABILITIES

General Pump Company, Inc. is the only well and pump service company in Southern California that builds 100% of our bowl assemblies. This level of expertise, along with our in-house machining, allows us to supply or repair with a greater level of knowledge that your pump equipment will be reliable and efficient.

Our repair and fabrication facility maintains the most complete line of lathes, welding, and associated machining tools.

General Pump Company, Inc. has an expansive repair and fabrication facility. This facility has proven to be invaluable during our 70+ years of business, since many pump and motor repairs require a strong interface between machining, welding and electrical support in order to be completed. We have three major groups within our repair and fabrication facility that allow us to serve your needs in a variety of ways:

- **Fabrication and Machining:** Including lathes, milling machines, grinders, balancing machines, flame welding, gas and electric welding, heli-arc, etc. We perform welding on steel, aluminum, brass, cast iron, resurfacing, and custom work.

We repair all types of pumps by all manufacturers in our facility up to approximately 24-inch impeller diameter for single and multi-stage horizontal pumps and 30-inch diameter for vertical turbine pumps.

- **Assembly:** In general, the pumps we supply are designed and manufactured by General Pump Company at one of our engineering service centers. Assembly of pumps assures the highest quality product, with the assurance that it is built correctly and will meet the design criteria specified.
- **Field Services:** This service has helped us establish ourselves as well and pump problem solvers since many operational problems can be traced to poor installation practices. Having the proper diagnostic equipment and knowing how to use it distinguishes us as "The Leader in Well and Pump Services".

Precision Alignment - We've invested in the latest precision alignment technology and have established a growing list of customers who use us for these services.

Removal, Installation, Mechanical and Startup - We perform field-testing, removal, installation and machining services to offer a turnkey pump service.

General Pump Company, Inc. can provide you with high quality workmanship to meet your water supply needs. Our highly skilled employees can also perform repairs on many types of well and booster pumps.

Pump Repair

Booster
End Suction
Horizontal Split Case
Vertical Turbine
Right-Angle Drive

Machine Shop

Shaft Manufactured:

Pumps & Motors, Precision
Straightening, Electrical Motors

Sleeves Made:

Bronze, Mild Steel, Stainless
Steel

Threads and Tapping

Impeller Rebuilding

Balancing, Trimmed
Eyes & Flanges
High Temperature

Mechanical Seals

Re-Machine Seat, High
Pressure, High
Shaft Repaired Upgrades

Electric Motors

New & Overhauled, Rewound,
Balanced, Custom Bases,



EQUIPMENT AND FIELD SERVICE

General Pump Company, Inc. maintains a full-service machine shop, clean and safe rigs and cranes are a minimum requirement for reliability, quality workmanship and safety.

General Pump Company, Inc. has several trucks fully loaded with essential equipment to handle many urgent repairs in the field. Our well and pump service crews are always ready and willing to assist your water utility with making a repair to keep your well and booster facilities running. Just let us know and we will be on the way, ready to provide you with the highest quality service available.

General Pump Company, Inc. has the newest fleet of rigs and equipment in Southern California. Maintenance and repairs are made at our San Dimas and Camarillo Facilities to make sure our field operations can safely and efficiently respond to our customers' needs. Below are the benefits to our customers.

- Reliable work - In water emergencies, it is important that this large equipment is ready to respond without breakdowns.
- Safety - Our new equipment is not likely to malfunction resulting in major damage or possible injuries.
- The most up-to-date equipment to assemble the Customers' pumps.

General Pump Company, Inc. has chemical treatment equipment with fully operational safety equipment that includes eyewash and shower, along with other special redevelopment tools, which allow us to perform the most cost-effective cleaning to your wells.

PROFESSIONAL REFERENCES

Because of **General Pump Company's** long history in Southern California (over 70 years), we have selected eight (8) cities as references. As we described above in our proposal, **General Pump Company, Inc.** has been selected by 45 cities in Southern California to maintain their well and pumping systems. Upon your request, we can submit additional cities or additional information on other annual contracts.

City of Arcadia – John Corona	626-254-2711
<u>Annual Contract</u>	2003 – Present
City of Pasadena – Michele Carina	626-744-7012
<u>Annual Contract</u>	1982- Present
City of Orange – Son Tran	714-288-2497
<u>Annual Contract</u>	1997 - Present
City of Westminster – Scott Miller	714-895-2876
<u>Annual Contract</u>	1995 - Present
City of Santa Monica – Gary Richinick	310 826-6712
<u>Annual Contract</u>	1979 - Present
City of Glendora – Ron Nickka	626-852-4866
<u>Annual Contract</u>	2002 - Present
City of Chino Hills – Steve Setlak	909-364-2806
<u>Annual Contract</u>	1999 – Present
City of Huntington Beach – Chris Cassotta	714-374-1511
<u>Annual Contract</u>	2000 – Present

Please let us know if you would like contact names and phone numbers for other General Pump Company, Inc. customers or annual contract holders. We can also supply you with a list of Engineering Companies that we consult with and who regularly contract directly with General Pump Company, Inc.



