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
04/02/2024

5:30 PM

CITY COUNCIL CHAMBERS
205 S. WILLOWBROOK AVE
COMPTON, CA 90220

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PRESENTATION: CITY VENTURES 930 W. COMPTON BLVD. PROJECT (Ryan Aeh)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

HUMAN RESOURCES

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2024 – 2025

REGULAR AGENDA

CITY MANAGER'S REPORT

3. ELECTED OFFICIALS AUTHORIZATION TO TRAVEL - 2024 ANNUAL MUNICIPAL SEMINAR - CONTRACT CITIES
INDIAN WELLS, CA, MAY 16, 2024 THRU MAY 19, 2024

UNFINISHED BUSINESS

4. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COMPTON AND CITY VENTURES HOMEBUILDING, LLC A DELAWARE LIMITED LIABILITY COMPANY, TO ENABLE THE DEVELOPMENT OF A 60-UNIT MARKET-RATE HOUSING DEVELOPMENT PROJECT ON THAT CERTAIN LAND LOCATED AT 930 WEST COMPTON BOULEVARD, COMPTON, CALIFORNIA (FIRST READING)

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FIRE DEPARTMENTS' 2023-2024 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH FUTURE BUILDINGS FOR THE PURCHASE OF A METAL STORAGE CLEARANCE BUILDING TO HOUSE THE FIRE DEPARTMENTS RESERVE FLEET ($45,000.00)

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE RECREATION DEPARTMENT 2023-2024 ANNUAL BUDGET TO ACCEPT AND APPROPRIATE A GRANT FROM THE LOS ANGELES DODGERS FOUNDATION IN THE AMOUNT OF $37,800, ALLOCATING FUNDS FOR THE DODGER DREAMTEAM PROGRAM, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HAROLD JOHNSON AS THE DREAMTEAM COORDINATOR AN ISSUE A PURCHASE ORDER IN THE AMOUNT OF $27,000.

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TECHCOAT CONTRACTORS, INC. AND ESTABLISH A PURCHASE ORDER FOR THE PEDESTRIAN COATING SYSTEM AT FIRE STATION 1 AND FIRE STATION 3 ($108,905.00)

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RISHER SUTHERLAND, INC. DBA UNITED CONTRACTORS, INC. AND ESTABLISH A PURCHASE ORDER FOR THE ROOF REPLACEMENT OF FIRE STATION 1 ($328,900.00)

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO OPEN A PURCHASE ORDER WITH STAPLES ADVANTAGE TO PAY INVOICES FOR OFFICE SUPPLIES FROM THE 2020-2021 AND 2021-2022 FISCAL YEARS IN THE AMOUNT OF $254.95

10. A RESOLUTION OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT ($15,000), AND ESTABLISH A PURCHASE ORDER FOR EADIE AND PAYNE, LLP FOR TAX CONSULTATION SERVICES ($5,000)

COUNCIL COMMENTS

ADJOURNMENT

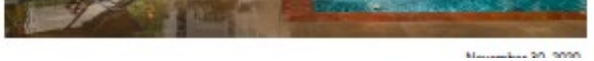
NEXT REGULAR MEETING: 4/9/2024 5:30PM

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

City Ventures

930 W. COMPTON BOULEVARD

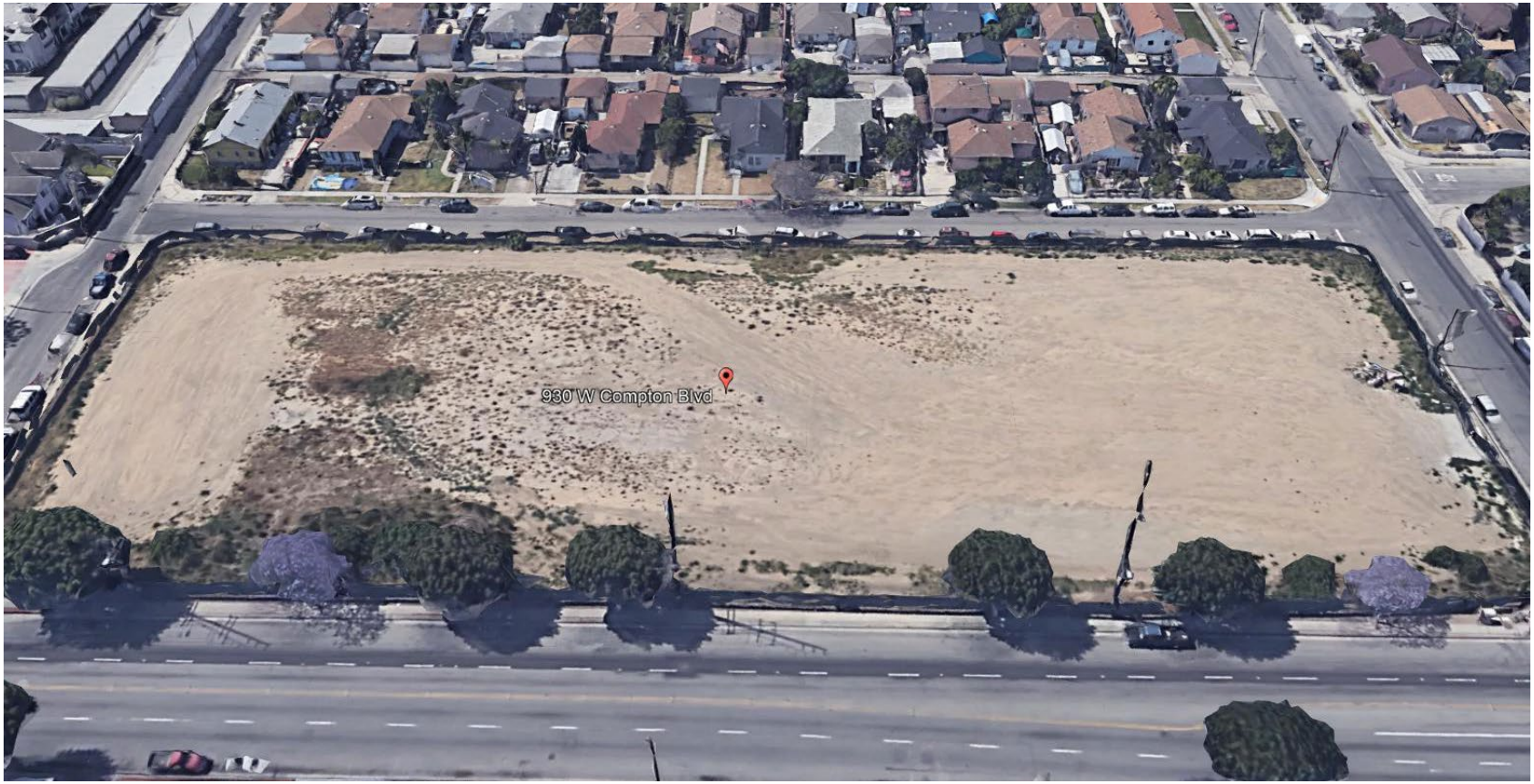
Leaders in High Quality Design



Aerial Photo of Site

City Ventures

Existing Site Condition



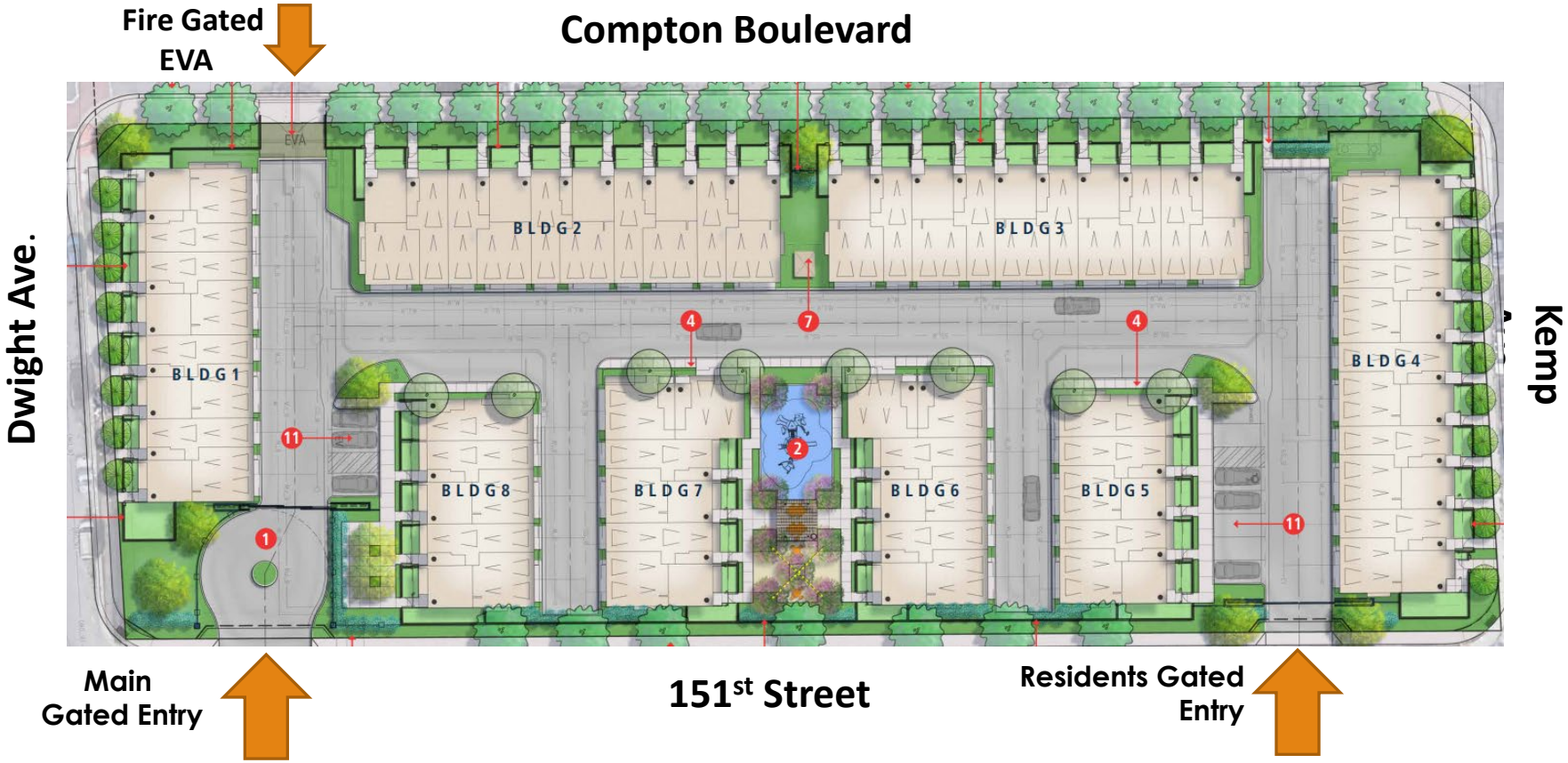
City Ventures

Project Details

- 60 Attached 3-Story Single-Family Homes (24.5 homes per acre)
  - 3 Plan Types offering 3-4 bedrooms and 2 ½-4 baths
  - Unit sizes ranging from 1,404 to 1,664 square feet
  - Front doors facing Compton Blvd., Dwight Ave., and Kemp Ave. as well as internally facing units
  - All homes have private patios and/or upper-level decks
  - All homes have two-car attached garages
  - Central common open space programed with barbeque, shade structure, seating, and tot lot maintained by HOA
  - Gated Community with two entries on 151st St. (main & residents only)
- Affordable Housing Component:
  - 10 units @ Moderate Income Level
  - Anticipated to be priced in the $300's

City Ventures

Site Plan



City Ventures

Compton Boulevard Perspective

Elevation

City Ventures

Open Space Amenities

City Ventures

High Quality Interiors

- **All House:**
  - Minimum 9-foot ceilings throughout
  - 2 1/2" door casing and 4" baseboard
  - Smooth finish two panel interior doors
  - Schlage door hardware
  - Two tone interior paint
  - Milgard Windows
- **Kitchen:**
  - Whirlpool Energy Star appliances
  - Quiet closing cabinet doors and drawers
  - White or wood stained cabinets
  - Granite or Quartz solid surface kitchen counters
  - Under cabinet lights
  - All Kohler fixtures and faucets
- **Bedroom/Bathrooms:**
  - Wire shelf and rod in all closets
  - Sconce lighting at all baths
  - Thick glass for the Master shower door enclosure

City Ventures

Green Building Features

- Environmentally preferred infill location
- Close proximity to abundant transportation resources
- Heat and noise resistant dual glazed windows
- High solar reflective index roofing materials
- Construction materials waste recycling program
- High efficiency water saving plumbing fixtures
- Heat resistant radiant barrier roof sheeting
- Structurally designed lumber saving beam and header systems
- Lumber saving roof and floor truss systems
- Ocean-friendly storm water treatment and runoff prevention system
- Integrated drought tolerant plant layout
- Heat island radiation reducing shade tree planting
- High efficiency irrigation
- Limited turf and free from invasive plants
- Programmable climate control Nest Thermostat
- Energy Star Appliances

City Ventures

Benefits to Homebuyers

- Monthly electric bill reducing solar panels
- Complete elimination of monthly natural gas bills
- Highly modern all induction cooking appliances
- Cutting edge hybrid highly efficient all-electric water heater
- Energy efficient heat pumped heating and cooling system
- Pre-wired conduit for gasoline-free electric car chargers

City Ventures

Questions & Comments

Ryan Aeh
ryan@cityventures.com
949-500-1573

Kim Prijatel
kprijatel@cityventures.com
714-343-4723

City Ventures

April 2, 2024

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **HUMAN RESOURCES DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2024 – 2025**

SUMMARY

Adoption of the attached resolution will establish the holiday schedule for City employees for Fiscal Year 2024-2025. The resolution includes eligibility, accrual, and use of established holidays.

BACKGROUND

In accordance with Rule 7.5A of the City of Compton Personnel Rules and Regulations, City employees shall receive time off with pay on legal holidays as designated by the City Council. Full-time regular and probationary employees are eligible for full holiday pay and permanent part-time employees receive holiday pay for one-half of the scheduled holiday.

STATEMENT OF THE ISSUE

There is a need for the City Council to establish the holiday schedule for City employees for Fiscal Year 2024-2025.

FISCAL IMPACT

The holiday schedule will have minimal financial impact.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution establishing the Holiday Schedule for City employees for Fiscal Year 2024-2025.

DONALD J. GRADY, SR
HUMAN RESOURCES DIRECTOR

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS, JR
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2024 – 2025

WHEREAS, Rule 7.5A of the Personnel Rules and Regulations establishes provisions for granting legal holidays for City employees; and

WHEREAS, there is a need for the City to post a holiday schedule for each fiscal year identifying the dates on which City offices will be closed.

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

Section 1. That the following holidays shall be established as legal holidays for City employees, as set forth herein.

HOLIDAY	DATE HOLIDAY OBSERVED
Independence Day	July 4, 2024 (Thursday)
Labor Day	September 2, 2024 (Monday)
Admission's Day	Floating Holiday
Veteran's Day	November 11, 2024 (Monday)
Thanksgiving Day	November 28, 2024 (Thursday)
Friday after Thanksgiving	November 29, 2024* (Friday)
Christmas Day	December 25, 2024 (Wednesday)
New Year's Day	January 1, 2025 (Wednesday)
Martin Luther King, Jr.'s Birthday	January 20, 2025 (Monday)
Lincoln's Birthday	Floating Holiday
Washington's Birthday (Presidents' Day)	February 17, 2025 (Monday)
Cesar Chavez's Birthday	March 31, 2025 (Monday)
Cinco de Mayo	May 5, 2025 (Monday)
Memorial Day	May 26, 2025 (Monday)
Juneteenth	June 19, 2025 (Thursday)
Employee's Birthday	Floating Holiday

***Employees impacted by the 10/40 Alternative Work Schedule will use this day as a floating holiday.**

Section 2. That the Employee's Birthday Holiday must be used within one year in which the birthday falls.

Section 3. That this holiday schedule is not applicable to sworn 56-hour Fire Suppression personnel who are eligible for compensation in lieu of holidays.

Section 4. That employees whose birthdays, vacation or compensatory time off with pay falls on one of the holidays referenced above shall be entitled to another day off in accordance with the procedure established by the Department for use of paid leave benefits.

Section 5. That floating holidays accrued during Fiscal Year 2024-2025, except the Employee's Birthday, must be utilized by June 30, 2025.

Section 6. That this holiday schedule is effective July 1, 2024 and shall continue to be observed as set forth in this Resolution, unless otherwise revised by action of the City Council.

Section 7. That a certified copy of this Resolution shall be forwarded to each City department and agency.

Section 8. 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, the 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 to 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

March 25, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBER**

FROM: **CITY MANAGER**

SUBJECT: **REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS**

Recommendation: Authorize travel to attend the 2024 Annual Municipal Seminar sponsor by CA Contract Cities Association

Location: Indian Wells, CA

Meeting Date: May 16, 2024 thru May 19, 2024

Approximate Cost: Registration: **$875** (Per attendee)
Hotel: **$451.00** per night (plus taxes and fees)
Transportation: **N/A**
Per Diem: Receipts required (Not to exceed $75 per day)

Source of Funds: General Fund

Purpose: The purpose of attending the 2024 Annual Municipal Seminar is to learn and discuss issues that are impacting our city.

Elected Official	Attending
Mayor Emma Sharif	
Councilmember Deidre M. Duhart	
Councilmember Andre Spicer	
Councilmember Jonathan Bowers	
Councilmember Lillie Darden	

March 25, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBER**

FROM: **CITY MANAGER**

SUBJECT: **REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS**

Recommendation: Authorize travel to attend the 2024 Annual Municipal Seminar sponsor by CA Contract Cities Association

Location: Indian Wells, CA

Meeting Date: May 16, 2024 thru May 19, 2024

Approximate Cost: Registration: **$875** (Per attendee)
Hotel: **$451.00** per night (plus taxes and fees)
Transportation: **N/A**
Per Diem: Receipts required (Not to exceed $75 per day)

Source of Funds: General Fund

Purpose: The purpose of attending the 2024 Annual Municipal Seminar is to learn and discuss issues that are impacting our city.

Elected Official	Attending
Mayor Emma Sharif	
Councilmember Deidre M. Duhart	
Councilmember Andre Spicer	
Councilmember Jonathan Bowers	
Councilmember Lillie Darden	

March 19, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COMPTON AND CITY VENTURES HOMEBUILDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO ENABLE THE DEVELOPMENT OF A 60-UNIT MARKET-RATE HOUSING DEVELOPMENT PROJECT ON THAT CERTAIN LAND LOCATED AT 930 WEST COMPTON BOULEVARD, COMPTON, CALIFORNIA

SUMMARY

Staff requests adoption of an Ordinance to approve a development agreement between the City of Compton and City Ventures Homebuilding, LLC related to 930 W Compton Boulevard. The already approved housing project consists of a gated 60-unit housing project composed of single-family attached condominiums, with ten (10) of the condominiums restricted for sale to moderate income households at affordable sales prices, and open space and other improvements (the “Project”).

The last remaining item for this project is to adopt a development agreement between the City and the Applicant pertaining to the Property in accordance with the development agreement terms set forth in the already approved Purchase and Sale Agreement, and includes a payment of $400,000 to the City as part of this agreement.

BACKGROUND:

To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act (Government Code Sections 65864 through 65869.5), which authorizes any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. A development agreement is a voluntary contract between a local jurisdiction and a person who owns or controls property within the jurisdiction and must comply with the requirements set forth in the Development Agreement Act.

The City of Compton (the “City”) owns an approximately 2.45-acre site located at 930 W. Compton Boulevard in the City of Compton (bounded by West Compton Boulevard to the north, West 151 street to the south, South Kemp Avenue to the east, and South Dwight Avenue to the west) (the “Property”). The City and the Applicant, City Ventures

Homebuilding, LLC, have entered into a Purchase and Sale Agreement dated as of April 15, 2019, as amended by the First Amendment to Purchase and Sale Agreement dated as of December 23, 2020 (as amended, the "PSA"). Pursuant to the PSA, the City agrees to convey the Property to the Applicant pursuant to, and in accordance with, the terms and conditions (including but not limited to, construction requirements, affordable housing requirements, and transfer restrictions) set forth in the PSA. One of the conditions to the close of escrow is that there be an executed and effective development agreement between the City and the Applicant pertaining to the Property in accordance with the development agreement terms set forth in the PSA.

On October 19, 2022, the Planning Commission held a special meeting to consider this item. There was limited discussion on the matter, with questions centering around the sale price of the property. A motion was made to adopt the resolution, but the item was a tie of 2-2-0 (with one commissioner absent). No motion was made to deny the project. Therefore, there is no recommending resolution from the Planning Commission.

STATEMENT OF THE ISSUE:

The Development Agreement proposed between the City and the Applicant would vest the Applicant's rights to develop in accord with any approvals of the Project that have been or may be granted for a specific period of time, along with other terms. The following are some of the significant elements of the Development Agreement:

- The term of the Development Agreement is for seven years with the potential for extension for one (1) year or more provided that the total extension period does not exceed three (3) years (Section 5 of the Development Agreement; Government Code Section 65865.2).

- The City shall conduct annual reviews to determine whether the Applicant is acting in good faith compliance with the terms of the Development Agreement and may order a special periodic review at any time (Section 24 of the Development Agreement; Government Code Section 65865.1).

- The permitted uses of the Property, the density and intensity of use, the maximum height and size of the proposed buildings, parking requirements, setbacks, development standards, provisions for reservation or dedication of land for public purposes, and location of public improvements, and the design, improvement, construction and other guidelines, standards and specifications applicable to the development of the Property (Devevlopment Agreement Section 2; Government Code Section 65865.2).

- The Applicant shall pay to the City a Development Agreement Fee of $400,000 at or prior to the close of escrow pursuant to the PSA (Development Agreement Section 10).

Environmental Review:

The Project, including the Development Agreement, has been environmentally reviewed pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, et seq.), and the City's Local CEQA Guidelines. Mitigated Negative Declaration No. 951 ("MND") was prepared and made available for agency and public review and comment for a 20-day period beginning on November 16, 2021 and ending on December 5, 2021. The MND considers the potential environmental impacts that could occur as a result of the Project. Based on the analysis contained in the MND and other evidence in the record, the City Council, exercising its independent judgment, previously found that the Project will not have a significant environmental impact with the adoption of the identified mitigation measures, and adopted the MND and adopted the Mitigation Monitoring and Reporting Program which is attached to this Resolution. Mitigated Negative Declaration No. 951 (MND) and Mitigation Monitoring and Reporting Program were prepared in connection with the Project, made available for public review and comment for a 20-day period commencing on November 16, 2021 and ending on December 6, 2021, and approved by the City Council on June 28, 2022.

NOTICING

Notice of the public hearing was published and maiiled in accordance with Government Code Sections 65867, 65090 and 65091. Public hearing notices were sent to both owners and occupants within a 500-foot radius on October 20, 2022. Notice was also published in the Compton Bulletin on October 12, 2022. As of October 25, 2022, no other correspondence either for or against the project have been received.

FISCAL IMPACT:

The fiscal impact of this agreement will be $400,000 in revenue to be allocated to the Equipment Rental Fund reserved for future use.

RECOMMENDATION:

Staff supports the proposed Development Agreement and would recommend that the City Council adopt the associated Ordinance to approve the proposed Development Agreement.

CECIL C. FLOURNOY, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED FOR FORWARDING

WILLIE A. HOPKINS JR.,
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COMPTON AND CITY VENTURES HOMEBUILDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO ENABLE THE DEVELOPMENT OF A 60-UNIT HOUSING PROJECT ON THAT CERTAIN LAND LOCATED AT 930 WEST COMPTON BOULEVARD, COMPTON, CALIFORNIA

THE CITY COUNCIL OF THE CITY OF COMPTON HEREBY ORDAINS AS FOLLOWS:

Section 1. City Ventures Homebuilding, LLC, a Delaware limited liability company ("Developer"), proposes to enter into a development agreement with the City of Compton (herein, the "Development Agreement"), which is attached to this Ordinance as Exhibit "A," in connection with the development of a 60-unit housing project consisting of single-family attached townhomes, with ten of the townhomes restricted for sale to moderate income households at affordable sale prices, on that certain land located at 930 West Compton Boulevard, Compton, California, and described in the legal description on file in the City Clerk's office and incorporated herein by reference (the "Project").

Section 2. Government Code Section 65864 authorizes the City to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property in order to, among other matters: ensure high quality development in accordance with comprehensive plans; provide certainty in the approval of development projects so as to avoid the waste of resources and the escalation in the cost of housing and other development to the consumer; provide assurance to the applicants for development projects that they may proceed with their projects in accordance with existing policies, rules and regulations and subject to conditions of approval, in order to strengthen the public planning process and encourage private participation in comprehensive planning and reduce the private and public economic costs of development.

Section 3. The Project, including this Ordinance and the Development Agreement, has been environmentally reviewed pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, *et seq.* ("CEQA"), and the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, *et seq.*). Mitigated Negative Declaration No. 951 ("MND") was prepared and made available for agency and public review and comment for a 20-day period beginning on November 16, 2021 and ending on December 5, 2021. The MND considers the potential environmental impacts that could occur as a result of the Project. Based on the analysis contained in the MND and other evidence in the record, the City Council, exercising its independent judgment, previously found that the Project will not have a significant environmental impact with the adoption of the identified mitigation measures, and adopted the MND and adopted the Mitigation Monitoring and Reporting Program which is on file in the Community Development Department. The City Council hereby finds and determines that the Development Agreement is within the scope of the MND and there are no changes to the Project or its circumstances, or other new information that require further environmental analysis pursuant to the California Environmental Quality Act. The City Council hereby finds and determines, in light of the whole record, and in its independent judgment, that there is no substantial evidence that further environmental analysis is necessary for the Project, and the City Council hereby finds the MND as adopted by the City Council sufficient for taking action on the Development Agreement. The documents and copies of all relevant material, including the proposed Development Agreement and the MND, are on file in the Community Development Department, and can be reviewed by any interested person at 205 South Willowbrook Avenue, California 90220.

Section 4. On October 12, 2022, the Planning Commission was supposed to hold a public hearing to consider the Development Agreement. Notice of the time, place and purpose of the public hearing was duly provided in accordance with California Government Code Sections 65867, 65090, and 65091, and the City's ordinances. There was no quorum at that meeting, so the item was continued to a special meeting held on October 19, 2022. At the conclusion of the public hearing, the Planning Commission deadlocked in a tie and did not make a formal recommendation to the City Council.

Section 5. On December 6, 2022, the City Council conducted a duly noticed public hearing to consider the Development Agreement. Notice of the time, place and purpose of the public hearing were duly provided in accordance with California Government Code Sections 65867, 65090 and 65091, and the City's ordinances.

Section 6. The City Council finds that the provisions of the Development Agreement are consistent with the City of Compton General Plan and comply with its objectives and policies. The Development Agreement is consistent with and implements the objectives of the General Plan policies.

Section 7. The City Council hereby approves the Development Agreement, found on file with the City Clerk, and authorizes the City Manager to execute the Development Agreement on behalf of the City.

Section 8. No later than ten (10) days after the effective date of this Ordinance, the City Clerk shall record with the County Recorder a copy of the Development Agreement and the notice shall describe the land to which such contract applies.

Section 9. The City Clerk is hereby directed to cause a summary of this Ordinance to be published in a newspaper of general circulation published and circulated in the City in accordance with Section 36933 of the Government Code; and shall certify to the adoption of this Ordinance.

Section 10. This Ordinance shall go into effect and be in full force on the thirty-first (31st) day after its passage.

Section 11. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause same to be published as required by law.

ADOPTED this _____ day of _____ 2024.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THECITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Ordinance 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 Ordinance was adopted by the following vote to wit:

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

_____
CITY CLERK OF THE CITY OF COMPTON

RECORDING REQUESTED BY:
CITY OF COMPTON

WHEN RECORDED MAIL TO:

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

Assessor's Parcel Map No.: 6161-001-902

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is made by and between the CITY OF COMPTON, a California municipal corporation ("**City**"), and CITY VENTURES HOMEBUILDING, LLC, a Delaware limited liability company ("**Developer**"). City and Developer are individually referred to herein as a "Party" and collectively referred to as the "**Parties**".

RECITALS

This Agreement is made and entered into with regard to the following facts, each of which is acknowledged as true and correct by the Parties to this Agreement.

A. This Agreement authorizes the development of that certain land located at 930 West Compton Boulevard, Compton, California, as described on Exhibit "A" attached hereto and incorporated herein by reference (the "**Property**"), as further defined in this Agreement.

B. The Property that is the subject of this Agreement is approximately 2.457 acres in size, is referred to as Assessor's Parcel No. 6161-001-902, and is further described in Exhibit "A". Developer has acquired legal or equitable interest in the Property for the development of the Property as provided in this Agreement.

C. Developer has applied to City for approval of this mutually binding Development Agreement, pursuant to the provisions of the Development Agreement Act (as hereafter defined), and other applicable laws.

D. In anticipation of the development of the Project (as hereafter defined), Developer has received the following approvals on June 28, 2022: GENERAL PLAN AMENDMENT CASE NO. 21-001, CONDITIONAL USE PERMIT CASE NO. 21-008, CHANGE OF ZONE CASE NO. 21-003, TENTATIVE TRACT MAP NO. 82807 and MITIGATED NEGATIVE DECLARATION NO. 950.

E. The City Council has specifically considered the advantages and impacts of this Project upon the welfare of City and believes that the Project will benefit City.

F. This Agreement eliminates uncertainty in planning and provides for the orderly development of the Project in a manner consistent with City's Zoning Regulations (as hereafter defined), the Applicable Rules (as hereafter defined) and the General Plan (as hereafter defined).

G. To provide such certainty, City desires, by this Agreement, to provide Developer with assurance that Developer can proceed with development of the Project with the uses, density and other land use characteristics specified in the Project Approvals (as hereafter defined). Neither Developer nor City would enter into this Agreement, or agree to provide the public benefits and improvements described herein, without the agreement that the Project can be developed, during the term of this Agreement, with the uses, density and other land use characteristics specified in the Project Approvals.

H. City has determined that, as a result of the development of the Project in accordance with the Project Approvals (as hereafter defined) and this Agreement, substantial benefits will accrue to the public, including but not limited to the Developer's obligations set forth in Section 10 of this Agreement.

I. On October 19, 2022 pursuant to the requirements of the Development Agreement Act, the Planning Commission of the City of Compton ("**Planning Commission**") conducted a hearing on Developer's application for this Agreement. The Planning Commission did not make a recommendation after a motion to recommend adoption failed to pass by a vote of 2-2-0 (1 absent).

J. On November 1, 2022, pursuant to the requirements of the Development Agreement Act, the City Council of the City of Compton (the "**City Council**") conducted a hearing on Developer's application for this Agreement.

K. The City Council has found and determined that this Agreement is consistent with the City's General Plan and all other plans, policies, rules and regulations applicable to the Project.

L. On November 1, 2022, the City Council adopted Ordinance No. [####] approving this Agreement, and such ordinance became effective on [*Month*] [*Date*], 2022.

M. By resolution No. [####] adopted by the City Council on June 28, 2022, the City Council approved a Mitigated Negative Declaration No. 951 (MND) and Mitigation Monitoring and Reporting Program in connection with the Project, which were made available for public review and comment for a 20-day period commencing on November 16, 2021 and ending on December 6, 2021.

AGREEMENT

NOW THEREFORE, pursuant to the authority contained in the Development Agreement Act, as applied to City, and in consideration of the mutual promises and covenants herein contained and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. Definitions. For all purposes of this Agreement, except as otherwise expressly provided herein, or unless the context of this Agreement otherwise requires, the following words and phrases shall be defined as is set forth below:

(a) "**Applicable Rules**" means the rules, regulations, ordinances, resolutions, codes, guidelines, and officially adopted procedures and official policies of City governing the use and development of real property, including, but not limited to, City's Zoning Regulations and building regulations, adopted as of the Effective Date (as hereafter defined). Among other matters, the Applicable Rules set forth and govern the permitted uses of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, parking requirements, setbacks, and development standards, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction guidelines, standards and specifications applicable to the development of the Property.

(b) "**Building Permit**" means a permit issued by City pursuant to Chapter 14 of the Compton Municipal Code to authorize construction of a building or other structure. "Building Permit" shall not include a demolition permit or excavation and shoring permit, but shall include a foundation permit.

(c) "**Business Days**" means any day other than a Saturday, Sunday or California or federal holiday on which banks in the City are customarily closed.

(d) "**CEQA**" means the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.), as it now exists or may hereafter be amended.

(e) "**Certificate of Occupancy**" means any of the following with respect to any portion of the Project (as hereafter defined): (i) a permanent Certificate of Occupancy, (ii) a temporary Certificate of Occupancy or (iii) a Certificate of Completion, if requested by Developer and issued by City, as to an improvement in which the base, core and shell have been completed, but the improvement is not ready for occupancy due to Developer's electing to defer the completion of tenant improvements, or the interior portions of individual condominium units (e.g., kitchens, baths or finishes which are intended to be customized at a later date).

(f) "**Conditions of Approval**" shall mean the conditions of approval imposed by City upon the Project Approvals.

(g) "**Developer Fees**" shall mean those fees established, adopted, or imposed by City pursuant to Sections 66000 through 66008, of the Government Code of the State of California or the California Subdivision Map Act to offset the impact of development on City's capital facilities. Such fees may include impact fees, linkage fees, exactions, assessments, fair share charges, or other similar impact fees imposed by City on or in connection with new development. Developer Fees do not mean or include Processing Fees.

(h) "**Development Agreement**" or "Agreement" means this Agreement.

(i) "**Development Agreement Act**" means Article 2.5 of Chapter 4 of Division I of Title 7 (Sections 65864 through 65869.5) of the California Government Code (as the same may be amended and/or re-codified from time to time).

(j) **"Development Agreement Fee**" shall mean a public benefit fee to be paid by Developer as set forth in Section 10(d) of this Agreement.

(k) "**Discretionary Action(s)**" or "**Discretionary Approval(s)**" means an action which requires the exercise of judgment, deliberation or discretion on the part of City, including any board, agency, commission or department and any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from a Ministerial Permit (as defined herein) or Ministerial Approval (as hereafter defined).

(l) "**Effective Date**" shall mean the date the City's Ordinance adopting this Agreement has taken effect and the date this Agreement is recorded in the official records of the Los Angeles County Recorder, whichever date occurs first.

(m) "**General Plan**" means the General Plan of City, as it exists as of the Effective Date.

(n) "**Ministerial Permit(s)**," or "**Ministerial Approval(s)**" means a permit or approval, including, but not limited to, building permits, grading permits, zone clearances, and certificates of occupancy, which requires City, including any board, agency, commission or department or any officer or employee thereof, to determine whether there has been compliance with applicable rules, statutes, ordinances, Conditions of Approval, and/or regulations, as distinguished from an activity which is included in the definition of Discretionary Action or Discretionary Approval.

(o) "**Mortgage**" means any mortgage, deed of trust, encumbrance, sale leaseback or other security interest encumbering all or any portion of the Property, given by Developer for the purpose of securing funds to be used for financing the acquisition of the Property or any portion thereof, the construction of improvements thereon and/or any other expenditures reasonably necessary and appropriate to develop the Project (as hereafter defined).

(p) "**Mortgagee**" means the holder of the beneficial interest under any Mortgage.

