

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, January 10, 2012 5:45 PM

HEARING(S)

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. CERTIFICATE PRESENTATION - Terrica and Miracle Benton - Outstanding Academic Achievement (Councilwoman Janna Zurita)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

2. December 27, 2011

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MDG ASSOCIATES FOR HUD PROGRAMS-RELATED CONSULTING SERVICES

PUBLIC WORKS-ENGINEERING

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF TECS ENVIRONMENTAL COMPLIANCE SERVICES FOR PROGRAM SERVICES CONNECTED WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) COMPLIANCE PROGRAM AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A ONE YEAR AGREEMENT

WATER DEPARTMENT

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO OFFICE DEPOT TO PURCHASE OFFICE SUPPLIES

APPROVAL OF WARRANTS

6. Warrant - 205824 - Date - 12/29/11 - Description - Street Sweeping (August 2011 and Burrell McDonald Park) - Amount - \$35,255 - Requested by: Public Works

Warrant - 205825 - Date - 12/29/11 - Description - Street Sweeping (November 2011) - Amount - \$35,000 - Requested by: Public Works

Total Amount of Warrant - \$70,255.00

7. Warrant #205889 - Date - 1/5/12 - Name - ADP Inc. - Description - Human Resources Perspectives Monthly Charges - Amount - \$7,322.31 - Requested by: Human Resources

Warrant #205898 - Date - 1/5/12 - Name - J. Fletcher and Creamer and Son Inc. - Description - Applications 1 and 2 for the Waterline Replacement 130w Project - Amount - \$694,945.00 - Requested by: Water

Total amount of Warrant - \$702,267.31

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES

CITY MANAGER'S REPORT

8. **ORAL REPORT** - Reduction In Law Enforcement Services - **Captain Walker**

9. REQUEST TO SCHEDULE A PUBLIC HEARING TO RECEIVE COMMENTS ON THE PROPOSED SUBSTANTIAL AMENDMENT FOR THE CITY OF COMPTON (**February 21, 2012 at 5:50 p.m.**)
10. REQUEST TO SCHEDULE A PUBLIC HEARING TO RECEIVE COMMENTS ON THE PROPOSED 2012-2013 ANNUAL ACTION PLAN FOR THE CITY OF COMPTON (**February 21, 2012 at 6:00 p.m.**)

CITY ATTORNEY'S REPORTS

CLOSED SESSION

11. CONFERENCE WITH LABOR NEGOTIATOR

Agency Negotiator: P. Lamont Ewell
Employee Organization: Compton Management Employees Association; SEIU Local 721 - Maintenance and Trades Unit; SEIU Local 721 - Public Safety Auxiliary; Local Union of Municipal Non-Supervisory Employees (LUMNSE); Compton Firefighters IAFF Local 2216
Pursuant to California Government Code Section 54957

12. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Gonzalez et al vs. City of Compton, LASC Case No. BC450494
Pursuant to California Government Code Section 54956.9

UNFINISHED BUSINESS

NEW BUSINESS

13. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER XX OF THE COMPTON MUNICIPAL CODE TO AMEND SECTION 20-2.4 IN ITS ENTIRETY AND DELETE SECTION 20-2.4(A) RELATING TO STREET WORK PERMIT FEES (First Reading)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, January 24, 2012 @ 5:45 PM.

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

View Meetings Live at <mms://207.105.49.220:8080>

DECEMBER 27, 2011

The City Council meeting was called to order at 6:09 p.m. in the Council Chambers of City Hall by Mayor Eric Perrodin.

ROLL CALL

Council Members Present: **Zurita, Arceneaux, Jones, Perrodin**

Council Members Absent: **Dobson**

Other Officials Present: **C. Cornwell, A. Godwin, P. Ewell**

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Benjamin Holifield, Compton resident, inquired about an alleged \$200 million that the City has in its coffers and further thanked the City Manager for setting the City on the right course. He mentioned a fatal car accident that occurred Christmas morning at Central and Compton Boulevard and requested the installation of additional traffic signals or signs at that intersection due to the increase in accidents in that area.

Councilperson Zurita requested an in-house traffic survey at that intersection.

P. Ewell, City Manager, indicated that he would direct staff and follow-up with a report.

Joyce Kelly, Compton resident, reported on the events of the Senior Citizen Luncheon held last Friday, citing that she was rudely approached by a councilperson and her family members. She advocated for those individuals to be counseled by other elected officials for their behavior in public places. She referenced the rules of decorum and chided that at least three of those rules were violated while the Mayor was away. She wondered if Chairperson Perrodin was afraid of a certain male speaker and strongly encouraged him to educate the council on the rules of decorum, in an effort to stop harassment from council members outside the council chambers.

Herb Arceneaux, Compton resident, reminded the Mayor about the random purchase orders he requested from the City Controller's Office and mentioned that he was awaiting a copy, as well. He recommended the restoration of the defaced monument located on the corner of Willowbrook and Compton Boulevard. He encouraged the citizens of Compton to vote for a person that endeavors to lead the City into a place of beauty and class and further thanked the City Manager for his efforts, indicating that were it not for him the City would be in receivership or bankrupt.

Lorraine Cervantes, Compton resident, commended the Dickinson Lighted Schools program and Councilperson Zurita for a beautifully prepared Senior Luncheon event, in which all senior citizens were warmly welcomed and gifted with beautiful flowers and home appliances.

Val Dudley, Compton resident, thanked the Mayor for providing brighter lighting in her neighborhood, citing the senior citizens have the ability now to water their lawns in the evenings. She also thanked the City Manager for his professional attitude and ability to explain the status of the City's financial situation in layman's terms.

Lynn Boone, Compton resident, addressed Item Number Five and asked the City Manager if the resolution would be administered in two parts; 1) bringing back employees laid off in error and 2) laying-off additional employees. She agreed with the statements made by Mr. Arceneaux and added that the citizens have allowed the Mayor to take over the City and allow unfair and unjust election practices. She stated that in 2013, if the system continues in this manner, individuals with no intentions on bettering the City of Compton will be running for office. And if there are no elected officials on the dais that are willing to address this topic and create policies, than they all need to go. She indicated that the labor negotiations going into closed session tonight would not be an issue if an uninformed councilperson didn't vote to approve the projected budget for the 2011-2012 Fiscal Year. She further asked that the City be held accountable for how much citizens will be charged to run for office in the City of Compton.

#2.

William Kemp, Compton resident, stated that he respects the seat of the Mayor, and the Mayor as a person. He indicated that he had no qualms with telling the Mayor that he was right on certain issues that he agreed with, or disputing the issues that he did not. He cited that the problem occurs when a person calls the Mayor a puppeteer, and then becomes one of his puppets. He affirmed that he stands behind his assertions and clarified that the Mayor is not afraid of him, nor does he throw him out, because he follows instructions and does not insult his family. Mr. Kemp stated that he was shocked to hear the Mayor indicate that he was unaware of the purchase of the police radios when on several occasions he complained about the invoices. He noted that he was waiting to hear the Mayor say he was unaware of the cars that were purchased, or the \$140,000 that was paid to a woman named McFadden for consulting services for a police department. After Mr. Heriot was fired, he asked the Mayor about a study conducted by Thomas, Cobb and Brazilio.

Mayor Perrodin affirmed that it was not in his purview to terminate anyone besides his secretary or his liaison.

Mr. Kemp stated that the Mayor had a three vote majority to terminate Mr. Heriot, after which he discovered that Mr. Heriott spent \$1 million in the Mayor's brother's department.

Mayor Perrodin stated that he was willing to take a lie detector test to prove his integrity and suggested that all council members take lie detector tests.

There was a lengthy discussion, in which the City Council gave their opinions on whether or not elected officials should be required to take lie detector tests.

Craig Cornwell, City Attorney, explained that his office is looking into the legalities of whether a councilperson can be required to take a lie detector test.

P. Ewell, City Manager, reminded the City Council of the City's formal negotiations with banks and auditing firms to discuss the City's current position. Therefore, any inferences or allegations will make it difficult to have the discussion during this time without first having a complete investigation to prove that there's no validity to any of the allegations. Mr. Ewell encouraged the council not to go down this path in such detail, unless of course there are truths to the allegations. Otherwise, it would behoove this Body to move through the process and focus on the City's financial structure.

Mayor Perrodin stated that as a Deputy District Attorney he is in a peculiar situation, because he takes his oath seriously. The Mayor cited that it is against his principles to refrain from discussing and reporting wrong doings even if it means sacrificing a line of credit for the City.

CONSENT AGENDA

On motion by Arceneaux, seconded by Jones, the Consent Agenda was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones, Perrodin

NOES: Council Members - None

ABSENT: Council Members - Dobson

APPROVAL OF MINUTES

1. December 13, 2011

RISK MANAGEMENT

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS IN PAYMENT OF ANNUAL FEES FOR CONTINUED ADMINISTRATION OF THE CITY'S WORKERS' COMPENSATION SELF-INSURANCE PROGRAM
(Resolution # 23,449)

WATER DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE DEPARTMENT OF WATER RESOURCES TO PAY THE ANNUAL RICHLAND FARMS ASSESSMENT FEES (Resolution # 23,450)

APPROVAL OF WARRANTS - There were no warrants to be approved.