KEY PERSONNEL

MICHAEL G. BODART, PRESIDENT / DIRECTOR OF ENGINEERING

Academic Background University of Missouri - Bachelor of Science in Civil Engineering
Post Graduate C.E. Courses in Geohydrology, University of Southern California

Certifications 1999-Byron Jackson Training Certificate
1998-Grade 1 & 2 Distribution and Treatment Certificates
1998-Engineering "A" License
1995-Dale Carnegie Course
1995-Mackay Pump Rehabilitation Certificate
1992-Golden State Pump Technical Training Certificate
1990-Completed Graduate C.E. Courses in Geohydrology at U.S.C.
1986-Layne & Bowler Pump School Certification
1986-Baroid 1-week Drilling Fluid Technology Course Certification
1985-National Water Works Correspondence Course Certification

Professional Experience General Pump Company, Inc. - President / Director of Engineering - 1993-Present
Layne Western - Regional Engineering and Sales Manager (4 offices)
Federal Highway Administration - Civil Engineer

Professional Presentations Michael G. Bodart (Mike Bodart) is recognized as an expert in the field of pump engineering and well rehabilitation in southern California. He has been invited to speak for numerous professional water-related associations and conventions. Has been speaking professionally for more than 34 years and has presented in nationally known associations such as AWWA, Tri-State, Southern California Water Utility Association, Inland Water Works Association, Groundwater Resources Association and Central Coast Water Association. In 1992, Mike was part of a selected six-person panel of engineers who met in Kansas City to assist in training nationwide engineers in the water well pump business.

PETER H. BROOKS, CHIEF EXECUTIVE OFFICER

Academic Background Harvard University: Bachelor of Arts; Dual Master of Business Administration and Master Public Policy.

Professional Experience Peter Brooks is a water industry executive with 16+ years of management experience across the industry, where he has worked on disaster response and treatment plant operations as the leader of waterTalent; advanced water treatment and wastewater reuse at Xylem, Inc.; and in-conduit hydropower at NLine Energy. He is a former US Marine infantry officer, two-time Iraq War veteran, Fulbright Scholar, and an award-winning water policy instructor at Harvard where he also received an AB (High Honors) and MBA-MPP. Peter is a frequent speaker at water industry events and his writing and work have appeared in the Los Angeles Times, National Public Radio, and several water and wastewater industry publications including AWWA OpFlow, WEF Water & Environment Technology, and Water Online. He has given water industry presentations at Imagine H2O, Water Environment Federation WEFTEC, Association of Boards of Certification, American Water Works ACE, California Municipal Utilities Association, AWWA CA-NV, the Water Technology Summit, among others.



WALTER "RAY" REECE JR. BSBM-BSBA, GENERAL MANAGER

Professional Experience Combined over 40 years of experience managing businesses providing well rehabilitation, maintenance, well drilling, coring, pump manufacturing, and investigative drilling in the environmental, mining, energy and water resource industries. Earned two Bachelor of Science degrees in Business Administration and Management including a Finance focus. Identified, developed and negotiated contracts with private, public and governmental agencies to safely and successfully provide well rehabilitation technologies, pump and motor maintenance, drilling and construction services for a variety of applications. Ray has devoted time to technological transfers of information by conducting industry related seminars and guest lecturing at High Schools, Colleges, Universities, SME, AWWA, and the California Nevada American Water Works Association (Cal-NV AWWA).

FERNANDO MUNOZ. OPERATIONS MANAGER

Certifications Grade 2 - Distribution Certificate
Grade 2 - Water Treatment Operator

Professional Experience Over 40 years experience of quality control to ensure pumps are ready for installation, scheduling and management of shop and field production crews, and day-to-day management of those Company areas.

THOMAS A. NANCHY, SENIOR PROJECT MANAGER

Certifications 2004-Byron Jackson Training Certificate
1989-Dale Carnegie Course
1992-Golden State Pump Technical Training Certificate
1986-Layne & Bowler Pump School Certification
1994-Baroid 1-week Drilling Fluid Technology Course Certification
1998-National Water Works Correspondence Course Certification
1994-Goulds Pump Course
2020-BNSF Safety Course

Professional Experience Tom Nanchy, Sr. Project Manager, has been in the well and pump industry for over forty (40) years. Throughout his professional career, he has been involved with hundreds of well rehabilitations and is highly regarded in the industry. His wide range of experience allows him to solve many difficult well and pump issues and provide options. He has also spoken at many professional organizations throughout California with regards to well maintenance and well rehabilitations. Tom is AWWA certified pump installer and a certified pump installer for Large Water Systems (NGWA). He is factory trained and certified by Byron Jackson and Cla-Valve. Tom also holds a certificate with the Mine Safety and Health Administration (MSHA).