(q) "**Processing Fees**" means all processing fees and charges required by City that are applied uniformly to all construction or development related activity including, but not limited to, fees for land use applications, Building Permit applications, Building Permits, grading permits, hauling permits, encroachment permits, demolition permits, subdivision or parcel maps, lot line adjustments, street vacations, inspections, certificates of occupancy and plan check. Processing Fees shall not mean or include Developer Fees. In addition, any and all fees payable under the current Applicable Rules shall be deemed to be included within the term "Processing Fees" and not to be included within the term "Developer Fees," whether the same are payable upon issuance of a Building Permit, upon connection of a utility or upon issuance of a Certificate of Occupancy.

(r) "**Project**" means a 60-unit housing project consisting of single-family attached townhomes with ten of the townhomes restricted for sale to moderate income households at affordable sales prices, as modified by the Project Approvals.

(s) "**Project Approvals**" shall include, collectively, GENERAL PLAN AMENDMENT CASE NO. 21-001, CONDITIONAL USE PERMIT CASE NO. 21-008,

CHANGE OF ZONE CASE NO. 21-003, TENTATIVE TRACT MAP NO. 82807 and MITIGATED NEGATIVE DECLARATION NO. 950, approved by the City Council on June 28, 2022, and shall include any Subsequent Project Approvals (as hereafter defined). "**Property**" means the real property described in Exhibit "A".

(t) "**Reserved Powers**" means the power and authority of City to enact regulations and/or take Discretionary Action if the same is expressly found by City to be necessary to protect residents of City, those employed in the City, or visitors to City, from a condition that is dangerous to public health or safety or if the same is required to comply with California or federal laws (whether enacted previous or subsequent to the Effective Date of this Agreement). Reserved Powers also include the power and authority of City to enact regulations that apply generally to residential and mixed use projects within the City, provided that such regulations do not impact the density, height, or square footage of the Project permitted by the Project Approvals, or change the number of affordable housing units required in the Project or the affordability level requirements for those units.

(u) "**Subsequent Land Use Regulations**" means any change in or addition to the Applicable Rules adopted after the Effective Date of this Agreement, including, without limitation, any change in any applicable general or specific plan, zoning, subdivision, or building regulation, including, without limitation, any such change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever by the Mayor, City Council, Planning Commission or any other board, agency, commission or department of City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project.

(v) "**Subsequent Project Approvals**" shall mean further Discretionary Actions or Discretionary Approvals, Ministerial Permits and Ministerial Approvals required to carry out the Project as approved on June 28, 2022 including, without limitation, any subdivision, design review, or amendments to the Project Approvals. Following adoption or approval, a Subsequent Project Approval shall become a Project Approval.

(w) "**Zoning Regulations**" shall mean the official zoning regulations of City adopted as of the Effective Date of this Agreement.

2. Recitals of Premises, Purpose and Intent.

(a) State Enabling Statute. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act which authorizes any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

"The Legislature finds and declares that:

(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and a commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to Conditions of Approval will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost of development."

Notwithstanding the foregoing, to ensure that City remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, City accepts restraints on its police powers contained in development agreements only to the extent and for the duration required to achieve the mutual objectives of the Parties.

(b) The Project. Developer intends to develop the Property as described in the Project Approvals and the final plans submitted to City, subject to the Applicable Rules, the Project Approvals, and the Conditions of Approval. The Parties hereby agree that, for the term of this Agreement, the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, parking requirements, setbacks, and development standards, provisions for reservation or dedication of land for public purposes and location of public improvements, and the design, improvement, construction and other guidelines, standards and specifications applicable to the development of the Property shall be those set forth in the Project Approvals, the Applicable Rules and this Agreement, including the Conditions of Approval.

3. Property Subject to Agreement. This Agreement shall apply to all of the Property.

4. Application of Agreement. This Agreement shall apply to the development and use of the Property. Such development shall be in accordance with the Project Approvals, as the same may lawfully be amended from time to time other than by initiative, and this Agreement.

5. Term of Agreement. The initial term of this Agreement shall commence on the Effective Date, and shall continue for seven (7) years. In addition to the above, at any time, the term may be extended by Developer for one year or more provided that the total extension period does not exceed three years. An extension by Developer pursuant to the prior sentence shall be effective upon written request of Developer provided to City at least ten (10) days before the expiration of the term (including any previous extension) and a concurrent payment to City of the following amounts: for the first year of extension, Developer shall pay twenty-five thousand dollars ($25,000), for the second year of extension, Developer shall pay fifty thousand dollars ($50,000), and for the third year of extension, Developer shall pay seventy-five thousand dollars ($75,000).

6. Timing of Development. The Parties acknowledge that Developer cannot at this time predict when or if the Property will be developed. Such decisions depend upon numerous factors that are not within the control of Developer. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, (the "**Pardee Case**") that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that Developer shall have the right to develop the Property consistent with the Project Approvals and the Conditions of Approval in such order and at such rate and at such times as Developer deems appropriate within the exercise of its sole and subjective business judgment during the term of

this Agreement. This provision shall be broadly construed to provide Developer the greatest amount of time and flexibility (in light of the Pardee Case and/or any other similar or distinguishing cases) as necessary or appropriate to permit Developer to complete the development of the Project irrespective of later adopted rules, regulations or initiatives which would otherwise restrict Developer's time to complete the Project.

7. Permitted Uses; Density; Building Heights and Sizes; Required Dedications. City and Developer hereby agree that the permitted uses of the Property, the density and intensity of such uses, the maximum heights and sizes of the buildings and improvements to be constructed on the Property, and the reservation and dedication of land for public purposes, if any, required in connection with the development of the Property shall be as set forth in and consistent with the Project Approvals, as they may be lawfully amended from time to time other than by initiative. Developer shall not cause or permit any use of the Property that is not permitted by the Project Approvals, and shall not cause or permit the construction of any building or improvement that exceeds the maximum density, building heights and/or building sizes set forth in or otherwise required by the Project Approvals, as they may be lawfully amended from time to time other than by initiative.

8. Developer's Rights. Developer shall have and is hereby vested with the rights, during the term of this Agreement, to develop the Project as set forth in the Project Approvals, as they may be lawfully amended from time to time other than by initiative, all of which are hereby incorporated in this Agreement by reference. Developer agrees that any proposals for subdivision of the Project site shall be through tentative subdivision maps and not by vesting tentative subdivision maps.

9. Changes in Applicable Rules.

(a) Non-Application of Changes in Applicable Rules. The adoption of any Subsequent Land Use Regulations after the Effective Date of this Agreement, or any change in, or addition to, the Applicable Rules (other than changes in Processing Fees and taxes), including, without limitation, any changes in the General Plan or the Zoning Regulations (including any regulation relating to the timing, sequencing, or phasing of the Project or construction of all or any part of the Project), and any changes in Developer Fees (which expression "**changes in Developer Fees**" includes under this Agreement new or additional Development Fees), adopted after the Effective Date of this Agreement, including, without limitation, any such change by means of ordinance, initiative, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by any board, agency, commission or department of City, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project shall not be applied to the Project during the term of this Agreement unless such changes represent an exercise of City's Reserved Powers. Notwithstanding the foregoing, if Developer has not obtained its first Building Permit and commenced construction of the Project within five (5) years of the Effective Date, the Project shall be subject to all changes in Developer Fees adopted by City between the Effective Date and the commencement of the construction of the Project. Said five (5) year period for the commencement of construction shall be extended during the period of any "**Permitted Delay**" under Section 30 below which occurs after the issuance of the first Building Permit.

(b) Changes in Uniform Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes occurring

from time to time in the provisions of City's building, mechanical, plumbing, electrical regulations and similar regulations which are based on the recommendations of a multi-state professional organization and become applicable throughout City, including, but not limited to, the California Building Code, and other similar or related uniform codes.

(c) Changes Mandated by Federal or California Laws or Regulations. Changes in, or additions to, the Applicable Rules adopted or made operative on or after the Effective Date shall apply to the Project if such changes or additions are specifically mandated to be applied to developments such as the Project, irrespective of vested rights, by applicable California or federal laws or regulations as provided in California Government Code Section 65869.5 or any successor provision or provisions. Where City or Developer believes that such a change or addition exists, that Party shall provide the other Party hereto with a copy of such California or federal law or regulation and a statement of the nature of its conflict with the provisions of the Applicable Rules and/or of this Agreement. The City's determination as to the applicability of the change or addition to California or federal laws to the Project shall be final and conclusive. However, nothing in this Agreement shall deprive Developer of the rights possessed by any other property owner, absent vested rights, to challenge the appropriateness of the application to the Project of the change or addition. In the event such changes in the law prevent or preclude compliance with one or more of the provisions of the Agreement, such provisions of the Agreement shall be modified or suspended or performance thereof delayed, as may be necessary to comply with such changes in the law.

(d) Changes in Processing Fees and Taxes Under Applicable Rules. The Project shall be subject to any increase in taxes and Processing Fees imposed by City, provided that such a change is applied on a Citywide basis.

(e) California Health and Safety Regulations. Nothing in the Development Agreement shall prevent the application of health and safety regulations that become applicable to the City as a whole.

(f) Utility Undergrounding. Notwithstanding anything in this Agreement to the contrary, in no event shall Developer be required to underground the above-ground utility lines along Compton Boulevard.

10. Developer's Obligations.

(a) Conditions of Approval. Developer shall comply with the Conditions of Approval.

(b) Fees Associated with Construction. Developer agrees to pay all fees associated with the construction of the Project, including land use approvals, development fees, taxes and Processing Fees, including City plan check fees, building inspection fees, and permit fees at the rate and amount associated with such fees in effect at the time application is made for such approvals or permits. Developer will be exempt from any changes to Development Fees; during the term of this Agreement, as it may be extended.

(c) Development Agreement Fee. Developer shall pay to City a Development Agreement Fee of $400,000 at or prior to the close of escrow pursuant to the Purchase and Sale Agreement between the City and Developer.

11. Building Permit Issuance. City shall be under no obligation to issue a Building Permit for the Project until: (i) all the fees due before issuance of a Building Permit have been fully paid or otherwise fulfilled; and (ii) any lender whose lien is prior and superior to the lien created by this Agreement or any conveyance or covenant required by this Agreement shall have agreed to subordinate its lien to the lien, conveyances and covenants created and required by this Agreement.

12. Default. Failure by City or Developer to perform any term or provision of this Agreement for a period of thirty (30) days from the receipt of written notice thereof from the other shall constitute a default under this Agreement, subject to extensions of time by mutual consent in writing. Said notice shall specify in detail the nature of the alleged default and the manner in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30)-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. Notwithstanding the above, failure to make a Development Agreement Fee payment shall not constitute a default by Developer if City has presented the Payment Security provided pursuant to Section 10 and been paid the amount of the applicable portion of the Development Agreement Fee by the issuer of the Payment Security.

Subject to the foregoing, after notice and expiration of the thirty (30)-day period without cure, the notifying party, at its option, shall have all rights and remedies provided by law and/or may give notice of intent to terminate this Agreement pursuant to Government Code Section 65868 (as the same section may be amended and/or re-codified from time to time). Following such notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code Sections 65867 and 65868 (as the same sections may be amended and/or re-codified from time to time). Following consideration of the evidence presented in said review before the City Council and a determination that a default exists, the Party alleging the default by the other Party may give written notice of termination of this Agreement to the other Party. Upon any such termination, the respective rights, duties and obligations of the Parties hereto shall without further action cease as of the date of such termination (except as to duties and obligations that arose prior to the date of such termination). In no event shall monetary damages be available against City for any alleged default or breach by City. In no event shall consequential damages be available against Developer or any seller of any portion of the Property for any alleged default or breach of this Agreement.

13. Termination and Expiration. Upon the expiration of the term or termination of this Agreement, this Agreement shall terminate and be of no further force or effect; provided, however, such termination shall not affect Developer's obligations under Section 10, nor the obligation to pay any claim of any Party hereto arising out of the provisions of this Agreement prior to the effective date of such termination. The obligations under Section 10 and the obligation to pay any claim arising before the effective date of termination shall continue after termination in perpetuity or until completed.

14. Transfers of Interests in Property or Agreement. In the event of a proposed transfer of interest in the Property or in this Agreement, or any portion thereof, by Developer, Developer agrees to provide City at least thirty (30) days' written notice of such proposed transfer and shall provide satisfactory evidence that the transferee will assume in writing through an assignment and assumption agreement all remaining obligations of Developer under this

Agreement. The assignment and assumption agreement shall be in a form satisfactory to the City Attorney. However, Developer has no obligation to obtain the consent of City to assign this Agreement to a transferee. Notwithstanding the foregoing: (i) the terms, covenants and conditions of this Agreement shall be binding upon any transferee whether or not such an assignment and assumption agreement is signed by the assignee upon acquiring the Property; and (ii) no such transfer shall relieve Developer (transferor) of any obligations under this Agreement.

15. Mortgagee Protection.

(a) *In General.* The provisions of this Agreement shall not prevent or limit Developer's right to encumber the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to such portion. City acknowledges that Mortgagees may require certain interpretations and modifications of this Agreement and agrees upon request, from time to time, to meet with Developer and representatives of such Mortgagees to negotiate in good faith any such request for interpretation or modification. City shall not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement and does not, in City's sole determination, diminish City's benefits from this Agreement. Any Mortgagee shall be entitled to the rights and privileges set forth in this Section.

(b) *Notice of Default to Mortgagee.* If a Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, City shall exercise its best efforts to provide to such Mortgagee written notification from City of any failure or default by Developer in the performance of Developer's obligations under this Agreement, which notification shall be provided to such Mortgagee at such time as such notification is delivered to Developer.

(c) *Right of Mortgagee to Cure.* Any Mortgagee shall have the right, but not the obligation, to cure any failure or default by Developer during the cure period allowed Developer under this Agreement, plus an additional sixty (60) days in order to cure such failure or default. It is necessary for the Mortgagee to obtain possession of the property such as by seeking the appointment of a receiver or other legal process. Any Mortgagee that undertakes to cure or attempt to cure any such failure or default shall provide written notice to City that it is undertaking efforts of such a nature, provided that no initiation of any such efforts by a Mortgagee shall obligate such Mortgagee to complete or succeed in any such curative efforts.

(d) *Liability for Past Defaults or Obligations.* Subject to the foregoing, any Mortgagee, including the successful bidder at a foreclosure sale, who comes into possession of the Project or the Property or any part thereof pursuant to foreclosure, eviction or otherwise, shall take such property subject to the terms of this Agreement and in no event shall any such property be released from any obligations associated with its use and development under the provisions of this Agreement. Nothing in this Section shall prevent City from exercising any remedy it may have for a default under this Agreement; provided, however, that in no event shall such Mortgagee personally be liable for any defaults or monetary obligations of Developer arising prior to acquisition of possession of such property by such Mortgagee.

16. Binding Effect. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, reorganization, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors and assigns. All of the provisions of this Agreement shall constitute covenants running with the land.

17. Indemnification.

(a) Developer agrees to and shall indemnify, hold harmless, and defend, City and its respective officers, officials, members, agents, employees, and representatives ("Indemnitees"), from liability or claims for death or personal injury and claims for property damage which may arise from the acts, errors, and/or omissions of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf in relation to the Project and/or in any manner arising from this Agreement; provided that Developer's indemnification obligations under this paragraph shall not apply to any of the foregoing which arises as a result of an Indemnitee's willful misconduct or gross negligence. The foregoing indemnity applies to all deaths, injuries, and damages, and claims therefor, suffered or alleged to have been suffered by reason of the acts, errors, and/or omissions referred to in this Section, regardless of whether or not City prepared, supplied, or approved plans or specifications, or both. In the event of litigation, City agrees, at no cost to City, to cooperate with Developer. This indemnification, hold harmless and defense requirement shall survive the termination or expiration of this Agreement. City reserves the right, in cases subject to this indemnity, to reasonably approve the attorney selected by Developer to defend Developer and City in any such action.

(b) In the event of any court action or proceeding challenging the validity of this Agreement, any of the Project Approvals or any CEQA determination for the Project, Developer shall defend, at its own expense, the action or proceeding. In addition, Developer shall reimburse City for City's costs in defending any court action or proceeding challenging the validity of this Agreement, any of the Project Approvals or any CEQA determination and Developer shall also pay any award of costs, expenses and fees that the court having jurisdiction over such challenge makes in favor of any challenger and against City. Developer shall cooperate with City in any such defense as City may reasonably request and may not resolve such challenge without the agreement of City. In the event Developer fails or refuses to reimburse City for its cost to defend any challenge to this Agreement, the Project Approvals or any CEQA determination, City shall have the right to terminate this Agreement, subject to the notice and cure requirements of Section 12 above. In all events, City shall have the right to resolve any challenge in any manner, in its sole discretion; provided, however, Developer's consent shall be required if the resolution of the challenge shall require a payment by Developer or limit Developer's rights under this Agreement.

In order to ensure compliance with this Section, within twenty (20) days after notification by City of the filing of any claim, action or proceeding to attack, set aside, void or annul this Agreement, any of the Project Approvals or the CEQA documentation prepared and adopted for the Project, Developer shall deposit with City cash or other security in the amount of one-hundred thousand dollars ($100,000), satisfactory in form to the City Attorney, guaranteeing indemnification or reimbursement to City of all costs related to any action triggering the

obligations of this Section. If City is required to draw on that cash or security to indemnify or reimburse itself for such costs, Developer shall restore the deposit to its original amount within fifteen (15) days after notice from City. Additionally, if at any time the City Attorney determines that an additional deposit or additional security up to an additional fifty thousand dollars ($50,000) is necessary to secure the obligations of this Section, Developer shall provide such additional security within fifteen (15) days of notice from the City Attorney. City shall promptly notify Developer of any claim, action or proceeding within the scope of this Section. City shall cooperate fully in the defense of any such claim or action, but shall have the right to resolve any challenge, in any manner, in its sole discretion; provided, however, Developer's consent shall be required if the resolution of the challenge shall require a payment by Developer or limit Developer's rights under this Agreement.

18. Relationship of the Parties. The Parties acknowledge and agree that Developer is not acting as an agent, joint venture or partner of City, but each is, in fact, an independent contractual party and not in any way under the control or direction of City except as is expressly provided to the contrary in this Agreement.

19. Recordation. The City Clerk shall record a copy of this Agreement with the Registrar-Recorder of the County of Los Angeles no later than ten (10) days after the effective date of the ordinance approving this Agreement. Developer shall reimburse City for all costs of such recording, if any.

20. No Third-Party Beneficiaries. The only signatories to this Agreement are City and Developer. There are no third-party beneficiaries, and this Agreement is not intended and shall not be construed to benefit or be enforceable by any other person whatsoever other than the successors in interest of the signatories.

21. Advice; Neutral Interpretation. Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. This Agreement has been drafted through a joint effort of the Parties and their counsel and therefore shall not be construed against either of the Parties in its capacity as draftsperson, but in accordance with its fair meaning.

22. Certificate of Compliance. At any time during the term of this Agreement, any Mortgagee or other party may request any Party to this Agreement to confirm that (i) this Agreement is unmodified and in full force and effect (or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications) and that (ii) to the best of such Party's knowledge, no defaults exist under this Agreement or if defaults do exist, to describe the nature of such defaults and (iii) any other information reasonably requested. Each Party hereby agrees to provide a certificate to such lender or other party within ten (10) Business Days of receipt of the written request therefor.

23. Consideration. City and Developer acknowledge and agree that there is good, sufficient and valuable consideration flowing to City and to Developer pursuant to this Agreement as more particularly set forth in the Recitals and Section 2 of this Agreement. The Parties further acknowledge and agree that the exchanged consideration hereunder is fair, just and reasonable.

24. Periodic Reviews.

(a) Annual Reviews. City shall conduct annual reviews to determine whether Developer is acting in good faith compliance with the provisions of this Agreement and Government Code Section 65865.1. The reasonable cost of each annual review conducted during the term of this Agreement shall be reimbursed to City by Developer. Such reimbursement shall include all direct and indirect expenses reasonably incurred in such annual reviews.

(b) Special Reviews. In addition, the City Council of City may order a special periodic review of Developer's compliance with this Agreement at any time. The cost of such special reviews shall be borne by City, unless such a special review demonstrates that Developer is not acting in good faith compliance with the provisions of this Agreement. In such cases, Developer shall reimburse City for all costs, direct and indirect, incurred in conjunction with such a special review.

(c) Procedure for Review. City's Director of Community Development (the "**Community Development Director**") shall conduct the review contemplated by this Section to ascertain whether Developer has complied in good faith with the terms and conditions of this Agreement during the period for which the review is conducted. The Community Development Director shall give Developer written notice that any such review has been commenced and shall give Developer at least twenty (20) days after Developer's receipt of such notice to provide to the Community Development Director such information as Developer deems relevant to such review. In addition, upon the written request of the Community Development Director, Developer shall furnish such documents or other information as requested by the Community Development Director.

(d) Result of Review. If following such a review, the Community Development Director finds good faith compliance by Developer with the terms and conditions of this Agreement, the Community Development Director shall issue to Developer an executed certificate of compliance, certifying Developer's good faith compliance with the terms and conditions of this Agreement through the period of such review. Such certificate shall be in recordable form and shall contain such information as may be necessary to impart constructive record notice of the finding of good faith compliance hereunder. Developer shall have the right to record such certificate of compliance in the Official Records of the County of Los Angeles.

If, following such a review, the Community Development Director finds that Developer has not complied in good faith with the terms and conditions of this Agreement, the Community Development Director shall specify in writing the respects in which Developer has failed to so comply. The Community Development Director shall provide Developer with written notice of such noncompliance as provided in Section 12, and City may follow the default procedures as set forth in Section 12.

(e) Effect on Default. Nothing in this Section shall be interpreted to prevent City from providing Developer with a notice of default hereunder at any time, including any time other than during a periodic review under this Section, or from terminating this Agreement pursuant to the provisions of Section 12 following any event of default by Developer.

25. Future Litigation Expenses.

(a) Payment of Prevailing Party. If City or Developer brings an action or proceeding (including, without limitation, any motion, order to show cause, cross-complaint,

counterclaim, third-party claim or arbitration proceeding) by reason of default, breach, tortious act, or act or omission, arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit including, but not limited to, reasonable attorneys' fees and expert witness fees.

(b) Scope of Fees. Attorneys' fees under this Section shall include attorneys' fees on any appeal and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

(c) Headings. The section headings used in this Agreement are for convenient reference only and shall not be used in construing this Agreement. The words "**include**," "**including**" or other words of like import are intended as words of illustration and not limitation and shall be construed to mean "including, without limitation."

26. Amendment. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the Parties or their successors in interest, as follows:

(i) City and Developer, by mutual agreement, may terminate or amend the terms of this Agreement; and the amendment or termination shall be accomplished in the manner provided under California law for the enactment of Development Agreement amendments.

(ii) Except as may be otherwise agreed to by the Parties, no amendment of this Agreement shall be required in connection with the issuance of any Subsequent Project Approval. Any Subsequent Project Approval issued after the Effective Date of this Agreement automatically shall be incorporated into this Agreement and vested hereby.

27. Alterations. No alteration, amendment or modification of this Agreement shall be valid unless evidenced by a written instrument executed by the Parties hereto with the same formality as this Agreement, and made in the manner required by the Development Agreement Act.

28. Waiver. The failure of either Party hereto to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement, or to exercise any election or option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by any Party hereto of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official or officer on behalf of such Party.

29. Severability. If any article, section, subsection, term or provision of this Agreement, or the application thereof to any party or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the article, section, subsection, term or provision of this Agreement, or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining article,

section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, except that if any provision of Section 10 is held invalid or unenforceable before approval of a tentative subdivision map for the Project, then this entire Agreement shall be void and unenforceable and of no further force and effect.

30. Force Majeure. Performance by any Party of its obligations hereunder (other than for payment of money) shall be excused during any period of "**Permitted Delay**," which Permitted Delay shall mean and include delay caused by an event beyond the reasonable control of the Party claiming the delay (and despite the good faith efforts of such Party) that prevents the Party from fulfilling the obligations for which it seeks excuse including without limitation all of the following to the extent that they prevent the Party claiming delay from fulfilling the obligation from which it seeks to be excused: acts of God; civil commotion; riots; strikes; picketing or other labor disputes; shortages of materials or supplies; damage to work in progress by reason of fire, floods, earthquake or other casualties; failure, delay or inability of the other Party to act; terrorism, and litigation brought by a third party attacking the validity of this Agreement, the Project Approvals or the related CEQA determination.

31. Notices. All notices, disclosures, demands, acknowledgments, statements, requests, responses and other communications (each, a "**Communication**") to be given under this Agreement shall be in writing, signed by a signatory hereto (or an officer, agent or attorney of such party) giving such Communication, and shall be deemed effective (i) upon receipt if hand delivered or sent by overnight courier service; or (ii) upon delivery or the date of refusal if sent by the United States mail, postage prepaid, certified mail, return receipt requested, in either case addressed as follows:

To Developer: City Ventures Homebuilding, LLC
Attn: Ryan Aeh, Vice President of Land Acquisitions
3121 Michelson Drive, Suite 150
Irvine, California 92612

To City: Willie A. Hopkins Jr., City Manager
City of Compton
205 South Willowbrook Avenue
Compton, California 90220

With a copy to: Eric J. Perrodin, City Attorney
City of Compton
205 South Willowbrook Avenue
Compton, California 90220

Any signatory hereto may from time to time, by notice given to the other signatories hereto pursuant to the terms of this Section, change the address to which communications to such signatory are to be sent or designate one or more additional persons or entities to which communications are to be sent.

32. Applicable Law. This Agreement shall be governed in all respects by the laws of the State of California.

33. Time is of the Essence. Time is of the essence of this Agreement and every term or performance hereunder.

34. Exhibits. Exhibit A constitutes a part of this Agreement and is incorporated into this Agreement by this reference.

35. Entire Agreement. This Agreement supersedes any prior understanding or written or oral agreements between the Parties hereto respecting the within subject matter and contains the entire understanding between the Parties with respect thereto.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

37. Compliance With Law. Notwithstanding any provision of this Agreement, the Parties agree to comply with all federal, State and local laws and to act in good faith and reasonably in carrying out the terms of this Agreement.

38. Authorization. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the ___ day of _____, 2024.

CITY OF COMPTON,
a California municipal corporation

_____
Emma Sharif,
Mayor of the City of Compton, California

ATTEST:

_____
Vernell McNeil
City Clerk

APPROVED AS TO FORM:

_____
Eric J. Perrodin
City Attorney

APPROVED AS TO CONTENT:

CITY VENTURES HOMEBUILDING, LLC,
a Delaware limited liability company

By: City Ventures Communities, LLC, a Delaware limited liability company, its sole member

Name: _____

Willie A. Hopkins Jr.
City Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

_____
Signature of Notary Public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Place Notary Seal Above

Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Compton, County of Los Angeles, State of California, described as follows:

THE NORTHERLY 223.5 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF LOT "G" OF THE TEMPLE AND GIBSON TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGE 540 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE EASTERLY 70 FEET THEREOF.

ALSO, EXCEPT THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN THE DEED TO THE CITY OF COMPTON, RECORDED OCTOBER 1, 1948 IN BOOK 28405 PAGE 79, OFFICIAL RECORDS, AS INSTRUMENT NO. 1844, AS DESCRIBED IN PARCELS 1 AND 2 BELOW:

PARCEL 1:

THAT PORTION OF SAID LOT "G" OF THE TEMPLE AND GIBSON TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGE 540 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT "G" (SAID NORTHERLY LINE BEARS NORTH 89 DEGREES 58 MINUTES 40 SECONDS EAST), DISTANT THEREON 592.62 FEET EASTERLY FROM THE NORTHWESTERLY CORNER OF SAID LOT "G"; THENCE SOUTH 13 DEGREES 19 MINUTES 40 SECONDS EAST, A DISTANCE OF 223.80 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 40 SECONDS WEST, A DISTANCE OF 30 FEET; THENCE NORTH 13 DEGREES 19 MINUTES 40 SECONDS WEST TO THE NORTHERLY LINE OF SAID LOT "G"; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF SAID LOT "G" TO THE POINT OF BEGINNING TO BE KNOWN AS KEMP STREET.

PARCEL 2:

THE WESTERLY 27 FEET OF THE NORTHERLY 223.50 FEET OF THE NORTHWEST QUARTER OF LOT "G" OF TEMPLE AND GIBSON TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGE 540 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TO BE KNOWN AS DWIGHT STREET. EXCEPT THEREFROM ALL OIL, GAS, MINERAL AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, WITHOUT RIGHT OF SURFACE ENTRY, WHICH RIGHT IS RESERVED IN THE DEED FROM ROBERT L. HOROWITZ AND ELEANOR HOROWITZ, HIS WIFE, CLARENCE K. HOROWITZ AND ROSALIE H. HOROWITZ, HIS WIFE, AND

FREDRICK G. HOROWITZ AND BARBARA J. HOROWITZ; HIS WIFE, RECORDED MARCH 3, 1970 AS INSTRUMENT NO. 215.

APN: 6161-001-902

MITIGATION MONITORING & REPORTING PROGRAM (MMRP) FOR THE CONCORD RESIDENTIAL PROJECT

1. **Project Case Number(s):** Development Agreement
General Plan Amendment
Change of Zone
Conditional Use Permit
Tentative Tract Map 82807
Undergrounding Exemption
Possible Mature Street Tree Removal

2. **Project Title:** Concord Residential Project (the "Project")

3. **Lead Agency:**
City of Compton
Robert Degadillo, Community Development Department
205 South Willowbrook Avenue
Compton, CA 90220
(310) 605-5532
rdelgadillo@comptoncity.org

4. **Project Sponsor:**

Applicant/Developer	Property Owner
Kim Prijatel Senior Vice President of Development City Ventures 3121 Michelson Drive, Suite 150 Irvine, CA 92612 (949) 258-7540 kPrijatel@cityventures.com	City Ventures 3121 Michelson Drive, Suite 150 Irvine, CA 92612 (949) 258-7555

5. **Project Location:**

The Project site is located at 930 West Compton Boulevard, bounded by West Compton Boulevard to the north, West 151st Street to the south, South Kemp Avenue to the east, and South Dwight Avenue to the west, in the City of Compton, County of Los Angeles, California, as shown in Figure A – Aerial. The site is in Township 3 South, Range 13 West, San Bernardino base and meridian, and comprises Tax Assessor parcel number 6161-001-902.

CONCORD RESIDENTIAL PROJECT						
Mitigation Measures		Responsible Party	Monitoring Timing or Frequency	Type of Verification	Verification of Compliance	
					Initials	Date
AESTHETICS						
MM AES-1	Prior to building permit issuance, the developer shall ensure that the design of the buildings shall reduce the number of reflective surfaces used in the construction to minimize new sources of glare. Exterior building materials shall use earth tone light colors with low reflectance. Any bare metallic surfaces found on infrastructures such as pipes and poles shall be painted to minimize reflectance and glare.	Developer	Prior to Building Permit Issuance	Planning shall ensure that plan is reviewed and approved		
REMARKS:						
NOISE						
MM NOI-1	The windows and sliding glass doors facing the West Compton Boulevard shall require a minimum STC rating of 26 for the 1st and 2nd floors.	Developer	Prior to Building Permit Issuance	Planning shall verify on Plan Check set of plans		
REMARKS:						
MM NOI-2	Construction shall occur during the hours of 7:00 AM to 7:00 PM.	Developer	Monitor During All Earthmoving and Construction Activity	City Engineer and Building Inspectors shall monitor during inspections. As well any noise complaints shall be processed.		
REMARKS:						
MM NOI-3	Stationary construction noise sources such as generators or pumps should be located as far as feasibly possible from any existing adjacent residential units, as feasible.	Developer	Monitor During All Earthmoving and Construction Activity	City Engineer and Building Inspectors shall monitor during inspections. As well any noise complaints shall be processed.		
REMARKS:						
MM NOI-4	Construction staging areas should be located as far as feasibly possible from any adjacent sensitive land uses as feasible.	Developer	Monitor During All Earthmoving and Construction Activity	City Engineer and Building Inspectors shall monitor during inspections. As well		

CONCORD RESIDENTIAL PROJECT						
	Mitigation Measures	Responsible Party	Monitoring Timing or Frequency	Type of Verification	Verification of Compliance	
					Initials	Date
				any noise complaints shall be processed.		
REMARKS:						
MM NOI-5	During construction, the contactor shall ensure all construction equipment is equipped with appropriate noise attenuating devices.	Developer	Monitor During All Earthmoving and Construction Activity	City Engineer and Building Inspectors shall monitor during inspections. As well any noise complaints shall be processed.		
REMARKS:						
MM NOI-6	Equipment shall be maintained so that vehicles and their loads are secured from rattling and banging.	Developer	Monitor During All Earthmoving and Construction Activity	City Engineer and Building Inspectors shall monitor during inspections. As well any noise complaints shall be processed.		
REMARKS:						
MM NOI-7	Grading and construction contractors shall use quieter equipment as opposed to noisier equipment (such as rubber-tired equipment rather than track equipment), to the maximum extent feasible.	Developer	Monitor During All Earthmoving and Construction Activity	City Engineer and Building Inspectors shall monitor during inspections. As well any noise complaints shall be processed.		
REMARKS:						
TRANSPORTATION						
MM TRAF-1	Prior to any lane closure or detour, the developer shall submit a Construction Traffic Management Plan per the California M.U.T.C.D. for review and approval by the City Engineer. The plan shall include, but not be limited to, signing, truck routes per the City of Compton Approved Truck Route Map (Figure C-4 of the General Plan Visions 2010), and construction hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday per the Municipal	Developer	Prior to Grading Permit Issuance	Engineering and Planning will review and approve the Haul Route Plan		

CONCORD RESIDENTIAL PROJECT						
	Mitigation Measures	**Responsible Party**	**Monitoring Timing or Frequency**	**Type of Verification**	**Verification of Compliance**	
					Initials	**Date**
	Code Section 7-12. 22 – Construction or Repairing of Buildings, Pile Drivers, Hoists, Steam Shovels of the City of Compton Municipal Code.					
REMARKS:						
MM TRAF-2	Approximately six-feet of red-curb shall be painted on both sides of the driveways and Section 3B.19 of Section 405.1 of the Highway Design Manual standards shall be applied.	Developer	Prior to Occupancy	Engineering will ensure the curb has been painted		
REMARKS:						
WILDFIRE						
REMARKS:	See MM TRAF-1					

April 2, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY OF COMPTON FIRE CHIEF

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FIRE DEPARTMENTS' 2023-2024 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH FUTURE BUILDINGS FOR THE PURCHASE OF A METAL STORAGE CLEARANCE BUILDING TO HOUSE THE FIRE DEPARTMENTS' RESERVE FLEET ($45,000.00)

SUMMARY

Adoption of this resolution is needed to authorize the City Manager to establish and issue a purchase order for Forty-Five Thousand Dollars and Zero Cents ($45,000.00) with Future Buildings for the purchase of a metal storage clearance building to house fire department's reserve fleet.

BACKGROUND

The majority of the City's Fire Engines along with the equipment currently in use are over fourteen (14) years old or older and due to the high volume of emergency responses, the costs of repair to an aging fleet are continuing to increase.

Four (4) Fire Engines and One (1) Ladder Truck were purchased in fiscal year 2022-2023 budget and are due to arrive in March of 2024. These vehicles will be fully equipped with the necessary firefighting equipment & rescue tools with related supplies and accessories needed to perform the day-to-day operations.

Once the new Fire Fleet is in use, the Department will evaluate all the Fire Apparatuses and determine which ones will remain as our Reserve Fleet. The Reserve Fleet will need to be housed in an enclosed structure to protect them from the elements.