END CONSENT AGENDA**REGULAR AGENDA**

CITY MANAGER'S REPORT - There were no City Manager's Reports.

CITY ATTORNEY'S REPORTS**CLOSED SESSION (Reagendad to January 10, 2012)**

4. CONFERENCE WITH LABOR NEGOTIATOR
Agency Negotiator: P. Lamont Ewell
Employee Organization: Compton Management Employees Association; SEIU Local 721 - Maintenance and Trades Unit; SEIU Local 721 - Public Safety Auxiliary; Local Union of Municipal Non-Supervisory Employees (LUMNSE); Compton Firefighters IAFF Local 2216
Pursuant to California Government Code Section 54957

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING A REVENUE SHORTFALL AND WORKFORCE REDUCTION FOR FISCAL YEAR 2011-2012 (Reagendad to January 3, 2012)

COUNCIL COMMENTS

Councilperson Zurita thanked the City Manager for his informative presentation last week.

Councilperson Zurita notified the residents that Pacific Coast Waste & Recycling will continue to pick up Christmas trees on the regularly scheduled trash days until January 2, 2012.

Councilperson Arceneaux thanked the City Manager for all of his hard work, ingenuity and professionalism in tackling the City's deficit. She also hoped that the City would continue to operate in the policies that he puts in place.

#2.

Councilperson Arceneaux reported on the information she received from the City of Southgate's City Clerk's Office regarding towing companies and business decals. Ms. Arceneaux asked the City Attorney to set forth regulations in Compton to ensure that Compton residents were not taken advantage of.

Craig Cornwell, City Attorney, indicated that the City of Compton has the same procedures as the city of Southgate and in regards to one towing company in question; the City Attorney's Office has seen the Compton business license displayed in their cab.

Councilperson Arceneaux asked the City Attorney if he was monitoring their actions to ensure that they were legally operating.

Mr. Cornwell explained that he has been researching towing issues, citing that the City can only regulate within the parameters that have been set forth by the State of California.

Councilperson Arceneaux requested a report indicating when this company was issued a business license in the City of Compton and if they were operating within the legal parameters of the State of California.

Councilperson Arceneaux requested that the meeting be adjourned in the memory of long-time resident, Elder William Joe Brown.

Councilperson Jones extended his appreciation to the Compton Sheriff's Department for the work that they're doing with the youth and wished that more youth were taking advantage of the services provided at the Sheriff's Youth Athletic League.

Councilperson Jones announced that the Los Angeles County Courthouse will be adding a TeleTraffic Window to allow for greater convenience in matters dealing with traffic citations. The window will be open during regular business hours.

Mayor Perrodin reported on the Christmas Business Mixer sponsored by the Compton Chamber of Commerce.

Mayor Perrodin encouraged the residents to attend the National Association for Equal Justice in America (NAEJA) meetings on the first Monday of each month at 600 North Alameda at 7 p.m.

Mayor Perrodin asked the citizens to support the National Association for Advancement of Colored People (NAACP) and announced that he was looking forward to becoming a life member.

Mayor Perrodin congratulated the Compton High School Boys basketball team for being ranked #2 by the Press Telegram and the Dominguez High School Boys basketball team for being ranking #10.

Councilperson Arceneaux requested a report on the status of the monument scheduled for demolition located at Willowbrook and Compton Boulevard. Ms. Arceneaux stated that it is her desire to restore the monument by replacing the plaques.

Mayor Perrodin expressed his displeasure with the monument and asked that his concerns for a possible conflict of interest be added to the report.

Councilperson Zurita asked the City Attorney if there was a vote of the council to demolish the monument.

Councilperson Arceneaux confirmed that there was a vote of the council to demolish the monument because it was deteriorating, but now that it has been rehabilitated, she supports the restoration. Ms. Arceneaux stated that she too, would like to know if there would be a conflict of interest for her to vote on its restoration.

Councilperson Zurita asked the City Attorney if the construction of a monument could be used for personal gain.

Mr. Cornwell stated that he would look into the matter and report back to council.

ADJOURNMENT

On motion by Arceneaux, seconded by Jones, the meeting was adjourned at 7:24 p.m. in the memory of **Elder William Joe Brown**, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones, Perrodin

NOES: Council Members - None

ABSENT: Council Members - Dobson

Clerk of the City of Compton

Mayor of the City of Compton

January 10, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: GRANTS MANAGER, CITY MANAGER'S OFFICE

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MDG ASSOCIATES FOR HUD PROGRAMS-RELATED CONSULTING SERVICES

SUMMARY

This resolution authorizes the City Manager to enter into agreement with MDG Associates, Inc. in the amount of \$30,000 (Thirty Thousand Dollars) to provide consulting services for the Community Development Block Grant (CDBG) and other HUD-program related consulting services.

BACKGROUND

Each year, the City of Compton receives approximately \$2 to \$3 million from the U.S. Department of Housing and Urban Development for its Community Development Block Grant (CDBG), and Emergency Shelter Grant (ESG). In addition, the City received an additional set of funds (one-time only), approximately \$800,000 for the Homeless Prevention and Rapid Re-Housing Program (HPRP). The City's Grants Division administers the CDBG and ESG programs; Careerlink administers HPRP;

Last fiscal year, HUD audited the City's CDBG and HPRP programs which resulted in several additional findings. As a result, all of the HUD audit findings must be resolved as the City moves forward with the implementation of these programs.

The City has utilized the services of outside experts to assist with the planning, implementation and evaluation of our HUD funded programs. For the purposes of this project, staff evaluated three consulting companies, which were MDG Associates, B-Adair Consulting and SJC3 Consulting to assist the City with the OIG Audit and other on-going HUD program related matters. After careful consideration, staff has determined that, MDG Associates is the most uniquely qualified company that can provide us with the required support services necessary to resolve all of the outstanding audit findings. MDG's experience, qualifications and capacity to perform the services would afford the City the best opportunity in resolving this matter and other HUD related issues such as the Annual Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER) and technical assistance.

#3.

MDG Associates, Inc.

- Resolve audit findings under the CDBG and HPRP program
- Assistance in updating the 2011-2012 Action Plan
- Preparation of the FY 2011-2012 Consolidated Annual Performance and Evaluation Report (CAPER)
- Preparation of the FY 2012-2013 Annual Action Plan
- Periodic Maintenance of the Integrated Disbursement Information System (IDIS)
- Technical Assistance related to the implementation of the CDBG, ESG, HOME and other HUD related program issues

STATEMENT OF ISSUE

As an entitlement City of HUD funds, we are required to provide supporting documentation for all expenses incurred. In addition, we are required to provide both an Annual Action Plan and CAPER report to HUD on an annual basis. It is staff's recommendation that the recommended consultant has the unique qualifications that could greatly assist the City with these endeavors.

ALTERNATIVE

Staff considered two other consulting companies; however their capacity and experience did not meet the needs of the City at this time.

FISCAL IMPACT

This resolution will have no impact on the General Fund. The fees for these services will be paid from the Grants Division budget.

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800780Y114262	Other Professional Services	\$30,000

RECOMMENDATIONS

Staff recommends that the Mayor and Council Members authorize the City Manager to execute an agreement with MDG Associates in the amount of \$30,000 to provide consulting services for Community Development Block Grant (CDBG) and other HUD-program related consulting services.

RENEA FERRELL
GRANTS MANAGER

APPROVED FOR FORWARDING

P. LAMONT EWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT
WITH MDG ASSOCIATES FOR HUD PROGRAMS-RELATED CONSULTING
SERVICES

WHEREAS, each year the City of Compton receives approximately \$2 to \$3 million in funding from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG), Emergency Shelter Grant (ESG) ; and

WHEREAS, the City’s Grant Division administers the CDBG and ESG Programs; and

WHEREAS, each year the City utilize the services of outside experts to assist in planning, implementation, and evaluation of these programs; and

WHEREAS, the City reviewed three (3) consulting company quotes proposing to perform all or part of the services needed; and

WHEREAS, after careful consideration, staff has determined that, MDG Associates is the most uniquely qualified company that can provide us with the required support services necessary to resolve all of the outstanding audit findings and other HUD related issues, the items are as follows:

MDG Associates, Inc.

- Resolve audit findings under the CDBG and HPRP program
- Assistance in updating the 2011-2012 Action Plan
- Preparation of the FY 2011-2012 Consolidated Annual Performance and Evaluation Report (CAPER)
- Preparation of the FY 2012-2013 Annual Action Plan
- Periodic Maintenance of the Integrated Disbursement Information System (IDIS)
- Technical Assistance related to the implementation of the CDBG, ESG, and other HUD related program issues

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

Section 1. That the City Council shall authorize the City Manager to execute an agreement with MDG Associates to perform the services listed above, in an amount not to exceed \$30,000.

Section 2. The fees for these services will be paid from the Grants Division in the 2011-2012 fiscal year budget.