LUIS A. BUSSO, P.G., SR. PROJECT GEOLOGIST

Academic Background University of California Santa Barbara – Bachelor of Science in Geologic Studies

Professional Experience A State of California licensed professional geologist and principal hydrogeologist for General Pump Company. For the past 17 years his professional groundwater work has encompassed combining geological and industry knowledge toward municipal-supply and irrigation-supply water well project developments on behalf of water districts, cities, farmers, and other private owners within Central and Southern California. He currently works alongside Ray Reece, at General Pump Company's Camarillo facility to design and implement pump and well solutions for the clients in the greater Santa Barbara and Ventura Counties.

MICHAEL R. GARCIA, PROJECT MANAGER

Academic Background California State University, Fullerton - Master of Science in Mechanical Engr.
University of Redlands, Redlands - Bachelor of Science in Physics

Professional Background Michael has been working for General Pump Company since 2014, starting as an assistant engineer and working his way into his current project management role. Prior to entering the water industry, Michael was enrolled in a post graduate program where he studied courses in materials of construction, mechanical design, and computer aided design. Currently, Michael is responsible for managing multiple deep well and booster pump projects to ensure efficient completion and client satisfaction.

DANIEL J. PICHARDO, PROJECT MANAGER

Academic Background Seattle University - Bachelor of Science, Civil Engineering, Mathematics Minor

Professional Background Coordinate with project managers, operations manager, and senior applications engineer for materials procurement for all existing projects. Communicate with vendors and customers for timely delivery. Maintain safety manuals for continued safety compliance.

MARK HAAS, PROJECT MANAGER

Professional Background Professional background includes 18 years experience within the well and pump industry. His experience includes Field Service Technician, AirBurst® Operations to include R & D for Frazier Industries and Bolt, Technologies for air gun operations and functionality and Certified Crane Operator.



J. ALFREDO ("FREDDY") RAMIREZ, PROJECT MANAGER

Professional Background Professional background includes 23 years of experience within the well and pump industry. Experience includes designing complete pump assemblies, performing well rehabs, well destructions as well as welding. His wide range of experience allows him to have knowledge in multiple fields in the industry.

PAUL RINEHART, PROJECT MANAGER

Professional Background Over 30 years of experience in the well and pump industry. Experience includes working in the shop, field, and office, performing pump removals, installations, inspections, conducting pump repairs, material acquisition as well as designing well and booster pumps. Coordinating with customers, vendors, operations manager, and field crews to ensure project completion in a timely manner.



Key Personnel Contact Information

Michael Bodart – President/Director of Engineering - (San Dimas)

mbodart@genpump.com

Office: 909-599-9606 ext. 222

Cell: 909-721-2554

Peter Brooks – Chief Executive Officer - (San Dimas)

pbrooks@genpump.com

Office: 909-599-9606 ext. 250

Cell: 323-471-4885

Thomas Nanchy – Senior Project Manager - (San Dimas)

tnanchy@genpump.com

Office: 909-599-9606 ext. 225

Cell: 909-721-1587

Michael Garcia – Project Manager - (San Dimas)

mgarcia@genpump.com

Office: 909-599-9606 ext. 140

Cell: 909-721-5534

Daniel Pichardo – Project Manager - (San Dimas)

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Office: 909-599-9606 ext. 220

Cell: 909-721-1576

Mark Haas – Project Manager - (San Dimas)

mhaas@genpump.com

Office: 909-599-9606 ext. 150

Cell: 909-721-1583

Luis Busso – Senior Project Geologist - (Camarillo)

lbusso@genpump.com

Office: 805-482-1215 ext. 310

Cell: 805-504-7381

GENERAL PUMP COMPANY, INC.



Professional References

<u>Client References</u>	<u>Project</u>	<u>Work Description</u>	<u>Period</u>	<u>Project Funding per Year</u>
City of Arcadia 240 W. Huntington Drive Arcadia, CA 91066 Contact: John Corona Ofc: 626-254-2711	Well & Booster Preventative Maintenance	Well & Booster Preventative Maintenance	Current	\$150,000.00
City of Glendora 116 E. Foothill Blvd. Glendora, CA 91740 Contact: Ron Nichka Ofc: 626-914-8200	Well & Booster Maintenance	Well & Booster Preventative Maintenance	Current	\$200,000.00
City of Santa Monica 1228 South Bundy Drive Los Angeles, CA 90025 Contact: Gary Richinick Ofc: 310-458-8411	Water Well & Pump Maintenance	Water Well & Pump Maintenance	Current	\$400,000.00
City of Orange 189 South Water Street Orange, CA 92866 Contact: Son Tran Ofc: 714-288-2497	Well Maintenance and Repairs	Well Maintenance and Repairs	Current	\$400,000.00
City of Monterey Park 2657 N. Delta Avenue Rosemead, CA 91770 Contact: Ron Bow Ofc: 626-307-1255	Well & Booster Maintenance	Well & Booster Preventative Maintenance	Current	\$400,000.00
General Pump Company has over 45 Annual Maintenance Contracts in Southern California, more than all our competitors combined.				