STATEMENT OF ISSUE

Staff solicited three quotes for the purchase of a clearance building to house the Reserve Fleet that will be located at Fire Station #3 from the following vendors to wit:

Future Buildings	-	$45,000.00
General Steel Buildings	-	$53,997.00
Lion Buildings	-	$61,634.66

After reviewing the quotes that were submitted, staff determined that the needs of the Department would be best met by Future Buildings because they provided the lowest most responsible quote for the purchase of a clearance building

City Council approval is needed because the expenditure is in excess of $25,000.00 Dollars.

FISCAL IMPACT

The estimated purchase of the clearance building is Forty-Five Thousand Dollars and Zero Cents ($45,000.00). The Department's 2023-2024 Fiscal Year budget will need to be amended as follows:

Increase in Revenue Appropriation:

Account No.	Description	Amount
1001-000-000-3920	Contribution From Other Funds	$45,000.00

Increase in Expenditure Appropriation:

Account No.	Description	Amount
1004-610-000-4290	Contribution To Other Funds	$45,000.00

Also, a transfer funds between accounts as follows:

From:	**Description**	**Amount**
1004-690-000-4238	Special Projects	$45,000.00

To:	**Description**	**Amount**
1001-690-000-4300	Capital Outlay	$45,000.00

After the proposed transfer, the funds will be paid from:

Account No.	**Description**	**Amount**
1001-690-000-4300	Capital Outlay	$45,000.00

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution.

RONERICK SIMPSON
FIRE CHIEF

APPROVED FOR FORWARDING

WILLIE A. HOPKINS, JR
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FIRE DEPARTMENTS' 2023-2024 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH FUTURE BUILDINGS FOR THE PURCHASE OF A METAL STORAGE CLEARANCE BUILDING TO HOUSE THE FIRE DEPARTMENTS' RESERVE FLEET ($45,000.00)

WHEREAS, the Compton Fire Department ((“Department”) responds to over 12,000 incidents each year, including fires, vehicle accidents, medical and other emergencies; and

WHEREAS, the Departments fire apparatuses along with the equipment currently in use are over fourteen (14) years old or older and due to the high volume of emergency responses, the costs of repair to an aging fleet will continue to increase; and

WHEREAS, four (4) new fire engines and one (1) ladder truck were purchased in fiscal year 2022-2023 budget and are due to arrive in March of 2024; and

WHEAREAS, once the new fire fleet is in use, the Department will evaluate all fire apparatuses and determine which ones will remain as our reserve fleet**;** and

WHEREAS, the reserve fleet will need to be housed in an enclosed structure to protect them from the elements; and

WHEREAS, staff has solicited three (3) quotes for the purchase of a clearance building to house the reserve fleet that will be located at Fire Station #3:

Future Buildings	-	$45,000.00
General Steel Buildings	-	$53,997.00
Lion Buildings	-	$61,634.66

WHEAREAS, after reviewing the quotes, it has been determined by staff that Future Buildings submitted the lowest most responsible quote that meet the needs of the Fire Department; and

WHEAREAS, the 2023-2024 Fiscal Year budget will need to be amended.

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

SECTION 1. That the Department's 2023-2024 Fiscal Year budget will need to be amended to transfer funds between accounts as follows:

Increase in Revenue Appropriation:

Account No.	Description	Amount
1001-000-000-3920	Contribution From Other Funds	$45,000.00

Increase in Expenditure Appropriation:

Account No.	Description	Amount
1004-610-000-4290	Contribution To Other Funds	$45,000.00

Also, a transfer funds between accounts as follows:

From:	**Description**	**Amount**
1004-690-000-4238	Special Projects	$45,000.00

To:	**Description**	**Amount**
1001-690-000-4300	Capital Outlay	$45,000.00

After the proposed transfer, the funds will be paid from:

Account No.	**Description**	**Amount**
1001-690-000-4300	Capital Outlay	$45,000.00

SECTION 2. That the City Manager is hereby authorized to establish and issue a purchase order to Future Buildings in an amount not-to-exceed Forty-Five Thousand Dollars and Zero Cents from Account No. 1001-690-000-4300 for use by the Fire Department ($45,000.00).

SECTION 3. That funds for this expenditure are available in Fiscal Year 2023-2024 Budget in Account No. 1001-690-000-4300.

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

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

ADOPTED this _____ day of _____ 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 MEMBER-**
NOES: **COUNCIL MEMBER-**
ABSENT: **COUNCIL MEMBER-**
ABSTAIN: **COUNCIL MEMBER-**

_____

CITY CLERK OF THE CITY OF COMPTON

Quote #1

FUTURE BUILDINGS

Distributors for Future Steel Buildings Intl. Corp.
1405 Denison St. Markham, Ontario L3R 5V2
TEL **(905)477-1894** • FAX **(905)477-3661** • TOLL FREE FAX **1-877-474-4445**

Building for the future

Building for the future
1004

CUSTOMER **Reginald Donald**	**Compton Fire Department**			Order # **B**
MAILING ADDRESS **201 South Acacia Avenue**	**Compton**	**California**	**90220**	
BUILDING ADDRESS (Where the building will be erected) **1133 West Rose Crans Avenue**	**Compton**	**California**	**90222**	Customer ID **2166418**
TELEPHONE **(310) 605-5500**	FAX	WORK **(323) 791-7679**	CELL	EMAIL rdonald@comptoncity.org

Hereby agrees to purchase from the Company, Future Sales Limited the seller, and to accept at the time requested below, all of the materials necessary to erect the building specified. Labor supervision or anything other than the prefabricated building package is not included unless specifically stated herein

USE	MODEL	SIZE		(PEAK)	GAUGE
Storage	**S50x20**	WIDTH: **50'1"**	LENGTH: **60'**	HEIGHT: **20'4"**	**ABA4A**

X	ARCHES: QUANTITY **30**				
	FRONT WALL	SOLID ☐	OPENING ☐	WALL NOT INCLUDED ☒	
X	FRONT CURVED ANGLES		LARGE ☒	SMALL ☐	
	FRONT OPENING #1		WIDTH	HEIGHT	
	FRONT OPENING #2		WIDTH	HEIGHT	
	REAR WALL	SOLID ☐	OPENING ☐	WALL NOT INCLUDED ☒	
X	REAR CURVED ANGLES		LARGE ☒	SMALL ☐	
	REAR OPENING #1		WIDTH	HEIGHT	
	REAR OPENING #2		WIDTH	HEIGHT	
X	NUTS BOLTS AND WASHERS	QUANTITY **110%**			
X	CERTIFIED ENGINEERED DRAWINGS AND MANUALS				
X	FREIGHT TO: Compton, California				
X	14 ga. Industrial Arch Connector for A and S Models				
	Accessory # 2				
	Accessory # 3				
	Accessory # 4				
	Accessory # 5				
	Accessory # 6				

Questions / Customer Service Contacts; 1-800-668-5111

Building Consultant | Tony Cavallin | Ext. 226 | tcavallin@futurebuildings.com

Sales Manager | John Mastrangelo | Ext. 306 | jmastrangelo@futurebuildings.com

Customer Service/Delivery | Beatrice Prevalus | Ext. 256 | bprevalus@futurebuildings.com

NOTES:

Freight to: Compton, California
(As close to site as truck can safely go).
Customer to offload

Customer to be provided 60 days from date of delivery to advise of any missing or damaged components.
Building to be mounted on existing foundation by others measuring 200 x 900. Baseplates may or may not have drip - edge and / or custom hole locations as required.

ESTIMATED DELIVERY DATE
April 2024

rdonald@comptoncity.org

Unless explicitly stated otherwise, anchor bolts and overhead doors are not provided by Future Buildings.

This order must be scheduled to leave our factory in April 2024. Any delay by the customer will be subject to a price increase

BUILDING PRICE	**$45,000.00**
FREIGHT	**$0.00**
ADMINISTRATION FEE	**$0.00**
SUB TOTAL	**$45,000.00**
HST #704352723RT0001	**$0.00**
	$0.00
TOTAL PRICE	**$45,000.00**
ENGINEERING DEPOSIT	**$11,250.00**
BALANCE DUE ON DELIVERY (BY CERTIFIED CHEQUE)	**$33,750.00**

THE BUYER ACKNOWLEDGES AND AGREES:

- pay the balance of the purchase price by certified cheque upon delivery of the materials and acknowledges receipt of a completed purchase order;
- that upon acceptance of this order by the Seller that the Buyer shall NOT be entitled to a refund of whole or any part of the engineering charge or deposit and that the Buyer shall be held responsible for payment of the balance and all collection and legal fees arising from the cancellation;
- there have not been any representations, conditions, warranties, promises, or collateral agreements, of any kind made by the Seller or its representatives;
- upon being contacted for delivery shall accept delivery of the materials within 14 days.
- I consent to receiving electronic communications, including: product updates, promotions and building information from Future Buildings.
- under no circumstances shall the seller be liable for any indirect, special, punitive, incidental, or consequential damages resulting from the sale, installation or use of the building(s), whether based upon breach of warranty, breach of contract, negligence, strict liability or any other legal theory.
- they have received and read the conditions on the back of this document and agree to be bound by the conditions.

Buyer **Reginald Donald** **Compton Fire Department**

Signature _____

Representative **Tony Cavallin**
Future Buildings USA Inc. DBA Future Buildings

By Authorized Officer _____

Accepted by Seller this **04** day of **Mar** 20 **24**

CONDITIONS

The Seller is a distributor of Future Steel Buildings ("the Supplier") and does not offer any warranties or guarantees for the buildings. Any inquiries or claims dealing with installation, delivery shortages, warranty information and coverage, perforation, demurrage, spotting, switching, or any other issues with the building(s), should be made directly to the Supplier. For greater certainty, the only warranties and guarantees provided are those provided by the Supplier and set out in the Future Steel Building Manual.

UNDER NO CIRCUMSTANCES SHALL THE SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION OR USE OF THE BUILDING(S), WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY. Such damages include, but are not limited to, loss of profits, loss of revenue, loss of use of the building, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, Buyer's time, claims of third parties, including customers, and injury to property.

The Seller makes no representations or warranties regarding the products being sold and all warranties, express or implied, are hereby disclaimed (including implied warranties of merchantability and fitness for a particular purpose), unless set out on the face of this agreement. No oral or written information or advice given by the Seller, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of any warranty, and no such persons have authority to modify any aspect of any warranty or create any other warranties.

Any taxes which the Seller may be required to pay or collect, under the existing or future laws of the Province of Ontario, Canada and any other competent authority upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the materials covered thereby, shall be for the account of the Buyer, who shall promptly pay the amount thereof to the Seller upon demand.

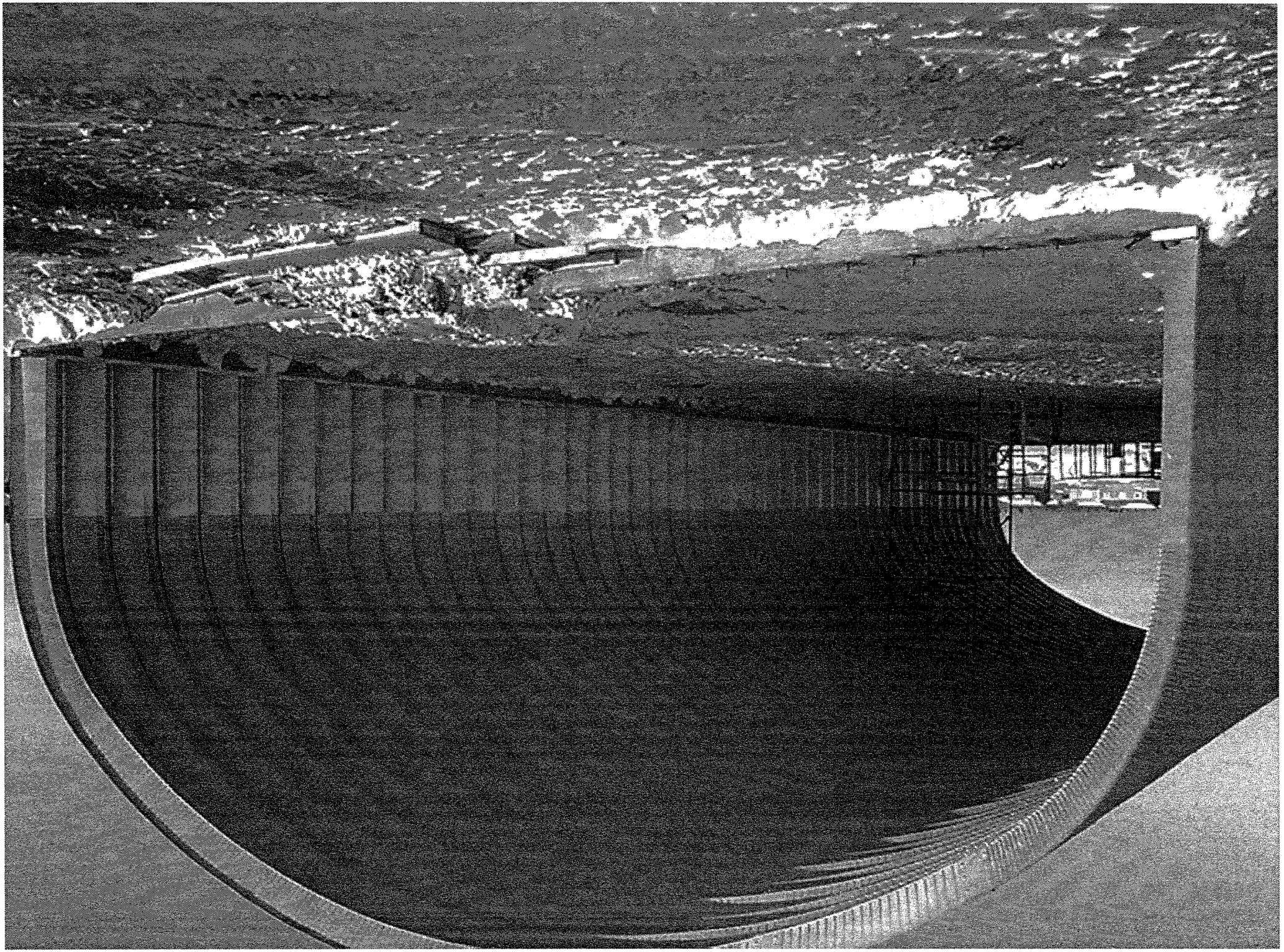
Whether delivery is made at the Seller's place of business or accepted at the place established for delivery, such delivery shall be made or accepted within 14 days of such notification. If any goods purchased hereunder remain unclaimed by the Buyer after the expiration of such 14 day period, the Buyer shall pay the Seller as storage charges an amount equal to 2% of the total purchase price hereunder, per month, to be billed and paid monthly. If the Buyer fails to accept delivery of the goods within two months from the expiration of the 14 day period, the Seller may at its option, and without notice, treat this agreement as being materially breached in which event the Seller shall have all remedies provided by law for breach of contract.

Any dispute about quality, condition or workmanship of the materials or otherwise in connection with the terms of this Agreement, shall not entitle the Buyer to reject the materials. In the case of any dispute the Buyer shall take delivery of the materials, pay for the shipment as per the terms of the agreement, and make a claim under the Supplier's warranty.

The Seller deserves the right to divide this order into separate shipments and invoice such shipments separately, in which case each shipment shall be deemed a separate contract and payment therefore due in accordance with the terms hereof. If because of Buyer, any shipment must be diverted or returned to Seller, Buyer shall pay all demurrage, transportation and other costs, incurred as a result thereof. No failure of Seller to exercise any right incurring from any default of Buyer shall impair Seller's rights in case of any subsequent default of Buyer. All rights of Seller hereunder shall be cumulative.

DESIGN CONDITIONS: Unless otherwise stated herein, your building will not be designed for more than 1 psf collateral load, nor any extra roof snow load from nearby taller structures, nor extra wind pressure due to partially enclosed condition. Your building foundation and anchorage must comply with the engineering drawing. If you wish for or need your building to support addition loads or are making any changes to our foundation or anchorage design, you must review them with us, as they may trigger the need for building reinforcement.

Reginald Donald Compton Fire Department
201 South Acacia Avenue
Compton California 90220



Quote #2

GENERAL STEEL CORPORATION - WHOLESALE STEEL BUILDING QUOTE

GENERAL STEEL BUILDINGS

"If you need space, you need the General"

BBB ACCREDITED BUSINESS A+ RATING

Quote Date: 3/8/2024 16:11

Quote Expires: *Call for Details*

SOLD TO:			
CUSTOMER INFORMATION			
Name:	REGINALD		
Company:			
Phone:	XXXXXXXXXX	Fax:	XXXXXXXXXXXXX
Cell:	(323) 791-7679	Email:	reginald.donald@yahoo.com

SHIP TO:			
SHIPPING INFORMATION			
Address:			
City:	COMPTON		
County:	COMPTON	State:	CA
Zip:	90220	Country:	United States

BUILDING INFORMATION:			
Width:	50	Length:	65
Height:	20	Roof Pitch:	1 :12

BUILDING CODES:			
Code:	CA 22	Exposure:	C
Wind:	120	Snow:	0

QTY	ITEMS & FEATURES	PRICE
X	Engineered w/ Solid I-Beam Construction for Optimum Strength	INCL
X	A-325 and A-307 High Strength ASTM Bolts	INCL
X	Die Cast Pre-Formed Ridge Caps	INCL
X	Self Drilling and Self Tapping Screws	INCL
X	Submerged Arc Welded Frames for More Secure Welds	INCL
X	Oversize Fasteners w/ Pre-Assembled Neoprene Washers for added Weather Tightness	INCL
X	Long Overlap on Girts and Purlins for added Weather Tightness	INCL
X	All Primary & Secondary Framing, Siding, Roofing, & Hardware	INCL
X	Engineering Certification	INCL
X	50 YEAR STRUCTURAL WARRANTY	INCL
X	AISC Certification Insuring 1/16 Accuracy of Pre-Cuts, Pre-Welds, and Pre-Punches	INCL
X	40 year Warranty on Sheeting Coating	INCL
X	26gauge Roof Sheeting - 80,000psi High Tensile Strength	INCL
X	26 gauge Wall Sheeting - 80,000psi High Tensile Strength	INCL
X	clear span	INCL
X	Sculpted Trim Package Upgrade	INCL
X	Anchor Bolt Setting Plans	INCL
X	Full Erection Drawings	INCL
X	3 sets of Engineer Stamped & Sealed Engineered Drawings	INCL
X	Weather-Stripping Including Mastic Sealant on Roof for Superior Weather-Tightness	INCL
X	All Necessary Hardware to Erect Building (Anchor Bolts By Others)	INCL
X	FREE Dedicated Project Coordinator for Project Assistance	INCL
X	Quality Building Designed in Accordance with MBMA (Metal Building Manufacturers Association)	INCL
2	14X14 FRAMED OPENINGS	INCL
1	HEAVY DUTY WALK DOOR WITH FRAMED OPENINGS	INCL
X		INCL
X		INCL
X		INCL
2		INCL

NOTES:

Building Price	$ 66,997.00
Private Freight	N/A
Consolidated Freight INCLUDED	INCLUDED
C.P.U Customer Pick Up	N/A
Tax When Applicable May Be Added	TBD
Total Price	$ 66,997.00
Deposit	$ 13,000.00
Balance Due Upon Delivery	$ 53,997.00

JUST ONE IS RIGHT
50 YEAR WARRANTY

General Steel Corporation | 10639 Bradford Road | Littleton, CO | PH: 1-800-406-5126 | FAX: 303-904-4866 | Read Our Reviews

Representative: _____ **Phone:** _____ **Ext:** _____ **Email:** _____

*Unless expressly provided above, the price agreed herein is for one main structure only, roof, and sheeted sidewalls, and specifically excludes any accessory items including but not limited to: doors, windows, insulation, erection, framed openings, foundation designs, engineered calculations, building and size modifications, or any other service.

Quote # 3

LION BUILDINGS
101 S. Elm St Suite 64
Greensboro, North Carolina 27401
support@lionbuildings.com
(888) 237-2991

SALES - LUIS TELLEZ
101 S. Elm St Suite 64
Greensboro, North Carolina 27401
lion10@lionbuildings.com

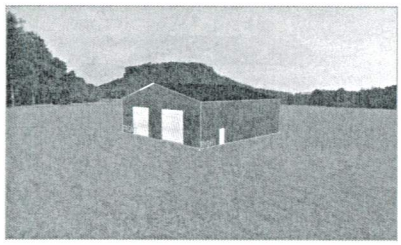
CUSTOMER - REGINALD DONALD

Billing Address
Compton, Los Angeles, California 90220

Shipping Address
Compton, Los Angeles, California 90220
reginald.donald@yahoo.com
(323) 791-7679

EARLING SPRING SALE !! - 60 X 60 X 18

- Roof Color: **Earth Brown**
- Trim Color: **White**
- Sides/Ends Color: **Quaker Gray**
- Wainscot Color: **NA**



BUILDING SPECIFICATION

- [ ] Ready for Installation?
- [x] Permit Required?
- [ ] Electricity Available?
- [ ] Jobsite Level?
- [ ] Inside City Limit?

Installation Surface? **Concrete**

Building Dimension: **60'W x60'L x18'H**

Roof Style: **A-Frame Vertical**

Gauge: **14 Gauge**

Wind/Snow Rating: **105 MPH + 30 PSF Certified**

Distance on Center: **5 Feet**

SPECIFICATION	QTY
60X60' A-Frame Vertical Roof	1
18' Height (Zigzag Legs Baserail)	1
105 MPH + 30 PSF Certified	1
3/12' Roof Pitch	1
Front Wall Closed Vertical	1
Back Wall Closed Vertical	1
Left Closed Vertical	1
Right Closed Vertical	1
14x14 ft Garage Door (Commercial) on Front Wall (Chain Hoist)	1
14x14 ft Garage Door (Commercial) on Front Wall (Chain Hoist)	1
36x80 inch Walk-in Door (Man Door) on Right Wall	1
Manufacturer Discount	1
Permit Required : Yes	

NOTE

"On all Galvanized Buildings we need 20% to process the order,30% before the building leaves the manufacturing plant, and the remaining 50% balance MUST BE PAID upon INSTALLATION. Our lead time is 4/6 weeks (Weather permitting). Color of your choice. The customer must provide a Telescopic Lift 7k for installation. We can provide Generic Structural Design Drawings for FREE as soon as down payment is made, we can also provide Site-Specific (for your State) Sealed Drawings for an extra charge, we can also refer to a company for the concrete slab which can help you with a concrete quote and concrete drawings and permits if necessary, we can provide you with all necessary documentation and the information for any permit related to t...

SUB TOTAL	**$68,293.25**
Sales Tax (10.25%)	**$7,000.06**
Additional Charges	**$0.00**
GRAND TOTAL	**$75,293.31**
PAY NOW Downpayment	**$13,658.65**
BALANCE DUE	**$61,634.66**

April 2, 2024

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

FROM: **BRYAN K. SPRAGG, DIRECTOR OF RECREATION**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE RECREATION DEPARTMENT 2023-2024 ANNUAL BUDGET TO ACCEPT AND APPROPRIATE A GRANT FROM THE LOS ANGELES DODGERS FOUNDATION IN THE AMOUNT OF $37,800, ALLOCATING FUNDS FOR THE DODGER DREAMTEAM PROGRAM, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HAROLD JOHNSON AS THE DREAMTEAM COORDINATOR AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $27,000.**

SUMMARY

This Resolution will amend the Recreation Department 2023-24 Fiscal Year annual budget, accept the grant from the Los Angeles Dodgers Foundation in the amount of Thirty-Seven Thousand, Eight Hundred and Zero Cents ($37,800.00), allocate funds for the Dodger Dreamteam Program, including authorize an agreement for Harold Johnson as the Dodger Dreamteam Coordinator.

BACKGROUND

On November 8th, 2023, the Recreation Department (‘Department”) applied for and was awarded grant funding in the amount of $37,800, as well as other in-kind contributions, from the Los Angeles Dodgers Foundation (LADF) through the Dodgers Dreamteam Program. The grant funding will assist the Recreation Department in purchasing field preparation items, providing an allowance for a Dodger Dreamteam Coordinator, and umpire fees to support this year's Dodgers Dreamteam Baseball League. This resolution authorizes the City Manager to enter into a letter of agreement with the Los Angeles Dodgers Foundation (LADF) to accept and appropriate grant funding.

The Dodgers Dreamteam Program is a baseball and softball youth development program funded by the Los Angeles Dodgers Foundation (LADF). The program aims to increase participation in youth baseball while bringing awareness to education, literacy, health, wellness and recreational resources in the Community. The City’s Recreation Department is preparing to serve up to four hundred and eighty (480) Compton youth ages 5 through 18 during the 2024 Spring and Summer Baseball Seasons.

As an affiliate partner and grantee, the City of Compton Recreation Department will continue to facilitate the day to day operations of the Dodger Dreamteam Baseball League and will receive the following:

- Uniforms for every player to include home and away jersey, pants, socks, hats/visors, and practice t-shirts
- Equipment kits for every team to include gloves, bats, tees, catcher's gear, baseballs, and softball
- Branded polo shirts for every coach
- Live workshops and skills training for all coaches
- Dodgers Dreamteam Coordinator Position
- Grants to offset umpire and field maintenance costs
- Marketing and recruitment support to include fliers and banners
- LADF staff support
- Access to education and health resources for youth and families, college tours, eye screenings/exams/glasses, financial literacy seminars, and fitness clinics
- Work with LADF to complete SEL surveys for program participants using Hello Insight pre- and post-surveys.
- Create a Parent Advisory Team (PAT) within your agency. This is a volunteer parent involvement group to support parent engagement.
- Promote and recruit participants for ongoing programs that LADF offers.
- Be accountable to providing data and information to LADF to support the implementation and growth of the program at City of Compton.

The Grant requires the City to hire a Dodger Dreamteam Coordinator who will assist in overseeing program logistics. Subsequently, the Grants Division conducted an RFP to select an individual to serve as the Dodgers Dreamteam Coordinator. As a result of this procurement process, the City selected Mr. Harold Johnson. as the Dodgers Dreamteam Coordinator. Due to Mr. Johnson's level of service, the City of Compton has decided to renew the agreement with Mr. Johnson.

1) Mr. Harold Johnson's compensation will be $25 per hour.
2) Total compensation is not to exceed $27,000 per the agreement from the Los Angeles Dodgers Foundation.

Mr. Harold Johnson served the City well through the Compton Little League Baseball team over the past thirty years. He was president of the league during the 90's and Vice President from 2000 until present. He volunteered for Parks and Recreation Department as a Coach for several years through the City's Parks and Recreation Department and coached championship teams in 2017 and 2018. He briefly worked with the Dodgers Urban Youth Academy at Compton College and has received accolades from Dodger Foundation staff members. Overall, Mr. Johnson has demonstrated his capacity through the RFP process as well as his volunteer efforts in

the City.

As a contracted partner to the City of Compton, the Dreamteam Coordinator will assist in delivering a high-quality program for youth to enjoy. The Dodgers Dreamteam Coordinator role is designed to work in partnership with the Los Angeles Dodgers Foundation, the local community, and the City of Compton staff to effectively deliver the Dodgers Dreamteam program. The Coordinator can be paid up to $27,000 to administer the following scope of work.

Scope of Work

- Recruit players/participants for the Dodgers Dreamteam program, resulting in full rosters for the City of Compton
- Recruit and assign coaches for all of the Dodgers Dreamteam programs at our site(s).
- Set goals and establish plans to continue to grow participation in the Dodgers Dreamteam program with a specific focus on girls, teens and all minority youth.
- Manage and coordinate Field Champions to maximize participation and engagement in the community. Field Champions are assigned to you by LADF through a partnership with Up2Us Sports.
- Serve as a liaison in your community to engage kids and families in the Dodgers Dreamteam program and educate them about what the program has to offer.
- Communicate directly with parents and families to help them understand the logistics of the program operations. This includes ongoing and frequent communications with parents.
- Serve as the primary point of contact for LADF staff with City of Compton. LADF staff will work with the Dodgers Dreamteam Coordinator to provide resources to support the implementation of the program, including equipment and uniforms.
- Manage all scheduling associated with the Dodgers Dreamteam program.
- Attend games and practices and be the visible point of contact for staff, coaches, volunteers and participants in the program.
- Schedule and secure umpires for all Dodgers Dreamteam program games.
- Maintain the use of LeagueApps for City of Compton ensuring that player and coach registrations are up-to-date, and all rosters are created and regularly maintained throughout the season.

The Recreation Department will oversee the Coordinator, record hours worked, ensure the aforementioned scope of work is conducted, and determine authorized hours of work. This partnership will ensure that the City provides excellent recreation programming to the residents of Compton.

STATEMENT OF ISSUE

City Management is recommending that Council accept and appropriate grant funds from the Los Angeles Dodgers Foundation for the City of Compton's Dreamteam Youth Baseball League. The Recreation Department is also requesting that Council authorize City Management to enter into an agreement with Mr. Harold Johnson. The Coordinator can be paid up to Twenty-Seven Thousand Dollars ($27,000) based on hours worked according to the scope of work listed above. Additionally, Ten Thousand Eight Hundred Dollars ($10,800) is set aside for items necessary to operate the program such as field equipment and umpire fees.

FISCAL IMPACT

The adoption of this Resolution will amend the Recreation Department's Fiscal Year 2023-2024 annual budget to increase revenue and appropriate expenditures as follows:

Increase Revenue

Account Number	Description	Amount
2685-840-002-3581	Private Agency Grant	$37,800

Increase Expenditures

Account Number	Description	Amount
2685-840-002-4266	Other Contract Services	$27,000
2685-840-002-4238	Special Projects	$10,800

That the City Manager is authorized to enter into an agreement and issue a Purchase Order to Harold Johnson for an amount not to exceed $27,000.00 from account number 2685-840-000-4266.

RECOMMENDATION

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

WILLIE A. HOPKINS JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE RECREATION DEPARTMENT 2023-2024 ANNUAL BUDGET TO ACCEPT AND APPROPRIATE A GRANT FROM THE LOS ANGELES DODGERS FOUNDATION IN THE AMOUNT OF $37,800, ALLOCATING FUNDS FOR THE DODGER DREAMTEAM PROGRAM, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HAROLD JOHNSON AS THE DREAMTEAM COORDINATOR AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $27,000.

WHEREAS, on November 8, 2023, the City applied for and was awarded grant funding in the amount of $37,800, as well as other in-kind contributions, from the Los Angeles Dodgers Foundation (LADF) through their Dodgers Dreamteam (Formerly Dodgers RBI) Program; and

WHEREAS, the grant funding will assist the Recreation Department in purchasing field preparation items, provide an allowance for the Dodgers Dreamteam Coordinator wages, and umpire fees in support of this year's Dodgers Dreamteam Baseball League; and

WHEREAS, the award of this grant will allow the Department to serve up to four hundred eighty (480) Compton youth ages 5 through 18 years during the 2024 Spring and Summer Baseball Season; and

WHEREAS, the Dodgers Dreamteam Program is a baseball and softball youth development program of the Los Angeles Dodgers Foundation (LADF). It aims to increase participation in youth baseball while bringing awareness to education, literacy, health, wellness and recreational resources in the Community; and

WHEREAS, the Department desires to accept and appropriate a Grant from the Los Angeles Dodgers Foundation in the amount of $37,800 for the purpose of administering the City of Compton's Dodgers Dreamteam Youth Baseball League; and

WHEREAS, the Grant requires that the City select a Dreamteam Coordinator to assist with oversight of the program; and

WHEREAS, The Grant requires the City to hire a Dodger Dreamteam Coordinator who will assist in overseeing program logistics. Subsequently, the Grants Division conducted an RFP to select an individual to serve as the Dodgers Dreamteam Coordinator. As a result of this procurement process, the City selected Mr. Harold Johnson, in 2022, as the Dodgers Dreamteam Coordinator. Due to Mr. Johnson's level of service, the City of Compton has decided to renew the agreement with Mr. Johnson.; and

WHEREAS, the Department desires to enter into an Agreement with Mr. Harold Johnson, who was selected as the Dreamteam Coordinator, to assist with program administration, coordination, and logistics associated to the Compton's Dodgers Dreamteam Youth Baseball League; and

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

Section 1. That Recreation Department's Fiscal Year 2023-24 Budget is amended to hereby accept the Los Angeles Dodgers Foundation Grant in the amount of Thirty-Seven Thousand, Eight Hundred dollars ($37,800) and enter into an agreement as part of their Dreamteam program.

Section 2. That the City Manager, upon the advice and approval of the City Attorney, is hereby authorized to enter into an Agreement with Mr. Harold Johnson to assist with the administration of the Dodgers Dreamteam program.

Section 3. That the Recreation Department's 2023-2024 Fiscal Year annual budget is amended to increase revenue and appropriate expenditures as follows:

Increase Revenue

Account Number	Description	Amount
2685-840-002-3581	Private Agency Grant	$37,800

Increase Expenditures

Account Number	Description	Amount
2685-840-002-4266	Other Contract Services	$27,000
2685-840-002-4238	Special Department Expense	$10,800

Section 4. That the City Manager is authorized to issue a purchase order to Harold Johnson in the amount of $27,800 for services as the Dodgers Dreamteam Coordinator from account 2685-840-002-4266.

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

Section 6. 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 of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____day of _____, 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

March 4, 2024

Triphenia Simmons
Assistant City Manager
City of Compton Recreation Department
205 South Willowbrook Ave
Compton, CA 90220

RE: Support for 2024 Dodgers Dreamteam Program with the City of Compton Department of Parks and Recreation

Dear Ms. Simmons,

It is my pleasure to inform you that The Los Angeles Dodgers Foundation, a California nonprofit public benefit corporation (the "Foundation" or "LADF"), has approved a grant to support the Dodgers Dreamteam program (the "Program") with the City of Compton Department of Parks and Recreation, a government entity (the "Grantee") in the amount of thirty-seven thousand and eight hundred dollars (**$37,800**) (the "Grant"). This Grant will offset field maintenance and umpire fees (**$10,800**) along with providing funding for a Dodgers Dreamteam Coordinator **($27,000).** This Grant is to support 480 youth players at 1 location for the Grantee's program referred to as the 2024 Dodgers Dreamteam program (See Addendum 1 for approved number of players and locations). In addition to the Grant funds, Grantee will receive the in-kind contribution of uniforms, equipment, recruitment and marketing flyers, banners for each location, educational and health resources and services, coach mentors (Field Champions), coaches training, player development clinics, incentives/giveaways, and complimentary use of LeagueApps, the online registration system and access to special events throughout the season. Grantee can charge no more than fifteen dollars ($15) per player.

This Grant is contingent upon the Grantee complying with the Dodgers Dreamteam Program Requirements (Addendum 2).

NOTE: Organizations will receive 60% of the program grant based on the Official Program Start Date along with the full amount for the Dodgers Dreamteam Coordinator (contingent upon when LADF is notified that this person is hired). For example, if your program begins in May, organizations should expect to receive the 60% grant portion and funds for the Dodgers Dreamteam Coordinator in May.

Dodgers Dreamteam Grantee Start Date	60% Disbursement Period
March 2024	March 2024
April 2024	April 2024
May 2024	May 2024
June 2024	June 2024

If the program has multiple locations with different start dates, the latest start date will be used for payment schedule.