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800780Y114262	Other Professional Services	\$30,000

Section 3. That a certified copy of this resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney, and 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 _____, 2012.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2012.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MDG ASSOCIATES FOR HUD PROGRAMS-RELATED CONSULTING SERVICES

P. Lamont Ewell
DEPARTMENT MANAGER’S SIGNATURE

12/29/2011 10:50:07 AM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

1/5/2012 5:07:43 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

1/5/2012 3:55:52 PM
DATE

P. Lamont Ewell
CITY MANAGER

1/5/2012 3:16:07 PM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

January 10, 2012

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: ACTING DIRECTOR OF PUBLIC WORKS

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF TECS ENVIRONMENTAL COMPLIANCE SERVICES FOR PROGRAM SERVICES CONNECTED WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) COMPLIANCE PROGRAM AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A ONE YEAR AGREEMENT

SUMMARY

A resolution to accept the proposal of TECS Environmental Compliance Services for program services connected with National Pollutant Discharge Elimination System (NPDES) requirements and authorize the City Manager to enter into a one year agreement.

BACKGROUND

As authorized by the Clean Water Act, the U.S. Environmental Protection Agency (EPA) administers the National Pollutant Discharge Elimination System (NPDES) permit program which controls water pollution by regulating point sources that discharge pollutants into waters of the United States. Point sources are conveyances such as pipes or man-made ditches.

Individual homes that are connected to a municipal system, use a specific system, or do not have a surface discharge do not need an NPDES permit; however, industrial, municipal, and other facilities must obtain permits if their discharges go directly to receiving water systems.

In most cases, the NPDES permit program is administered by authorized states. In California, the state water board establishes policies and regulations that help protect and restore water quality. Since its introduction in 1972, the NPDES permit program is responsible for significant improvements to our Nation's water quality.

Compliance with NPDES permitting rules is multi-factorial and very time consuming. Accordingly, in November 2011, staff solicited proposals from the following qualified consulting firms to assist the City in implementing the NPDES program.

The scope of services to be performed would include: submitting the Annual Report and Watershed Assessment Report as required by the Los Angeles Regional Water Quality Control Board, Assist the City in the development of Illicit Connection and Illicit Discharge Control Programs, and assist the City in setting up guidelines and procedures for planning and construction projects.

<u>Firm</u>	<u>City</u>	<u>Year 2012</u>
TECS Environmental Compliance	Pasadena, CA	\$35,000.00
John L. Hunter	Santa Fe Springs, CA	\$30,250.00
CWE Calif. Watershed Engineering	Alhambra, CA	\$47,351.00

STATEMENT OF THE ISSUE

After considering the qualifications of each firm, the Public Works Department has determined that TECS Environmental Compliance Services was the most responsive. The Public Works Department staff has been satisfied with the level of service received from TECS during the current period which will expired by the end of December 2011. Additionally, TECS was the only firm that specializes in advocating for cities by working with elected officials at the State level to improve environmental legislation and met all the requirements as outlined in the Request for Proposal all of which are vital for the City to be in compliance with the National Pollutant Discharge Elimination System (NPDES) permit program.

Therefore, in order for the City of Compton to retain the services of TEC Environmental Compliance Services, City Council authorization is necessary.

ALTERNATIVES:

The City's current financial status does not support the hiring of additional staff to handle the NPDES Compliance Program. The City would receive a Notice of Violation for non-compliance from the State Regional Water Quality Control Board for failure to have a NPDES Compliance program in place. In summary, there are no other alternatives at this time.

FINANCIAL IMPACT

The funds in the amount of \$35,000 for the 2012 permit year shall come from Account No. 1001-720-000-4269.

RECOMMENDATION

It is staff's recommendation to continue using TECS Environmental Compliance Services for the NPDES compliance services. Therefore, staff recommends that City Council adopts the attached resolution.

APPROVED FOR FORWARDING

JOHN D. STRICKLAND, JR.
PUBLIC WORKS DEPARTMENT

P. LAMONT EWELL
CITY MANAGER

PLE/JS/HN/dj

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF TECS ENVIRONMENTAL COMPLIANCE SERVICES FOR PROGRAM SERVICES CONNECTED WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) COMPLIANCE PROGRAM AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT

WHEREAS, water pollution degrades surface waters making them unsafe for drinking, fishing, and swimming; and

WHEREAS, the National Pollutant Discharge Elimination System (NPDES) permit program controls water pollution by regulating point sources that discharge pollutants into waters; and

WHEREAS, industrial, municipal, and other facilities must obtain permits if their discharges go directly to receiving water systems; and

WHEREAS, compliance with NPDES permitting rules is multi-factorial and very time consuming; and

WHEREAS, staff solicited proposals from qualified consulting firms to assist the City in implementing the NPDES program; and

WHEREAS, TECS Environmental Compliance Service has submitted the most responsive proposal to implement the NPDES program; and

WHEREAS, funds in the amount of \$35,000 for the 2012 permit year shall come from account number 1001-720-000-4269.

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

SECTION 1. That the City Manager is authorized to enter into a one year agreement and issue a purchase order in an amount not-to-exceed Thirty Five Thousand Dollars and No Cents (\$35,000.00) to TECS to implement the NPDES Compliance Program.

SECTION 2. That the funds shall come from Account No. 1001-720-000-4269.

SECTION 3. That copies of this resolution shall be forwarded to the office of the City Manager, City Controller, City Clerk, and the Public Works Department.

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

ADOPTED this _____ day of _____ 2012.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council of the City of Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on this _____day of _____ 2012.

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

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

CITY CLERK OF THE CITY OF COMPTON



TECS Environmental Compliance Services
106 South Mentor Avenue – 125 • Pasadena, CA 91106
Tel: 626.396.9424/Fax: 626.396.1916/email: rtahir@tecsenv.com

December 14, 2011

Hien Nguyen, P.E.
Assistant City Engineer
City of Compton
500 N Alameda Street, East
Compton, CA 90220

Subject: NPDES Compliance Services for Permit Year 2012

Dear Mr. Nguyen:

TECS Environmental is pleased to accept and confirm the professional fees in our proposal that was submitted to your office last year. A copy of the proposal is attached. The proposal fully addresses tasks specified under *Section II, Scope of Services* of the City's RFP. It also includes additional tasks not specified. The proposed fee is \$35,000 for permit year 2012.

Should you have any questions, please do not hesitate to contact me. It is a pleasure serving the City of Compton

Sincerely,

A handwritten signature in black ink, appearing to read "Ray Tahir".

Ray Tahir

Scope of Work	City of Compton Proposal for NPDES Services: 2010-2012
----------------------	---

Task 1. *Represent City at various NPDES-Related Meetings/Events*

This involves attendance of various meetings required to assure compliance with municipal NPDES permit requirements. Meetings include regularly occurring and ad hoc.

Regularly occurring meetings include Executive Advisory Committee (EAC), which convene monthly; Public Education Outreach, which convene quarterly; Los Angeles River Watershed Management Committee meetings (LARWMC), which generally convene quarterly; Los Angeles River Metals TMDL technical committee, which meet monthly; and monthly meetings with City staff

Ad hoc or non-regularly occurring, but periodically convened meetings include: periodic meetings with the Los Angeles Regional Water Quality Control Board (regional board) and meetings convened by the Coalition for Practical Regulation; meetings convened by the Los Angeles County Department of Public Works/Flood Control District in their collective capacity as Principal Permittee; and United States Environmental Protection Agency (USEPA). Events include, but are not limited to, unscheduled workshops such those sponsored by CASQA (California Stormwater Quality Association) and American Public Works Association (APWA); the State Water Resources Control Board; and legal-related (Superior and Appellate Court cases involving NPDES challenges involving municipal permittees). Should the City elect or be compelled to participate in a separate municipal NPDES permit, due to withdrawal by the County of Los Angeles, additional meetings will be required.

Task 2. *Obtain Data from City Departments, Complete and Submit Annual Report and Watershed Assessment Report*

TECS proposes to extract required NPDES compliance program information from those departments that are involved in development planning/SUSMP; CEQA clearances; general plan updates; grading permit issuance; review of projects for the assignment of minimum BMPs for construction projects less and greater than 1 acre; reporting and responding to illicit connections and discharges; and implementing public education outreach.

Task 3. *Prepare and/or Update and Submit the City's MS4 Program for Review by the Los Angeles Regional Water Quality Control Board - If necessary*

This task will be necessary once the next MS4 NPDES permit is issued by the Regional Board. The next permit is likely to be adopted by the Regional Board some time during the first quarter of 2012. The MS4 program (stormwater quality

management plan) probably will not be required for submittal until at least a year later. However, most crucial will be the inclusion of the implementation plan (IP) for BMPs to comply with the several total maximum daily load (TMDL) requirements including, but not limited to bacteria, trash, and metals. It is possible the Regional Board will ask permittees to propose BMPs for implementation through the next MS4 permit prior to its adoption.

Task 4. *Assist the City in the Development of Illicit Connection and Illicit Discharge Control Program*

TECS shall evaluate the City and County GIS storm drain data to create and/or update a storm drain layer showing streets, catch basins, storm drains and associated specifics (e.g., storm drain diameter, catch basin size/type, county or city-owned catch basins, etc.). Previous locations of illicit connections/discharges will be plotted on the GIS storm drain layer to facilitate a trend analysis and the identification of "hot-spots" within the City.