City of Compton Projects
2018-2023

<u>Project</u>	<u>Work Description</u>	<u>Period</u>	<u>Project Funding per Year</u>
Technical/Maintenance Services – Water Wells & Booster Pump Facilities	Annual Maintenance Contract	2018-2021	\$231,000.00
Technical/Maintenance Services – Water Wells & Booster Pump Facilities	Annual Maintenance Contract – Extension #1	2021-2022	\$231,000.00
Technical/Maintenance Services – Water Wells & Booster Pump Facilities	Annual Maintenance Contract – Extension #2	2022-2023	\$231,000.00
General Pump Company has maintained the City of Compton's Annual Maintenance Contract for approximately 20 years.			



GPC's Pump Repair Process

- 1) Evaluate the City pump prior to removal and perform additional testing if needed.
- 2) Review our records and the City records for the past 10 plus years.
- 3) Review past engineering of the pump equipment.
- 4) During the pump removal, evaluate the pipeline, electrical, and pump components as they are disassembled in the field.
- 5) Ask City operators about any additional information or concerns regarding the operation of the pump.
- 6) Pressure wash and disassemble the remaining pump components in our shop.
- 7) Engineering inspection of the equipment.
- 8) Engineering review of our past history records and the City recent records to determine what engineering will be modified to improve efficiency and reliability.
- 9) Submit engineering data to the City along with a proposal to make sure the design meets the new system requirements.
- 10) Modify the engineering as needed and resubmit along with the bid proposal for a second review if needed.
- 11) GPC engineers submit the drawings for the components and what is needed for manufacturing the pump.
- 12) GPC engineers submit the CAD drawing to the City to make sure they have accurate records for the equipment going forward. The City will update their files for future trouble shooting, maintenance, or emergencies.
- 13) GPC machinist and pump technicians will machine and assemble the parts per the BOM and approved drawings.
- 14) GPC will recheck tolerances and perform QC during each step of the manufacturing process. Each pump is a design-build to meet the well or booster application requirements.
- 15) After the pump is assembled, our shop mechanics will perform the final inspection for QC and prepare the pump for installation.
- 16) Our experienced installers are the next step in our QC. If something is not assembling correctly in the field, they are responsible for stopping the job and making sure that corrections are made.
- 17) The final QC comes from our "control and system specialist". These are the individuals that perform the start-up and testing with your crew.

One of the most important factors when we install a pump is the warranty. Our warranty includes the removal and reinstallation of a pump if it does not operate correctly. This cost is normally in the range of \$20k to \$60k depending on the size of the equipment. **No other manufacturer or service company** includes this warranty, and this is why our QC must be better than any other manufacturer. The warranty includes our engineering, workmanship, and material for one year.



GPC's Well Rehabilitation and Repair Process

- 1) Discuss the issues with the city along with our experienced engineers and geologist.
- 2) Perform additional well testing to better understand all the well issues.
- 3) Evaluate our historical records and the City of Compton's records.
- 4) Discuss the first phase of the rehabilitation. This step could include a static video log or dynamic video log as an example.
- 5) Evaluate the results of the first phase of rehabilitation. A typical well rehabilitation normally has 8-15 phases.
- 6) Continue to move phase by phase to perform the most cost-effective approach. The results of each phase are evaluated and discussed before determining the next phase.
- 7) After evaluating and completing the 8-15 phases, we evaluate the success of the redevelopment which includes power savings and additional production.
- 8) Extending the life of a well, saving on power bills, and increasing production is a typical result of a proper well redevelopment.
- 9) It should be noted that there are no two wells alike in the world, therefore each well redevelopment must be a custom fit to meet the city needs and the wells.



Equipment / Vehicles

Below are pictures of some of General Pump's equipment and vehicles.