To receive the remaining 40% of the grant funds, the following must be completed by Grantee:

a. Ensure registrations for players and coaches are input into LeagueApps. This must be completed prior to any practice or game.
b. Complete team rosters on LeagueApps prior to any practice or game. Each team roster should include the youth participants and coaches.
c. Provide complete schedules for the season prior to the first day of games. Grantee is highly encouraged to use the LeagueApps platform.
d. Ensure that all excess uniform sets and coach polos are returned to LADF within 15 days of the Grantee's last game.
e. Complete an equipment inventory sheet within 15 days of the league's last games.
f. To receive 100% of the grant amount, partners must reach at least 90% of approved preseason player projections. For any variance greater than 10%, the grant will be reduced by the equivalent amount. Please note this reduction will not include the Dodgers Dreamteam Coordinator funds. For example, if Grantee projects 1,000 players and only 850 players are registered on LeagueApps, the **TOTAL** grant amount will be reduced by 15% and deducted from the 40% grant payment. If projections are increased after approval by LADF, the new number will be used to determine final season grant calculations.

The Grantee is required to attend the Dodgers Dreamteam Partners Meeting at Dodger Stadium on February 07, 2024 and a partners recap meeting after the end of the season.

This letter is a legally binding agreement (the "Grant Agreement"). This Grant Agreement will become effective upon the Foundation's receipt of the Grant Agreement signed by an authorized representative of the Grantee. Please keep a copy of this Grant Agreement for your files.

Please read the terms and conditions of this Grant Agreement very carefully. The Foundation may withhold payment to the Grantee if the Grantee fails to meet the terms and conditions of the Grant Agreement.

TERMS AND CONDITIONS

1. **Grant Funds.** The Grantee will use the Grant funds (the amount of which is determined as described above) solely for the Grantee's program purposes of the Dodgers Dreamteam Coordinator, and to offset field maintenance, and umpire fees for the 2024 Dodgers Dreamteam program which brings baseball and softball programs to youth in underserved communities (the "Project"). The Grant shall be made on the schedule as described above.

2. **In-Kind Contributions.** The Foundation will also provide certain in-kind contributions of uniforms, equipment, recruitment and marketing flyers, banners for each location, educational and health resources and services, coach mentors (Field Champions), coaches training, player development clinics, incentives/giveaways, complimentary use of LeagueApps, the online registration system and access to special events throughout the 2024 season, as described herein or as agreed to by the Foundation ("In-Kind Contributions").

3. **Project.** As an inducement to the Foundation to make the Grant, the Grantee has previously submitted a written application (the "Application") to the Foundation, which Application includes a description of the Project. The Grantee acknowledges that the Grant is expressly made in reliance on the Application and a review of financial information and a final budget submitted by the Grantee. A copy of the Application and all amendments thereto are attached as Addendum 3. Accordingly, the Grantee shall notify the Foundation immediately, in writing, of any material change in the facts set forth in the Application or in any other information or document submitted to the Foundation.

4. **Use of the Grant Funds and In-Kind Contributions.** All Grant funds and the In-Kind Contributions shall be used solely to support the Project. Notwithstanding any other provision of this Grant Agreement, the Grant shall be used only for charitable or educational purposes qualifying under Internal Revenue Code ("IRC") Section 170(c)(2)(B), and neither the Grant funds nor the income therefrom may be used for purposes other than those so described.

5. **Promises of Grantee.** The Grantee promises to the Foundation that it will:
    a. Comply with the Dodgers Dreamteam Program Requirements (Addendum 2).

    b. Not use any portion of the Grant funds or the In-Kind Contributions in a manner inconsistent with IRC Section 501(c)(3), including, without limitation:

        i. Influencing the outcome of any specific election for candidates to public office, or

        ii. Inducing or encouraging violations of law or public policy or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with IRC Section 501(c)(3); and

    c. Not discriminate on the basis of race, color, national origin, age, sex, sexual orientation, marital status, creed, religion, citizenship, ancestry or political affiliation in the performance of this Grant Agreement, the expenditure of the Grant and the undertaking of the Project.

6. **Use of LeagueApps by Grantee.** LADF will provide an online registration tool called LeagueApps that is mandatory for all Grantees to use. Grantee acknowledges and agrees that:

a. All Dodgers Dreamteam players and coaches MUST be registered on LeagueApps, including, without limitation, obtaining the Foundation's waiver and release of liability as provided in Addendum 4, prior to any practice or game.
b. All Dodgers Dreamteam players must be organized onto teams with each team having a minimum of one registered coach.
c. All Grantees must attend a mandatory LeagueApps training that will be scheduled by LADF.
d. If the Grantee has a separate or additional waiver to which participants, parents and coaches must agree, it must be provided to LADF.
e. Grantee must set a registration opening and closing date prior to the start of registration.
f. Grantee must confirm "age as of" dates for all divisions if different from standard requirements before registration opens (Standard "age as of" date is first day of games).
g. Grantee must finalize numbers within two weeks of the program ending and keep all wait list registrations.
h. Grantee must not allow staff to use work email addresses to register youth. All families must have their own email address when registering.

7. **Status of Grantee.** The Grantee is not an agent, consultant or contractor of the Foundation and, as an entirely independent and separate organization, is solely responsible for its actions, errors and omissions.

8. **Reporting.** Upon request by the Foundation, the Grantee will submit to the Foundation a written report for any period of the Grantee during which the Grantee receives, holds, or spends any of the Grant funds. In such report, the Grantee will specify, at a minimum, the use of the Grant funds and the impact of the Grant funds such as the number of children directly served as a result of the Grant funds. The Grantee will submit the report to the Foundation within thirty (30) days after the last date of games. The required grant report template will be provided by Grantee during the midseason interview. Once the Foundation makes the request for such report, any future payment under this Grant Agreement or otherwise from the Foundation will be contingent upon the Grantee's provision of the report to the Foundation. The Foundation will provide the Grantee with the Dodgers Dreamteam Grantee Report Guidelines prior to end of season.

9. **Recordkeeping.** The Grantee will keep adequate records to substantiate the charitable purposes of its expenditures from the Grant funds and the In-Kind Contributions. The Grantee will make its books and records pertaining to the Grant Funds available to the Foundation at reasonable times for review and audit, and will comply with all reasonable requests of the Foundation for information and interviews regarding the use of the Grant funds and In-Kind Contributions. The Grantee will keep copies of all books and records related to the Grant Funds and all reports to the Foundation for at least 4 years after the Grantee has expended the last of the Grant funds.

10. **Insurance.** The Grantee represents and warrants that (a) it is, and will continue to be, adequately insured against all risks, including such risks as would be covered by fire and property damage, worker's compensation, automobile and comprehensive general liability insurance, with respect to the conduct of the Project and all other programs and activities of the Grantee, and (b) the premises and facilities of third parties where the Grantee

conducts and will conduct its programs and activities also are and will be so adequately insured. Within thirty (15) days from the execution of this Grant Agreement, the Grantee shall (i) furnish the Foundation proof of its self-insurance or (ii) shall name the Foundation as an additional insured on the Grantee's policy and furnish the Foundation the policy or policies of insurance or a certificate of insurance, or other written evidence satisfactory to the Foundation, evidencing the insurance carried by or otherwise benefiting the Grantee.

11. **Return of Grant Funds to the Foundation, Early Termination of Agreement and Cancellation of Unpaid Grant Installment Payments.**
    a. The Grantee agrees to return to the Foundation any Grant funds and any income earned thereon, including proceeds from the sale or exchange of an asset purchased, constructed or developed with Grant funds, not specifically committed and/or actually expended in accordance with the Application and this Grant Agreement. Return of such funds shall occur reasonably promptly upon the written request of the Foundation.
    b. The Foundation shall have the right to terminate this Grant Agreement with cause. Upon termination of this Grant Agreement by the Foundation, the Foundation shall be relieved from making any further payments to the Grantee in regard to the Grant.
    c. In the event the termination is pursuant to a reasonable determination by the Foundation that:
        i. The Grantee has misrepresented any material fact or supplied false or misleading material information to the Foundation in the Application or otherwise in regard to this Grant Agreement or the Grant;
        ii. The Grantee has diverted any Grant funds or In-Kind Contributions to a purpose other than that permitted hereunder;
        iii. The Grantee has failed to maintain or provide any material records or reports required to be maintained or provided hereunder;
        iv. The Grantee has terminated, abandoned, cancelled or substantially altered, or is likely to terminate, abandon, cancel or substantially alter, the Project;
        v. The Grantee has failed, in the judgment of the Foundation, to satisfy any one of the Grant conditions set forth in this Grant Agreement, breaches any of the other terms of this Grant Agreement or fails to fulfill any purpose of the Grant, including, but not limited to, the Grantee becoming insolvent or for any other reason being unable to meet its financial obligations as they become due, other than those financial obligations for which the Grant is made; or
        vi. Any of Grantee's key personnel have undergone a material change in job description, level of authority or employment status during the Grant term and such change is likely to cause Grantee to terminate, abandon, cancel or substantially alter the Project, then the Foundation may make written demand that the Grantee refund any or all payments of the Grant previously made or return any unused In-Kind Contributions. The foregoing remedies of the Foundation are in addition to any other remedies provided by law, and all such remedies shall be cumulative and not exclusive.
12. **Funds Not Earmarked for Lobbying; Grantee Discretion.** The Foundation is making this Grant to Grantee to support the charitable and educational purposes of the Project as described in Section 1 of this Grant Agreement, and the Grantee will apply the Grant Funds toward such purposes. This Grant is not earmarked for influencing legislation within the

meaning of IRC Section 501(c)(3), and there has been no agreement, written or oral, to that effect between the Foundation and the Grantee.

13. **No Pledge.** Neither this Grant Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, will be interpreted to create any pledge or any commitment by the Foundation or by any related person or entity to make any other grant or contribution to the Grantee or any other entity for the Project or any other project. The Grant contemplated by this Grant Agreement will be a separate and independent transaction from any other transaction between the Foundation and the Grantee or any other entity.

14. **Terrorist Activity.** The Grantee warrants that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind.

15. **Indemnification: No Liability.** The Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation and its officers, directors, employees, affiliates and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with (a) the performance of this Agreement by the Grantee, (b) the planning, acquiring, constructing, equipping, arranging, implementing, sponsoring, conducting of the Program by the Grantee, (c) the use of the Grant funds and In-Kind Contributions by the Grantee, or (d) any other program or activity by the Grantee. IN NO CASE SHALL THE FOUNDATION BE LIABLE TO THE GRANTEE OR ANY THIRD PARTY FOR CONSEQUENTIAL DAMAGES. The Foundation shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee. It is expressly understood by the parties that no director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Grant Agreement or any subsequent agreement between the parties regarding the subject matter hereof. The parties agree that the liability of the Foundation hereunder shall be limited to the payment of the Grant pursuant to the terms and conditions of this Grant Agreement. Any contracts entered into or other obligations or liabilities incurred by the Grantee in connection with the Project or otherwise relating to this Grant Agreement shall be the sole responsibility of the Grantee, and the Foundation shall have no obligation or liability whatsoever thereunder or with respect thereto.

    If requested by the Foundation, the Grantee covenants that all contracts to which it shall become a party in regard to the Project and/or the Grant shall include the following clause:

    > "It is expressly agreed and understood that neither The Los Angeles Dodgers Foundation (the "Foundation") nor any director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement, and that the foregoing provisions concerning financial responsibility or liability shall be expressly included in and made a part of any and all agreements between the parties subsequent to this Agreement."

16. **Public Acknowledgement.** In recognition of the Grant, the Project shall be referred to as the Dodgers Dreamteam Program for the 2024 season. Grantee must obtain prior written authorization from the Foundation, which the Foundation may give or withhold in its sole discretion, for any public acknowledgement of the grant(s) from the Foundation contemplated herein. Grantee may recognize other sponsors of the Program in proportion to their relative contributions to the sponsorship of the Program. In its sole discretion, the Foundation may describe its support of the Program in the Foundation's own printed or oral announcements and website.

17. **Miscellaneous.**

    a. **No Agency.** The Grantee is solely responsible for all activities supported by the Grant funds, the content of any product created with the Grant funds, and the manner in which such products may be disseminated. This Grant Agreement will not create any agency relationship, partnership, or joint venture between the parties, and the Grantee will make no such representation to anyone.

    b. **Further Acknowledgements of the Grantee.** The Grantee acknowledges that it understands its obligations imposed by this Grant Agreement, including, but not limited to, those obligations imposed by reference to the IRC. The Grantee agrees that if the Grantee has any doubts about its obligations under this Grant Agreement, including those incorporated by reference to the IRC, the Grantee will promptly contact The Foundation or the Grantee's legal counsel.

    c. **Waivers.** The failure of the Foundation to exercise any of its rights under this Grant Agreement will not be deemed to be a waiver of such rights.

    d. **Remedies.** If the Foundation determines, in its sole discretion, that the Grantee has substantially violated or failed to carry out any provision of this Grant Agreement, including but not limited to failure to submit reports when due, the Foundation may, in addition to any other legal remedies it may have, refuse to make any further Grant payments to the Grantee under this Grant Agreement or any other grant agreement, and the Foundation may demand the return of all or part of the unexpended Grant funds, which the Grantee will immediately repay to the Foundation. The Foundation may also avail itself of any other remedies available by law.

    e. **Captions.** All captions and headings in this Grant Agreement are for the purposes of reference and convenience only. They will not limit or expand the provisions of this Grant Agreement.

    f. **Entire Agreement.** This Grant Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Grant Agreement may not be amended or modified, except in a writing signed by both parties.

    g. **Dispute Resolution**. Any controversy or claim arising out of or relating to this Grant Agreement, or the breach thereof, will be settled by arbitration before an experienced arbitrator licensed to practice law in California in accordance with the Commercial

Arbitration Rules of the American Arbitration Association (the "Association") in Los Angeles, California. The arbitration decision will be final and binding upon the parties and may be entered as a judgment in any court of competent jurisdiction.

h. **Governing Law.** This Grant Agreement has been executed and delivered in and will be governed by and construed in accordance with the substantive laws of the State of California.

i. **Incorporation of Addendums.** The Addendums attached hereto are incorporated herein by reference and made a part of this Grant Agreement as if fully set forth herein.

j. **Use of Marks.** Notwithstanding any provision herein, no party shall use any other party's trademarks, tradenames, and/or logos (each, a "Mark") without the prior written approval from such other party, which approval may be granted or denied by the other party in its sole discretion. Each Mark shall remain the sole and exclusive intellectual property of the pertinent party.

k. **Survival.** Sections 8, 9, 11, 15, 16, 17(a), 17(d) 17(g), 17(h) and 17(j) of this Grant Agreement shall survive the completion, or termination if sooner, of this Grant Agreement.

Please direct all future communications concerning this Grant to Micheal McElveen, Program Director, mikem@dodgersfoundation.org. On behalf of the Foundation's Board of Directors and staff, let me express how delighted we are to support your organization. We wish you every success.

Sincerely,

Nichol Whiteman
CHIEF EXECUTIVE OFFICER
THE LOS ANGELES DODGERS FOUNDATION

Nicholas Sandler
PRESIDENT
THE LOS ANGELES DODGERS FOUNDATION

Accepted on behalf of City of Compton Department of Parks and Recreation by:

_____ Date: _____
BY: TRIPHENIA SIMMONS
ITS: Assistant City Manager

Federal Tax I.D. No.: 95-6000696

APPROVED AS TO FORM:
[NAME]
[TITLE]

By:_____

ADDENDUM 1

APPROVED NUMBER OF TEAMS AND LOCATIONS

Locations	T-Ball (5-6)	Coach Pitch (7-8)	Minor (9-10)	Major (11-12)	Junior Baseball (13-15)	Senior Baseball (16-18)	Minor Softball (9-10)	Major Softball (11-12)	Senior Softball (13-18)
Gonzales Park	6	4	4	4	2	4	2	2	4

Player Total	Team Total	Players Per Team
480	32	15

***ADDENDUM 2*:**

DODGERS DREAMTEAM PROGRAM REQUIREMENTS

2024 Dodgers Dreamteam Program Requirements

Outlined in this document are the Dodgers Dreamteam Program Requirements set forth by the Los Angeles Dodgers Foundation (LADF). All Affiliate Partners are referred to as Grantees and must comply with all requirements outlined in the document.

Dodgers Dreamteam Program Description and Goals

Dodgers Dreamteam is a comprehensive sports-based youth development program that uses the power of sport to provide critical resources and services to communities who are experiencing social injustices.

1. To provide an inclusive, barrier-free sports-based youth development program typically reserved for those with substantial financial resources and opportunities.
2. To deliver programs, services, and resources that address basic needs, education, and health.
3. To provide tools for parents and coaches to create a youth sports environment that fosters social and emotional learning opportunities.
4. To increase participation of underrepresented groups, specifically Black youth, girls, and teens.

I. Grant Eligibility

1. Program must fall within one or more of the Los Angeles Dodgers Foundation (LADF) Focus Areas.
    - Health Care – Sports Based Youth Development – Required
    - Education
    - Social Justice
    - Homelessness

2. Program Location(s) must fall within the expansion zone; all locations are subject to approval by LADF.

3. Request must come from an organization (no funding will be made to individuals).

4. Grants will be made only to organizations with open, non-restrictive membership that operate open to all regardless of race, creed, sex, sexual orientation, religious belief, or nationality. Nothing in the Guidelines shall prohibit a program from specifying an age, sex, or physical capacity classification, if it is reasonable under all the circumstances and is consistent with applicable law.

5. The organization must be certified as a tax-exempt entity (under Section 501(c)(3) of the U.S. Internal Revenue Code and is not a private foundation as defined in section 509(a) of that Code **OR** a government entity). The organization must be in good standing with the Internal Revenue Service (IRS), the California Franchise Tax Board and the California Secretary of State.

6. Requesting organization must provide a non-discrimination policy.

7. Applicant acknowledges that it has a written policy that addresses its commitment to keep children safe from sexual abuse by preventing, recognizing, and responding to situations both on and off the playing field that in any way compromises their safety.

8. Requesting organization must demonstrate a strong ability to implement quality programming with adequate scheduling, planning, communication, field maintenance, practices, and games.

9. Requesting organization must adhere to the LADF Safe Sport policy.

10. **Insurance:** Requesting organization to provide LADF proof of its self-insurance or shall name LADF as an additional insured on the policy and furnish LADF the policy

or policies of insurance or a certificate of insurance, or other written evidence satisfactory to LADF, evidencing the insurance carried by or otherwise benefiting the requesting organization. The policy or policies must be in effect throughout the duration of the program.

11. **Restricted Funds:** Grant funds are restricted to offset field maintenance, umpire costs, and a Dodgers Dreamteam Coordinator position. The Dodgers Dreamteam Coordinator position is a role that will implement the program. The hiring of this position must go through the Grantees hiring process with LADF reviewing the final selection round.

12. **Grant Report:** Grantee agrees to complete the grant report at the end of the program. The report must be sent to LADF within 30 days after the last day of games.

13. **Recap Meeting:** Grantee agrees to complete a recap meeting with LADF at the end of the grant term and after submitting the Dodgers Dreamteam grant report.

14. **Best Effort:** Grantee agrees to put forth its best effort to serve the amount of youth projected.
    - If, at any time, the Grantee anticipates challenges that will impact the projected amount of youth served, please contact LADF immediately. LADF recognizes that even some of the best executed plans experience challenges along the way and is committed to supporting grantees.

II. Grant Request Process

November 30, 2023 - Dodgers Dreamteam Affiliate Partner Application Due
December 1-15, 2023 - Dodgers Dreamteam Affiliate Partner Application Review Process (Site Visits and/or Meetings)
February 1, 2024- February 29,2024 - Notification Period
March 1-8, 2024 - Signed Agreement Returned to LADF with Required Documents

NOTE: 60% of the grant will be awarded based on the following schedule:

Affiliate Partner Dodgers Dreamteam Start Date	60% Disbursement Period
March 2024	March 2024
April 2024	April 2024
May 2024	May 2024
June 2024	June 2024

Organizations will receive 60% of the program grant based on the Official Program Start Date along with the full amount for the Dodgers Dreamteam Coordinator (contingent upon when LADF is notified that this person is hired). Example, if your program begins in May, organizations should expect to receive the 60% grant portion and funds for the Dodgers Dreamteam Coordinator in May.

To receive the remaining 40% of the program grant funds, the following must be completed:

- Ensure registrations for players and coaches are input into LeagueApps. This must be completed prior to any practice or game.
- Complete team rosters on LeagueApps prior to any practice or game. Each team roster should include players and coaches.
- Provide complete schedules for the season prior to the first day of games. Highly encouraged to use LeagueApps.
- Ensure that all excess uniform sets and coach polos are returned to LADF within 15 days of the league's last game.
- Complete an equipment inventory sheet within 15 days of the league's last game.
- To receive 100% of your program grant amount, partners must reach at least 90% of preseason player projections. For any variance greater than 10%, the grant will be reduced by the equivalent amount. Please note this reduction will not include the Dodgers Dreamteam Coordinator funds. For example, if you project 1,000 players and only 850 players are registered on LeagueApps, the **TOTAL** grant amount will be reduced by 15% and deducted from the 40% grant payment. If projections are increased after approval by LADF, the new number will be used to determine final season grant calculations.

Note – Grant funds will not be disbursed if in-person play is unable to take place due to LA County health regulations.

III. Grant Requirements

1. **Communication and Staffing:** Grantee must have one (1) Partnership Executive Contact, one (1) Partnership Manager, one (1) Dodgers Dreamteam Coordinator, and one (1) designated point of contact per each Dodgers Dreamteam location to serve as a liaison for LADF.
   - All staffing changes relevant to the program must be communicated to LADF staff immediately.
   - All staff members that are involved in the program must attend all required trainings.

2. **Online Registration:** LADF will provide an online registration tool called LeagueApps that is mandatory for all Grantees to use.
   - All Dodgers Dreamteam players and coaches MUST be registered on LeagueApps prior to any practice or game.
   - All Dodgers Dreamteam players must be organized onto teams with each team having a minimum of one registered coach.
   - All Grantees must attend a mandatory LeagueApps training that will be scheduled by LADF.
   - If the Grantee has a separate or additional waiver for participants, parents and coaches to agree to it must be provided to LADF.
   - Grantee must set a registration opening and closing date prior to the start of registration.
   - Grantee must confirm "age as of" dates for all divisions if different from standard

requirements before registration opens (Standard "age as of" date is first day of games).

- Grantee must finalize numbers within two weeks of the program ending and keep all wait list registrations.
- Grantee must not allow staff to use work email addresses to register youth. All families must have their own email address when registering.

3. **Divisions:** Grantee agrees to use Dodgers Dreamteam division names:
    - T-Ball (5-6)
    - Coach Pitch (7-8)
    - Minor Baseball (9-10)
    - Major Baseball (11-12)
    - Junior Baseball (13-15)
    - Senior Baseball (16-18)
    - Minor Softball (9-10)
    - Major Softball (11-12)
    - Junior Softball (9-12)
    - Senior Softball (13-18)

4. **Games and Practices:** The chart below describes the minimum number of weeks, games and practices required by LADF per team. Each team is required to facilitate at least **one** team practice and **one** team game per week. Each division must have a game schedule that has a **minimum of 3 teams**.

Divisions	**Weeks**	**Games**	**Practices**
T-Ball (5-6)	7	8	8
Coach Pitch (7-8)	7	10	10
Minor Baseball (9-10)	7	12	10
Major Baseball (11-12)	7	12	10
Junior Baseball (13-15)	7	12	10
Senior Baseball (16-18)	7	12	10
Minor Softball (9-10)	7	12	10
Major Softball (11-12)	7	12	10
Junior Softball (9-12)	7	12	10
Senior Softball (13-18)	7	12	10

5. **Team Selection:** It is highly recommended that there is a tryout or draft/selection process in place when selecting teams. LADF recommends that a coach cannot register a full team for the season.
    - If your league allows a coach to retain players from year to year you are allowed a 5-player max freeze.

- A participant's skill and experience should not be a factor when signing up and being selected on a team.

6. **Locations:** Grantee must only coordinate and implement the program at locations agreed upon by LADF.
    - Any adjustment of projected numbers or transferring of teams or resources across locations or divisions must be approved by LADF.

7. **Participation Recruitment:** Grantee is responsible for recruiting all players, coaches and participants of the program. This includes making sure all players, coaches and participants are registered on LeagueApps.

8. **Coaches:** Grantee must only allow coaches who have passed a background check, registered on LeagueApps, and have committed to attend a Dodgers Dreamteam Coaches Training to serve in any capacity in Dodgers Dreamteam.
    - Grantee must hire all coaches.
    - Grantee decides whether coaches are paid or unpaid.
    - Grantee must only allow coaches who passed a background check to participate in the program.
    - Grantee must monitor coaches to ensure player safety and ensure that coaches always conduct themselves appropriately.

9. **Volunteers:** Grantee must recruit and manage all volunteers.
    - Grantee must recruit all volunteers.
    - Grantee must only allow volunteers who passed a background check to participate in the program.
    - All volunteers must sign off on any Grantee agreements.

10. **Staff:** Grantee must hire a Dodgers Dreamteam Coordinator who will work to implement the program at Grantee locations.
    - Grantee must hire any Dodgers Dreamteam Coordinators.
    - Grantee must only allow staff who passed a background check to participate in the program.
    - Please review the full job description as part of Exhibit A.

11. **Umpires:** Grantee must ensure that all umpires are certified and have passed a background check.
    - It is the responsibility of the Grantee to hire and onboard all umpires and agencies.
    - Grantee must monitor umpires in the program and ensure that players are safe and that umpires conduct themselves in a professional manner.
    - LADF has the right to audit any umpiring organizations to ensure quality.

12. **Marketing and Communications:** Grantee must collaborate with LADF to ensure that the local community is marketed to and engaged in Dodgers Dreamteam.

- All Dodgers Dreamteam banners must be publicly displayed in a highly visible area. NOTE: Banners include multiple sponsor and partner logos.
- LADF will provide flyers for registration and various events that the Grantee agrees to distribute and publicly display in highly visible areas.
- Grantee must acknowledge the Los Angeles Dodgers Foundation Dodgers Dreamteam program in any promotional materials, press releases, or literature publicizing/promoting the program.

13. **Fees:** Grantee agrees to not charge any amount over $15 when implementing the program. All Dodgers Dreamteam resources and services are free of charge.

14. **Uniforms:** Grantee must ensure that all Dodgers Dreamteam teams receive a uniform kit which will be provided by LADF. Each Dodgers Dreamteam team will receive uniforms. Grantee must abide by the following uniform policy:
    - Each team will receive uniforms for 12 or 15 players per team pending what the Grantee selects. Uniforms must be worn at all games.
    - Each uniform set is assigned to be used per team and not to be mixed between other teams or divisions. Please notify LADF immediately if you have any issues with your uniform sets so that LADF may help alleviate the issue.
    - Any transferring of uniforms between locations are prohibited unless approved by LADF staff.
    - If a location does not register the anticipated number of players that is agreed upon in the grant agreement, the location will be responsible for returning unused uniforms or the cost of any missing uniforms. This process must be completed within 15 days of the leagues last day of games and is a program requirement to receive the second half of the grant award.
    - Uniforms may not be worn outside of the Dodgers Dreamteam season. This includes fall leagues or other non-Dodgers Dreamteam events.
    - Uniforms are defined as: 1 home jersey, 1 away jersey, 1 pair of pants, 1 pair of socks, 1 hat or 1 softball visor, 1 practice shirt, and 1 coach polo (coaches only).

15. **Equipment:** Grantee must ensure that every coach receives a full equipment kit which will be provided by LADF. Equipment kits are designed to be available for all teams. Grantee must abide by the following equipment policy:
    - "One Team, One Kit" rule: Equipment kits are designed to be available for all Dodgers Dreamteam teams.
    - Grantee must ensure that each team is equipped with an appropriate equipment kit that is available to them throughout their season. Please notify LADF immediately if there are any problems with equipment and providing one kit per team.
    - Each head coach is required to receive one equipment kit per team.
    - Any transferring of equipment between locations is prohibited unless approved by LADF staff.
    - All Grantees must have a check-in process on distributing equipment kits to all coaches.
    - Grantee will complete an equipment inventory sheet within 15 days of the league's

last game.

- LADF staff will determine if equipment is adequate for continued use or if new equipment will be needed for the next season. Equipment kits are required to last 5 seasons unless stolen or damaged.

Equipment Kits are defined as:12 Right Hand Gloves and 3 Left Hand Gloves, 5 Helmets, 2 Bats, 1 Batting Tee, 1 Ball Bucket, 1 Bag, and 1 Catcher's Set (shin guards, chest protector, mask, mitt). The catcher's set will not be included for the T-Ball division.

16. **Collaboration:** Grantee agrees to collaborate with LADF to market, implement and participate in all program elements including, but not limited to:
    - PlayerFest
    - Dodger Days
    - Coaches Trainings
    - College & Career Accelerator
    - Skills Training Clinics
    - Other Special Events and Activities

17. **Meetings:** Grantee will agree to attend the Dodgers Dreamteam Partners Meeting and any additional onboarding or training meetings. Designated Partnership Executive Contact, Partnership Manager Contact, Dodgers Dreamteam Coordinator, and all designated points of contact per each Dodgers Dreamteam location are required to attend.

18. **Measurement and Evaluation:** Grantee is required to work with LADF in the collection of data to consistently improve the program.
    - LADF will provide a partnership with Hello Insight to measure SEL for participants ages 9-18 in the program. This will include a pre survey that should be completed before the first game and post/check-in surveys should be completed within 1 week of the season ending. The Grantee is required to administer, promote, and monitor the collection of these surveys.
    - Recruit parents, players, and coaches to participate in interviews and/or focus groups throughout the year.
    - Support any event surveys that take place.

19. **Safety Policy:** Grantee acknowledges the MLB Youth Program Protection Policy and the LADF Safe Sport Policy. Grantee also acknowledges that it has a written policy that addresses its commitment to keep children safe from sexual abuse by preventing, recognizing, and responding to situations both on and off the playing field that in any way compromises their safety. Grantee must sign the MLB Youth Program Protection Policy and the LADF Safe Sport Policy. Grantee must also provide a copy of its written policy to LADF with signed grant agreement.

20. **Incident Policy:** Grantee acknowledges they have an incident policy in place and will notify LADF within a 24-hour period should any incidents take place. Grantee will keep LADF updated on the status of the incident and when the incident is closed.

Dodgers Dreamteam Rules

In addition to the playing rules (USA Softball, PONY, NFHS, etc.) determined by each Grantee, this document outlines the guidelines recommended in all Dodgers Dreamteam leagues. However, in the case of the Grantee playing rules conflicting with the Dodgers Dreamteam rules, please consultant LADF staff. In this document you will also find pitching guidelines to follow.

Dodgers Dreamteam League Code of Ethics

Any adult or player who violates the Dodgers Dreamteam League Code of Ethics will be subject to removal from the Dodgers Dreamteam program.

The adults that participate in the Dodgers Dreamteam program are viewed as role models to the youth served. It is imperative that those connected with the league always engage in conduct that is a positive representation of the league.

- All Grantees must adhere to the LADF Safe Sport Policy.
- Under no conditions should anyone, lay a hand upon, push, shove, strike, or threaten to strike an official, player, coach, spectator, game monitor, scorekeeper, or staff.
- Do not consume alcoholic beverages or any illegal substance at any time in the presence of players or in any context involving the league.
- Under no conditions swear, commit, or imply a vulgar act or motion.
- Do not bait or ride umpires, opposing managers and coaches, scorekeepers, or staff. Appropriate conduct should prevail.
- The manager or coach may inquire as to the nature or interpretation of a rule, but after an explanation, no further questions, or actions.
- All teams should play every player in as much of every game as possible.
- Make certain that managers, coaches, and your team shake hands with opposing team before and/or after each game.
- A coach shall not use tactics to deceive or take unfair advantages over his/her opponents.
- Every league must provide background checks to all coaches and volunteers who will be working directly with the kids in your Dodgers Dreamteam program.
- Do everything possible to ensure that playing Dodgers Dreamteam is a rewarding experience for the players. Encourage all players to be good scholars and equally good citizens.

Playing Rules for Baseball Ages 5-12

- Age divisions consist of T-Ball (5-6), Coach Pitch (7-8), Minor (9-10) and Major (11-12).
- All teams must consist of no more than 15 players.
- T-Ball and Coach Pitch games will be 60 minutes.
    - Both divisions will utilize the safe soft baseballs.
    - T-Ball: All bats must be sizes 25” or 26”.

    - Coach Pitch: All bats must be sizes 26", 27" or 28".
    - Coaches or a pitching machine may be used to pitch to these divisions (see field dimensions for pitching distance).
    - Score and standings are not kept for the T-Ball division.
- Minor and Major games will be 6 innings. No new inning may start after 90 minutes have elapsed from the start of the game.
    - All bats must be certified by a USA Baseball stamp.
    - Minors: All bats must be sizes 28", 29" or 30".
    - Majors: All bats must be sizes 29", 30" or 31"
- All players will bat in one continuous batting order.
- All batters and runners must always wear a batting helmet. The on-deck batter must also wear a helmet.
- A player may only play on one team per division
- Per inning there will be a 5 run max rule.
- Any fighting or inappropriate conduct will result in either the player's ejection or, if necessary, a team's disqualification. Any such decisions are made solely by the umpire. All incidents must also be reported to LADF staff.
- USA Baseball Pitch Count Recommendations

DIVISION	**DAILY MAX (PITCHES IN GAME)**	**REQUIRED REST (PITCHES)**				
		0 Days	1 Days	2 Days	3 Days	4 Days
Coach Pitch (7-8)	50	1-20	21-35	36-50	N/A	N/A
Minors (9-10)	75	1-20	21-35	36-50	51-65	66+
Majors (11-2)	85	1-20	21-35	36-50	51-65	66+

- Field Dimensions:
    - T-Ball (5-6) and Coach Pitch (7-8): base path 50 ft., pitching distance 38 ft. and field distance 225-250 ft.
    - Minors (9-10): base path 60 ft., pitching distance 46 ft. and field distance 225–250 ft.
    - Majors (11-12): base path 70 ft., pitching distance 50 ft. and field distance 225-250 ft.

Playing Rules for Softball Ages 9-12

- Age divisions consist of Minor Softball (9-10), Major Softball (11-12) or Jr. Softball (9-12).

- All teams must consist of no more than 15 players.
- All games will be 6 innings. No new inning may start after 90 minutes have elapsed from the start of the game.
- All bats must be sizes 29", 30" or 31".
- All players will bat in one continuous batting order.
- All batters and runners must always wear a batting helmet. The on-deck batter must also wear a helmet.
- A player may only play on one team per division.
- Per inning there will be a 5 run max rule.
- Any fighting or inappropriate conduct will result in either the player's ejection or, if necessary, a team's disqualification. Any such decisions are made solely by the umpire. All incidents must also be reported to LADF staff.
- Field Dimensions:
    - Minor Softball (9-10): base path 60 ft., pitching distance 35 ft. and field distance 225-250 ft.
        - 11" softball
    - Major Softball (11-12): base path 60 ft, pitching distance 40 ft. distance and field distance 225-250 ft.
        - 12" softball

Playing Rules for Baseball Ages 13-18

- Age divisions consist of Junior Baseball (13-15) and Senior Baseball (16-18)
- Every player on the team must be inserted into every game for at least 2 innings of play and must have a least one plate appearance. Exceptions to this rule are not allowed unless a game is not played a full 7 innings.
- All teams must consist of no more than 15 players.
- Games will be 7 innings. No new inning may start after 2 hours and 15 minutes have elapsed from the start of the game.
- A game is legally completed after 5 innings if the visiting team is ahead and after 4 ½ innings if the home team is ahead.
- The mercy rule is 10 runs after 5 innings, 12 runs after 4 innings and 15 runs after 3 innings.
- All batters and runners must always wear a batting helmet. The on-deck batter must also wear a helmet.
- Bats with composite materials in the barrel must be compliant with the National Federation of State High School Associations rulebook BBCOR standards, and must be labeled as such; Bats must meet the standards noted in National Federation of State High School Associations rules (2017 NFHS Baseball rulebook pgs. 9-11 Section 3, Articles 2-5) for length, diameter, etc. NOTE: An illegal bat must be removed. Any bat that has

been altered shall be removed from play. Penalty – See Rule NFHS Baseball rulebook; Rule 7-4 Article 1 (a).