Task 5. *Assist the City in Providing Training*

TECS proposes to provide training to impacted City employees in the following municipal NPDES program areas: Development Planning; Development Construction; Illicit Connection Discharge Detection and Elimination; and Industrial and Commercial Inspections. Training shall consist of a classroom-style discussion of program requirements using Microsoft Powerpoint™, supplemented by actual field inspections and counter training. The next MS4 permit is likely to also require public agency training of City personnel associated with the following activities:

- Sewage Systems Maintenance, Overflow, and Spill Prevention
- Public Construction Activities Management
- Vehicle Maintenance/Material Storage Facilities/Corporation Yards Management
- Landscape and Recreational Facilities Management
- Storm Drain Operation and Management
- Streets and Roads Maintenance
- Parking Facilities Management
- Public Industrial Activities Management
- Emergency Procedures

Task 6. *Assist the City in Developing Guidelines and Procedures for Complying with Development Planning/Construction Program Projects*

The guidelines and procedures shall be part of the stormwater quality management program revision that will be necessitated once the next MS4 NPDES permit is adopted. It should be noted that the next MS4 permit may

replace the development planning program with "land use planning" as is the case with the Ventura MS4 permit adopted by the Regional Board last spring.

Task 7. *Assist the City in Negotiating the Next MS4 NPDES Permit with the Regional Board*

TECS recommends that the City be involved in the negotiation of the next MS4 permit. Critical issues to be decided include, but are not limited to: how TMDLs can be implemented in the most cost-effective and in a manner that will not compromise the City's ability to provide programs and services; and whether the City should participate in a county-wide permit along with 87 other municipalities or in a watershed/sub-water permit (viz., one that includes permittees that are located in the lower Los Angeles River). Other issues to be negotiated are likely to be who will be responsible for managing watershed management committees, performing outfall monitoring, and collecting watershed-specific data for submittal to the Regional Board. Also critical is negotiating for the language in the permit that will not easily expose the City to violations and third party litigation (e.g., over a receiving water limitation water exceedance of a water quality standard or TMDL).

Task 8. *Assist the City in Negotiating Reasonable TMDLs with the Regional Board*

To date, the Regional Board has adopted the following TMDLs for the Los Angeles River to which the City is subject: bacteria, trash, metals, and nutrients. The USEPA is also planning to adopt a TMDL for oil by March of 2012. Once the TMDLs are incorporated into the MS4 permit, they will be legally binding on the City. The costs associated with compliance with just the bacteria TMDL is expected to be about \$3.5 million over a 25 year period. TECS proposes to advocate on behalf of Compton and its other client cities an alternative TMDL compliance approach that is available under current USEPA guidelines (viz., non-numeric water quality based effluent limits). Instead of having to comply with strict numeric limits, permittees would be able to propose a set of cost-effective BMPs that would be implemented through the MS4 permit over a 5-year period. The BMPs would be, for the most part, non-structural and would limit compliance costs to the amount that would be generated by a county-wide stormwater fee.

Task 9. *Prepare Written Documents and Updates*

The current permit has required permittees to submit various documents to the Regional Board in addition to the annual reports. Recently, the Regional Board has required compliance reports for the trash TMDL and implementation plans for metals. Included in this task group are periodic written updates and advisories that are necessary to assuring City compliance; written comments concerning proposed TMDLs and additional NPDES permit requirements; and requests for information from the Regional Board, USEPA, and private parties. This additional task addresses these and other activities.

Fee DetailCity of Compton Proposal for NPDES Services:
2010-2012

Program Tasks/Sub-Tasks	Total
Task 1: <i>Represent City at various NPDES-Related Meetings</i>	\$ 5,000.00
Task 2: <i>Obtain Data from City Departments, Complete and Submit Annual Report and Watershed Assessment Report</i>	\$ 5,000.00
Task 3: <i>Prepare and/or Update and Submit the City's MS4 Program for Review by the Los Angeles Regional Water Quality Control Board – if necessary</i>	\$ 5,000.00
Task 4: <i>Assist the City in the Development of Illicit Connection and Illicit Discharge Control Program</i>	\$ 2,000.00
Task 5: <i>Assist City in Providing Training</i>	\$ 4,000.00
Task 6: <i>Assist the City in Developing Guidelines and Procedures for Complying with Development Planning and Construction Program Projects</i>	\$ 3,000.00
Task 7: <i>Assist the City in Negotiating the Next MS4 NPDES Permit with the Regional Board</i>	\$ 3,000.00
Task 8: <i>Assist the City in Negotiating Reasonable TMDLs</i>	\$ 3,000.00
Task 9: <i>Prepare Written Documents and Updates</i>	\$ 5,000.00
Total Tasks 1 - 9	\$35,000.00 NPDES Permit Year

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF TECS ENVIRONMENTAL COMPLIANCE SERVICES FOR PROGRAM SERVICES CONNECTED WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) COMPLIANCE PROGRAM AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A ONE YEAR AGREEMENT

John Strickland
DEPARTMENT MANAGER’S SIGNATURE

12/20/2011 3:53:07 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

1/3/2012 11:14:52 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

12/28/2011 8:23:40 AM
DATE

P. Lamont Ewell
CITY MANAGER

12/27/2011 5:09:02 PM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

January 10, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: KAMBIZ SHOGHI, GENERAL MANAGER WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A
PURCHASE ORDER TO OFFICE DEPOT TO PURCHASE OFFICE
SUPPLIES

SUMMARY

This resolution authorizes the City Manager to issue a purchase order in the amount of \$3,500.00 (Three Thousand and Five Hundred Dollars) to Office Depot for the purchase of offices supplies such as calendars, printing cartridges, envelopes and various other items.

BACKGROUND

The Municipal Water Department's commercial office and field office is in need of offices supplies to continue the day to day operations; therefore we are requesting approval of a purchase order so that supplies can be ordered. The department has ordered from both Staples and Office Depot and Office Depot's on-line system is user friendly. Staples on-line systems requires that a check has been posted and order material will be deducted from the amount posted; therefore, it is less time consuming to use Office Depot.

STATEMENT OF THE ISSUE

The Municipal Water Department is requesting a purchase order to cover the cost of office supplies for the commercial office and water yard.

ALTERNATIVE

Make this purchase with Staples which will take longer for the department to receive the supplies due to their on-line purchasing procedures or go with Office Depot which processes their orders within 24 hours.

FISCAL IMPACT

Funds are available in the 2011-2012 fiscal year budget in account 5000-900-000-4210 (Office Supplies).

#5.

Staff Report
Page 2

RECOMMENDATIONS

It is recommended that the Mayor and City Council authorize the City Manager to execute a purchase order to Office Depot in the amount of \$3,500.00 (Three Thousand and Five Hundred Dollars) to purchase office supplies for the commercial office and field office.

**KAMBIZ SHOGHI
GENERAL MANAGER**

APPROVED FOR FORWARDING

**P. LAMONT EWELL
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO
OFFICE DEPOT TO PURCHASE OFFICE SUPPLIES

WHEREAS, The Municipal Water Department commercial office and field is in need of 2012 calendars, printing cartridges, envelopes and various other items; and

WHEREAS, a purchase order is needed so that a order can be place for office supplies; and

WHEREAS, the Municipal Water Department is requesting a purchase order for Office Depot so that staff can order printer cartridges, calendars, and various other office supplies; and

WHEREAS, funds for these expenditures are available in the 2011-12 fiscal year budget in account 5000-900-000-4210.

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

SECTION 1. That the City Manager is authorized to issue a purchase order in the amount of \$3,500.00 (Three Thousand and Five Hundred Dollars) to Office Depot for the purchase of office supplies.

SECTION 2. That a copy of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Municipal Water Department.

SECTION 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2012.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____ 2012.

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

#5.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Water Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO OFFICE DEPOT TO PURCHASE OFFICE SUPPLIES

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

1/5/2012 4:29:43 PM
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

WARRANTS APPROVED BY COUNCIL

<u>Warrant #</u>	<u>Date</u>	<u>Name</u>	<u>Services Provided</u>	<u>Amount</u>	<u>Amount Paid Year to Date</u>
205824	12/29/11	Cleanstreet	Street sweeping service for August, 2011 and Burrell McDonald Park	\$35,255	\$140,566.95
205825	12/29/11	Cleanstreet	Street sweeping service for November, 2011	\$35,000	

Requested By: Public Works/Street
Maintenance

I hereby certify that the above demands in the amount of \$70,255 were approved at a regular meeting of the City Council and reject
_____ as of January 10, 2012.

Council Member

Council Member

City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on
January 10, 2012 allowed the above demands.