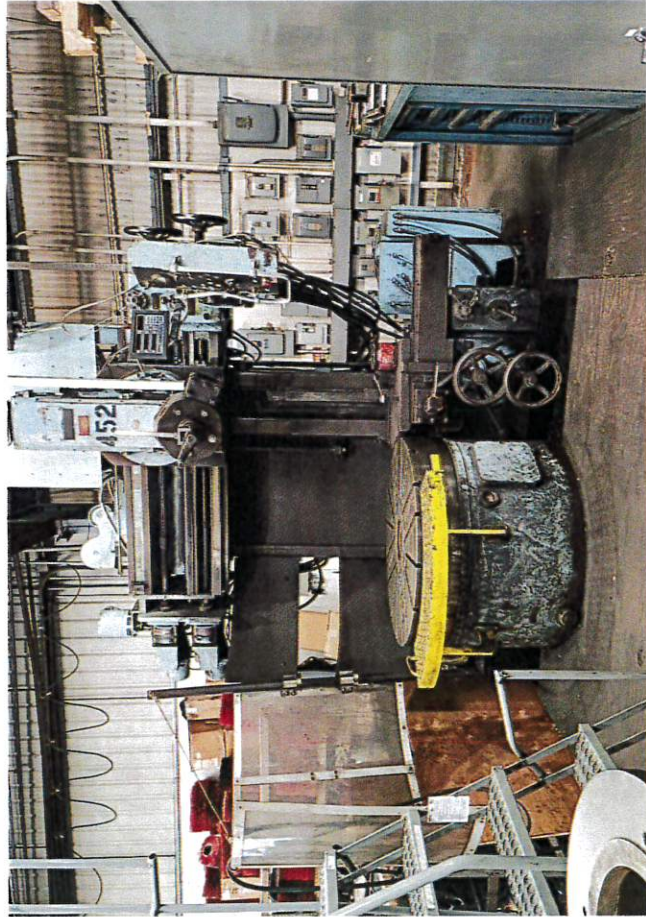
Also included is a copy of our "Vehicle List". Our equipment and vehicles are 100% dedicated to well and pump services and can handle many urgent repairs in the field. Most of our competitors are drillers, therefore, their equipment is utilized for drilling projects.