- A player may only play on one team per division
- Any fighting or inappropriate conduct will result in either the player's ejection or, if necessary, a team's disqualification. Any such decisions are made solely by the umpire. All incidents must also be reported to LADF staff.

- USA Baseball Pitch Count Recommendations

AGE	**DAILY MAX (PITCHES IN GAME)**	**REQUIRED REST (PITCHES)**				
		0 Days	1 Days	2 Days	3 Days	4 Days
13-14	95	1-20	21-35	36-50	51-65	66+
15-16	95	1-20	31-45	46-60	61-75	76+
17-18	105	1-20	31-45	46-60	61-75	76+

- Field Dimensions:
    - Junior Baseball (13-15) and Senior Baseball (16-18): base path 90 ft., pitching distance 60.5 ft. and field distance 300-350 ft.

Playing Rules for Softball Ages 13-18

- Age divisions consist of Sr. Softball (13-18)
- Every player on the team must be inserted into every game for at least 2 innings of play and must have a least one plate appearance. Exceptions to this rule are not allowed unless a game is not played a full 7 innings.
- All teams must consist of no more than 15 players.
- Games will be 7 innings. No new inning may start after 1 hour and 40 minutes have elapsed from the start of the game.
- A game is legally completed after 5 innings if the visiting team is ahead and after 4 ½ innings if the home team is ahead.
- The mercy rule is 15 runs after 3 innings, 12 runs after 4 innings, and 8 runs after 5 innings.
- Courtesy runner is allowed for the pitcher and catcher, but the courtesy runner may not be a player who is in or has been in the game.

- Designated player (DP) must be decided when line-ups are handed in. DP will be anywhere in the batting line-up with the FLEX (person playing the field) placed in the 10th spot of the line-up. FLEX player may bat but must bat in the position of the DP and DP is out of the game for that time; however, the DP can reenter one time. Indicate DP and FLEX on the line-up card.
- All batters and runners will always wear a batting helmet. The on-deck batter must also wear a helmet.
- Bats must meet all the USA Softball specification and requirements of Rule 3, section 1. Must be on the list of approved bat models published by USA Softball. Max length 34", weight 38oz with a diameter of 2 1/4". Bats must have the 2000 or 2004 ASA stamp, or the ASA 2013 certification mark (may also have ISF stamp in addition to ASA) and bats must not appear on ASA banned list.
- A pitcher remaining in the game, but moving to a different position, can return as a pitcher any time in the remainder of the game, but only once in the same inning as he/she was removed. Visit count does not reset.
- Any starter who has been removed for a substitute player may re-enter the game once, at any time in the same position in the batting order. Subs may reenter.
- A player may only play on one team per division
- Any fighting or inappropriate conduct will result in either the player's ejection or, if necessary, a team's disqualification. Any such decisions are made solely by the umpire. All incidents must also be reported to LADF staff.
- Field Dimensions:
    - Senior. Softball (13-18): base path 60 ft., pitching distance 43 ft. and field distance 225-250 ft.

ADDENDUM 3:

GRANTEE APPLICATION

See Attached

ADDENDUM 4:

LADF WAIVERS AND RELEASES OF LIABILITY

2024 DODGERS DREAMTEAM
LIKENESS AUTHORIZATION AND RELEASE OF LIABILITY

PLEASE READ THIS LIKENESS AUTHORIZATION AND RELEASE OF LIABILITY ("RELEASE") CAREFULLY. BY AGREEING TO THIS RELEASE, YOU WILL BE WAIVING LEGAL RIGHTS.

In consideration for allowing me and/or any child(ren) under eighteen (18) years old or any legally incapacitated adult(s) for whom I am the parent/guardian (each, a "**Participant**"; and collectively the "**Participants**") to participate in the "Dodgers Dreamteam" program from January 1, 2024 through December 31, 2024 (the "**Program**"), staged by The Los Angeles Dodgers Foundation (the "**Foundation**"), I, for myself and on behalf of all of the other Participants and our parents, heirs, executors, administrators, next of kin, successors, and assigns, all of whom shall be legally bound by this Release, hereby agree as follows:

1. I am eighteen (18) years of age or older. I, for myself and on behalf of all of the other Participants, acknowledge that we are not required to participate in the Program and that our participation is voluntary and solely for our enjoyment. We understand that we can withdraw from the Program at any time. Neither I nor any of the other Participants, nor anyone acting on our behalf, will be compensated by the Foundation for our participation in the Program. Neither I nor any of the other Participants, nor anyone acting on our behalf, has not been promised employment by the Foundation for participating in the Program.

2. We understand and acknowledge that baseball and softball are action sports and that natural and/or man-made conditions may exist on the surface of baseball and softball fields or in connection with the games of baseball and softball that may present a significant risk of personal injury to us and/or damage to our property. We also understand and acknowledge that our participation in the Program may require us to engage in strenuous and/or potentially dangerous activities. Neither I nor any of the other Participants are aware of any reason, medical or otherwise, why we should not participate in the Program, and **we are prepared to, and do, hereby accept any and all risks, whether known or unknown to us, of having us participate in the Program, including, without limitation, all risks and danger inherent in the sports of baseball and softball and all warm-ups, practices, and competitions associated with baseball and softball, including specifically (but not exclusively) the danger of being injured by thrown bats (or fragments thereof); thrown or batted balls; thrown, dropped, or launched items or projectiles; contact or collisions with other participants or staff; any other incidents or accidents associated with crowds of people or the negligence or misconduct of other participants or spectators; or use of or participation in any attractions, activities, or events in connection with the Program.**

3. In connection with any injury that I or any of the other Participants may sustain or any other medical condition that we may experience during our participation in or with the Program, I authorize any emergency first aid, medication, medical treatment, or surgery (collectively, "**Emergency Medical Services**") deemed necessary by the attending medical, first aid, or emergency personnel (collectively, the "**Medical Staff**") if I am not able to act on my own behalf or on the behalf of the other Participants. I further authorize (i) the Medical Staff to execute on our behalf any permission forms, consents, or other appropriate documents relating to medical attention for me and the other Participants and to act on our behalf if I am not able or immediately available to do so and (ii) the disclosure of any personal information relating to us by the Foundation or any of their representatives to any of the Medical Staff in connection with such Emergency Medical Services. Additionally, I agree to assume responsibility for any costs, fees or

other monetary charges associated with such Emergency Medical Services or any permission forms, consents, or other appropriate documents relating to medical attention executed by any of the Medical Staff.

4. I, for myself and on behalf of all of the other Participants, acknowledge and expressly assume all risk of us being exposed to or contracting a Communicable Disease (as defined below) during or in connection with our participation in the Program. By participating in the Program, I acknowledge and expressly assume the risk that we may be exposed to a Communicable Disease. I expressly understand that the risks of exposure to a Communicable Disease include contracting a Communicable Disease and the associated dangers, medical complications (including death), and physical and mental injuries, both foreseen and unforeseen, that may result from contracting a Communicable Disease. I further acknowledge and understand that our interaction with staff, other participants, and/or any other individuals present during the Program poses an elevated, inherent risk of being exposed to and contracting a Communicable Disease, that it cannot be guaranteed that we will not be exposed to a Communicable Disease, and that potential exposure to or contraction of a Communicable Disease while participating in the Program are risks that cannot be eliminated. If infected with a Communicable Disease, I acknowledge and understand that I and/or the other Participants may subsequently infect others, even if we do not experience or display any symptoms. A "**Communicable Disease**" as used herein is COVID-19, any strains, variants, or mutations thereof, the coronavirus that causes COVID-19, and/or any other airborne, aerosolized, or surface transmissible communicable and/or infectious diseases, viruses, bacteria, or illnesses, or the causes thereof.

5. In connection with the foregoing, I agree that neither I nor any of the other Participants will participate in the Program if, within ten (10) days preceding our participation in the Program, either I or any of the other Participants (i) tested positive or presumptively positive for a Communicable Disease or was identified as a potential carrier of a Communicable Disease; (ii) experienced any symptoms commonly associated with a Communicable Disease, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath; and/or (iii) was in direct contact with or in the immediate vicinity of any person who is either confirmed or suspected of being infected with a Communicable Disease within ten (10) days preceding the Participant's encounter with such person. I further agree that I and the other Participants will submit to any health screening and/or Communicable Disease testing that may be required as a condition of our participation in the Program.

6. If I and/or any of the other Participants test positive for a Communicable Disease or have been identified as being exposed to an individual who has tested positive for a Communicable Disease, we agree to immediately inform the Foundation and acknowledge that the Foundation may be required to contact the Los Angeles County Department of Public Health ("**LACDPH**") to provide information regarding the confirmed positive test, including our name(s) and contact information. We consent to the Foundation providing such information to LACDPH or any other administrative body as required by law. We agree to willingly cooperate with any contact tracing that is deemed necessary by the Foundation and/or LACDPH. We acknowledge the Foundation, the Governor, State Department of Health, LACDPH, or other administrative body with authority over the Foundation may decide to cancel a meeting, practice, competition, or the Program at any time. We also acknowledge that the Foundation must comply with any mandates issued by any entity with the authority over athletics and agree to comply with any such directives even if issued after our agreement to this Release. We are aware that practices, games, spectating,

and/or transportation will look differently from prior years, including the need for physical distancing and the correct and consistent use of face masks. We agree to comply with the direction provided by the Foundation's staff and coaching staff and acknowledge that the failure to do so may result in our being refused participation at meetings, practice, competitions, and/or the Program.

7. **TO THE FULLEST EXTENT PERMITTED BY LAW, I, FOR MYSELF AND ON BEHALF OF ALL OF THE OTHER PARTICIPANTS, AGREE TO INDEMNIFY, RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS THE LOS ANGELES DODGERS FOUNDATION, LOS ANGELES DODGERS LLC (THE "DODGERS"), THE OTHER MLB ENTITIES, LA REAL ESTATE LLC, CHAVEZ RAVINE LAND COMPANY LLC,** and their respective direct and indirect owners, stockholders, members, partners, directors, officers, employees, agents, representatives, contractors, vendors, sponsors, facilities in which Program events are held, principals, affiliated entities, mortgagees or ground lessors, servants, trustees, beneficiaries, heirs, successors, and assigns, and each and every person acting by, through, under, or in concert with them, or any of them (hereinafter, individually and collectively referred to as the "**Indemnified Parties**"), of and from all manner of action or actions, cause or causes of action, at law or in equity, suits, claims, demands, damages, liability, lost cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter referred to as "**Claims**"), that we may have or hereafter have against the Indemnified Parties by reason of any injuries that we may sustain, whether to our person and/or property, as a result of or incident to (i) the Indemnified Parties' negligence (whether active or passive, but not including gross negligence or willful misconduct), (ii) our participation in the Program, and/or (iii) any and all risks assumed by us hereunder, including, without limitation, exposure to or contraction of a Communicable Disease by me and/or any other individual infected by me. **I, FOR MYSELF AND ON BEHALF OF ALL OF THE OTHER PARTICIPANTS, FURTHER COVENANT NOT TO SUE OR OTHERWISE PURSUE ANY FORM OF RECOVERY OR LEGAL ACTION, INCLUDING ARBITRATION, AGAINST ANY OF THE INDEMNIFIED PARTIES ARISING FROM OR RELATING TO ANY CLAIM.** For purposes of this Release, the "**MLB Entities**" shall mean the Dodgers and the other Major League Baseball clubs, the Office of the Commissioner of Baseball, Major League Baseball Properties, Inc., MLB Advanced Media, L.P., The MLB Network, LLC, and such entities' respective past, present and future affiliates, owners, general and limited partners, members, shareholders, directors, officers, employees, agents, representatives, contractors, vendors, licensees, sponsors, advertisers, and broadcast partners.

8. I, FOR MYSELF AND ON BEHALF OF ALL OF THE OTHER PARTICIPANTS, ACKNOWLEDGE AND UNDERSTAND THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

BEING AWARE OF SAID CODE SECTION, WE HEREBY EXPRESSLY WAIVE ANY RIGHTS THAT WE MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT, WHETHER IN CALIFORNIA OR ANY OTHER STATE.

9. I, for myself and on behalf of all of the other Participants, agree that if I and/or any of the other Participants, or anyone acting on our behalf, commence, join in, or in any way seek relief through any action or proceeding arising out of, based upon, or relating to any of the Claims released hereunder, or in any way assert against the Indemnified Parties any of the Claims released hereunder, then we will pay to the Indemnified Parties, in addition to any other damages caused to the Indemnified Parties thereby, all attorneys' fees incurred by the Indemnified Parties in defending or otherwise responding to said action, proceeding, and/or Claims.

10. I, for myself and on behalf of all of the other Participants, hereby authorize and grant the Foundation, the Dodgers, and/or anyone authorized by or acting on behalf of the Foundation and/or the Dodgers (hereinafter, individually and collectively referred to as the "**Authorized Users**") the non-exclusive, transferable, sublicensable, and assignable right to use, reproduce, publish, and/or depict our name, voice, words, image, likeness, and/or biographical information (collectively, the "**Images**") in any manner that the Authorized Users deem necessary or appropriate, in all media, worldwide, in perpetuity, without any additional consideration, in and in connection with the production, distribution, marketing, promotion, advertisement, packaging, sale, publication, exhibition, display, and/or exploitation of the Program and/or the Authorized Users, including, without limitation, on the video display boards at Dodger Stadium and/or in any and all print and/or digital advertisements, websites, social media posts, broadcasts, telecasts, and/or other retransmissions of or regarding the Program and/or the Authorized Users. In addition, in connection with the use of the Images, I, for myself and on behalf of all of the other Participants, hereby release and waive any action or cause of action that we may assert in connection with the use of the Images, including, but not limited to, any claims that we have or may have for invasion of privacy, defamation, violation of any right of publicity, or any other cause of action arising out of the production, reproduction, distribution, transmission, publication, public performance, broadcast, or exhibition of advertisements, promotions, content, programs and/or materials in which the Images appear. **I, for myself and on behalf of all of the other Participants, acknowledge and agree that this authorization is intended to satisfy any and all of the consent requirements of California Civil Code sections 3344 and 3344.1, and we hereby waive and release any and all claims that we may have or hereafter have against the Authorized Users under those statutes or any other statutes or common law principles of similar effect, whether in California or any other state.**

11. **I, FOR MYSELF AND ON BEHALF OF ALL OF THE OTHER PARTICIPANTS, UNDERSTAND THAT BY AGREEING TO THIS RELEASE, WE ARE GIVING UP OUR RIGHT TO SUE THE INDEMNIFIED PARTIES AND/OR TO SEEK COMPENSATION FROM THE INDEMNIFIED PARTIES FOR ANY INJURIES OR DAMAGES THAT WE MAY INCUR AS A RESULT OF THE ACTIVE OR PASSIVE NEGLIGENCE (BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF THE INDEMNIFIED PARTIES, OUR PARTICIPATION IN THE PROGRAM, AND/OR ANY AND ALL RISKS ASSUMED BY US HEREUNDER, INCLUDING, WITHOUT LIMITATION, EXPOSURE TO OR CONTRACTION OF A COMMUNICABLE DISEASE BY ME AND/OR ANY OTHER INDIVIDUAL INFECTED BY ME.**

12. If any provision of this Release shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Release shall be construed as if such invalid or unenforceable provision were omitted.

13. This Release shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of California. I, for myself and on behalf of all of the other Participants, hereby (a) irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California, in connection with all matters and issues arising out of the Program and/or this Release, (b) agree not to bring any claim or action except in such courts, and (c) irrevocably waive all claims, defenses, and objections based on improper venue, inconvenient forum, and/or lack of personal jurisdiction with respect to such courts.

14. **DECLARATION**. If child(ren) under eighteen (18) years old or legally incapacitated adult(s) for whom I am the parent or legal guardian will be participating in the Program, I declare under penalty of perjury under the laws of the State of California that I am the parent or legal guardian of the child(ren) or legally incapacitated adult(s) participating in the Program, and that I am duly authorized to execute this Release on his/her/their behalf. I further declare that I shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Claims whatsoever, including, without limitation, attorneys' fees and costs, resulting from, incident to, or arising out of his/her/their participation in the Program, his/her/their appearance in the Images, the exploitation of the Images by the Indemnified Parties, any and all risks assumed by him/her/them and me above, and/or the breach of any promises, covenants, and/or representations made by me herein and/or in the above Release.

I CERTIFY THAT I HAVE CAREFULLY READ THIS RELEASE AND THAT I AM COMPETENT TO ACCEPT THE TERMS HEREIN, ON BEHALF OF MYSELF AND THE OTHER PARTICIPANTS, WITH FULL UNDERSTANDING OF THEIR CONTENTS. I AM AWARE THAT THIS IS A LIKENESS AUTHORIZATION AND RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE INDEMNIFIED PARTIES AND THE AUTHORIZED USERS, AND BY ACCEPTING AND SUBMITTING THIS RELEASE, I AGREE TO BE BOUND BY THE TERMS OF THIS RELEASE, INCLUDING, BUT NOT LIMITED TO, THE WAIVER OF LIABILITY IN PARAGRAPHS 7 AND 14 AND THE LIKENESS AUTHORIZATION IN PARAGRAPH 10 ABOVE, AND DO SO OF MY OWN FREE WILL.

I Accept

April 2, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **GENERAL SERVICES DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TECHCOAT CONTRACTORS, INC. AND ESTABLISH A PURCHASE ORDER FOR THE PEDESTRIAN COATING SYSTEM AT FIRE STATION 1 AND FIRE STATION 3 ($108,905.00)**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into an agreement and establish a purchase order to Techcoat Contractors, Inc. in the amount of **Ninety-Four Thousand Seven Hundred Dollars and Zero Cents ($94,700.00)** for the Pedestrian Coating System of Fire Station 1 located at 201 South Acacia Avenue, Compton, CA 90220 and Fire Station 3 Located at 1133 Rosecrans Avenue, Compton, CA 90222 and authorize a 15% contingency in the amount of **Fourteen Thousand Two Hundred Five Dollars and Zero Cents ($14,205.00).**

BACKGROUND

The City of Compton owns certain real property located at 201 South Acacia Avenue, Compton, CA 90220 **[Fire Station 1]** and 1133 Rosecrans Avenue, Compton, CA 90222 **[Fire Station 3]** currently occupied by Fire Department personnel.

The building's pedestrian coating system has shown significant signs of weather deterioration. Facility maintenance workers are being called upon to perform repairs to problem areas on the system; however, despite staff efforts, water continues to leak through the coating system gaining access to the interior of the Fire Stations.

On January 12, 2024, City of Compton staff, The Garland Company, and state-license contractors inspected and evaluated the recommended repairs to the walkways. After reviewing the condition of the pedestrian coating system and the damage caused by recent rain storms, staff agreed that any temporary repair might be the quickest solution but not the most efficient.

STATEMENT OF THE ISSUE

The current pedestrian coasting system at Fire Station 1 and Fire Station 3 leaks during certain weather conditions and needs to be replaced for the safety of Fire Department personnel and visitors. Maintaining the pedestrian coating system is crucial as providing a safety slip-resistance surface reduces the risk of accidents and injuries. The system's

upkeep ensures that the coating remains effective in various weather conditions. Additionally, a well-maintained coating system protects the underlying infrastructure, such as concrete, wood, or asphalt, from wear and tear caused by pedestrian traffic. Aside from visibly improving the building, compliance with safety regulations and standards is essential.

Staff worked with The Garland Company and state-licensed contractors to prepare a recommendation to rehabilitate the walkway. To ensure the city received the most cost-effective delivery method for materials, the project was split into two phases:

Phase 1: Purchase of Materials
Phase 2: Construction Project

The Garland Company provided a proposal for the purchase of the construction material through the State of California Multiple Awards Schedule Unit (CMAS) cooperative agreement. On January 16, 2024, the Mayor and Council authorized Resolution Number 25, 967 to purchase the material through The Garland Company for the first phase of this project.

The City explored options with various cooperative agreements to secure a contractor for the construction portion of the project and go out for a traditional bid; however, due to recent rain storms, this method would cause additional delays and potentially create a health and safety hazard.

The maintenance team worked with The Garland Company and various vendors to request quotes for the project. The following contractors submitted quotes:

FIRE STATION 1 – PEDESTRIAN COATING SYSTEM

CONTRACTOR	**AMOUNT**
Techcoat Contractors, Inc.	$36,100.00
CI Services, Inc.	$40,468.00
Commercial Roofing Systems, Inc.	$65,000.00
Best Contracting Services, Inc.	$75,000.00

FIRE STATION 3 – PEDESTRIAN COATING SYSTEM

CONTRACTOR	**AMOUNT**
Techcoat Contractors, Inc.	$56,000.00
CI Services, Inc.	$97,045.00
Commercial Roofing Systems, Inc.	$121,196.00
Best Contracting Services, Inc.	$135,700.00

Staff has reviewed the quotes and has determined that Techcoat Contractors, Inc. is the most responsible, cost-effective, and suitable vendor for this project. Techcoat Contractors, Inc. is a quality and state-certified contractor that has completed projects with various government agencies. Staff has requested a project timeline, and the contractor anticipates a construction start date in April 2024; however, this date is based on securing all necessary materials, contract execution, bonds, and insurance upon Mayor and City Council authorization.

Replacing the pedestrian coating system for Fire Station 1 and Fire Station 3 is critical to preserving the safety of staff, visitors and preventing further damage to the building. Staff is requesting that this item be approved as an emergency measure immediately necessary for the preservation of the public's 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 constitution such urgency.*

In addition to the emergency request for repair, the President of the United States signed the American Rescue Plan Act (ARPA) on March 11, 2021. The legislation provides $1.9 trillion in funding to address the economic impacts of the Coronavirus (COVID-19) pandemic, which included $350 billion in federal fiscal recovery aid to state and local governments. The City of Compton received approximately $34 million in aid as a result of the ARPA.

The General Services Department was allocated $7,096,308.00 of ARPA funding under the Capital Improvement FY 2023-2024 Adjusted Budget. The funds must be obligated by December 31, 2024, and expended by December 31, 2026.

ALTERNATIVE

The alternatives to approving this construction contract award are:

1. Advertise the project, requesting sealed bid proposals. Taking this route would delay the project by several months, and given the current market environment, would likely result in increased costs.

Staff does not recommend this option as delays can further damage the functionality of pedestrian areas and affect the integrity of the facility created a safety hazard to Fire personnel as their living quarters and restroom areas are impacted. In addition, the failing pedestrian coating system is a liability to the City.

FISCAL IMPACT

Funds in the amount not to exceed **One Hundred Eight Thousand Nine Hundred Five Dollars and Zero Cents ($108,905.00)** for this expenditure are available in the FY 2023-2024 Budget in Account No. 2810-64-GEN-4300 Capital Improvement – American Rescue Funds (ARPA)

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution as ARPA funds must be obligated by December 31, 2024, and funding must be expended by December 31, 2026.

NEBRASKA JONES
DIRECTOR OF GENERAL SERVICES

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 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TECHCOAT CONTRACTORS, INC. AND ESTABLISH A PURCHASE ORDER FOR THE PEDESTRIAN COATING SYSTEM AT FIRE STATION 1 AND FIRE STATION 3 ($108,905.00)

WHEREAS, the certain real property located at 201 South Acacia Avenue, Compton, CA 90220 [Fire Station 1] and 1133 West Rosecrans Avenue, Compton, CA 90222 [Fire Station 3], currently occupied by Fire Department personnel; and

WHEREAS, the General Services Department is responsible for maintaining the City's administrative buildings, parks, fire stations, service yards, and leased properties; and

WHEREAS, the building's pedestrian coating system has shown significant signs of weather deterioration; and

WHEREAS, facility maintenance workers are being called upon to perform repairs to problem areas on the system; however, despite staff efforts, water continues to leak through the coating system gaining access to the interior of the Fire Stations; and

WHEREAS, the current pedestrian coasting system at Fire Station 1 and Fire Station 3 leaks during certain weather conditions and needs to be replaced for the safety of Fire Department personnel and visitors; and

WHEREAS, maintaining the pedestrian coating system is crucial as providing a safety slip-resistance surface reduces the risk of accidents and injuries; and

WHEREAS, a well-maintained coating system protects the underlying infrastructure, such as concrete, wood, or asphalt, from wear and tear caused by pedestrian traffic creating an aesthetic appeal along with compliance with safety regulations and standards; and

WHEREAS, on November 3, 2023, City of Compton staff, The Garland Company, and state-licensed contractors inspected and evaluated the recommended repairs to Fire Station 1 and Fire Station 3 pedestrian coating systems; and

WHEREAS, The Garland Company was awarded a multi-year contract by the State of California Multiple Award Schedules Unit (CMAS) to provide general building and construction materials to members throughout California; and

WHEREAS, to ensure the city is receiving the most cost-effective delivery method for materials, this project was split into two portions: the purchase of materials and the construction project; and

WHEREAS, on January 16, 2024, the Mayor and City Council approved the purchase of roofing material for the first phase of the project, through the State of California Multiple Awards Schedule Unit (CMAS) cooperative agreement with The Garland Company; and

WHEREAS, the City explored options with various cooperative agreements to secure a contractor for the construction portion of the project or go out for a traditional bid; however, due to the recent rain storms, this method would cause additional delays and potentially create a health and safety hazard; and

WHEREAS, the maintenance team worked with The Garland Company and various vendors to request quotes for the projects; and

WHEREAS, bids were provided by Techcoat Contractors, Inc., CI Services, Inc., Commercial Roofing Systems, Inc. and Best Contracting Services, Inc.; and

FIRE STATION 1 – PEDESTRIAN COATING SYSTEM

CONTRACTOR	AMOUNT
Techcoat Contractors, Inc.	$36,100.00
CI Services, Inc.	$40,468.00
Commercial Roofing Systems, Inc.	$65,000.00
Best Contracting Services, Inc.	$75,000.00

FIRE STATION 3 – PEDESTRIAN COATING SYSTEM

CONTRACTOR	AMOUNT
Techcoat Contractors, Inc.	$56,000.00
CI Services, Inc.	$97,045.00
Commercial Roofing Systems, Inc.	$121,196.00
Best Contracting Services, Inc.	$135,700.00

WHEREAS, staff has evaluated the proposals and determined that Techcoat Contractors, Inc. is the most cost-effective and most responsible vendor for both projects; and

WHEREAS, replacing the pedestrian coating system for Fire Station 1 and Fire Station 3 is critical to preserving the safety of staff and visitors and preventing further damage to the building; and

WHEREAS, staff is requesting that this item be approved as an emergency measure immediately necessary for the preservation of the public's 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, on March 11, 2021, the President of the United States signed the American Rescue Plan Act (ARPA) of 2021, and the City of Compton received approximately $34 million in aid as a result of the ARPA; and

WHEREAS, the General Services Department was allocated $7,096,308.00 of ARPA funding under the Capital Improvement FY 2023-2024 Adjusted Budget; these funds must be obligated by December 31, 2024, and expended by December 31, 2026; and

WHEREAS, funds for Fiscal Year 2023-2024 in the amount of One Hundred Eight Thousand Nine Hundred Five Dollars and Zero Cents ($108,905.00) are available in the 2023-2024 Fiscal Year budget in the following Account Number; and

Account No.	Fund	Description	Amount
2810-640-GEN-4300	ARPA Funds	Construction Project	$94,700.00
2810-640-GEN-4300	ARPA Funds	15% Contingency	$14,205.00

WHEREAS, staff is requesting the ability to efficiently manage this demand by requesting to issue purchase orders for the construction project and fifteen percent (15%) contingency to Techcoat Contractors, Inc. in the amount not to exceed One Hundred Eight Thousand Nine Hundred Five Dollars and Zero Cents ($108,905.00).

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 enter into an agreement, on the advice and approval of the City Attorney, with Techcoat Contractors, Inc. to replace the pedestrian coating system for Fire Station 1 and Fire Station 3.

SECTIOIN 2. That the City Manager is hereby authorized to establish a purchase order to the Techcoat Contractors, Inc. in the amount not to exceed Ninety-Four Thousand Seven Hundred Dollars and Zero Cents ($94,700.00) from Account Number 2810-640-GEN-4300.

SECTION 3. That a fifteen percent (15%) contingency in the amount of Fourteen Thousand Two Hundred Five Dollars and Zero Cents ($14,205.00) is hereby authorized.

SECTION 4. That funds in the amount not to exceed One Hundred Eight Thousand Nine Hundred Five Dollars and Zero Cents ($108,905.00) are available in the 2023-2024 Fiscal Year budget in Account Number 2810-640-GEN-4300.

SECTION 5. 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 6. 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

INSTALLATION AGREEMENT BETWEEN
CITY OF COMPTON AND
TECHCOAT CONTRACTORS, 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 **TECHCOAT CONTRACTORS, INC.** (hereinafter referred to as **"CONTRACTOR"**) located at 15720 Garfield Avenue, Paramount, California 90723 (each a "Party" and collectively, the "Parties").

RECITALS

A. City does not have available personnel specifically trained and experienced to perform the services required and requires the professional services of a contractor trained, certified and experienced to install materials located at **201 South Acacia Avenue, Compton, CA 90220 [Fire Station 1] and 1133 West Rosecrans Avenue, Compton, CA 90222 [Fire Station 3],** building to provide a pedestrian coating system; 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 _____ 2024, the City Council gave approval to award a contract to the Contractor for the replacement of the pedestrian coating system located at **201 South Acacia Avenue, Compton, CA 90220 [Fire Station 1] and 1133 West Rosecrans Avenue, Compton, CA 90222 [Fire Station 3].**

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 for **201 South Acacia Avenue, Compton, CA 90220 [Fire Station 1] and 1133 West Rosecrans Avenue, Compton, CA 90222 [Fire Station 3]**.

More specifically, Contractor shall perform the following scope of services:

Compton Fire Station #1: Total approximately 770 square feet.

- Remove existing wood deck and roof materials to the structural deck.
- Tape all wood joints.
- Demo and dispose of all trash.
- Prepare all substrates and coating terminations to Garland's satisfaction.
- Apply Garland Dura walk pedestrian coating system to the entire area.

The underlying layer consists of an existing roof material, which must be mechanically removed prior to the installation of the new pedestrian coating system. Removal will be achieved utilizing pneumatic scrappers, the removed material will be disposed of in a dumpster which Techcoat will provide, and located on site.

DRAFT

After removal, City will provide the Dura Walk Pedestrian Coating System materials, which Techcoat will install in accordance with the manufacturer's instructions.

PRICE: $33,500.00 + $2,600 Bond Fee

Compton Fire Station #3: Total approximately 3,164 square feet.

- Remove the existing coating system.
- Surface grind and prepare surface to Garland's satisfaction.
- Route and caulk all visible cracks.
- Demo and dispose of all trash.
- Repair and patch all penetrations, cracks, and holes in concrete to Garland's satisfaction.
- Install baker rod and caulking at deck to wall joint where needed.
- Prepare all substrates and coating terminations to Garland's satisfaction.
- Apply Garland Dura Walk pedestrian coating system to the entire area.

The underlying layer consists of an existing coating system, which must be mechanically removed before the installation of the new pedestrian coating system. Removal will be achieved utilizing pneumatic scrappers, mechanical chipping equipment, and planetary grinders equipped with PCD diamonds. The removed material will be disposed of in a dumpster, which Techcoat will provide, and will be located on site.

After removal of the existing epoxy coating, the substrate will be prepared by "Blastrac" recycled steel shot cleaning (shotblasting). This dry, dust-free operation will remove all surface contamination by impacting the floor with high-velocity steel shot, which is then separated from the debris and recycled. Perimeter edges and areas around penetrations that cannot be reached by our shotblasting equipment will be prepared by vacuum grinding with diamond cup grinders.

After surface preparation, major defects such as large open structural cracks, large holes, etc., will be repaired. Deep holes will be repaired with epoxy mortar grout. Irregular cracks will be cleaned out with crack-chasing equipment and filled with Sika 1A caulking.

After repairs, City will provide the Dura Walk pedestrian coating system materials, which Techcoat will install in accordance with the manufacturer's instructions.

Price: $56,000.00 + $2,600 Bond Fee

Warranty:
Contractor shall guarantee all work against defects in materials and workmanship for a period of five (5) year from the date of substantial completion or use by the Contractor or the Contractor's customer, whichever is earlier.

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

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

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

DRAFT

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 **Ninety-Four Thousand Seven Hundred Dollars and Zero Cents ($94,700.00).**

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 **120 days** from the **"Notice-to-Proceed".**

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:

DRAFT

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.

DRAFT

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.

DRAFT

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:

DRAFT

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 five (5) years following completion of the project.

If within five (5) years 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

DRAFT

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:

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: **Techcoat Contractors, Inc.**

DRAFT

15720 Garfield Avenue
Paramount, California 90723
Attn: Abel Partida, Executive Vice President
(562) 562-5700

To City: **City of Compton**
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, General Services Department
(310) 605-5519

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

DRAFT

from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

21. Waivers:

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

22. Entire Agreement:

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

23. Governing Law and Severability:

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

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

24. Federal and State Withholding Taxes:

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

25. Miscellaneous:

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

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

DRAFT

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.

TECHCOAT CONTRACTORS, INC.
CONTRACTOR

Dated: _____

By _____
Abel Partida, Executive Vice President
TECHCOAT CONTRACTORS, INC.

CTY OF COMPTON
Recommended for Approval by:

By _____
Nebraska Jones
General Services Department

Dated: _____

Approved by:

Dated: _____

By _____
Willie A. Hopkins, City Manager

Approved as to form:

By _____
Eric J. Perrodin, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Vernell McDaniel, City Clerk

DRAFT

#11953

TECHCOAT CONTRACTORS INC.
LICENSE NO. 568738

November 22, 2023
EMAIL QUOTE

Ms. Nebraska Jones
COMPTON FIRE DEPT. STATION #3
1133 Rosecrans Ave
Compton, CA 90222
EMAIL: njones@comptoncity.org
CC: mtaylor@garlandind.com

Subject: Proposal for labor to remove the existing coating system and install a new pedestrian coating system on the COMPTON FIRE STATION #3.

Dear Ms. Jones:

Per your request, we are pleased to furnish you with this proposal for the work described above. I examined this area with Miles Taylor from the Garland Company and we understand the conditions and their requirements. The area totals approximately 3,164 square feet.

General Scope of Work:

Compton Fire Station #3:

- Remove the existing coating system.
- Surface grind and prepare surface to Garland's satisfaction.
- Route and caulk all visible cracks.
- Demo and dispose of all trash.
- Repair and patch all penetrations, cracks, and holes in concrete to Garland's satisfaction.
- Install baker rod and caulking at deck to wall joint where needed.
- Prepare all substrates and coating terminations to Garland's satisfaction.
- Apply Garland Dura Walk pedestrian coating system to the entire area

The substrate consists of an existing coating system which must be mechanically removed prior to the installation of the new pedestrian coating system. Removal will be achieved utilizing pneumatic scrappers, mechanical chipping equipment and

planetary grinders equipped with PCD diamonds. The removed material will be disposed of in a dumpster which TECHCOAT will provide, and located on site.