Alita Godwin
City Clerk



1937 W 169th Street
Gardena CA 90247
310-538-5888
310-538-8015 Fax

INVOICE

Date	Invoice #
8/31/2011	64796

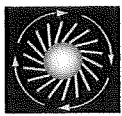
Bill To
City of Compton Attn: Delores Jones 205 S Willowbrook Compton, CA 90220

Job Location/Instructions
Monthly Service for Month of Bill Date

Account #	Terms	Due Date	PO #	Job Date	Service Call #					
1829	Net 30	9/30/2011	B01781	8/31/2011						
Quantity/Hours	Description			Rate	Amount					
1	Monthly Street Sweeping Fee			35,000.00	35,000.00					
<table><tr><td>Paid By</td></tr><tr><td>V#</td></tr><tr><td>P.O. #</td></tr><tr><td>A/C #</td></tr><tr><td>A/C #</td></tr></table>						Paid By	V#	P.O. #	A/C #	A/C #
Paid By										
V#										
P.O. #										
A/C #										
A/C #										
For More Information Or Questions About This Invoice Please Call Nita (310) 538-5888 x 114 or E-Mail at nmoran@cleanstreet.com.				Total	\$35,000.00					
				Payments/Credits	\$0.00					
				Balance Due	\$35000.00					

Net unless otherwise agreed in writing. Accounts are due within terms established. If not paid, a service charge of 1 1/2% per month on unpaid balance will be added to the account and monthly thereafter until paid. If an action at law is instituted to enforce the terms of this agreement, customer agrees to pay all attorneys fees and court costs arising from said action.

#6.


CleanStreet

Cleaning Your Environment

2011 AUG 22 AM 8:54 ✓

 1937 W 169th Street
 Gardena CA 90247
 310-538-5888
 310-538-8015 Fax

INVOICE

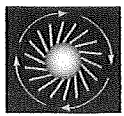
Date	Invoice #
8/16/2011	64697

Bill To
City of Compton Attn: Lisa Smith ICMS 458 S Alameda Street Compton, CA 90220

Job Location/Instructions
McDonald Park Special

Account #	Terms	Due Date	PO #	Job Date	Service Call #
1829	Net 30	9/15/2011		8/11/2011	48369
Quantity/Hours	Description			Rate	Amount
2.33	Hourly Sweep Rate			85.00	198.05
0.67	Hourly Travel Rate			85.00	56.95
Paid By DATE P.O. # City # Job # PAID					
For More Information Or Questions About This Invoice Please Call Nita (310) 538-5888 x 114 or E-Mail at nmoran@cleanstreet.com.				Total	\$255.00
				Payments/Credits	\$0.00
				Balance Due	\$255.00

Net unless otherwise agreed in writing. Accounts are due within terms established. If not paid, a service charge of 1 1/2% per month on unpaid balance will be added to the account and monthly thereafter until paid. If an action at law is instituted to enforce the terms of this agreement, customer agrees to pay all attorneys fees and court costs arising from said action.



CleanStreet
Cleaning Your Environment

1937 W 169th Street
Gardena CA 90247
310-538-5888
310-538-8015 Fax

INVOICE

Date	Invoice #
11/30/2011	65844

Bill To
City of Compton Attn: Lisa Smith ICMS 458 S Alameda Street Compton, CA 90220

Job Location/Instructions
Monthly Service for Month of Bill Date

Account #	Terms	Due Date	PO #	Job Date	Service Call #
1829	Net 30	12/30/2011	B01781	11/30/2011	
Quantity/Hours	Description			Rate	Amount
1	Monthly Street Sweeping Fee			35,000.00	35,000.00
For More Information Or Questions About This Invoice Please Call Nita (310) 538-5888 x 114 or E-Mail at nmoran@cleanstreet.com.				Total	\$35,000.00
				Payments/Credits	\$0.00
				Balance Due	\$35000.00

Net unless otherwise agreed in writing. Accounts are due within terms established. If not paid, a service charge of 1 1/2% per month on unpaid balance will be added to the account and monthly thereafter until paid. If an action at law is instituted to enforce the terms of this agreement, customer agrees to pay all attorneys fees and court costs arising from said action.

WARRANTS APPROVED BY COUNCIL

<u>Warrant #</u>	<u>Date</u>	<u>Name</u>	<u>Services</u> <u>Work Done</u>	<u>Amount</u>	<u>Amount Paid</u> <u>Year to Date</u>	<u>Requesting</u> <u>Department</u>
205889	1/5/12	ADP Inc.	Human Resources perspectives monthly charges	\$7,322.31	\$12,863.87	Human Resources
<u>Warrant #</u>	<u>Date</u>	<u>Name</u>	<u>Work Done</u>	<u>Amount</u>	<u>Year to Date</u>	<u>Department</u>
205898	1/5/12	J. Fletcher & Creamer & Son Inc.	Applications 1 & 2 for the waterline replacement 130W Project	\$694,945.00	\$1,105,044.16	Water

I hereby certify that the above demand in the amount of **\$702,267.31** was approved at a regular meeting of the City and reject _____ as of January 10, 2012.

Council Member

Council Member

City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on January 10, 2012 allowed the above demand.

Alita Godwin
City Clerk

#7.

CITY OF COMPTON
COMPTON, CALIFORNIA 90220
 REMITTANCE ADVICE

THIS CHECK IS TENDERED IN FULL
 PAYMENT OF ITEMS LISTED BELOW

10003163

ADP INC

205889

DETACH BEFORE DEPOSITING

P.O. NUMBER	REFERENCE NO.	REFERENCE DATE	DISCOUNT AMOUNT	NET AMOUNT	PAGE
B03460	837925	09/16/11	0.00	1,779.70	
B03460	877499	10/14/11	0.00	1,859.25	
B03460	934460	11/18/11	0.00	1,836.52	
B03460	972960	12/16/11	0.00	1,846.84	

TOTAL 7,322.31

DO NOT ACCEPT THIS CHECK UNLESS YOU CAN SEE A DUAL-TONE TRUE WATERMARK THAT APPEARS AS CONNECTING PENTAGONS WHEN HELD TO THE LIGHT AND "SAFEGUARD" APPEARS WHEN VIEWED AT AN ANGLE.



BANK OF AMERICA
 COMPTON OFFICE #679
 (310) 639-1160



CITY OF COMPTON
 COMPTON, CALIFORNIA 90220

Check No. 205889

904284
1222

GENERAL WARRANT

CHECK NO.

205889

DATE

01/05/12

AMOUNT

\$*****7,322.31

PAY SEVEN Thousand THREE Hundred TWENTY TWO Dollars and THIRTY
 ONE Cents

TO: ADP INC
 THE P O BOX 78415
 ORDER OF PHOENIX, AZ 85062-8415

CITY CONTROLLER

CITY TREASURER

Void after 60 days



205889 121100782 679020990

THE FACE OF THIS CHECK HAS A BLUE BACKGROUND - ANY OTHER COLORS MAY BE EVIDENCE OF CHEMICAL ALTERATION OR ERASURE - SEE REVERSE SIDE FOR MORE SAFETY FEATURES.

#7.

CITY OF COMPTON
COMPTON, CALIFORNIA 90220
 REMITTANCE ADVICE

THIS CHECK IS TENDERED IN FULL
 PAYMENT OF ITEMS LISTED BELOW

10003163

ADP INC

205889

DETACH BEFORE DEPOSITING

P.O. NUMBER	REFERENCE NO.	REFERENCE DATE	DISCOUNT AMOUNT	NET AMOUNT	PAGE
B03460	837925	09/16/11	0.00	1,779.70	
B03460	877499	10/14/11	0.00	1,859.25	
B03460	934460	11/18/11	0.00	1,836.52	
B03460	972960	12/16/11	0.00	1,846.84	
				TOTAL	7,322.31



CITY OF COMPTON
COMPTON, CALIFORNIA 90220

Check No. 205889

904284
1222

DOUGLAS SANDERS
 CITY TREASURER

GENERAL WARRANT

CHECK NO.
205889

DATE
01/05/12

AMOUNT
\$****7,322.31

PAY SEVEN Thousand THREE Hundred TWENTY TWO Dollars and THIRTY
 ONE Cents

TO ADP INC
 THE P O BOX 78415
 ORDER OF PHOENIX, AZ 85062-8415

CITY CONTROLLER

CITY TREASURER

Void after 60 days

⑈ 205889 ⑈ 121100782 ⑈ 679020990 ⑈

I HEREBY CERTIFY THAT I HAVE EXAMINED THE ABOVE TRANSACTIONS & DOCUMENTS ATTACHED HERETO AND APPROVE THE CLAIM.

APPROVED CITY MANAGER

I HAVE EXAMINED THE ABOVE CLAIMS & ASSUMING THE FACTS THEREIN
 STATED TO BE TRUE FIND THEM A PROPER CLAIM AGAINST THE CITY.

APPROVED CITY COUNCIL

CITY CONTROLLER

Council #
warrant

TODAY'S DATE 5-Jan-2012

Automatic Data Processing, Inc. (ADP INC)
Post Office BOX 78415
Phoenix, Arizona 85062-8415

B03460

12-Jan-2012

Ms. Gayle L. Pasi

CK NO.