San Dimas Headquarters and Machine Shop

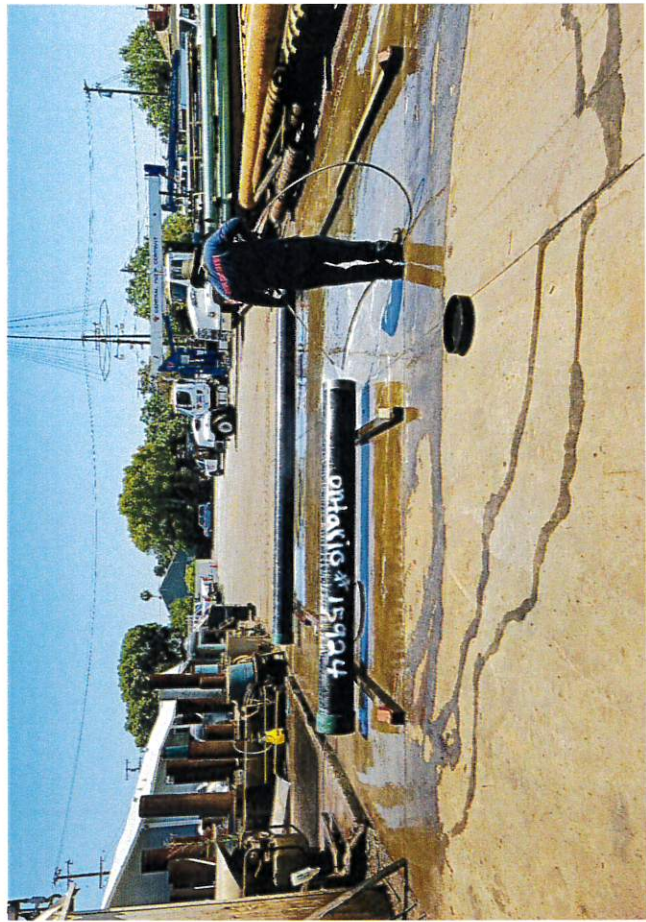


Camarillo Office and Machine Shop

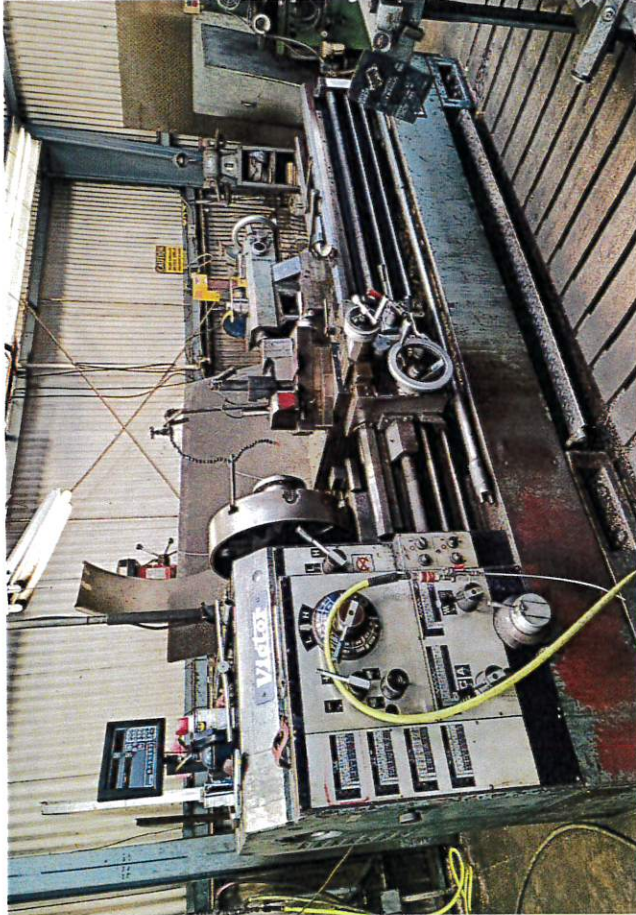
1. Vertical Turret Lathe



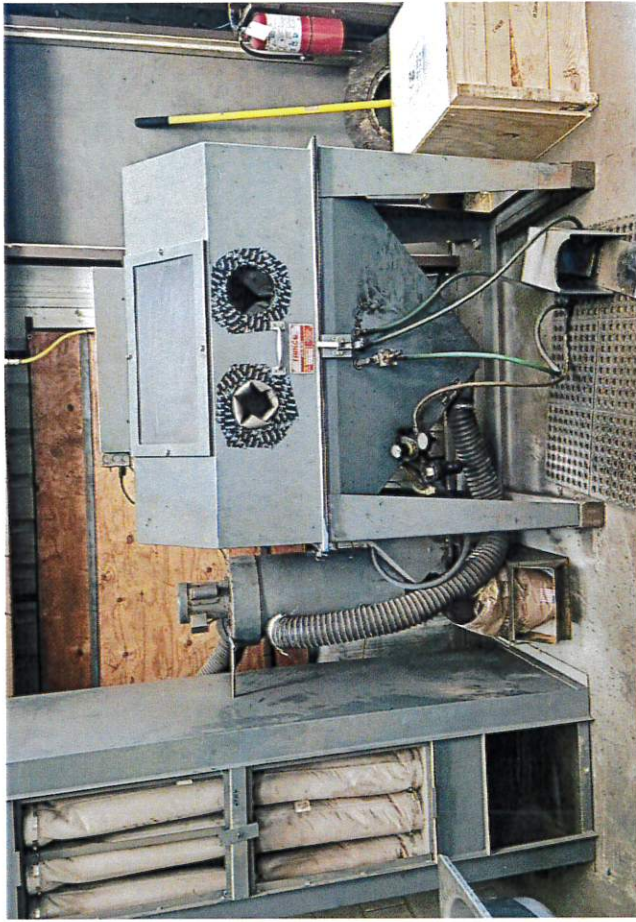
3. Steam Pressure Wash Station with Filtration



2. Engine Lathe



4. Sandblasting Equipment



5. Welding Station



7. Shaft Straightening with Indicators and Vibration Hammer



6. Laser Alignment Tools



8. Service Truck



9. Welding Truck



11. Hydraulic/Rotary Crane



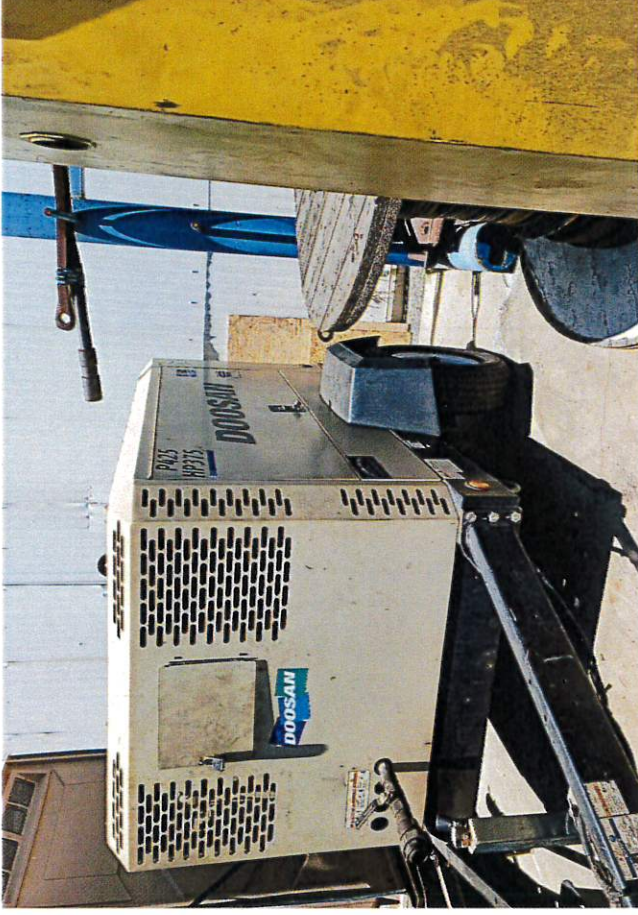
10. Delivery Truck



12. Air Compressor



13. Air Compressor (Towable)



14. Test Pump with 300 HP Engine



Vehicle List

General Pump Company's listed vehicles are 100% dedicated to and utilized for well & pump services. Our entire fleet inventory is registered in California.