After removal of the existing epoxy coating, the substrate will be prepared by "Blastrac" recycled steel shot cleaning (shotblasting). This dry, dust free operation will remove all surface contamination, by impacting the floor with high velocity steel shot which is then separated from the debris and recycled. Perimeter edges and areas around penetrations that cannot be reached by our shotblasting equipment will be prepared by vacuum grinding with diamond cup grinders.

After surface preparation, major defects such as large open structural cracks, large holes, etc. will be repaired. Deep holes will be repaired with an epoxy mortar grout. Irregular cracks will be cleaned out with crack chasing equipment then filled with Sika 1A caulking.

After repairs, Compton Fire Station #3 will provide the Dura Walk pedestrian coating system materials, which TECHCOAT will install in accordance with the manufacturer's instructions.

PRICE: $56,000.00 Lump Sum Total

This price includes all labor, equipment and supplies, and supervision. The price is based on current prevailing wage rates. Please add $2,600.00 for the cost of the bond. The price is subject to change after 30 days. The price assumes no unforeseen conditions will arise at start of work or during surface preparation that will require additional labor and/or materials, or the work of other trades, to correct. All work will be guaranteed for five years in accordance with our Standard Guarantee. Our terms are net 30 days after completion. We are estimating approximately 8-10 consecutive days during a regular weekday work schedule to complete this project.

Thank you for this opportunity to be of service. We look forward to completing this work for you in the near future.

Very truly yours,
TECHCOAT CONTRACTORS, INC.
Abel Partida
Executive Vice President

AP/mo

C.I. Services, Inc.
ROOFING / WATERPROOFING / SOLAR
Your Water Intrusion Specialists Since 1992

Commercial· Industrial· Residential

Nebraska Jones
City of Compton
Public Works Department
205 South Willowbrook Ave
Compton, CA 90220
njones@comptoncity.org

02-21-2024

RE: Roof work needed on "City of Compton Fire Station

Dear Nebraska,

As requested, we are providing the budget numbers for the roofing system Work as requested for the Fire Station #3 Compton, Ca.

Our Budgets is based on the requested work descriptions as listed here.

SCOPE OF WORK:

Fire Station #3

- Pedestrian Coating System -- 075720

EXCLUSIONS:

This proposal does NOT include any of the following:

- Sheet metal details or fabrication other than those items listed above
- Setting of A/C curbs or A/C curb securement to roof deck
- Structural deck cutting and or infill
- Electrical work
- Plumbing work
- Carpentry work
- Structural work
- Waterproofing work other than that listed above
- Mechanical work
- Tear-off or disposal work
- Permits
- Safety barriers

PROJECT COSTS: 075720 Fire Station #3

Total cost for this roofing work as described above will be: .....$ 97,045.00

PAYMENT SCHEDULE

This work will require the following payment schedule to be adhered to by owner/purchaser. Payment for all work is due upon completion of work and receipt of invoice.

Payment Terms:

100% Due Upon within 10 days of Completion of CIS Work

Late Payment: A finance charge of 1 ½% per month (18% per annum) will be charged on all past due accounts. All collections costs and fees, attorney fees, court costs, lien costs, or any other cost or expense incurred in the collection of past due accounts shall be paid by the purchaser. A lien will be filed on all jobs where payment is past due or where protection of lien rights may be required.

The Roofing Industry has experienced unprecedented material shortages and price increases in 2021 and 2022 and material costs remain extremely volatile. We will do what we can to keep this pricing for as long as possible, but we are already aware of multiple price increases set to go into effect throughout 2022.

Price Acceleration Provision

If there is an increase in the actual cost of the labor or materials charged to the contractor subsequent to making this agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to the contractor. Contractor will submit written documentation of the increased charges to the Owner upon request. As an additional remedy, if the actual cost of any line item increases by more than 10% subsequent to the making of this Agreement, Contractor, at its sole discretion, may terminate the contract for convenience.

Permits are not included and are considered a Pass-Through expense, if required by the Owner or City. CI Services can provide a roofing permit for above work, but it would be a pass-through expense for the actual cost of the permit plus a small fee for our permit expeditor service.

Shipping & Fuel Charge Provision

Due to current shipping and trucking volatility experienced nationwide, if there is an increase in the actual cost of shipping and/or trucking materials in excess of 5% subsequent to the making of this agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the Agreement to reflect the price increase and additional direct cost to the Contractor. Contractor will submit written documentation of the increased costs to Customer upon

Corporate Mailing Address:
C.I. Services, Inc.
23052 Alicia Parkway, #H374 Mission Viejo, California 92692
800-830-7888 Fax 866-305-6010 www.ciservicesinc.com
CA Lic. No. C39 and 46-701434 NV. No. C15-0069462

request; however, Customer acknowledges that any additional costs associated with shipping and/or trucking charges under this Agreement is the sole responsibility of Customer, and Contractor shall not be held liable or responsible for same.

Material Substitution Provision
In the event that any specified material or equipment becomes unavailable either temporarily or permanently after the contract is executed, provided that such availability is a result of factors beyond contractor's control, then in the event of temporary unavailability, the contract time shall be extended to reflect the duration of time that the contractor is delayed by the unavailability, and in the case of permanent unavailability, the contractor shall be excused from providing said material or equipment and allowed to provide an available substitute. To the extent an available substitute is provided by contractor under this provision, any increase in the cost between the originally specified material and equipment and the substitute shall be paid by the owner to the contractor.

NOTE: Repairs made by others or alterations to C.I. Services, Inc. repairs, repairs required due to acts of God, inclement or extreme weather conditions and any damage incurred through no fault of C.I. Services, Inc. - are all excluded from this warranty.

Any needed Electrical, Siding and Plumbing/Drains costs are NOT part of this proposal (unless specifically stated) and would be considered extra work if required. Contractor is not responsible for any plumbing or electrical lines that are fastened to the underside of the roof deck and not visible from the roof side.

CONDITIONS:
Contractor has no liability for damage done to the building's roof caused by other persons, property, events, or roof systems. Upon completion of the contractor's work, contractor's only obligation to purchaser shall be for work performed under the warranty obligation related to the contractor's work.

Contract shall have no liability whatsoever for any loss of the use of the building or any loss of income or any incidental or consequential damages resulting from the contract work, including all additions thereto. Contractor is not responsible for any environmental assessment or abatement including but not limited to the identification, and removal of asbestos or for any mold, fungus, mildew or other moisture related conditions occurring either prior or subsequent to the contract work and purchaser agrees to defend, indemnify and hold harmless contractor, its officers, directors and its employees against the same (the "indemnification"). Purchaser shall be responsible for disconnecting and reconnecting all utilities including, but not limited to, electrical, plumbing, gas, HVAC systems, communication systems, satellite dishes, and other equipment as required for the performance of the contract work.

CONTRACTOR BACKGROUND:
You need to feel secure about the contractor you are hiring. C.I. Services, Inc. has been in business over 30 years. We are an Approved Applicator by most major roofing systems. We have installed many thousands of square feet of single-ply, modified, built-up and roof restoration systems. We are very proud of our approvals and affiliations with the Manufacturing community. Bill Baley (Our Corporate President) is the former President and a Board Member of the WSRCA (Western States Roofing Contractors Association), an active Board Member of the NRCA (National Roofing Contractors Association) as well as an active Board member of the RCAC (Roofing Contractors Association of California). We bring our expertise to our customers and provide them with the best roofing service available in Southern California!

Please review this information and call me with any questions you may have. We are ready to begin this work upon your approval and material availability. Please get back to me and let me know if we can earn your business.

Thank you for this opportunity to serve you. Please visit our website at www.ciservicesinc.com.

Sincerely,

Art Jones
CIS

Corporate Mailing Address:
C.I. Services, Inc.
23052 Alicia Parkway, #H374 Mission Viejo, California 92692
800-830-7888 Fax 866-305-6010 www.ciservicesinc.com
CA Lic. No. C39 and 46-701434 NV. No. C15-0069462

COMMERCIAL ROOFING SYSTEMS, INC.

11735 GOLDRING RD., ARCADIA, CA 91006
(626) 359-5354 - Fax (626) 359-2654 – Lic. # 591222 B, C39, C43
DIR Reg. #1000000838

FAXED BID FORM

Estimator: Jorge Ponce | Contact No.: (626)359-5354

Project: Fire Station #3 | Bid Date: 04/4/24

Bid Time: 2:00 PM

Addenda Noted: 1 ☑ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

PLANS/SPECS -**YES**
FURNISH/INS -**YES**
MBE/WBE/DBE/(SBE)
LIABILITY / WC INSURANCE - **YES**

UNION - **YES**
PREV WAGE - **YES**
BOND RATE **1.5%**

Work Included:

Spec Sections: 075720

Description:	Amount:
Install Garland Roofing per Specs. To include Dura Walk System.	$121,196.00
Price includes prevailing wages. We are a union contractor and a certified Garland Installer.	

GRAND TOTAL: $121,196.00

EXCLUSIONS:

Wood nailers, wood crickets, wood replacement, any abatement, any allowance and any sheet metal not listed

ABOVE WORK TO COMPLETED ACCORDING TO INDUSTRY STANDARDS. CRS, INC. CARRIES COMMERCIAL GENERAL LIABILITY, WORKER'S COMPENSATION, AND AUTOBILE INSURANCE. THIS BID IS BASED ON THE CURRENT PRICE OF LABOR AND MATERIALS. IF NOT ACCEPTED WITHIN 30 DAYS FROM THE ABOVE DATE, CRS, INC. RESERVES THE RIGHT TO SUBMIT A NEW BID. CONTRACT TERMS ARE NET 30 DAYS. IF IT BECOMES NECESSARY TO SUE FOR PAYMENT, COST OF COURT AND REASONABLE ATTORNEY'S FEES TO BE PAID BY THE ADMINSTRATOR OR OWNER SIGNING CONTRACT.

Accepted: **By:** Jorge Ponce

Title: **Date:** **Title:** Project Estimator

METAL ROOF PANELS & ELASTOMERIC COATING BID PROPOSAL

Proposal For:	Estimating Department	**Proposal No:**	23-41293 23-41294
OWNER:	**City of Compton** **Nebraska Jones** **Miles Taylor - Garland**	**Phone:**	Miles – 310-367-7655
Email Address:	njones@comptoncity.org mtaylor@garlandind.com	**Fax:**	
Project:	**FIRE STATION # 1 & #3** **Roof and Decking Restoration**	**Date:**	*11-17-23*
Project Address:	Compton, CA		

Plans Dated: *None (Site Pics)* ***Addendums Noted: 1***

Pursuant to your request we are providing the following for your consideration. If you have any questions, you may call **Raymond Aguirre**'s cell phone at **310-365-2837** or contact via E-mail at **raguirre@bestcontracting.com**.

SCOPE OF WORK: FIRESTATION #1

SECTION 074100 – METAL ROOF PANELS

- Remove the existing roof system to the structural deck at main roof and remove the existing deck coating system to the structure to include HVAC curb
- Install approximately 10800 Square Feet of Standing Seam Metal
  Material: Garland - RMER Span 18" Wide 22ga Galv Prefin. Panels Standard Color (OFCI)
- Furnish and Install related accessories to include Clips, Edge trim, Rake trim, Ridge Trim and Foam Closure, Head Wall Trim and Counterflashing, Gutter and Downspout, Coping and Cleat @ Lower Deck, Counterflashing @ existing (OFCI Flats)
- Install HT Underlayment (OCFI)
- Furnish and Install ½" Densdeck CoverBoard – Mech Fastened
- BEST 2-year Workmanship Warranty

Fire Station #1 -Standing Seam Roof Scope Base Bid Price $448,134.00
Furnished and installed including labor, material and equipment required to complete the scope of work.

SCOPE OF WORK: FIRESTATION #1

SECTION 075720 – POLYURETHANE ELASTOMERIC COATING & WATERPROOFING

- Remove the existing deck coating system to the structure.
- Install Pedestrian Foot Traffic at Lower Deck – Approximately: 720sf

Material: Garland Dura Walk FC Primer, Dura Walk Base Coat WC, Dura Walk Top Coat WC (OFCI)
- Furnish and Install Sleepers for HVAC and Rubber Block for Piping and Conduits
- Seal Duct work
- BEST 5-year Workmanship Warranty

Fire Station #1 Foot Traffic Coating Scope Base Bid Price $58,403.00
Furnished and installed including labor, material and equipment required to complete the scope of work.

SCOPE OF WORK: FIRESTATION #3

SECTION 075720 – POLYURETHANE ELASTOMERIC COATING & WATERPROOFING

- Remove the existing deck coating system to the structure.
- Install Pedestrian Foot Traffic at Lower Deck – Approximately: 3400sf
  Material: Garland Dura Walk FC Primer, Dura Walk Base Coat WC, Dura Walk Top Coat WC (OFCI)
- Furnish and Install Sleepers for HVAC and Rubber Block for Piping and Conduits
- Seal Duct work
- BEST 5-year Workmanship Warranty

Fire Station #3 Scope Base Bid Price $140,120.00
Furnished and installed including labor, material and equipment required to complete the scope of work.

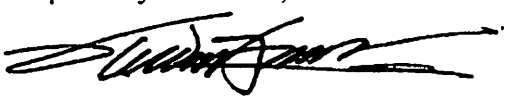
EXCLUSIONS:
- ☑ Metal, Concrete, and Wood/Plywood Deck
- ☑ Repair Decking
- ☑ all Wall Panels and it's entirety not specifically listed above scope of work
- ☑ BUR, EPDM, PVC, and accessories , Hot Rubber WP, Sheet Waterproofing
- ☑ Wall Substrate and Sheathing
- ☑ Unistrut, Metal Stud Wall, Roof Screen
- ☑ All General sheet metal not listed in the scope work
- ☑ Roof Accessories, Skylights, Solatubes, Vents
- ☑ Glazing, Metal Fabrications and Interior Metals
- ☑ All Expansion Joint Assembly
- ☑ All Carpentry as specified in scope work only.
- ☑ HVAC, Mechanical or Related Duct Work, Electrical and Plumbing (including drains).
- ☑ Protection of completed work from damage by other trades or construction traffic
- ☑ Payment and Performance Bond if required.....1% of Base Bid
- ☑ Permits, Inspection, Testing and Consultant costs and fees.
- ☑ Allowances
- ☑ **All other work not specifically stated under Scope of Work above**

The General Terms and Conditions attached hereto are expressly incorporated into this Proposal and will form the contract between the parties.

This Proposal is valid for 30 days from the date of the Proposal.

We appreciate the opportunity to submit you a bid. Should you have any questions, please don't hesitate to contact me at (310) 328-6969 ext. 266. I can also be reached on my cell phone at (310) 365-2837.

Respectfully Submitted,



Raymond Aguirre
Estimator
BEST Contracting Services, Inc.
#456263/A, B, C17, C39, C43
DIR# 1000000563 Exp. Date: 5/31/2024

Proposal No.: 23-24193/94

GENERAL TERMS & CONDITIONS

Acceptance of this proposal by General Contractor ("Contractor") shall constitute acceptance of all terms and conditions recited herein and shall supersede any conflicting term in any other past or future Contractor or Project document. Contractor's agreement herewith shall be evidenced by Contractor listing BEST Contracting Services, Inc. ("BEST") in its bid documents or by permitting BEST to commence work for the Project:

1. BEST shall be paid monthly progress payments on or before the 15th of each month for the value of work completed plus the amount of materials and equipment suitably stored on or off site. Final payment shall be due 30 days after the work described in the Proposal is substantially completed. BEST shall have the right to stop work if any payment is not timely made and BEST may keep the job idle until all payments due are received; in no such event shall BEST be liable for damages arising from delay in completion.
2. All sums not paid when due shall bear interest at the rate of 1 ½ % per month.
3. No back-charges by, or claim of, the Contractor for services performed by others shall be valid against BEST unless agreed to in writing by BEST before the work is performed.
4. Contractor is to prepare all work areas so as to be acceptable for BEST's work. BEST will not be called upon to start work until sufficient areas are ready to insure a continuous work sequence, which is what the Proposal price is based upon. There will be a charge of: $3,500 for each break in the continuous sequence of work due to Owner or Contractor's action(s) or direction. The Contractor shall furnish all temporary site facilities, including suitable storage space, temporary electrical, toilets and water, and security at no cost to BEST.
5. BEST shall be given reasonable time in which to make delivery of materials and/or labor to commence and complete its work. BEST shall not be responsible for delays or defaults where occasioned by causes of any kind and extent beyond its control, including but not limited to: delays caused by the Owner, Contractor, architect and/or engineers, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. BEST shall be entitled to an equitable adjustment in the subcontract amount for additional costs due to unanticipated Project delays or accelerations caused by others whose acts are not BEST's responsibility, as well as to time extensions for unavoidable delays. No liquidated damages may be assessed against BEST for more than the amount actually paid by the Contractor for unexcused delays to the extent actually solely caused and agreed to by BEST. Under no circumstances shall BEST be liable for consequential or indirect damages of any type, or damages for delay in completion of the Project.
6. BEST's work is guaranteed for a period of one year from the date of substantial completion or beneficial use, whichever is earlier. The exclusive remedy shall be that BEST, shall replace or repair any part of its work, which is found to be defective. BEST shall not be responsible for damage or defect caused by third parties, follow-on contractors, abuse, modifications, improper or insufficient maintenance, improper operation or normal wear, tear and usage.
7. Work called for herein is to be performed during BEST's regular working hours. All work performed outside of such hours shall be the basis for a change order, charged at BEST's prevailing overtime rates. The mark-up for profit and overhead for all change orders shall be at least twenty-five percent.
8. BEST will indemnify and hold harmless the Contractor from damages only to the extent such damages are caused by the sole negligent act or omission of BEST.
9. In the event of a price increase of material, supplies, equipment, or energy greater than five percent occurring between the date of this Proposal and the first day of performance of the specific work affected by the price increase, through no fault of BEST, the amount owed to BEST shall be equitably adjusted by change order(s) to reflect those price increase(s). BEST shall be entitled to such escalation costs regardless of Contractor being able to pass those costs through to the Owner.
10. BEST shall not be held responsible if the design or structure of the roof deck being roofed does not conform to the requirements of the UBC or other code requirements, with resulting standing or ponding water.
11. Should BEST be required to raise pipes, conduit, air conditioning units, duct work or other roof mounted equipment (collectively "roof top items") to roof under them, BEST will endeavor to handle these items with care, however, BEST will not accept any liability for damage to any these roof top items which are handled during normal roofing activity.
12. Contractor shall be responsible to compensate BEST for any increase made in the state or local sales tax rate that was not in effect at the time of bid and not reflected in the bid documents.

13. Due to the recent volatility in material prices, the price(s) stated in this proposal is/are valid only for contracts accepted and executed within 30 days of the date of this proposal.

14. NOTE that some of the materials and products specified to be used and installed in the construction of this project are, or may later become, unavailable, significantly delayed in shipment and/or subject to price increases due to circumstances beyond our control, including the current national and industry-wide materials shortage crisis, as well as the COVID-19 pandemic. With respect to material delivery, we can make no guarantees as to whether material lead times and delivery will accommodate the Project Schedule. Note that the actual lead time and delivery dates can only be provided by and confirmed by the material manufacturer. If a specified product is unavailable or shipment is or will be delayed, we will provide notice to you and shall be afforded a time extension on the project schedule, and substitute products, if available, may be considered.

15. If there is an increase in the actual cost of the labor or materials charged to us in excess of 5% subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to us. We will submit written documentation of the increased charges to you upon request. As an additional remedy, if the actual cost of any line item increases more than 10% subsequent to the making of this Agreement, we, at our sole discretion, may terminate the contract for convenience, without consequence.

END OF DOCUMENT

#11952

TECHCOAT CONTRACTORS INC.
LICENSE NO. 568738

November 22, 2023
EMAIL QUOTE

Ms. Nebraska Jones
COMPTON FIRE DEPT. STATION #1
201 S Acacia Ave
Compton, CA 90220
EMAIL: njones@comptoncity.org
CC: mtaylor@garlandind.com

Subject: Proposal for labor to remove the existing wood deck and roof material and install a new Pedestrian coating system on the COMPTON FIRE STATION #1.

Dear Ms. Jones:

Per your request, we are pleased to furnish you with this proposal for the work described above. I examined this area with Miles Taylor from The Garland Company and we understand the conditions and their requirements. The area totals approximately 770 square feet.

General Scope of Work:

Compton Fire Station #1:

- Remove existing wood deck and roof materials to the structural deck.
- Tape all wood joints.
- Demo and dispose of all trash.
- Prepare all substrates and coating terminations to Garland's satisfaction.
- Apply Garland Dura walk pedestrian coating system to the entire area.

The substrate consists of an existing roof material which must be mechanically removed prior to the installation of the new pedestrian coating system. Removal will be achieved utilizing pneumatic scrappers, the removed material will be disposed of in a dumpster which TECHCOAT will provide, and located on site.

After removal, Compton Fire Station #1 will provide the Dura Walk Pedestrian Coating System materials, which TECHCOAT will install in accordance with the manufacturer's instructions.

PRICE: $33,500.00 Lump Sum Total

This price includes all labor, equipment and supplies, and supervision. The price is based on current prevailing wage rates. Please add $2,600.00 for the cost of the bond. The price is subject to change after 30 days. The price assumes no unforeseen conditions will arise at start of work or during surface preparation that will require additional labor and/or materials, or the work of other trades, to correct. All work will be guaranteed for five years in accordance with our Standard Guarantee. Our terms are net 30 days after completion. We are estimating approximately 7-8 consecutive days during a regular weekday work schedule to complete this project.

Thank you for this opportunity to be of service. We look forward to completing this work for you in the near future.

Very truly yours,
TECHCOAT CONTRACTORS, INC.
Abel Partida
Executive Vice President

AP/mo

C.I. Services, Inc.
ROOFING / WATERPROOFING / SOLAR
Your Water Intrusion Specialists Since 1992

Commercial· Industrial· Residential

Nebraska Jones
City of Compton
Public Works Department
205 South Willowbrook Ave
Compton, CA 90220
njones@comptoncity.org

02-21-202423

RE: Roof work needed on "City of Compton Fire Station

Dear Nebraska,

As requested, we are providing the budget numbers for the roofing system Work as requested for the Fire Station #1 Compton, Ca.

Our Budgets is based on the requested work descriptions as listed here.

SCOPE OF WORK:

Fire Station #1

- Pedestrian Coating System – 075720

EXCLUSIONS:

This proposal does NOT include any of the following:

- Sheet metal details or fabrication other than those items listed above
- Setting of A/C curbs or A/C curb securement to roof deck
- Structural deck cutting and or infill
- Electrical work
- Plumbing work
- Carpentry work
- Structural work
- Waterproofing work other than that listed above
- Mechanical work
- Tear-off or disposal work
- Permits
- Safety barriers
-

PROJECT COSTS: 075720 Fire Station #1
Total cost for this roofing work as described above will be: .....$ 40,468.00

PAYMENT SCHEDULE
This work will require the following payment schedule to be adhered to by owner/purchaser. Payment for all work is due upon completion of work and receipt of invoice.

Payment Terms:
100% Due Upon within 10 days of Completion of CIS Work

Late Payment: A finance charge of 1 ½% per month (18% per annum) will be charged on all past due accounts. All collections costs and fees, attorney fees, court costs, lien costs, or any other cost or expense incurred in the collection of past due accounts shall be paid by the purchaser. A lien will be filed on all jobs where payment is past due or where protection of lien rights may be required.

The Roofing Industry has experienced unprecedented material shortages and price increases in 2021 and 2022 and material costs remain extremely volatile. We will do what we can to keep this pricing for as long as possible, but we are already aware of multiple price increases set to go into effect throughout 2022.

Price Acceleration Provision
If there is an increase in the actual cost of the labor or materials charged to the contractor subsequent to making this agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to the contractor. Contractor will submit written documentation of the increased charges to the Owner upon request. As an additional remedy, if the actual cost of any line item increases by more than 10% subsequent to the making of this Agreement, Contractor, at its sole discretion, may terminate the contract for convenience.

Permits are not included and are considered a Pass-Through expense, if required by the Owner or City. CI Services can provide a roofing permit for above work, but it would be a pass-through expense for the actual cost of the permit plus a small fee for our permit expeditor service.
Shipping & Fuel Charge Provision

Due to current shipping and trucking volatility experienced nationwide, if there is an increase in the actual cost of shipping and/or trucking materials in excess of 5% subsequent to the making of this agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the Agreement to reflect the price increase and additional direct cost to the Contractor. Contractor will submit written documentation of the increased costs to Customer upon request; however, Customer acknowledges that any additional costs associated with shipping and/or trucking charges under this Agreement is the sole responsibility of Customer, and Contractor shall not be held liable or responsible for same.

Material Substitution Provision
In the event that any specified material or equipment becomes unavailable either temporarily or permanently after the contract is executed, provided that such availability is a result of factors beyond contractor's control, then in the event of temporary unavailability, the contract time shall be extended to reflect the duration of time that the contractor is delayed by the unavailability, and in the case of permanent unavailability, the contractor shall be excused from providing said material or equipment and allowed to provide an available substitute. To the extent an available substitute is provided by contractor under this provision, any increase in the cost between the originally specified material and equipment and the substitute shall be paid by the owner to the contractor.

NOTE: Repairs made by others or alterations to C.I. Services, Inc. repairs, repairs required due to acts of God, inclement or extreme weather conditions and any damage incurred through no fault of C.I. Services, Inc. - are all excluded from this warranty.

Any needed Electrical, Siding and Plumbing/Drains costs are NOT part of this proposal (unless specifically stated) and would be considered extra work if required. Contractor is not responsible for any plumbing or electrical lines that are fastened to the underside of the roof deck and not visible from the roof side.

CONDITIONS:
Contractor has no liability for damage done to the building's roof caused by other persons, property, events, or roof systems. Upon completion of the contractor's work, contractor's only obligation to purchaser shall be for work performed under the warranty obligation related to the contractor's work.

Contract shall have no liability whatsoever for any loss of the use of the building or any loss of income or any incidental or consequential damages resulting from the contract work, including all additions thereto. Contractor is not responsible for any environmental assessment or abatement including but not limited to the identification, and removal of asbestos or for any mold, fungus, mildew or other moisture related conditions occurring either prior or subsequent to the contract work and purchaser

agrees to defend, indemnify and hold harmless contractor, its officers, directors and its employees against the same (the "indemnification"). Purchaser shall be responsible for disconnecting and reconnecting all utilities including, but not limited to, electrical, plumbing, gas, HVAC systems, communication systems, satellite dishes, and other equipment as required for the performance of the contract work.

CONTRACTOR BACKGROUND:
You need to feel secure about the contractor you are hiring. C.I. Services, Inc. has been in business over 30 years. We are an Approved Applicator by most major roofing systems. We have installed many thousands of square feet of single-ply, modified, built-up and roof restoration systems. We are very proud of our approvals and affiliations with the Manufacturing community. Bill Baley (Our Corporate President) is the former President and a Board Member of the WSRCA (Western States Roofing Contractors Association), an active Board Member of the NRCA (National Roofing Contractors Association) as well as an active Board member of the RCAC (Roofing Contractors Association of California). We bring our expertise to our customers and provide them with the best roofing service available in Southern California!

Please review this information and call me with any questions you may have. We are ready to begin this work upon your approval and material availability. Please get back to me and let me know if we can earn your business.

Thank you for this opportunity to serve you. Please visit our website at www.ciservicesinc.com.

Sincerely,

Art Jones
CIS

Corporate Mailing Address:
C.I. Services, Inc.
23052 Alicia Parkway, #H374 Mission Viejo, California 92692
800-830-7888 Fax 866-305-6010 www.ciservicesinc.com
CA Lic. No. C39 and 46-701434 NV. No. C15-0069462

METAL ROOF PANELS & ELASTOMERIC COATING BID PROPOSAL

Proposal For:	Estimating Department	**Proposal No:**	23-41293 23-41294
OWNER:	**City of Compton** **Nebraska Jones** **Miles Taylor - Garland**	**Phone:**	Miles – 310-367-7655
Email Address:	njones@comptoncity.org mtaylor@garlandind.com	**Fax:**	
Project:	**FIRE STATION # 1 & #3** **Roof and Decking Restoration**	**Date:**	*11-17-23*
Project Address:	Compton, CA		

Plans Dated: *None (Site Pics)* ***Addendums Noted: 1***

Pursuant to your request we are providing the following for your consideration. If you have any questions, you may call **Raymond Aguirre**'s cell phone at **310-365-2837** or contact via E-mail at **raguirre@bestcontracting.com**.

SCOPE OF WORK: FIRESTATION #1

SECTION 074100 – METAL ROOF PANELS

- Remove the existing roof system to the structural deck at main roof and remove the existing deck coating system to the structure to include HVAC curb
- Install approximately 10800 Square Feet of Standing Seam Metal
  Material: Garland - RMER Span 18" Wide 22ga Galv Prefin. Panels Standard Color (OFCI)
- Furnish and Install related accessories to include Clips, Edge trim, Rake trim, Ridge Trim and Foam Closure, Head Wall Trim and Counterflashing, Gutter and Downspout, Coping and Cleat @ Lower Deck, Counterflashing @ existing (OFCI Flats)
- Install HT Underlayment (OCFI)
- Furnish and Install ½" Densdeck CoverBoard – Mech Fastened
- BEST 2-year Workmanship Warranty

Fire Station #1 -Standing Seam Roof Scope Base Bid Price $448,134.00
Furnished and installed including labor, material and equipment required to complete the scope of work.

SCOPE OF WORK: FIRESTATION #1

SECTION 075720 – POLYURETHANE ELASTOMERIC COATING & WATERPROOFING

- Remove the existing deck coating system to the structure.
- Install Pedestrian Foot Traffic at Lower Deck – Approximately: 720sf

Material: Garland Dura Walk FC Primer, Dura Walk Base Coat WC, Dura Walk Top Coat WC (OFCI)
- Furnish and Install Sleepers for HVAC and Rubber Block for Piping and Conduits
- Seal Duct work
- BEST 5-year Workmanship Warranty

Fire Station #1 Foot Traffic Coating Scope Base Bid Price $58,403.00
Furnished and installed including labor, material and equipment required to complete the scope of work.

SCOPE OF WORK: FIRESTATION #3

SECTION 075720 – POLYURETHANE ELASTOMERIC COATING & WATERPROOFING

- Remove the existing deck coating system to the structure.
- Install Pedestrian Foot Traffic at Lower Deck – Approximately: 3400sf
  Material: Garland Dura Walk FC Primer, Dura Walk Base Coat WC, Dura Walk Top Coat WC (OFCI)
- Furnish and Install Sleepers for HVAC and Rubber Block for Piping and Conduits
- Seal Duct work
- BEST 5-year Workmanship Warranty

Fire Station #3 Scope Base Bid Price $140,120.00
Furnished and installed including labor, material and equipment required to complete the scope of work.

EXCLUSIONS:
- ☑ Metal, Concrete, and Wood/Plywood Deck
- ☑ Repair Decking
- ☑ all Wall Panels and it's entirety not specifically listed above scope of work
- ☑ BUR, EPDM, PVC, and accessories , Hot Rubber WP, Sheet Waterproofing
- ☑ Wall Substrate and Sheathing
- ☑ Unistrut, Metal Stud Wall, Roof Screen
- ☑ All General sheet metal not listed in the scope work
- ☑ Roof Accessories, Skylights, Solatubes, Vents
- ☑ Glazing, Metal Fabrications and Interior Metals
- ☑ All Expansion Joint Assembly
- ☑ All Carpentry as specified in scope work only.
- ☑ HVAC, Mechanical or Related Duct Work, Electrical and Plumbing (including drains).
- ☑ Protection of completed work from damage by other trades or construction traffic
- ☑ Payment and Performance Bond if required.....1% of Base Bid
- ☑ Permits, Inspection, Testing and Consultant costs and fees.
- ☑ Allowances
- ☑ **All other work not specifically stated under Scope of Work above**

The General Terms and Conditions attached hereto are expressly incorporated into this Proposal and will form the contract between the parties.

This Proposal is valid for 30 days from the date of the Proposal.

We appreciate the opportunity to submit you a bid. Should you have any questions, please don't hesitate to contact me at (310) 328-6969 ext. 266. I can also be reached on my cell phone at (310) 365-2837.

Respectfully Submitted,

Raymond Aguirre
Estimator
BEST Contracting Services, Inc.
#456263/A, B, C17, C39, C43
DIR# 1000000563 Exp. Date: 5/31/2024

Proposal No.: 23-24193/94

GENERAL TERMS & CONDITIONS

Acceptance of this proposal by General Contractor ("Contractor") shall constitute acceptance of all terms and conditions recited herein and shall supersede any conflicting term in any other past or future Contractor or Project document. Contractor's agreement herewith shall be evidenced by Contractor listing BEST Contracting Services, Inc. ("BEST") in its bid documents or by permitting BEST to commence work for the Project:

1. BEST shall be paid monthly progress payments on or before the 15th of each month for the value of work completed plus the amount of materials and equipment suitably stored on or off site. Final payment shall be due 30 days after the work described in the Proposal is substantially completed. BEST shall have the right to stop work if any payment is not timely made and BEST may keep the job idle until all payments due are received; in no such event shall BEST be liable for damages arising from delay in completion.
2. All sums not paid when due shall bear interest at the rate of 1 ½ % per month.
3. No back-charges by, or claim of, the Contractor for services performed by others shall be valid against BEST unless agreed to in writing by BEST before the work is performed.
4. Contractor is to prepare all work areas so as to be acceptable for BEST's work. BEST will not be called upon to start work until sufficient areas are ready to insure a continuous work sequence, which is what the Proposal price is based upon. There will be a charge of: $3,500 for each break in the continuous sequence of work due to Owner or Contractor's action(s) or direction. The Contractor shall furnish all temporary site facilities, including suitable storage space, temporary electrical, toilets and water, and security at no cost to BEST.
5. BEST shall be given reasonable time in which to make delivery of materials and/or labor to commence and complete its work. BEST shall not be responsible for delays or defaults where occasioned by causes of any kind and extent beyond its control, including but not limited to: delays caused by the Owner, Contractor, architect and/or engineers, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. BEST shall be entitled to an equitable adjustment in the subcontract amount for additional costs due to unanticipated Project delays or accelerations caused by others whose acts are not BEST's responsibility, as well as to time extensions for unavoidable delays. No liquidated damages may be assessed against BEST for more than the amount actually paid by the Contractor for unexcused delays to the extent actually solely caused and agreed to by BEST. Under no circumstances shall BEST be liable for consequential or indirect damages of any type, or damages for delay in completion of the Project.
6. BEST's work is guaranteed for a period of one year from the date of substantial completion or beneficial use, whichever is earlier. The exclusive remedy shall be that BEST, shall replace or repair any part of its work, which is found to be defective. BEST shall not be responsible for damage or defect caused by third parties, follow-on contractors, abuse, modifications, improper or insufficient maintenance, improper operation or normal wear, tear and usage.
7. Work called for herein is to be performed during BEST's regular working hours. All work performed outside of such hours shall be the basis for a change order, charged at BEST's prevailing overtime rates. The mark-up for profit and overhead for all change orders shall be at least twenty-five percent.
8. BEST will indemnify and hold harmless the Contractor from damages only to the extent such damages are caused by the sole negligent act or omission of BEST.
9. In the event of a price increase of material, supplies, equipment, or energy greater than five percent occurring between the date of this Proposal and the first day of performance of the specific work affected by the price increase, through no fault of BEST, the amount owed to BEST shall be equitably adjusted by change order(s) to reflect those price increase(s). BEST shall be entitled to such escalation costs regardless of Contractor being able to pass those costs through to the Owner.
10. BEST shall not be held responsible if the design or structure of the roof deck being roofed does not conform to the requirements of the UBC or other code requirements, with resulting standing or ponding water.
11. Should BEST be required to raise pipes, conduit, air conditioning units, duct work or other roof mounted equipment (collectively "roof top items") to roof under them, BEST will endeavor to handle these items with care, however, BEST will not accept any liability for damage to any these roof top items which are handled during normal roofing activity.
12. Contractor shall be responsible to compensate BEST for any increase made in the state or local sales tax rate that was not in effect at the time of bid and not reflected in the bid documents.