HR / Perspective Monthly Personnel Processing for SEPTEMBER through DECEMBER 2011

ACCTS Receivable# 00070-E67506

INVOICE#'s: September 837925 / October 877499 / November 934460 / December 972960

AMOUNT

\$ 7,322.31

TOTAL	\$	7,322.31
-------	----	----------

DEPT. MANAGER'S SIGNATURE

Approved By

Accounts Payable

City Controller

AUDIT BY

V #

P.O. #

A/C #

DATE _____



ADP, INC.
504 CLINTON CENTER DR STE 4400
CLINTON MS 39056

Controller's Office

Invoice # 972960

2011 DEC 21 AM 10:00

December 16, 2011

Page 1



Accounts receivable number:
00070-E67506

00004860 01 AT 0.365 01 TR 0019 ROBLOAA1 10000

C054



Any questions? Call your ADP
service representative,
Southwest Service Center (888)757-6646

PERSONNEL DEPT.
COMPTON CITY HALL
205 S WILLOWBROOK
COMPTON CA 90220-3134

Current Charges

HR Perspective

Company code JDT

Processing Charges for period ending 12/09/2011

* HR/Perspective Monthly Processing

1,698.25

Total current charges

1,698.25

Tax

148.59

Total due this invoice

\$1,846.84

PAID
CK NO. _____
DATE _____

Please return the portion below with your payment in the enclosed return envelope. Include your accounts receivable number on your check made out to ADP, Inc.
Send all service or general information correspondence to the address listed above or call your Client Service Representative.



ADP, INC.
504 CLINTON CENTER DR STE 4400
CLINTON MS 39056

Invoice # 934460
November 18, 2011

Page 1

#7.



Accounts receivable number:
00070-E67506

00003948 01 AT 0.365 01 TR 0017 ROBLOAA1 10000

C054



Any questions? Call your ADP
service representative,
Southwest Service Center (888)757-6646

PERSONNEL DEPT.
COMPTON CITY HALL
205 S WILLOWBROOK
COMPTON CA 90220-3134

Current Charges

HR Perspective

Company code JDT

Processing Charges for period ending 11/11/2011

HR/Perspective Monthly Processing

1,688.75

Total current charges

1,688.75

Tax

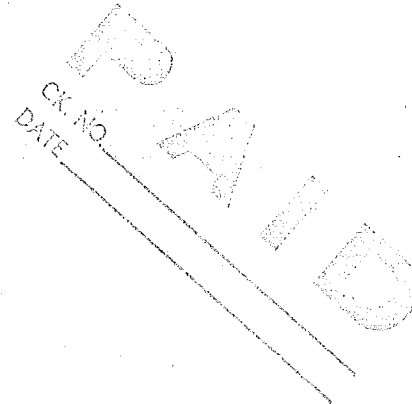
147.77

Total due this invoice

\$1,836.52

HUMAN RESOURCES DEPARTMENT

2011 NOV 23 AM 12:35



Please return the portion below with your payment in the enclosed return envelope. Include your accounts receivable number on your check made out to ADP, Inc. Send all service or general information correspondence to the address listed above or call your Client Service Representative.

#7.
ADP

ADP, INC.
504 CLINTON CENTER DR STE 4400
CLINTON MS 39056

2011 OCT 26 PM 12:03

Invoice # 877499
October 14, 2011

Controller's Office
Page 19
2011 OCT 19 AM 11:11



Accounts receivable number:
00070-E67506

00004620 01 AT 0.365 01 TR 0019 ROBL0AA1-10000
C054



PERSONNEL DEPT.
COMPTON CITY HALL
205 S WILLOWBROOK
COMPTON CA 90220-3134

Any questions? Call your ADP
service representative,
Southwest Service Center (888)757-6646

Current Charges

HR Perspective

Company code JDT

Processing Charges for period ending 10/07/2011

HR/Perspective Monthly Processing

1,709.65

Total current charges

1,709.65

Tax

149.60

Total due this invoice

\$1,859.25

CK NO.
DATE

Please return the portion below with your payment in the enclosed return envelope. Include your accounts receivable number on your check made out to ADP, Inc. Send all service or general information correspondence to the address listed above or call your Client Service Representative.



ADP, INC.
504 CLINTON CENTER DR STE 1400
CLINTON MS 39056

Invoice # 837925
September 16, 2011

Page 1

#7.



HUMAN RESOURCES DEPT
SEP 21 AM 9:17
Accounts receivable number:
00070-E67506

00004788 01 AT 0.365 01 TR 0019 ROBLOAA1 10000
C054



PERSONNEL DEPT.
COMPTON CITY HALL
205 S WILLOWBROOK
COMPTON CA 90220-3134

Any questions? Call your ADP
service representative,
Southwest Service Center (888)757-6646

Current Charges

HR Perspective

Company code JDT

Processing Charges for period ending 09/09/2011

HR/Perspective Monthly Processing

1,636.50

Total current charges

1,636.50

Tax

143.20

Total due this invoice

\$1,779.70

PAID
CK NO.
DATE

Please return the portion below with your payment in the enclosed return envelope. Include your accounts receivable number on your check made out to ADP, Inc. Send all service or general information correspondence to the address listed above or call your Client Service Representative.

#7 City of Compton

CITY CONTROLLER
205 S. WILLOWBROOK-COMPTON, CA 90221
TELEPHONE: (310) 605-5576

PURCHASE ORDER NO.

B03460

TO RECEIVE PROPER PAYMENT THE ABOVE PO NUMBER MUST APPEAR ON ALL
INVOICES, BILLS OF LADING, PACKAGES, CORRESPONDENCE, ETC

01/05/12

VENDOR:

ADP INC
P O BOX 78415
PHOENIX, AZ 85062-8415

DELIVER TO:

CITY OF COMPTON
205 S WILLOWBROOK
COMPTON, CA 90220

SEND INVOICE TO: Compton Controller
Compton, City Hall
205 S. Willowbrook
P.O. Box 5118
Compton, CA 90221

Req. # 56R01086	Vendor # 10003163	Ship Via	Department 56	
Confirming ☐ yes ☐ no	Confirmed to	Terms	Date Required	
QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
0		HR/Perspectives Monthly Process Product-Company Code: 7 5 J D T Accts Receivable#: 00070-E67506	0.00	Unknown
1		INVOICE#:972960 December16,2011 12/09/2011 Ending Period	1,846.84	1,846.84
1		INVOICE#:934460 November18,2011 11/11/2011 Ending Period	1,836.52	1,836.52
1		INVOICE#:877499 October 14,2011 10/07/2011 Ending Period	1,859.25	1,859.25
1		INVOICE#837925 September23,2011 09/09/2011 Ending Period	1,779.70	1,779.70
		"COUNCIL WARRANT"		
			TOTAL	7,322.31

1001560000 4262

7,322.31

APPROVAL:

City Controller

Department Head

DEPARTMENTAL PURCHASE REQUISITION

REQ. NO. 56R01086 **#7.**

VENDOR: ADP INC
ADDRESS: P O BOX 78415
PHOENIX, AZ 85062-8415

P.O. # B03460
DATE 01/05/12

PHONE #: (714) 228-4091
DEL. ADDRESS: CITY OF COMPTON
205 S WILLOWBROOK
COMPTON, CA 90220

Department 56
Division _____
Project _____
Program _____
Requisitioner Gayle Pasi

Vendor No. <u>10003163</u>	Terms _____	Date Required _____
Confirming ☐ yes ☐ no	Confirmed To _____	

QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
0		HR/Perspectives Monthly Process Product-Company Code: 7 5 J D T Accts Receivable#: 00070-E67506	0.00	Unknown
1		INVOICE#:972960 December16,2011 12/09/2011 Ending Period	1,846.84	1,846.84
1		INVOICE#:934460 November18,2011 11/11/2011 Ending Period	1,836.52	1,836.52
1		INVOICE#:877499 October 14,2011 10/07/2011 Ending Period	1,859.25	1,859.25
1		INVOICE#837925 September23,2011 09/09/2011 Ending Period	1,779.70	1,779.70
COUNCIL WARRANT				
ITEM #	ACCOUNT #	AMOUNT	SUB-TOTAL	7,322.31
	1001560000 4262	7,322.31	TAX	0.00
			TOTAL	7,322.31

Sherril Eaton 1/5/12
Dept. Manager Date

[Signature] _____
City Manager Date

Administrator Date

[Signature] 1/5/2012
City Controller Date

#7.

CITY OF COMPTON
COMPTON, CALIFORNIA 90220

THIS CHECK IS TENDERED IN FULL
 PAYMENT OF ITEMS LISTED BELOW

10006940

REMITTANCE ADVICE

J FLETCHER & CREAMER & SON INC

205898

DETACH BEFORE DEPOSITING

P.O. NUMBER	REFERENCE NO.	REFERENCE DATE	DISCOUNT AMOUNT	NET AMOUNT	PAGE
B03459	11-1727-01	11/03/11	0.00	323,878.50	
B03459	11-1727-02	12/06/11	0.00	301,572.00	

TOTAL 625,450.50

DO NOT ACCEPT THIS CHECK UNLESS YOU CAN SEE A DUAL-TONE TRUE WATERMARK THAT APPEARS AS CONNECTING PENTAGONS WHEN HELD TO THE LIGHT AND "SAFEGUARD" APPEARS WHEN VIEWED AT AN ANGLE.