LIST#	EQUIP#	YEAR	MAKE	BODY
1	9001	2010	Freightliner	Rig
2	90102	2019	Freightliner	Rig M2106
3	90105	2020	Freightliner	Rig VA 108SD
4	90106	2018	Freightliner	Derrick Rig 108SD
5	90107	2019	Freightliner	Rotary Crane 114SD
6	9009	2015	Freightliner	Rotary Crane 114SD
7	90110	2015	Chevrolet	Stake Bed 3500
8	90111	2015	Chevrolet	Stake Bed 3500
9	90112	2015	Chevrolet	Stake Bed 3500
10	9017	2002	Grove	40 Ton Crane
11	90117	2021	Grove	40 Ton Crane
12	90118	2021	Freightliner	Rotary Crane 114SD
13	9019	2015	Freightliner	40 Ton Crane 114SD
14	90121	2021	Western Star	Flatbed 4700SB
15	9023	2015	Peterbilt	Service Truck
16	9024	2004	Big Tex	Utility Trailer
17	9025	1998	Carson	Trailer
18	90126	2018	Carr	Trailer
19	90127	2020	Chevrolet	Silverado 2500
20	9029	2009	Chevrolet	Silverado
21	9030	2009	Chevrolet	4WD Silverado
22	90131	2018	Freightliner	Service Truck M2106
23	90132	2017	Freightliner	Service Truck M2106
24	9033	2011	Chevrolet	Silverado 2500
25	9034	2011	Chevrolet	Silverado 1500
26	9035	2013	Chevrolet	Silverado 1500
27	9036	2018	Chevrolet	Silverado 2500
28	9037	2008	Toyota	Tacoma Pick-up
29	9038	2020	Chevrolet	Silverado 2500
30	9039	2019	Chevrolet	Silverado 2500
31	90140	2020	Western Star	Rig VA 4700SB
32	90141	2020	Freightliner	Utility Truck
33	90142	2018	Freightliner	Brigadier M2106
34	90150	2021	Freightliner	Rotary Crane 114SD
35	9062	2016	Western Star	Flatbed 4700SB
36	9063	2016	Western Star	Flatbed 4700SB
37	9064	2016	Western Star	Flatbed 4700SB
38	9065	2019	Western Star	Flatbed 4700SB
39	9066	2019	Western Star	Flatbed 4700SB
40	9070	2018	Chevrolet	Stake Bed 3500
41	9071	2018	Chevrolet	Stake Bed 3500
42	9072	2018	Chevrolet	Stake Bed 3500

**SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
GENERAL PUMP COMPANY**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220 and **GENERAL PUMP COMPANY** (hereinafter referred to as "**CONTRACTOR**") located at 159 North Acacia Street, San Dimas, California 91773, (each a "Party" and collectively, the "Parties").

RECITALS

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

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

C. City does not have available personnel specifically trained and experienced to perform the services required and requires the services of a contractor trained, certified and experienced with the providing professional engineering and maintenance services for the City's water-related well and booster pump infrastructure.

D. Authorization to enter into this Agreement is pursuant to Resolution No. _____, adopted by the City Council on _____, 2024.

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

1.0 Services to be Performed by Contractor:

Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all professional, technical, clerical services, labor, materials, tools, equipment, transportation, utilities, telephone, etc., used by Contractor in connection with providing professional engineering and maintenance services for the City's wells and booster pump infrastructure.

The City currently has seven (7) active water wells, one (1) inactive well, one (1) inactive booster pump station and one (1) new booster pump station (scheduled for completion in the 2nd quarter of 2018), more specifically:

Sibrie Park Booster Pump Station
Tank-Farm Booster Station
Well No. 11
Well No. 13
Well No. 15

1300 El Segundo Boulevard
18604 South Wilmington Avenue
841 West Greenleaf Boulevard
730 East Caldwell Street
345 West Glencoe Street

Services Agreement – General Pump Company
Technical/Maintenance Services – Water Wells & Booster Pump Facilities
Resolution No. _____

Well No. 16	525 East Weber Avenue
Well No. 17	480 West Compton Boulevard
Well No. 18	1824 North Santa Fe Avenue
Well No. 19	1119 East Tucker Street
Well No. 20	1300 El Segundo Boulevard

Project types, including oversight of all work performed include, but may not be limited to:

- Well pump/motor maintenance, repair, rehabilitation and/or replacement
- Well test pumping and video logging
- Booster pump/motor maintenance, repair, rehabilitation and/or replacement
- Engineering and hydrogeology support
- Well chemical treatment
- Well and booster pump control and instrumentation

As more fully discussed and specified with the City's "Request for Qualifications to Provide Well and Booster Pump Maintenance Services," any "Instructions to Bidders," any "Supplementary Instructions to Bidders," and any addendum(s) and supplements thereto issued by the City, the "Qualifications/Proposal" and any "Bid/Unit Price Proposal" submitted by the Contractor, all of which are incorporated herein.