13. Due to the recent volatility in material prices, the price(s) stated in this proposal is/are valid only for contracts accepted and executed within 30 days of the date of this proposal.

14. NOTE that some of the materials and products specified to be used and installed in the construction of this project are, or may later become, unavailable, significantly delayed in shipment and/or subject to price increases due to circumstances beyond our control, including the current national and industry-wide materials shortage crisis, as well as the COVID-19 pandemic. With respect to material delivery, we can make no guarantees as to whether material lead times and delivery will accommodate the Project Schedule. Note that the actual lead time and delivery dates can only be provided by and confirmed by the material manufacturer. If a specified product is unavailable or shipment is or will be delayed, we will provide notice to you and shall be afforded a time extension on the project schedule, and substitute products, if available, may be considered.

15. If there is an increase in the actual cost of the labor or materials charged to us in excess of 5% subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to us. We will submit written documentation of the increased charges to you upon request. As an additional remedy, if the actual cost of any line item increases more than 10% subsequent to the making of this Agreement, we, at our sole discretion, may terminate the contract for convenience, without consequence.

END OF DOCUMENT

COMMERCIAL ROOFING SYSTEMS, INC.

11735 GOLDRING RD., ARCADIA, CA 91006
(626) 359-5354 - Fax (626) 359-2654 – Lic. # 591222 B, C39, C43
DIR Reg. #1000000838

FAXED BID FORM

Estimator: Jorge Ponce
Contact No.: (626)359-5354

Project: Fire Station #1
Bid Date: 03/4/2024

Bid Time: 2:00 PM

Addenda Noted: 1 ☑ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

PLANS/SPECS -**YES**
FURNISH/INS -**YES**
MBE/WBE/DBE/(SBE)
LIABILITY / WC INSURANCE - **YES**

UNION - **YES**
PREV WAGE - **YES**
BOND RATE **1.5%**

Work Included:

Spec Sections: 074100,075720

Description:	Amount:
Install Garland Roofing per Specs. To include Dura Walk System. Price includes prevailing wages. We are a union contractor and a certified Garland Installer.	Traffic coating: $93,739.00

GRAND TOTAL: $93,739.00

EXCLUSIONS:

Wood nailers, wood crickets, wood replacement, any abatement, any allowance and any sheet metal not listed

ABOVE WORK TO COMPLETED ACCORDING TO INDUSTRY STANDARDS. CRS, INC. CARRIES COMMERCIAL GENERAL LIABILITY, WORKER'S COMPENSATION, AND AUTOBILE INSURANCE. THIS BID IS BASED ON THE CURRENT PRICE OF LABOR AND MATERIALS. IF NOT ACCEPTED WITHIN 30 DAYS FROM THE ABOVE DATE, CRS, INC. RESERVES THE RIGHT TO SUBMIT A NEW BID. CONTRACT TERMS ARE NET 30 DAYS. IF IT BECOMES NECESSARY TO SUE FOR PAYMENT, COST OF COURT AND REASONABLE ATTORNEY'S FEES TO BE PAID BY THE ADMINSTRATOR OR OWNER SIGNING CONTRACT.

Accepted: **By:** Jorge Ponce

Title: **Date:** **Title:** Project Estimator

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 568738

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 3/12/2024 11:56:00 AM

Business Information

TECHCOAT CONTRACTORS INC
15720 GARFIELD AVENUE
PARAMOUNT, CA 90723
Business Phone Number:(562) 529-5700

Entity Corporation
Issue Date 05/19/1989
Expire Date **05/31/2025**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-61 / D12 - SYNTHETIC PRODUCTS

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: 9019525
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual DANNY THOMAS RENNISON certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 07/08/2015

Workers' Compensation

This license has workers compensation insurance with the FALLS LAKE FIRE AND CASUALTY COMPANY
Policy Number:FLA00506606
Effective Date: 04/01/2023
Expire Date: 04/01/2024
Workers' Compensation History

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

Copyright © 2024 State of California

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 568738

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 3/12/2024 11:56:00 AM

Business Information

TECHCOAT CONTRACTORS INC
15720 GARFIELD AVENUE
PARAMOUNT, CA 90723
Business Phone Number:(562) 529-5700

Entity Corporation
Issue Date 05/19/1989
Expire Date **05/31/2025**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-61 / D12 - SYNTHETIC PRODUCTS

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: 9019525
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual DANNY THOMAS RENNISON certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 07/08/2015

Workers' Compensation

This license has workers compensation insurance with the FALLS LAKE FIRE AND CASUALTY COMPANY
Policy Number:FLA00506606
Effective Date: 04/01/2023
Expire Date: 04/01/2024
Workers' Compensation History

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

Copyright © 2024 State of California

April 2, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **GENERAL SERVICES DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RISHER SUTHERLAND, INC. DBA UNITED CONTRACTORS, INC. AND ESTABLISH A PURCHASE ORDER FOR THE ROOF REPLACEMENT OF FIRE STATION 1 ($328,900.00)**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into an agreement and establish a purchase order to Risher Sutherland, Inc. DBA United Contractors, Inc. in the amount of **Two Hundred, Eighty-Six Thousand Dollars and Zero Cents ($286,000.00)** for the roof replacement of Fire Station 1 located at 201 South Acacia Avenue, Compton, CA 90220 and authorize a 15% contingency in the amount of **Forty-Two Thousand Nine Hundred Dollars and Zero Cents ($42,900.00).**

BACKGROUND

The City of Compton owns certain real property located at 201 South Acacia Avenue, Compton, CA 90220 **[Fire Station 1]**, currently occupied by Fire Department personnel.

The building's aging roof has shown significant signs of failure. Facility maintenance workers are being called upon to perform more repairs to problem areas on the roof; however, despite staff efforts, water continues to leak inside the building.

On January 12, 2024, City of Compton staff, The Garland Company, and a state-licensed roofing contractor inspected and evaluated the recommended repairs to the roof. After reviewing the condition of the roof and the damage caused by recent rain storms, staff agreed that any temporary repair to the roof may be the quickest solution but not the most efficient.

STATEMENT OF THE ISSUE

The current roofing system at Fire Station 1 leaks during certain weather conditions and needs to be replaced for the safety of Fire Department personnel and visitors. Replacing the roof is crucial to prevent mold for several reasons:

- **Water Leakage Prevention:** A deteriorating roof can develop leaks, allowing water to seep into the structure of the building. Moisture from leaks can promote

mold growth in various areas of the building, including walls, ceilings, and insulation.

- **Mold Growth Prevention:** Mold thrives in damp environments, and a leaking roof provides the ideal conditions for mold spores to proliferate. By replacing a damaged roof, you eliminate the source of moisture that facilitates mold growth.

- **Health Concerns:** Mold can pose significant health risks, especially for individuals with respiratory issues, allergies, or compromised immune systems. Mold spores can become airborne and circulate throughout the building, potentially causing respiratory problems and allergic reactions.

- **Structural Integrity:** Prolonged exposure to moisture from a leaking roof can weaken the structural integrity of the building. Mold can also cause damage to building materials such as wood, drywall, and insulation, leading to costly repairs or even structural failure over time.

- **Property Value:** A well-maintained roof is essential for preserving the value of a property. Potential buyers are often wary of properties with existing roof issues or a history of water damage and mold growth. By replacing a damaged roof, you enhance the curb appeal and marketability of the property.

The maintenance staff had previously sealed the specific areas of the roof, and the temporary solution worked until the heavy rain in late 2022 and early 2023. On March 22, 2023, the Fire Department hired ServPro of Downey to provide mold remediation to Fire Station 1 due to water intrusion caused by the deteriorating roof. Mold was mitigated in the gym, kitchen, and restroom. This issue has caused concerns from fire personnel, management, and the citizens of Compton.

Staff worked with The Garland Company and state-licensed roofing contractors to prepare a recommendation to rehabilitate the entire roof rather than patching or adding additional layers. To ensure the city received the most cost-effective delivery method for roofing materials, the roofing project was split into two phases:

Phase 1: Purchase of Roofing Materials
Phase 2: Construction Project

The Garland Company provided a proposal for the purchase of the construction material through the State of California Multiple Awards Schedule Unit (CMAS) cooperative agreement. On January 16, 2024, the Mayor and Council authorized Resolution Number 25, 967 to purchase the roofing material through The Garland Company for the first phase of this project.

The City explored options with various cooperative agreements to secure a contractor for the construction portion of the project and go out for a traditional bid; however, due to the recent rain storms, this method would cause additional delays and potentially create a health and safety hazard.

The maintenance team worked with The Garland Company and various vendors to request quotes for the roofing project. The following contractors submitted quotes:

CONTRACTOR	**AMOUNT**
Risher Sutherland DBA United Contractors, Inc.	$286,000.00
CI Services, Inc.	$356,000.00
Exclusive Metal, Inc.	$365,635.00
Commercial Roofing Systems, Inc.	$399,398.00
Best Contracting Services, Inc.	$448,134.00

The staff has reviewed the quotes and has determined that United Contractors, Inc. is the most responsible, cost-effective, and suitable vendor for this project. United Contractors, Inc. is a quality and state-certified roofing contractor that has completed projects with various government agencies. Staff has requested a project timeline and the contractor anticipates a construction start date in May 2024, however, this date is based on securing all necessary materials, contract execution, bonds, and insurance upon Mayor and City Council authorization.

The roof replacement for Fire Station I is critical to preserving the safety of staff and visitors and preventing further damage to the building. Staff is requesting that this item be approved as an emergency measure immediately necessary for the preservation of the public's 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 constitution such urgency.*

In addition to the emergency request for repair, the President of the **United** States signed the American Rescue Plan Act (ARPA) on March 11, 2021. The legislation provides $1.9 trillion in funding to address the economic impacts of the Coronavirus (COVID-19) pandemic, which included $350 billion in federal fiscal recovery aid to state and local governments. The City of Compton received approximately $34 million in aid as a result of the ARPA.

The General Services Department was allocated $7,096,308.00 of ARPA funding under the Capital Improvement FY 2023-2024 Adjusted Budget. The funds must be obligated by December 31, 2024, and expended by December 31, 2026.

ALTERNATIVE

The alternatives to approving this construction contract award are:

1. Advertise the project, requesting sealed bid proposals. Taking this route would delay the project by several months, and given the current market environment, would likely result in increased costs.

Staff does not recommend this option as delaying the roofing project can create a health and safety hazard for Fire Department personnel.

FISCAL IMPACT

Funds in the amount not to exceed **Three Hundred Twenty-Eight Thousand Nine Hundred Dollars and Zero Cents ($328,900.00)** for this expenditure are available in the FY 2023-2024 Budget in Account No. 2810-64-GEN-4300 Capital Improvement – American Rescue Funds (ARPA)

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution as ARPA funds must be obligated by December 31, 2024, and funding must be expended by December 31, 2026.

NEBRASKA JONES
DIRECTOR OF GENERAL SERVICES

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 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RISHER SUTHERLAND, INC. DBA UNITED CONTRACTORS, INC. AND ESTABLISH A PURCHASE ORDER FOR THE ROOF REPLACEMENT OF FIRE STATION 1 ($328,900.00)

WHEREAS, the City of Compton owns certain real property located at 201 South Acacia Avenue, Compton, CA 90220 [Fire Station 1], currently occupied by Fire Department personnel; and

WHEREAS, the General Services Department is responsible for maintaining the City's administrative buildings, parks, fire stations, service yards, and leased properties; and

WHEREAS, the building's aging roof has shown significant signs of failure; and

WHEREAS, facility maintenance workers sealed specific areas of the roof; however, despite staff efforts, water continues to leak inside the building; and

WHEREAS, on March 22, 2024, the Fire Department hired ServPro of Downey to provide mold remediation to Fire Station 1 due to water intrusion caused by the deteriorating roof; and

WHEREAS, mold was mitigated in the gym kitchen, and restroom areas of Fire Station 1 and this issue has caused concerns from personnel, management and the Citizens of Compton; and

WHEREAS, repairing the roof will prevent moisture from entering the building and prevent significant health risks that can be caused by potential mold exposure; and

WHEREAS, On November 3, 2023, City of Compton staff, The Garland Company, and state-licensed roofing contractors inspected and evaluated the recommended repairs to Fire Station 1; and

WHEREAS, The Garland Company was awarded a multi-year contract by the State of California Multiple Award Schedules Unit (CMAS) to provide general building and construction materials to members throughout California; and

WHEREAS, to ensure the city is receiving the most cost-effective delivery method for roofing materials, this roofing project was split into two portions: the purchase of roofing materials and the construction project; and

WHEREAS, on January 16, 2024, the Mayor and City Council approved the purchase of roofing material for the first phase of the project, through the State of California Multiple Awards Schedule Unit (CMAS) cooperative agreement with The Garland Company; and

WHEREAS, the City explored options with various cooperative agreements to secure a contractor for the construction portion of the project or go out for a traditional bid; however, due to the recent rain storms, this method would cause additional delays and potentially create a health and safety hazard; and

WHEREAS, the maintenance team worked with The Garland Company and various vendors to request quotes for the roofing project; and

WHEREAS, bids were provided by Risher Sutherland, Inc. DBA United Contractors, Inc., CI Services, Inc., Exclusive Metal, Inc, Commercial Roofing Systems, Inc., Best Contracting Services, Inc.; and

CONTRACTOR	**AMOUNT**
Risher Sutherland DBA United Contractors, Inc.	$286,000.00
CI Services, Inc.	$356,000.00
Exclusive Metal, Inc.	$365,635.00
Commercial Roofing Systems, Inc.	$399,398.00
Best Contracting Services, Inc.	$448,134.00

WHEREAS, staff has evaluated the proposals and determined that United Contractors, Inc. is the most cost cost-effective and most responsible vendor for this project; and

WHEREAS, the roof replacement for Fire Station I is critical to preserving the safety of staff and visitors and preventing further damage to the building; and

WHEREAS, staff is requesting that this item be approved as an emergency measure immediately necessary for the preservation of the public's 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, on March 11, 2021, the President of the United States signed the American Rescue Plan Act (ARPA) of 2021, and the City of Compton received approximately $34 million in aid as a result of the ARPA; and

WHEREAS, the General Services Department was allocated $7,096,308.00 of ARPA funding under the Capital Improvement FY 2023-2024 Adjusted Budget; these funds must be obligated by December 31, 2024, and expended by December 31, 2026; and

WHEREAS, funds for Fiscal Year 2023-2024 in the amount of Three Hundred Eight Thousand Nine Hundred Dollars and Zero Cents ($328,900.00) are available in the 2023-2024 Fiscal Year budget in the following Account Number:

Account No.	**Fund**	**Description**	**Amount**
2810-640-GEN-4300	ARPA Funds	Construction Project	$286,000.00
2810-640-GEN-4300	ARPA Funds	15% Contingency	$42,900.00

WHEREAS, staff is requesting the ability to efficiently manage this demand by requesting to issue purchase orders for the construction project and fifteen percent (15%) contingency to United Contractors, Inc. in the amount not to exceed Three Hundred Twenty-Eight Thousand Nine Hundred Dollars and Zero Cents ($328,900.00).

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 enter into an agreement, on the advice and approval of the City Attorney, with Risher Sutherland, Inc. DBA United Contractors, Inc. for the roof replacement of Fire Station I.

SECTIOIN 2. That the City Manager is hereby authorized to establish a purchase order to the Risher Sutherland DBA United Contractors, Inc. in the amount not to exceed Two Hundred, Eighty Six Thousand Dollars and Zero Cents ($286,000.00) from Account Number 2810-640-GEN-4300.

SECTION 3. That a fifteen percent (15%) contingency in the amount of Forty-Two Thousand Nine Hundred Dollars and Zero Cents ($42,900.00) is hereby authorized.

SECTION 4. That funds in the amount not to exceed Three Hundred Twenty-Eight Thousand Nine Hundred Dollars and Zero Cents ($328,900.00) are available in the 2023-2024 Fiscal Year budget in Account Number 2810-640-GEN-4300.

SECTION 5. 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 6. 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

INSTALLATION AGREEMENT BETWEEN
CITY OF COMPTON AND
RISHER SUTHERLAND, INC. DBA UNITED CONTRACTORS, 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 **RISHER SUTHERLAND, INC. DBA UNITED CONTRACTORS, INC.** (hereinafter referred to as **"CONTRACTOR"**) located at 334 West Oak Street, San Bernardino, CA 92401 (each a "Party" and collectively, the "Parties").

RECITALS

A. City does not have available personnel specifically trained and experienced to perform the services required and require the professional services of a contractor trained, certified and experienced to install roofing materials located at **201 South Acacia Avenue, Compton, CA 90220 [Fire Station 1],** building to enhance 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 _____ 2024, the City Council gave approval to award a contract to the Contractor for the roof replacement located at 201 South Acacia Avenue, **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 for 201 South Acacia Avenue, Compton, CA 90221.

More specifically, Contractor shall perform the following scope of services provided by:

Scope of Work:
Labor, material, and applicable taxes necessary to install: Owner-supplied Garland standing seam metal roofing panels over existing asphalt shingle roof. United Contractors will furnish and install sheet metal gutters, trims, crickets, and sheet metal caps with owner-supplied flat sheet, demolish existing asphalt shingle roofing, and install owner-supplied self-adhering underlayment over existing substrate.

Project Specific Exclusions (To Be Excluded from Contract):
New skylights, plywood sheathing, repairs to substrate, downspouts, single-ply roofing, clad metal.

Standard Exclusions (To Be Excluded from Contract):
Bond premium, clad metal of any kind, as-built drawings, participation in a project labor or stabilization agreement, permits and fees, inspections and fees, engineering, responsibility for the suitability of the design, demolition, structural steel, framing, steel decking, stainless steel, plywood substrate, sheathing, decking, backing, substructure, aluminum break metal, break metal at storefronts, screeds and reveals, vent screed, custom colors, interior sheet metal, sheet metal in conjunction with steel framing, field painting, access panels, access ladders, vent and conduit pipe flashings, door louvers, all mechanical

DRAFT

louvers, LEED materials and resources, saw cutting at all masonry, sump pans at roof drains, installation of electrical components and wiring associated with tubular skylights (we will provide dimmer switches FOB if required), Division 5 Metals, Division 6 Woods and Plastics (including all nailers, blocking, sheathing, roof curbs, etc.).

Includes: Prevailing wage rates.

Project Notes: Garland metal panels, underlayment, and flat sheet are to be supplied by owner.

Price Increases: The metal roofing and sheet metal industry is currently experiencing price volatility with steel products. Additionally, insulation pricing is volatile as well. Because of market fluctuations, the prices of these products are subject to sudden, significant changes and firm prices cannot be obtained from suppliers. If there is an increase in the price charged to United Contractors for these products, subsequent to making this proposal/contract, the price set forth in this proposal/contract shall be increased to reflect the additional cost to the contractor. United Contractors will submit written documentation of the increased charges.

Conditions of Agreement:
Acceptance of this proposal by Contractor shall be acceptance of all terms and conditions recited herein, which shall supersede any conflicting term in any other contract document. Any of the Contractor's terms and conditions in addition or different from this proposal are objected to and shall have no effect. Contractor's agreement herewith shall be evidenced by Contractor's signature hereon or by permitting Subcontractor to commence work for project.

Warranty:
Contractor shall guarantee all work against defects in materials and workmanship for a period of One (1) year from the date of substantial completion or use by the Contractor or the Contractor's customer, whichever is earlier.

Exhibit 1-A – United Contractors, Inc. – Proposal Estimate dated 1/25/2024

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

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

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

2. <u>Compensation:</u>

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.

DRAFT

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 **Two Hundred Eight Six Thousand Dollars and Zero Cents (286,000.00).**

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 **120 days** from the **"Notice-to-Proceed".**

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***

DRAFT

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.

DRAFT

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. <u>Safety:</u>

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

DRAFT

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:

DRAFT

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.

DRAFT

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:

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:

Risher Sutherland, Inc. DBA United Contractors, Inc.
334 West Oak Street,
San Bernardino, CA 92401
Attn:
(909) 388-7424

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, General Services Department

DRAFT

(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.

DRAFT

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

22. Entire Agreement:

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

23. Governing Law and Severability:

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

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

24. Federal and State Withholding Taxes:

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

25. Miscellaneous:

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

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

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

RISHER SUTHERLAND, INC. DBA UNITED CONTRACTORS, INC.
CONTRACTOR

DRAFT

Dated: _____ **By** _____
Owner
RISHER SUTHERLAND, INC
DBA UNITED CONTRACTORS, INC.

CTY OF COMPTON
Recommended for Approval by:

By _____ **Dated:** _____
Nebraska Jones
General Services Department

Approved by:

Dated: _____ **By** _____
Willie A. Hopkins, City Manager

Approved as to form:

By _____ **Dated:** _____
Eric J. Perrodin, City Attorney

ATTEST:

Dated: _____ **By** _____
Vernell McDaniel, City Clerk

DRAFT

UNITED CONTRACTORS

License #416125, DIR/PWCR #1000001724

Project Name:	Compton Fire Station
City:	Compton, CA
Bid To:	
Proposal Date:	1/25/2024
Addenda Noted:	None
Estimator:	Cody Christiansen
Revision #:	

THE ENFORCEMENT OF THIS BID IS CONDITIONED UPON THE PARTIES HERETO NEGOTIATING AND AGREEING ON A FAIR AND EQUITABLE WRITTEN CONTRACT FOR THE FOLLOWING SCOPE OF WORK FOR THE PRICE STATED.

Scope: Labor, material, and applicable taxes necessary to install: **Owner supplied** Garland standing seam metal roofing panels over existing asphalt shingle roof. United Contractors will **furnish and install** sheet metal gutters, trims, crickets, and sheet metal caps with owner supplied flat sheet.

See add alternate: to demolish existing asphalt shingle roofing, and install owner furnished self adhering underlayment over existing substrate.

Specification Sections:

Color/Finish: Per plans and specifications.

Project Specific Exclusions (To Be Excluded from Contract): new skylights, plywood sheathing, repairs to substrate, downspouts, single ply roofing, clad metal.

Standard Exclusions (To Be Excluded from Contract): Bond premium, clad metal of any kind, as-built drawings, participation in a project labor or stabilization agreement, permits and fees, inspections and fees, engineering, responsibility for the suitability of the design, demolition, structural steel, framing, steel decking, stainless steel, plywood substrate, sheathing, decking, backing, substructure, aluminum break metal, break metal at storefronts, screeds and reveals, vent screed, custom colors, interior sheet metal, sheet metal in conjunction with steel framing, field painting, access panels, access ladders, vent and conduit pipe flashings, door louvers, all mechanical louvers, LEED materials and resources, saw cutting at all masonry, sump pans at roof drains, installation of electrical components and wiring associated with tubular skylights (we will provide dimmer switches FOB if required), Division 5 Metals, Division 6 Woods and Plastics (including all nailers, blocking, sheathing, roof curbs, etc.).

Includes: Prevailing wage rates.

Project Notes: Garland metal panels, underlayment, and flat sheet are to be supplied by owner.

Total Base Bid: $261,000.00
Add to Demo Existing Asphalt Shingle Roof: $25,000.00

*United Contractors Bond Rate is 1.5% (Not included in above price).

Price Increases: The metal roofing and sheet metal industry is currently experiencing price volatility with steel products. Additionally, insulation pricing is volatile as well. Because of market fluctuations, the prices of these products are subject to sudden, significant changes and firm prices cannot be obtained from suppliers. If there is an increase in the price charged to United Contractors for these products, subsequent to making this proposal/contract, the price set forth in this proposal/contract shall be increased to reflect the additional cost to the contractor. United Contractors will submit written documentation of the increased charges.

Standard Notes:

NOTE #1: Should any further specifications or supplemental conditions be released for this project, this price is subject to change accordingly.

NOTE #2: Oil canning or waviness is an inherent characteristic of light gauge metal. It is impossible to eliminate entirely and is not cause for the rejection of our work.

NOTE #3: Any breakout pricing below is for accounting purposes only. Due to manufacturer pricing, United Contractors must receive all work listed below or none.

NOTE #4: Final field dimensions will be required prior to procuring material as per architectural and industry standards. Please make sure to account for this when developing the projects CPM schedule.

UNITED CONTRACTORS CARRIES $1,000,000.00 GENERAL LIABILITY INSURANCE WITH $5,000,000.00 EXCESS LIABILITY UMBRELLA COVERAGE.

AS PER PUBLIC CONTRACT CODE SECTION 4101 IT IS A VIOLATION OF PUBLIC POLICY AND HENCE, ILLEGAL FOR ANYONE TO UTILIZE THIS BID FOR PURPOSES OF BID SHOPPING OR BID PEDDLING A LOWER BID. THIS BID IS THE WORK AND PRODUCT OF UNITED CONTRACTORS IS NOT TO BE USED TO ANY OTHER PURPOSE EXCEPT AS EXPRESSLY AUTHORIZED BY UNITED CONTRACTORS. ANY UNAUTHORIZED USE WILL SUBJECT THE USER TO DAMAGES.

Conditions of Agreement:

Acceptance of this proposal by Contractor shall be acceptance of all terms and conditions recited herein, which shall supersede any conflicting term in any other contract document. Any of the Contractor's terms and conditions in addition or different from this proposal are objected to and shall have no effect. Contractor's agreement herewith shall be evidenced by Contractor's signature hereon or by permitting Subcontractor to commence work for project.

1. Subcontractor shall be paid monthly progress payments on or before the 15th of each month for the value of work completed plus the amount of materials and equipment suitably stored on or off site. Final payment shall be due 30 days after the work described in the Proposal is substantially completed. No provision of this agreement shall serve to void the Subcontractor's entitlement to payment for properly performed work or suitably stored materials or to require the Subcontractor to continue performance if timely payments are not made to Subcontractor for suitably performed work or stored materials or to void Subcontractor's right to file a lien or claim on its behalf if any payment to Subcontractor is not timely made.

2. The Contractor will withhold no more retention from the Subcontractor than is being withheld by the Owner from the Contractor with respect to the Subcontractor's work.

3. All sums not paid when due shall bear an interest rate of 1% per month or the maximum legal rate permitted by law, whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by the Contractor.

4. No back charges or claim of the Contractor for services shall be valid except by an agreement in writing by the Subcontractor before the work is executed, except in the case of the Subcontractor's failure to meet any requirement of the subcontract agreement. In such an event, the Contractor shall notify the Subcontractor of such default, in writing, and allow the Subcontractor reasonable time to correct any deficiency before incurring any cost chargeable to the Subcontractor.

5. Contractor is to prepare all work areas so as to be acceptable for Subcontractor work under the Subcontract. Subcontractor will not be called upon to start work until sufficient areas are ready to insure continued work. The Contractor shall furnish all temporary site facilities including suitable storage space and temporary electrical at no cost to Subcontractor.

6. Subcontractor shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. Subcontractor shall not be responsible for delays or defaults where occasioned by causes of any kind and extent beyond its control, including but not limited to: delays caused by the owner, general contractor, architect and/or engineers,

delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. Subcontractor shall be entitled to equitable adjustment in the subcontract amount for additional costs due to unanticipated project delays or accelerations caused by others whose acts are not the Subcontractor's responsibility and to time extensions for unavoidable delays. The Contractor shall make no demand for liquidated damages for delays in excess of the amount specified in the subcontract agreement and no liquidated damages may be assessed against Subcontractor for more than the amount paid by the Contractor for unexcused delays to the extent actually caused by Subcontractor.

7. The Subcontractor's materials and work are guaranteed by the Subcontractor for a period of ONE (1) year from the date of substantial completion or use by the Contractor or the Contractor's customer, whichever is earlier. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The exclusive remedy shall be that Subcontractor will replace or repair any part of its work, which is found to be defective. Subcontractor shall not be responsible for damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient maintenance, improper operation or normal wear, tear, and usage.

8. Work called for herein is to be performed during Subcontractor's regular working hours. All work performed outside of such hours shall be charged for at rates or amounts agreed upon by the parties at the time overtime is authorized.

9. Contractor shall, if the Owner does not, purchase and maintain all risk insurance upon full value of the entire work and/or materials delivered to the jobsite, which shall include the interest of Subcontractor.

10. The Subcontractor shall indemnify and hold harmless the Contractor, Owner, Architect or others from damages only to the extent such damages were caused by any negligent act or omission of the Subcontractor or anyone for whose acts the Subcontractor is liable.

11. The subcontract form used between the Subcontractor and the Contractor will be AIA Standard Form Subcontract Document A401. Where there is a conflict between provisions of either the AIA Standard Form, or the contract documents between the Owner and Contractor and this Proposal, then this Proposal shall govern.

12. Subcontractors scope of work is per this Bid Proposal and will be made part of any contract.

Job Name:			
Contractor:		Subcontractor:	United Contractors
Signature:		Signature:	
Printed:		Printed:	Jon Christiansen
Title:		Title:	President
Date:		Date:	
CA License:		CA License:	#416125

License #416125 (Expires 12-31-2025)
DIR/PWCR #1000001724
Bond Rate: 1.5%
Non-Union
Proposal Valid for (30) Days

C.I. Services, Inc.
ROOFING / WATERPROOFING / SOLAR
Your Water Intrusion Specialists Since 1992

Commercial· Industrial· Residential

Nebraska Jones
City of Compton
Public Works Department
205 South Willow brook Ave
Compton, CA 90220
njones@comptoncity.org

02-21-2024

RE: Roof work needed on "City of Compton Fire Station

Dear Nebraska,

As requested, we are providing the budget numbers for the roofing system Work as requested for the Fire Station #1 Compton, Ca.

Our Budgets is based on the requested work descriptions as listed here.

SCOPE OF WORK:

Fire Station #1

- New Standing Seam – 074100 Tear Off Overlay metal roof system

EXCLUSIONS:

This proposal does NOT include any of the following:

- Sheet metal details or fabrication other than those items listed above
- Setting of A/C curbs or A/C curb securement to roof deck
- Structural deck cutting and or infill
- Electrical work
- Plumbing work
- Carpentry work
- Structural work
- Waterproofing work other than that listed above
- Mechanical work
- Permits
- Safety barriers

PROJECT COSTS: 074100 Fire Station #1
Total cost for this roofing work as described above will be: .....$356 ,000.00

PAYMENT SCHEDULE
This work will require the following payment schedule to be adhered to by owner/purchaser. Payment for all work is due upon completion of work and receipt of invoice.

Payment Terms:
100% Due Upon within 10 days of Completion of CIS Work

Late Payment: A finance charge of 1 ½% per month (18% per annum) will be charged on all past due accounts. All collections costs and fees, attorney fees, court costs, lien costs, or any other cost or expense incurred in the collection of past due accounts shall be paid by the purchaser. A lien will be filed on all jobs where payment is past due or where protection of lien rights may be required.

The Roofing Industry has experienced unprecedented material shortages and price increases in 2021 and 2022 and material costs remain extremely volatile. We will do what we can to keep this pricing for as long as possible, but we are already aware of multiple price increases set to go into effect throughout 2022.

Price Acceleration Provision
If there is an increase in the actual cost of the labor or materials charged to the contractor subsequent to making this agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to the contractor. Contractor will submit written documentation of the increased charges to the Owner upon request. As an additional remedy, if the actual cost of any line item increases by more than 10% subsequent to the making of this Agreement, Contractor, at its sole discretion, may terminate the contract for convenience.

Permits are not included and are considered a Pass-Through expense, if required by the Owner or City. CI Services can provide a roofing permit for above work, but it would be a pass-through expense for the actual cost of the permit plus a small fee for our permit expeditor service.
Shipping & Fuel Charge Provision

Due to current shipping and trucking volatility experienced nationwide, if there is an increase in the actual cost of shipping and/or trucking materials in excess of 5% subsequent to the making of this agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the Agreement to reflect the price increase and additional direct cost to the Contractor. Contractor will submit written documentation of the increased costs to Customer upon request; however, Customer acknowledges that any additional costs associated with shipping and/or trucking charges under this Agreement is the sole responsibility of Customer, and Contractor shall not be held liable or responsible for same.

Material Substitution Provision
In the event that any specified material or equipment becomes unavailable either temporarily or permanently after the contract is executed, provided that such availability is a result of factors beyond contractor's control, then in the event of temporary unavailability, the contract time shall be extended to reflect the duration of time that the contractor is delayed by the unavailability, and in the case of permanent unavailability, the contractor shall be excused from providing said material or equipment and allowed to provide an available substitute. To the extent an available substitute is provided by contractor under this provision, any increase in the cost between the originally specified material and equipment and the substitute shall be paid by the owner to the contractor.

NOTE: Repairs made by others or alterations to C.I. Services, Inc. repairs, repairs required due to acts of God, inclement or extreme weather conditions and any damage incurred through no fault of C.I. Services, Inc. - are all excluded from this warranty.

Any needed Electrical, Siding and Plumbing/Drains costs are NOT part of this proposal (unless specifically stated) and would be considered extra work if required. Contractor is not responsible for any plumbing or electrical lines that are fastened to the underside of the roof deck and not visible from the roof side.

CONDITIONS:
Contractor has no liability for damage done to the building's roof caused by other persons, property, events, or roof systems. Upon completion of the contractor's work, contractor's only obligation to purchaser shall be for work performed under the warranty obligation related to the contractor's work.

Contract shall have no liability whatsoever for any loss of the use of the building or any loss of income or any incidental or consequential damages resulting from the contract work, including all additions thereto. Contractor is not responsible for any environmental assessment or abatement including but not limited to the identification, and removal of asbestos or for any mold, fungus, mildew or other moisture related conditions occurring either prior or subsequent to the contract work and purchaser

agrees to defend, indemnify and hold harmless contractor, its officers, directors and its employees against the same (the "indemnification"). Purchaser shall be responsible for disconnecting and reconnecting all utilities including, but not limited to, electrical, plumbing, gas, HVAC systems, communication systems, satellite dishes, and other equipment as required for the performance of the contract work.

CONTRACTOR BACKGROUND:
You need to feel secure about the contractor you are hiring. C.I. Services, Inc. has been in business over 30 years. We are an Approved Applicator by most major roofing systems. We have installed many thousands of square feet of single-ply, modified, built-up and roof restoration systems. We are very proud of our approvals and affiliations with the Manufacturing community. Bill Baley (Our Corporate President) is the former President and a Board Member of the WSRCA (Western States Roofing Contractors Association), an active Board Member of the NRCA (National Roofing Contractors Association) as well as an active Board member of the RCAC (Roofing Contractors Association of California). We bring our expertise to our customers and provide them with the best roofing service available in Southern California!