BANK OF AMERICA
 COMPTON OFFICE #679
 (310) 639-1150



CITY OF COMPTON
COMPTON, CALIFORNIA 90220

Check No. 205898

904284
1222

DOUGLAS SANDERS
 CITY TREASURER
 CITY OF COMPTON

GENERAL WARRANT

CHECK NO.	DATE
205898	01/05/12

AMOUNT
***625,450.50

PAY SIX Hundred TWENTY FIVE Thousand FOUR Hundred FIFTY Dollars
 and FIFTY Cents

TO THE ORDER OF J FLETCHER & CREAMER & SON INC
 12874 SAN FERNANDO RD.
 & SPINIELLO COMPANIES
 SYLMAR, CA 91342

CITY CONTROLLER

CITY TREASURER

Void after 60 days



205898 1211007821 679020990

THE FACE OF THIS CHECK HAS A BLUE BACKGROUND - ANY OTHER COLORS MAY BE EVIDENCE OF CHEMICAL ALTERATION OR ERASURE - SEE REVERSE SIDE FOR MORE SAFETY FEATURES.

#7.

DETACH BEFORE DEPOSITING

TOTAL 625,450.50



AMOUNT
\$**625,450.50

CITY TREASURER

11 205898 11 1 21 10078 21 679020990 11

CITY CONTROLLER

KEC ENGINEERS, INC.

Progress Payment #1 for J. Fletcher Creamer & Son, Inc. - Spiniello Companies Inc., A Joint Venture - Invoice #11-1727-01
Project: CITY OF COMPTON - Water Bond Improvements - Waterline Replacement Job #11-1727

Invoice Period: October 1-31, 2011

Budget					J. Fletcher Creamer & Son, Inc. - Spiniello Companies Inc. Invoices						
Item number	Task Description	Estimated Quantity	Unit	Unit Price	Total	Total Previous Invoices	Total Quantities to Date	Total Invoices to Date	Current Quantities This Estimate	Current Invoice	Balance Remaining
1	MOBILIZATION/DEMOLITION	1	LS	\$75,000.00	\$75,000.00		50%	\$37,500.00	50%	\$37,500.00	
2	TRAFFIC CONTROL (AND SAFETY)	1	LS	\$25,000.00	\$25,000.00		10%	\$2,500.00	10%	\$2,500.00	
3	SURVEY CONTROL	1	LS	\$2,500.00	\$2,500.00		40%	\$1,000.00	40%	\$1,000.00	
4	COMPLIANCE TESTING	1	LS	\$3,500.00	\$3,500.00						
5	POTHOLES	100	EA	\$250.00	\$25,000.00		46	\$11,500.00	46	\$11,500.00	
6	DISPOSAL		LF								
7	TRENCHING AND SOIL DISPOSAL	17,390	LF	\$2.00	\$34,780.00						
8	ASBESTOS CEMENT PIPE REMOVAL AND DISPOSAL	17,390	LF	\$14.00	\$243,460.00						
9	PROVIDE TEMPORARY WATER SERVICE (HIGHLINE)	12,930	LF	\$3.00	\$38,790.00						
10	INSTALL 8" DUCTILE IRON WATER PIPE	17,890	LF	\$4.00	\$71,560.00						
10.1	8" DUCTILE IRON PIPE	17,300	LF	\$24.00	\$415,200.00						
11	INSTALL 12" DUCTILE IRON WATER PIPE	17,300	LF	\$20.00	\$346,000.00		8000	\$160,000.00	8000	\$160,000.00	
12	6" PIPE BURST	90	LF	\$60.00	\$5,400.00						
13	NEW 4" OR 6" GATE VALVE ASSEMBLY WITH VALVE BOX	500	LF	\$50.00	\$25,000.00						
14	NEW 8" GATE VALVE ASSEMBLY WITH VALVE BOX	2	EA	\$600.00	\$1,200.00						
14.1	8" GATE VALVE ASSEMBLY MATERIALS	173	EA	\$500.00	\$86,500.00						
15	NEW 12" GATE VALVE ASSEMBLY WITH VALVE BOX	173	EA	\$300.00	\$51,900.00		173	\$51,900.00	173	\$51,900.00	
16	REPLACE WATER SERVICE CONNECTIONS	18	EA	\$1,000.00	\$18,000.00						
17	FURNISH AND INSTALL NEW 6" FIRE HYDRANT ASSEMBLY	300	EA	\$400.00	\$120,000.00						
17.1	FIRE HYDRANT ASSEMBLY MATERIALS	61	EA	\$1,935.00	\$118,035.00						
18	COMBINATION VACUUM/AIR RELEASE VALVE ASSEMBLY	61	EA	\$1,565.00	\$95,465.00		61	\$95,465.00	61	\$95,465.00	
19	BLOW-OFF VALVE ASSEMBLY COMPLETE	4	EA	\$2,125.00	\$8,500.00						
20	TESTING AND DISINFECTION OF WATER PIPES AND SERVICES	8	EA	\$2,125.00	\$17,000.00						
21	TRENCH BACKFILL	17,890	LF	\$1.00	\$17,890.00						
22	PAVEMENT AND STREET IMPROVEMENTS REPLACEMENT	17,390	LF	\$18.00	\$313,020.00						
23	OVER-EXCAVATION AND BACKFILL	17,390	LF	\$21.50	\$373,885.00						
		200	CY	\$50.00	\$10,000.00						
		Sub-Total:			\$2,542,585.00			\$359,865.00		\$359,865.00	\$2,182,720.00
CHANGE ORDERS											
Paid By							#DIV/0!				
V#											
I.O.#											
Grand Total Contract Price:					\$2,542,585.00			\$359,865.00		\$359,865.00	\$2,182,720.00

PAID BY: *AN*
V#: *10000440*
I.O.#: *803459*
Grand Total Contract Price: *\$2,542,585.00*
Grand Total Retention: *\$359,865.00*
Retention 10% = *\$359,865.00*

A/C # *5003.85.000.4755* (*359,865.00*)
A/C # *5001.00.000.2050* (*-35,986.50*)

KEC
ENGINEERS, INC.

Progress Payment #1 for J. Fletcher Creamer & Son, Inc. - Spiniello Companies Inc., A Joint Venture - Invoice #11-1727-01
Project: CITY OF COMPTON - Water Bond Improvements - Waterline Replacement Job #11-1727

Invoice Period: October 1-31, 2011

Item number	Task Description	Budget				J. Fletcher Creamer & Son, Inc. - Spiniello Companies Inc. Invoices					
		Estimated Quantity	Unit	Unit Price	Total	Total Previous Invoices	Total Quantities to Date	Total Invoices to Date	Current Quantities This Estimate	Current Invoice	Balance Remaining
		Grand Total Previous Invoices:					Payable =				
		Grand Total Invoices to Date:				\$359,865.00	\$323,878.50				
Recommended for Approval:		Date: 11/3/11				Amount Due This Invoice = \$323,878.50					

City of Compton
Waterline Replacement
Job #11-1727



J. LETCHER CREAMER & SON, INC.
and
SPINIELLO COMPANIES A JOINT VENTURE
101 East Broadway - Hackensack, NJ 07601
(201) 488-9800 (201) 488-0587 Fax

APPLICATION FOR PAYMENT

ORIGINAL

TO OWNER:	PROJECT:	Waterline Replacement 130W	APPLICATION NO:	001
City of Compton	Project		PERIOD TO:	October 1-31, 2011
Water Division	(JFC Job # 11-1727)		INVOICE NO.:	11-1727-01
322 South Alameda			INVOICE DATE:	November 3, 2011
Compton, CA 90220				

FROM CONTRACTOR:

J. Fletcher Creamer & Son, Inc. & Spiniello Companies A Joint Venture
101 East Broadway
Hackensack, NJ 07601

Application is made for payment as shown below, in connection with the contract

ORIGINAL CONTRACT AMOUNT	\$	2,542,585.00
NET CHANGE BY CHANGE ORDER	\$	-
CONTRACT SUM TO DATE	\$	2,542,585.00
TOTAL COMPLETED TO DATE	\$	359,865.00
RETAINAGE 10%	\$	(35,986.50)
TOTAL EARNED LESS RETAINAGE	\$	323,878.50
AMOUNT PREVIOUSLY BILLED	\$	-
CURRENT PAYMENT DUE	\$	323,878.50

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and that current payment shown herein is now due.

CONTRACTOR:

By: ABBY DELA CRUZ, PROJECT ENGINEER Date: 11/3/11
J. Fletcher Creamer & Son, Inc. & Spiniello Companies A Joint Venture

Approved by Owner: City of Compton

By: Kambiz Shoghi, Water Division City Manager Date:

KEC ENGINEERS, INC.