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

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

2.0 Term of the Contract:

The Contractor shall commence performance of the work upon Notification to Proceed from the City and continue in a diligent and professional manner to perform and execute the assigned tasks and agreed services are completed, unless this Agreement is extended or terminated as provided herein.

3.0 Compensation:

The method of payment for this Contract shall be on a equipment, labor and unit amount basis, as more specifically provided in Contractor's Proposal "**Bid Schedule for Well and Booster Pump Maintenance Services,**" which is incorporated herein. The fees charged by the Contractor shall include compensation for all work and labor, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Contractor and the City. Adjustment in the total compensation will not be effective until authorized and approved by the City.

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoice(s) for all services completed. Invoice(s)

shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoice(s) shall be delivered or mailed to the **General Manager, Compton Municipal Water Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

For the work agreed to be performed pursuant to this Agreement, it is understood between the Parties that the maximum compensation payable to the Contractor for all services to be performed pursuant to this Agreement over the three (3) year term of this Agreement is limited to **One Million, Six Hundred Twenty-One Thousand, Four Hundred Fourteen Dollars and Thirty-Cents (\$1,621,414.30).**

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

4.0 Key Personnel:

4.1 Contractor's Representative. Contractor hereby designates _____, _____ of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

4.2 City's Representative. City hereby designates the **General Manager** of the **Compton Municipal Water Department** or his/her designee as City's Representative for this Agreement.

5.0 Supervision of Work:

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

6.0 Safety:

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

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

.a Employees and all other persons at any of the wells and booster pump facilities (i.e. "Site" or "Sites") subject to this Agreement;

.b Materials and equipment stored on the Site or off the Site at

locations for use in performance of the work; and

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

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

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

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

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

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

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

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

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

7.0 Indemnity:

Contractor shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereafter the "CITY") against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall defend, indemnify and save the City from any and all liability or expense,

including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Contract, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

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

8.0 Insurance:

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

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

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

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

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

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

8.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 06 92 covering "Any Auto" (Symbol

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.0 Non-Discriminatory Employment Practices:

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

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

10.0 Successors and Assigns:

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

11.0 Warranties:

The Contractor guarantees all equipment, materials, supplies and work furnished on the job against defective construction or workmanship for a period of one (1) year following completion of the project.

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

12.0 Independent Contractor Status:

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

13.0 Permits and Licenses:

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

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

14.0 Termination:

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

14.1 If the Contractor becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.

14.2 If the Contractor persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.

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

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

15.0 Ownership of Documents/Equipment:

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

16.0 Force Majeure:

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

17.0 Waivers:

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

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any other term, covenant or condition contained herein, whether of the same or a different character.

18.0 Amendments:

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

19.0 Notice:

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

To Contractor:

**General Pump Company
159 North Acacia Street
San Dimas, California 91773
Attn: Michael Bodart, President
(909) 599-9606
(909) 599-6238 – fax.**

To City:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: General Manager, Compton
Municipal Water Department
(310) 605-5524
(310) 763-4567 – fax.**

With copy to:

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

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

20.0 Contractors' Books and Records:

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

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

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City or a designated representative. Copies of such documents shall be provided to the City, at its expenses, for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

21.0 Examination and Audit:

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

22.0 Covenants Against Contingent Fees:

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

23.0 Waivers:

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

24.0 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.

25.0 Governing Law and Severability:

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

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

26.0 Federal and State Withholding Taxes:

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

27.0 Miscellaneous:

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

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

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

GENERAL PUMP COMPANY/CONTRACTOR

Dated: _____

By _____,
_____, **President/Director of
Engineering**

**CITY OF COMPTON
Recommended for Approval by:**

Services Agreement – General Pump Company
Technical/Maintenance Services – Water Wells & Booster Pump Facilities
Resolution No. _____

By _____
Jose Garfias, (Interim) General Manager
Compton Municipal Water Department

Dated: _____

Approved by:

Dated: _____

By _____
Wille A. Hopkins, Jr., City Manager

Approved as to form:

By _____
Eric J. Perrodin, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Vernell McDaniel, City Clerk