Please review this information and call me with any questions you may have. We are ready to begin this work upon your approval and material availability. Please get back to me and let me know if we can earn your business.

Thank you for this opportunity to serve you. Please visit our website at www.ciservicesinc.com.

Sincerely,

Art Jones
CIS

Corporate Mailing Address:
C.I. Services, Inc.
23052 Alicia Parkway, #H374 Mission Viejo, California 92692
800-830-7888 Fax 866-305-6010 www.ciservicesinc.com
CA Lic. No. C39 and 46-701434 NV. No. C15-0069462

Estimate

Date	Estimate No.
1/4/2024	2545

Name/Address

The Garland Co. Inc.
25162 Network Place
Chicago, IL 60673-1251

Project	Rep
Compton FS	RR

Description

WE PROPOSE TO FURNISH THE FOLLOWING "MATERIALS AND LABOR AT PREVAILING WAGE RATE" AS PER SPECS AND PLANS PROVIDED.

DIV. 7 - STANDING SEAM METAL ROOF - (LABOR ONLY)
Install 10,600 Sq. Ft. of 22GA. Garland R-Mer Standing Seam Roof Panels
STD Color, Including all trims adjacent to panel system. (Sheets Provided by Garland)
Including Underlayment.

NOTES & EXCLUSIONS:
* Bonds, if required are extra - ADD:1.50%
* Permits / inspection / fees by G.C.
* Please allow minimum four weeks for scheduling, from our receipt of a Notice to Proceed. Allow 6 weeks for shop drawings if required.
* Lead time for specialty orders is four to six weeks. * Mock Up
* Equipment (Boom Lift to be provided by others). * Installation of material heavier than 18 Ga.
* Material (we install material furnished by others; all components including metal panels, clips, fasteners, cleats, supports, stiffeners, accessories, flat stock to be furnished by others, delivered and staged at the job site at near proximity, within 30 feet from the installation spot). "* Installation of Underlayment, Vapor Retarder, Exterior Sheathing, Subframing.
(Structure we attach to, must be able to handle the loads and stresses imposed by our system)."
* Purchasing, replacing damaged / rejected materials or additional material if delivered quantity not covering the proposed scope of work.
* Liquidated Damages withholding unless delays caused directly by us.
* All Inspection/Record Documentation requirements * Removal of form materials and lattience
* Roof drain connections in to plumbing drains – by others * All Inspection/Record Documentation requirements

Please Provide Your Signature For Approval To Proceed. Thank you.

Total $365,635.00

In acceptance of this estimate, I acknowledge that I have reviewed the estimate and accept the scope of work described herein to be accurate and complete. The estimate is good for acceptance within 30 days ONLY (unless a specific expiration date is given within the quotation).
Terms and Conditions: Net 30 Days, (unless extended terms have been agreed upon in writing), based on an agreed Schedule of Values (SOV).

Authorized Signature:_____ **Date:**_____

18674 Brown St. Perris, CA 92570~Phone 951.943.3948~Fax 844.629.0796
CSLB:1055390~DIR:1000537179~Cert. MB~SBE

COMMERCIAL ROOFING SYSTEMS, INC.

11735 GOLDRING RD., ARCADIA, CA 91006
(626) 359-5354 - Fax (626) 359-2654 – Lic. # 591222 B, C39, C43
DIR Reg. #1000000838

FAXED BID FORM

Estimator: Jorge Ponce
Contact No.: (626)359-5354
Project: Fire Station #1
Bid Date: 03/4/2024
Bid Time: 2:00 PM

Addenda Noted: 1 ☑ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐

PLANS/SPECS -**YES**
FURNISH/INS -**YES**
MBE/WBE/DBE/(SBE)
LIABILITY / WC INSURANCE - **YES**

UNION - **YES**
PREV WAGE - **YES**
BOND RATE **1.5%**

Work Included:

Spec Sections: 074100,075720

Description:	Amount:
Install Garland Roofing per Specs. To include Garland Metal Price includes prevailing wages. We are a union contractor and a certified Garland Installer.	Metal only: $399,398.00

GRAND TOTAL: $399,398.00

EXCLUSIONS:

Wood nailers, wood crickets, wood replacement, any abatement, any allowance and any sheet metal not listed

ABOVE WORK TO COMPLETED ACCORDING TO INDUSTRY STANDARDS. CRS, INC. CARRIES COMMERCIAL GENERAL LIABILITY, WORKER'S COMPENSATION, AND AUTOBILE INSURANCE. THIS BID IS BASED ON THE CURRENT PRICE OF LABOR AND MATERIALS. IF NOT ACCEPTED WITHIN 30 DAYS FROM THE ABOVE DATE, CRS, INC. RESERVES THE RIGHT TO SUBMIT A NEW BID. CONTRACT TERMS ARE NET 30 DAYS. IF IT BECOMES NECESSARY TO SUE FOR PAYMENT, COST OF COURT AND REASONABLE ATTORNEY'S FEES TO BE PAID BY THE ADMINSTRATOR OR OWNER SIGNING CONTRACT.

Accepted: **By:** Jorge Ponce

Title: **Date:** **Title:** Project Estimator

METAL ROOF PANELS & ELASTOMERIC COATING BID PROPOSAL

Proposal For:	Estimating Department	**Proposal No:**	23-41293 23-41294
OWNER:	**City of Compton** **Nebraska Jones** **Miles Taylor - Garland**	**Phone:**	Miles – 310-367-7655
Email Address:	njones@comptoncity.org mtaylor@garlandind.com	**Fax:**	
Project:	**FIRE STATION # 1 & #3** **Roof and Decking Restoration**	**Date:**	*11-17-23*
Project Address:	Compton, CA		

Plans Dated: *None (Site Pics)* ***Addendums Noted: 1***

Pursuant to your request we are providing the following for your consideration. If you have any questions, you may call **Raymond Aguirre**'s cell phone at **310-365-2837** or contact via E-mail at **raguirre@bestcontracting.com**.

SCOPE OF WORK: FIRESTATION #1

SECTION 074100 – METAL ROOF PANELS

- Remove the existing roof system to the structural deck at main roof and remove the existing deck coating system to the structure to include HVAC curb
- Install approximately 10800 Square Feet of Standing Seam Metal
  Material: Garland - RMER Span 18" Wide 22ga Galv Prefin. Panels Standard Color (OFCI)
- Furnish and Install related accessories to include Clips, Edge trim, Rake trim, Ridge Trim and Foam Closure, Head Wall Trim and Counterflashing, Gutter and Downspout, Coping and Cleat @ Lower Deck, Counterflashing @ existing (OFCI Flats)
- Install HT Underlayment (OCFI)
- Furnish and Install ½" Densdeck CoverBoard – Mech Fastened
- BEST 2-year Workmanship Warranty

Fire Station #1 -Standing Seam Roof Scope Base Bid Price $448,134.00
Furnished and installed including labor, material and equipment required to complete the scope of work.

SCOPE OF WORK: FIRESTATION #1

SECTION 075720 – POLYURETHANE ELASTOMERIC COATING & WATERPROOFING

- Remove the existing deck coating system to the structure.
- Install Pedestrian Foot Traffic at Lower Deck – Approximately: 720sf

Material: Garland Dura Walk FC Primer, Dura Walk Base Coat WC, Dura Walk Top Coat WC (OFCI)
- Furnish and Install Sleepers for HVAC and Rubber Block for Piping and Conduits
- Seal Duct work
- BEST 5-year Workmanship Warranty

Fire Station #1 Foot Traffic Coating Scope Base Bid Price $58,403.00
Furnished and installed including labor, material and equipment required to complete the scope of work.

SCOPE OF WORK: FIRESTATION #3

SECTION 075720 – POLYURETHANE ELASTOMERIC COATING & WATERPROOFING

- Remove the existing deck coating system to the structure.
- Install Pedestrian Foot Traffic at Lower Deck – Approximately: 3400sf
  Material: Garland Dura Walk FC Primer, Dura Walk Base Coat WC, Dura Walk Top Coat WC (OFCI)
- Furnish and Install Sleepers for HVAC and Rubber Block for Piping and Conduits
- Seal Duct work
- BEST 5-year Workmanship Warranty

Fire Station #3 Scope Base Bid Price $140,120.00
Furnished and installed including labor, material and equipment required to complete the scope of work.

EXCLUSIONS:
- ☑ Metal, Concrete, and Wood/Plywood Deck
- ☑ Repair Decking
- ☑ all Wall Panels and it's entirety not specifically listed above scope of work
- ☑ BUR, EPDM, PVC, and accessories , Hot Rubber WP, Sheet Waterproofing
- ☑ Wall Substrate and Sheathing
- ☑ Unistrut, Metal Stud Wall, Roof Screen
- ☑ All General sheet metal not listed in the scope work
- ☑ Roof Accessories, Skylights, Solatubes, Vents
- ☑ Glazing, Metal Fabrications and Interior Metals
- ☑ All Expansion Joint Assembly
- ☑ All Carpentry as specified in scope work only.
- ☑ HVAC, Mechanical or Related Duct Work, Electrical and Plumbing (including drains).
- ☑ Protection of completed work from damage by other trades or construction traffic
- ☑ Payment and Performance Bond if required.....1% of Base Bid
- ☑ Permits, Inspection, Testing and Consultant costs and fees.
- ☑ Allowances
- ☑ **All other work not specifically stated under Scope of Work above**

The General Terms and Conditions attached hereto are expressly incorporated into this Proposal and will form the contract between the parties.

This Proposal is valid for 30 days from the date of the Proposal.

We appreciate the opportunity to submit you a bid. Should you have any questions, please don't hesitate to contact me at (310) 328-6969 ext. 266. I can also be reached on my cell phone at (310) 365-2837.

Respectfully Submitted,

Raymond Aguirre
Estimator
BEST Contracting Services, Inc.
#456263/A, B, C17, C39, C43
DIR# 1000000563 Exp. Date: 5/31/2024

Proposal No.: 23-24193/94

GENERAL TERMS & CONDITIONS

Acceptance of this proposal by General Contractor ("Contractor") shall constitute acceptance of all terms and conditions recited herein and shall supersede any conflicting term in any other past or future Contractor or Project document. Contractor's agreement herewith shall be evidenced by Contractor listing BEST Contracting Services, Inc. ("BEST") in its bid documents or by permitting BEST to commence work for the Project:

1. BEST shall be paid monthly progress payments on or before the 15th of each month for the value of work completed plus the amount of materials and equipment suitably stored on or off site. Final payment shall be due 30 days after the work described in the Proposal is substantially completed. BEST shall have the right to stop work if any payment is not timely made and BEST may keep the job idle until all payments due are received; in no such event shall BEST be liable for damages arising from delay in completion.
2. All sums not paid when due shall bear interest at the rate of 1 ½ % per month.
3. No back-charges by, or claim of, the Contractor for services performed by others shall be valid against BEST unless agreed to in writing by BEST before the work is performed.
4. Contractor is to prepare all work areas so as to be acceptable for BEST's work. BEST will not be called upon to start work until sufficient areas are ready to insure a continuous work sequence, which is what the Proposal price is based upon. There will be a charge of: $3,500 for each break in the continuous sequence of work due to Owner or Contractor's action(s) or direction. The Contractor shall furnish all temporary site facilities, including suitable storage space, temporary electrical, toilets and water, and security at no cost to BEST.
5. BEST shall be given reasonable time in which to make delivery of materials and/or labor to commence and complete its work. BEST shall not be responsible for delays or defaults where occasioned by causes of any kind and extent beyond its control, including but not limited to: delays caused by the Owner, Contractor, architect and/or engineers, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. BEST shall be entitled to an equitable adjustment in the subcontract amount for additional costs due to unanticipated Project delays or accelerations caused by others whose acts are not BEST's responsibility, as well as to time extensions for unavoidable delays. No liquidated damages may be assessed against BEST for more than the amount actually paid by the Contractor for unexcused delays to the extent actually solely caused and agreed to by BEST. Under no circumstances shall BEST be liable for consequential or indirect damages of any type, or damages for delay in completion of the Project.
6. BEST's work is guaranteed for a period of one year from the date of substantial completion or beneficial use, whichever is earlier. The exclusive remedy shall be that BEST, shall replace or repair any part of its work, which is found to be defective. BEST shall not be responsible for damage or defect caused by third parties, follow-on contractors, abuse, modifications, improper or insufficient maintenance, improper operation or normal wear, tear and usage.
7. Work called for herein is to be performed during BEST's regular working hours. All work performed outside of such hours shall be the basis for a change order, charged at BEST's prevailing overtime rates. The mark-up for profit and overhead for all change orders shall be at least twenty-five percent.
8. BEST will indemnify and hold harmless the Contractor from damages only to the extent such damages are caused by the sole negligent act or omission of BEST.
9. In the event of a price increase of material, supplies, equipment, or energy greater than five percent occurring between the date of this Proposal and the first day of performance of the specific work affected by the price increase, through no fault of BEST, the amount owed to BEST shall be equitably adjusted by change order(s) to reflect those price increase(s). BEST shall be entitled to such escalation costs regardless of Contractor being able to pass those costs through to the Owner.
10. BEST shall not be held responsible if the design or structure of the roof deck being roofed does not conform to the requirements of the UBC or other code requirements, with resulting standing or ponding water.
11. Should BEST be required to raise pipes, conduit, air conditioning units, duct work or other roof mounted equipment (collectively "roof top items") to roof under them, BEST will endeavor to handle these items with care, however, BEST will not accept any liability for damage to any these roof top items which are handled during normal roofing activity.
12. Contractor shall be responsible to compensate BEST for any increase made in the state or local sales tax rate that was not in effect at the time of bid and not reflected in the bid documents.

13. Due to the recent volatility in material prices, the price(s) stated in this proposal is/are valid only for contracts accepted and executed within 30 days of the date of this proposal.

14. NOTE that some of the materials and products specified to be used and installed in the construction of this project are, or may later become, unavailable, significantly delayed in shipment and/or subject to price increases due to circumstances beyond our control, including the current national and industry-wide materials shortage crisis, as well as the COVID-19 pandemic. With respect to material delivery, we can make no guarantees as to whether material lead times and delivery will accommodate the Project Schedule. Note that the actual lead time and delivery dates can only be provided by and confirmed by the material manufacturer. If a specified product is unavailable or shipment is or will be delayed, we will provide notice to you and shall be afforded a time extension on the project schedule, and substitute products, if available, may be considered.

15. If there is an increase in the actual cost of the labor or materials charged to us in excess of 5% subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to us. We will submit written documentation of the increased charges to you upon request. As an additional remedy, if the actual cost of any line item increases more than 10% subsequent to the making of this Agreement, we, at our sole discretion, may terminate the contract for convenience, without consequence.

END OF DOCUMENT

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 416125

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 3/11/2024 1:25:55 PM

Business Information

RISHER SUTHERLAND INC
DBA UNITED CONTRACTORS

334 WEST OAK STREET
SAN BERNARDINO, CA 92401
Business Phone Number:(909) 388-7400

Entity Corporation
Issue Date 12/28/1981
Expire Date **12/31/2025**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C39 - ROOFING
- C43 - SHEET METAL
- C51 - STEEL, STRUCTURAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with OHIO CASUALTY INSURANCE COMPANY (THE).
Bond Number: 192819C
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual BRUCE JOHN GILEVICH certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 05/02/2001

Workers' Compensation

This license has workers compensation insurance with the CYPRESS INSURANCE COMPANY
Policy Number:RIWC432141
Effective Date: 07/01/2023
Expire Date: 07/01/2024
Workers' Compensation History

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 416125

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 3/11/2024 1:25:55 PM

Business Information

RISHER SUTHERLAND INC
DBA UNITED CONTRACTORS

334 WEST OAK STREET
SAN BERNARDINO, CA 92401
Business Phone Number:(909) 388-7400

Entity Corporation
Issue Date 12/28/1981
Expire Date **12/31/2025**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C39 - ROOFING
- C43 - SHEET METAL
- C51 - STEEL, STRUCTURAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with OHIO CASUALTY INSURANCE COMPANY (THE).
Bond Number: 192819C
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual BRUCE JOHN GILEVICH certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 05/02/2001

Workers' Compensation

This license has workers compensation insurance with the CYPRESS INSURANCE COMPANY
Policy Number:RIWC432141
Effective Date: 07/01/2023
Expire Date: 07/01/2024
Workers' Compensation History

April 2, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **BRYAN SPRAGG, DIRECTOR OF RECREATION**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO OPEN A PURCHASE ORDER WITH STAPLES ADVANTAGE TO PAY INVOICES FOR OFFICE SUPPLIES FROM PREVIOUS FISCAL YEARS IN THE AMOUNT OF $254.95**

SUMMARY

Adoption of the attached resolution will establish a Purchase Order to pay unpaid office supplies invoices from previous fiscal years 2020-2021 and 2021-2022.

BACKGROUND

The City of Compton's residents, community centers, golf course, and swimming pools are supported by the administrative operations completed by the Recreation Department staff. The Recreation Department staff utilizes Staples Advantage to procure the supplies needed to maintain City operations. The City of Compton must utilize Staples Advantage to secure administrative supplies needed and to ensure operations continue.

STATEMENT OF THE ISSUE

City Council approval is needed to secure funding for office supplies purchased during the 2020-2021 and 2021-2022 Fiscal Years. Funds in the Staples Advantage account have been exhausted by the City at this time. Previous invoices from these fiscal years have not been paid and the Department of Recreation is requesting to secure funding to pay past due invoices for a total amount of $254.95.

SCOPE OF WORK

The City of Compton's Recreation Department is requesting Staples Advantage provide the necessary office supplies needed to continue operations and support of the Recreation Department.

FISCAL IMPACT

The total cost for fiscal years 2020-2021 and 2021-2022 is $254.95. The funds for these expenditures are available in the Recreation Department's 2023-2024 fiscal year budget and will be available in Account Number 1001-840-000-4210.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution establishing and authorizing the City Manager to open a Purchase Order to pay past due invoices from Staples Advantage.

WILLIE A HOPKINS JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO OPEN A PURCHASE ORDER WITH STAPLES ADVANTAGE TO PAY INVOICES FOR OFFICE SUPPLIES FROM THE 2020-2021 AND 2021-2022 FISCAL YEARS IN THE AMOUNT OF $254.95

WHEREAS, the City of Compton's residents, community centers, golf course, and swimming pools are supported by the administrative operations completed by the Recreation Department staff; and

WHEREAS, the Recreation Department staff utilizes Staples Advantage to procure the supplies needed to maintain City operations; and

WHEREAS, funds in the Staples Advantage account have been exhausted by the City at this time; and

WHEREAS, invoices from Fiscal Years 2020-2021 and 2021-2022 have recently been received and remain unpaid; and

WHEREAS, payment is needed on the outstanding invoices totaling $254.95. Funds are available in Account Number 1001-840-000-4210 for the outstanding invoices from Staples Advantage.

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

Section 1. That the City Manager, is hereby authorized, on the advice and approval of the City Attorney, to open a Purchase Order for $254.95 for payment of outstanding invoices with Staples Advantage to be drawn from Account Number 1001-840-000-4210.

Section 2. That funds are available in the 2023-2024 Adopted Fiscal Year Budget in Account Number 1001-840-000-4210, for outstanding office supplies invoices.

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

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 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

Staples

INVOICE *DETAIL*

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
5/29/21	AL1586494	8062419431
PLEASE PAY BY	**TERMS**	**SUMMARY INVOICE AMOUNT**
6/28/21	Net 30 Days	$ 100.82

Staples

THE CITY OF COMPTON
205 S WILLOWBROOK AVE
COMPTON, CA 90220

Bill to Account: LA1068700

Budget Ctr: PARKS & RECREATION
P O Number: 21FY0921
Ordered By: DANIELLE STOWERS

CITY OF COMPTON
205 S WILLOWBROOK AVEPWMU-ENGINEERING
COMPTON, CA 90220

Ship to Account:

Invoice Number: 3478316169
Order: 7331098254-000-001

Order Line	Item Number	Description / Unit of Measure	Order Qty	Ship Qty	Unit Price	Extended Price
1	24443010	BR CONTACTLESS THERMOMETER	2	2	$ 19.99	$ 39.98
2	464050	BATTERY ALKALINE AA 36PK	1	1	$ 30.49	$ 30.49
3	041302	BATTERY ALKALINE AAA 36PK	1	1	$ 20.98	$ 20.98
		Tax: $ 9.37				**Subtotal: $ 91.45**
						Total: $ 100.82

Staples

INVOICE *DETAIL*

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
7/3/21	AL1586494	8062785485
PLEASE PAY BY	**TERMS**	**SUMMARY INVOICE AMOUNT**
8/2/21	Net 30 Days	$ 154.13

Staples

THE CITY OF COMPTON
205 S WILLOWBROOK AVE
COMPTON, CA 90220

Bill to Account: LA1068700

Budget Ctr: PARKS & RECREATION
P O Number: 21FY0902
Ordered By: DANIELLE STOWERS

CITY OF COMPTON
205 S WILLOWBROOK AVEPWMU-ENGINEERING
COMPTON, CA 90220

Ship to Account:

Invoice Number: 3481257176
Order: 7333947439-000-002

Order Line	Item Number	Description / Unit of Measure	Order Qty	Ship Qty	Unit Price	Extended Price
6	24430308	FEBREZE SMSP 2CT L&S	2	2	$ 6.29	$ 12.58
		Tax: $ 1.29				**Subtotal: $ 12.58**
						Total: $ 13.87

Customer Service Inquiries #: 877-826-7755
Make checks payable to: Staples

Invoice Payment Inquiries #: 888-753-4106
PO BOX 660409, Dallas, TX 75266-0409

Staples

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
7/3/21	AL1586494	8062785485
PLEASE PAY BY	**TERMS**	**SUMMARY INVOICE AMOUNT**
8/2/21	Net 30 Days	$ 154.13

INVOICE *DETAIL*

Staples

THE CITY OF COMPTON
205 S WILLOWBROOK AVE
COMPTON, CA 90220

Bill to Account: LA1068700

Budget Ctr: PARKS & RECREATION
P O Number: 21FY0902
Ordered By: DANIELLE STOWERS

CITY OF COMPTON
205 S WILLOWBROOK AVEPWMU-ENGINEERING
COMPTON, CA 90220

Ship to Account:

Invoice Number: 3481257170
Order: 7333947439-000-001

Order Line	Item Number	Description / Unit of Measure	Order Qty	Ship Qty	Unit Price	Extended Price
1	24458582	PUR SURF WP CAN PRO 6/110CT	1	1	$ 62.99	$ 62.99
2	1912986	KLEENEX ANTIVIRAL FACIALTISSUE	1	1	$ 27.80	$ 27.80
3	2612127	CITRUS BLAST DRY AIR FRSHNR CT	1	1	$ 20.05	$ 20.05
4	846028	DURACELL ALK AA BATTERIES 1.5V	1	1	$ 8.42	$ 8.42
5	24443474	WIPES ALCOHOL 50 WIPES/PK	4	4	$ 1.99	$ 7.96
		Tax: $ 13.04				**Subtotal: $ 127.22**
						Total: $ 140.26

April 2, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY CONTROLLER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT ($15,000), AND ESTABLISH A PURCHASE ORDER FOR EADIE AND PAYNE, LLP FOR TAX CONSULTATION SERVICES ($5,000).**

SUMMARY

Adoption of the Resolution will authorize the City Manager to enter into a 3yr. agreement between the City of Compton and Eadie and Payne LLP for Tax Consultation services ($15,000), and establish a Purchase Order in the amount of Five Thousand Dollars ($5,000).

BACKGROUND

A Certified Public Accountant (CPA) is needed to provide professional assistance to City staff with tax related advice pertaining to Payroll Tax Returns and providing a detail assessment of any potential risks or liabilities.

STATEMENT OF THE ISSUE

In December 2023, City staff released a Request for Qualifications (RFQ) for a Certified Public Accountant to provide Tax Consultation services. Publications of the RFQ included the Compton Bulletin, the City's website, and the California Society of Municipal Finance Officers (CSMFO).

In accordance to the RFQ, the chosen candidate would provide the following services to the City:

- Assistance with representation, communication, preparation and compilation of documents requested in relation to any IRS Audit, or any tax related advice
- Provide assessment and review of current payroll tax returns for unaddressed risks or liabilities
- Provide Recommendations for addressing risks related to the City's tax position

- Provide review and recommendations of the City's payroll tax returns and return set up programs and templates, when needed
- Consultant will keep fully informed of all federal, state, and local laws and ordinances and regulations, and will be responsible for assisting the City to be compliant with the applicable laws, ordinances and regulations
- Consultant will maintain complete and accurate records with respect to costs. All records will be clearly identifiable.
- Consultant will provide records and other needed documents to the City
- to examine, audit, and make transcripts or copies

The City received one response to the RFQ, which was from Eadie and Payne LLP. Although Eadie and Payne LLP is the sole respondent to the RFQ, staff is confident in the quality of services that Eadie and Payne will provide. Currently, Eadie and Payne LLP is the existing Certified Public Accounting Firm conducting the Financial Statement and Single Audit of the City. Presently, the firm is making every effort to help the City to resolve the State Controller and State Auditor findings. The firm is familiar with the City's current financial and internal control position and has played a significant role in building the City's existing relationship with the State Controller's Office. Further, the firm's staff have worked directly with City's staff to develop a very detailed Single Audit corrective action plan and their participation in monitoring the progress is also invaluable.

To provide Tax Consultation services, Eadie and Payne LLP has provided the following cost breakdown:

- Partners $375.00 per hour
- Managers $275.00 per hour
- Supervisory $185.00 per hour
- Staff $140.00 per hour

City staff estimates the cost for Tax Consultation for the 3yr. term of the agreement to be Fifteen Thousand Dollars ($15,000). Staff is requesting authorization be given to enter into a 3yr. professional agreement with Eadie and Payne LLP for Tax Consultation Services ($15,000).

Additionally, a Purchase Order is being requested to be opened in the amount of Five Thousand Dollars ($5,000) for the first year of services provided by Eadie and Payne LLP from account number 1001-650-000-4262, General Fund, City Controller Department, Other Professional Services Expense Account.

FISCAL IMPACT

The estimated amount for this service is Fifteen Thousand Dollars ($15,000) over the three (3) year term of this agreement with Eadie & Payne, LLP to

provide Tax

Consultation services. Staff estimates the cost of Five Thousand Dollars ($5,000) during the first year of services during this agreement. Therefore, this amount is being requested for the Purchase Order at this time.

Funds for this expenditure are available within Account No.1001-650-000-4262 in the Fiscal Year 2023-2024 City Controller's Budget:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund Other Professional Services	$5,000

Funds will be allocated and a Purchase Order generated for the services provided under the Eadie and Payne LLP Agreement in future approved City budgets.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

SHARON RAHBAN NAVIZADEH
CITY CONTROLLER

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 MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT ($15,000), AND ESTABLISH A PURCHASE ORDER FOR EADIE AND PAYNE, LLP FOR TAX CONSULTATION SERVICES ($5,000).

WHEREAS, a Certified Public Accountant (CPA) is needed to provide professional assistance to City staff with tax related advice pertaining to Payroll Tax Returns and providing a detail assessment of any potential risks or liabilities; and

WHEREAS, in December 2023, City staff released a Request for Qualifications (RFQ) from Certified Public Accountant to provide Tax Consultation services. Publications of the RFQ included the Compton Bulletin, the City's website, and the California Society of Municipal Finance Officers (CSMFO); and

WHEREAS, in accordance to the RFQ, the chosen candidate would provide the following services to the City:

- Assistance with representation, communication, preparation and compilation of documents requested in relation to any IRS Audit, or any tax related advice
- Provide assessment and review of current payroll tax returns for unaddressed risks or liabilities
- Provide Recommendations for addressing risks related to the City's tax position
- Provide review and recommendations of the City's payroll tax returns and return set up programs and templates, when needed
- Consultant will keep fully informed of all federal, state, and local laws and ordinances and regulations, and will be responsible for assisting the City to be compliant with the applicable laws, ordinances and regulations
- Consultant will maintain complete and accurate records with respect to costs. All records will be clearly identifiable.
- Consultant will provide records and other needed documents to the City
- to examine, audit, and make transcripts or copies

WHEREAS, the City received one response to the RFQ, which was from Eadie and Payne LLP; and

WHEREAS, although Eadie and Payne LLP is the sole respondent to the RFQ, staff is confident in the quality of services that Eadie and Payne will provide. Currently, Eadie and Payne LLP is the existing Certified Public Accounting Firm conducting the Financial Statement and Single Audit of the City. Presently, the firm is making every effort to help the City to resolve the State Controller and State Auditor findings. The firm is familiar with the City's current financial and internal control position and has played a significant role in building the City's existing relationship with the State Controller's Office. Further, the firm's staff have worked directly with City's staff to develop a very detailed Single Audit corrective action plan and their participation in monitoring the progress is also invaluable; and

WHEREAS, to provide Tax Consultation services, Eadie and Payne LLP has provided the following cost breakdown:

- Partners $375.00 per hour
- Managers $275.00 per hour
- Supervisory $185.00 per hour
- Staff $140.00 per hour

WHEREAS, City staff estimates the cost for Tax Consultation for the 3yr. term of the agreement to be Fifteen Thousand Dollars ($15,000); and

WHEREAS Staff is requesting authorization be given to enter into a 3yr. professional agreement with Eadie and Payne LLP for Tax Consultation Services ($15,000), and a Purchase Order is also being requested to be opened in the amount of Five Thousand Dollars ($5,000) for the first year of services provided by Eadie and Payne LLP from account number 1001-650-000-4262, General Fund, City Controller Department, Other Professional Services Expense Account; and

WHEREAS, funds for this expenditure are available within Account No.1001-650-000-4262 in the Fiscal Year 2023-2024 City Controller's Budget:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund Other Professional Services	$5,000

WHEREAS, funds will be allocated and a Purchase Order generated for the services provided under the Eadie and Payne LLP Agreement in future approved City budgets; and

WHEREAS, Staff recommends the City Council to adopt the attached Resolution to authorize the City Manager to enter into a 3yr. agreement with Eadie and Payne LLP and authorize the City Manager to open a Purchase Order in the amount of Five Thousand Dollars ($5,000) for services to be provided by Eadie and Payne LLP for Tax Consultation services; and

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney, is hereby authorized to enter into a professional services agreement with Eadie and Payne LLP to provide Tax Consultation services to the City.

SECTION 2. That funds for this expenditure are available within Account No.1001-650-000-4262 in the Fiscal Year 2023-2024 City Controller's Budget:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund Other Professional Services	$5,000

SECTION 3. That a Purchase Order is authorized to be established in the amount of $5,000 from account 1001-650-000-4262 Other Professional Services for Tax Consultation services provided by Eadie and Payne LLP.

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

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

ADOPTED this _____ day of _____, 2024.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CLERK OF THE CITY OF COMPTON

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

I, 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

BID OPENING CHECK LIST:

DATE OF THE RFP OPENING: **December 6, 2023**

SUBMISSION DUE DATE: **December 21, 2023 @ 4pm**

PROJECT: 2023 - City Controller - Tax Consultation services

PROJECT MANAGER/CONTACT PERSON: Jocelyn Logan

COMPANY	RFP BOND INCLUDED	RFP PRICE	DATE / TIME RECEIVED
Eadie and Payne LLP			12/21/23 1:42pm JC

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
EADIE PAYNE, LLP

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"City"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **EADIE PAYNE, LLP.** (hereinafter referred to as **"Consultant"**), located at 3880 Lemon St., Suite 300, Riverside, California 92502.

RECITALS:

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced tax consultant firm to assist the City with representation for the IRS Audit as well as prepare a risk assessment for the City's payroll tax liability; and

WHEREAS, the City will make all management decisions and assume all management responsibilities; and

WHEREAS, the City will designate an individual who possesses suitable skill, knowledge, or experience, preferably within senior management, to oversee the services; and

WHEREAS, the City will evaluate the adequacy and results of the services performed; and

WHEREAS, the City will accept responsibility for the results of the services; and

WHEREAS, the City will establish and maintain internal controls, including monitoring ongoing activities; and

WHEREAS, the Consultant will review the City's quarterly payroll tax returns; and

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

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

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

AGREEMENT:

1. SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

It is the mutual understanding of the parties that the Consultant shall perform and be responsible for rendering services regarding the representing the City in regards to the IRS. Professional services shall include, but not be limited to, the Task(s) indicated below:

Task(s) – Tax Representation and Risk Assessment:

- Assistance with representation, communication, preparation and compilation of documents requested in relation to taxing agency.
- Provide Assessment and review of current payroll tax returns for unaddressed risks or liabilities
- Provide Recommendations for addressing risks related to the City's tax position
- Provide review and recommendations of the City's payroll tax returns and return set up programs and templates
- Prioritize and deliver tasks on time
- Transparent communication with City staff
- Complete and accurate record keeping that is compliant with Federal, State, and Local laws.

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

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

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

Roma Scott, Partner of Consultant, will serve as the **Project Manager** and shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the project is complete, or upon exhaustion of authorized funding, whichever occurs first, unless this Agreement is terminated as provided herein. **The parties agree to a 3-year professional term with two one-year options to renew.**

Consultant will generally adhere to the schedule set forth within Consultant's Proposal provided that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's work product or other

unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

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

3. Compensation. The method of payment for these services will be billed on a time-and-materials basis, as identified in Consultant's attached/incorporated **Proposal**. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

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

Consultant shall be reimbursed within sixty (60) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than Forty-Five (45) calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the City Controller Department at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

The Consultant is required to comply with all federal, state and local laws and ordinances applicable to the services provided under this Agreement.

As full and complete compensation for performance of all the services performed by the Consultant as described in Section 1 of this Agreement, City shall pay up to Fifteen Thousand Dollars ($15,000) for the term of the agreement, and Consultant agrees to provide all professional services at the following hourly rates:

Roma Scott, Partner, Project Director	$375.00
Frank Zabaleta, Partner	$375.00
Manager	$275.00
Supervisory Staff	$185.00
Staff	$140.00

In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any non-cancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Consultant's delivery to the City of any and all

City property, documents, s, records, materials and work product associated with the performance of this Agreement.

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

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

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

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

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and

to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

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

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

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

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

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

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

subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

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

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

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

11.1 Commercial General Liability Insurance. $1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.2 Automobile Liability. $1,000,000 combined single-limit per accident for bodily injury and property damage.

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

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

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

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

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

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

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

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

16. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations.

17. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will

make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

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

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

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

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

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

- is not currently under suspension, voluntary exclusion, or determination of ineligibility by

any Federal, State or local agency;

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

_____ _____

Roma Scott, Partner **(Date)**

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

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

23. **Waivers.** The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other

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

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

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

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

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

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

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

TO CONSULTANT:
Eadie and Payne, LLP.
3880 Lemon St, Suite 300
Riverside, CA. 92592
Attn: Roma Scott, Partner
(951) 241-7800

TO CITY:
CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Sharon Rahban Navizadeh, City Controller
City Controller Department
(310) 605-5678

Note: A copy of any notice provided to the Director shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

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

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

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

EADIE PAYNE LLP

Dated: _____ **By _____**
Roma Scott, Partner

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Sharon Rahban Navizadeh, City Controller
City Controller Department

Approved by:

Dated: _____ **By _____**
Willie A. Hopkins Jr., City Manager

Approved as to form:

By _____ **Dated: _____**
Eric Perrodin, City Attorney

ATTEST:

Dated: _____ **By _____**
Vernell McDaniel, City Clerk