Progress Payment #2 for J. Fletcher Creamer & Son, Inc. - Spiniello Companies Inc. - A Joint Venture - Invoice #11-1727-02

Project: CITY OF COMPTON - Water Bond Improvements - Waterline Replacement Job #11-1727

Invoice Period: November 1-30, 2011

Budget				J. Fletcher Creamer & Son, Inc. - Spiniello Companies Inc. Invoices			
Item number	Task Description	Estimated Quantity	Unit	Unit Price	Total	Total Previous Invoices	Total Quantities to Date
1	MOBILIZATION/DEMOLITION	1	LS	\$75,000.00	\$75,000.00	\$37,500.00	70%
2	TRAFFIC CONTROL (AND SAFETY)	1	LS	\$25,000.00	\$25,000.00	\$2,500.00	40%
3	SURVEY CONTROL	1	LS	\$2,500.00	\$2,500.00	\$1,000.00	20%
4	COMPLIANCE TESTING	1	LS	\$3,500.00	\$3,500.00	\$1,750.00	50%
5	POTHOLES	100	EA	\$25.00	\$2,500.00	\$11,500.00	46%
6	PAVEMENT AND IMPROVEMENTS REMOVAL AND DISPOSAL	17,390	LF	\$2.00	\$34,780.00	\$8,570.00	4285
7	TRENCHING AND SOIL DISPOSAL	17,390	LF	\$14.00	\$243,460.00	\$59,990.00	4285
8	ASBESTOS CEMENT PIPE REMOVAL AND DISPOSAL	12,930	LF	\$3.00	\$38,790.00		
9	PROVIDE TEMPORARY WATER SERVICE (FISHLINE)	17,890	LF	\$4.00	\$71,560.00		
10	INSTALL 8" DUCTILE IRON WATER PIPE	17,300	LF	\$24.00	\$415,200.00	\$102,840.00	4285
10.1	8" DUCTILE IRON PIPE	17,300	LF	\$20.00	\$346,000.00	\$160,000.00	8000
11	INSTALL 12" DUCTILE IRON WATER PIPE	90	LF	\$60.00	\$5,400.00		
12	6" PIPE BURST	500	LF	\$50.00	\$25,000.00		
13	NEW 4" OR 6" GATE VALVE ASSEMBLY WITH VALVE BOX	2	EA	\$600.00	\$1,200.00	\$8,400.00	14
14	NEW 8" GATE VALVE ASSEMBLY WITH VALVE BOX	173	EA	\$500.00	\$86,500.00	\$21,000.00	42
14.1	8" GATE VALVE ASSEMBLY MATERIALS	173	EA	\$300.00	\$51,900.00	\$51,900.00	173
15	NEW 12" GATE VALVE ASSEMBLY WITH VALVE BOX	18	EA	\$1,000.00	\$18,000.00		
16	REPLACE WATER SERVICE CONNECTIONS	300	EA	\$400.00	\$120,000.00		81
17	FURNISH AND INSTALL NEW 6" FIRE HYDRANT ASSEMBLY	61	EA	\$1,935.00	\$118,035.00		
17.1	FIRE HYDRANT ASSEMBLY MATERIALS	61	EA	\$1,565.00	\$95,465.00	\$95,465.00	61
18	ASSEMBLY	4	EA	\$2,125.00	\$8,500.00		
19	BLOW-OFF VALVE ASSEMBLY COMPLETE	8	EA	\$2,125.00	\$17,000.00		
20	TESTING AND DISINFECTION OF WATER PIPES AND SERVICES	17,890	LF	\$1.00	\$17,890.00		
21	TRENCH BACKFILL	17,390	LF	\$18.00	\$313,020.00	\$77,130.00	4285
22	PAVEMENT AND STREET IMPROVEMENTS	17,390	LF	\$21.50	\$373,885.00		
23	REPLACEMENT	200	CY	\$50.00	\$10,000.00		
Sub-Total:					\$2,542,585.00	\$359,865.00	\$694,945.00
CHANGE ORDERS							
Sub-Total:							
Grand Total Contract Price:					\$2,542,585.00	\$359,865.00	\$694,945.00
Grand Total Retention:					\$694,945.00	\$335,080.00	\$1,847,640.00
Grand Total Previous Invoices:					\$359,865.00	\$33,508.00	
Grand Total Invoices to Date:					\$694,945.00	\$301,572.00	
Retention 10% =							
Payable =							
Amount Due This Invoice =					\$301,572.00		

Recommended for Approval: *[Signature]*

Date: 12/9/11

Amount Due This Invoice = \$301,572.00

(335,080.00) *[Handwritten]*
 (335,080.00) *[Handwritten]*
 5003.65-0000-4755 *[Handwritten]*
 5003.00-0000-2052 *[Handwritten]*
 100069450 *[Handwritten]*
 B03459 *[Handwritten]*



J. FLETCHER CREAMER & SON, INC.
and
SPINIELLO COMPANIES A JOINT VENTURE
101 East Broadway - Hackensack, NJ 07601
(201) 488-9800 (201) 488-0587 Fax

APPLICATION FOR PAYMENT

ORIGINAL

TO OWNER:	PROJECT:	APPLICATION NO:
City of Compton	Waterline Replacement 130W	002
Water Division	Project	PERIOD TO: November 1-30, 2011
322 South Alameda	(JFC Job # 11-1727)	INVOICE NO.: 11-1727-02
Compton, CA 90220		INVOICE DATE: December 6, 2011

FROM CONTRACTOR:
J. Fletcher Creamer & Son, Inc. & Spiniello Companies A Joint Venture
101 East Broadway
Hackensack, NJ 07601

Application is made for payment as shown below, in connection with the contract

ORIGINAL CONTRACT AMOUNT	\$	2,542,585.00
NET CHANGE BY CHANGE ORDER	\$	-
CONTRACT SUM TO DATE	\$	2,542,585.00
TOTAL COMPLETED TO DATE	\$	694,945.00
RETAINAGE 10%	\$	(69,494.50)
TOTAL EARNED LESS RETAINAGE	\$	625,450.50
AMOUNT PREVIOUSLY BILLED	\$	323,878.50
CURRENT PAYMENT DUE	\$	301,572.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and that current payment shown herein is now due.

CONTRACTOR:

By: ABBY DELA CRUZ Date: 12/6/11
J. Fletcher Creamer & Son, Inc. & Spiniello Companies A Joint Venture

Approved by Owner: City of Compton

By: Kambiz Shoghi Date:
Kambiz Shoghi, Water Division City Manager

**CONSTRUCTION AGREEMENT BETWEEN
CITY OF COMPTON
AND
J. FLETCHER CREAMER & SON, INC. AND SPINIELLO COMPANIES
(A JOINT VENTURE)**

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 **J. FLETCHER CREAMER & SON, INC. AND SPINIELLO COMPANIES** (hereinafter collectively referred to as "**CONTRACTOR**") located at 12874 San Fernando Road, Sylmar, California 91342 (J. Fletcher Creamer & Son, Inc.) and 1441 E. 9th Street, Pomona, California 91766 (Spiniello Companies).

RECITALS:

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

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

C. City and Contractor enter into this Agreement for the purpose of retaining Contractor to perform that work required pursuant to the "**Water Main Replacement Project Along Local Streets North of Compton Boulevard, South of Rosecrans Avenue and West of Wilmington Avenue Project (CIP JOB #130)**." ("Project").

D. Authorization to enter into this Agreement is pursuant to Resolution No. 23,315, adopted by the City Council on May 10, 2011.

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

1.0 GENERAL PROVISIONS

1.1 Definitions.

1.1.1 "Work" consists of all of the Construction Services, including but not limited to all of the labor, materials and equipment necessary to complete the Project in accordance with the Contract Documents.

1.1.2 "Contract Documents" consists of this Agreement (including all exhibits and schedules), any amendments and clarifications issued thereto, the "Invitation for Bids," any "Supplementary Instructions to Bidders," and any addendum(s) and supplements thereto issued by the City, the "Proposal" and any "Bid/Unit Price Proposal" submitted by the Contractor, the

plans, general conditions, standard and technical specifications, special provisions, schedules, exhibits, drawings, notice to proceed, notice of completion, any Change Orders, the provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition (except as modified), and any and all other documents identified in the Contract Documents which together form the agreement between the City and the Contractor.

1.2 Public Work of Improvement.

City and Contractor acknowledge that City is a political subdivision of the State of California and that construction of the Project is to be funded with public funds.

1.3 Trust and Confidence.

Contractor accepts the obligation of trust and confidence established between it and City by this Agreement and shall act in the best interests of City, as its fiduciary, in carrying out Contractor's duties and responsibilities under this Agreement, including, without limitation, the furnishing of efficient business administration, sufficient senior level management and other qualified personnel to complete Contractor's obligations under the Contract Documents in an expeditious and economical manner and within the Contract Price and Contract Time.

1.4 Standard of Care.

Contractor shall perform all its obligations under the Contract Documents in accordance with the highest standard of care applicable to the performance of services and Work required by the Contract Documents. In the event portions of the Project are to be performed in accordance with a specific performance standard, the Work shall be performed so as to achieve such standard.

1.5 Compliance with Applicable Laws.

Contractor shall give all notices and comply with all applicable laws and lawful orders of any governmental authorities (including, without limitation, those laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage, Hazardous Substances, and equal employment opportunities); pay all local, state and federal taxes; and pay all benefits, insurance, taxes and contributions for Social Security and Unemployment Insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. Upon City's request, Contractor shall furnish evidence satisfactory to City that any and all of the foregoing obligations have been fulfilled. Without limiting the foregoing, Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work.

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract. Contractor shall also comply with the following laws:

1.5.1 Non-Discrimination. During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of

appurtenances and incidentals necessary to install and complete the following work:

Water Main Replacement Project Along Local Streets North of Compton Boulevard, South of Rosecrans Avenue and West of Wilmington Avenue Project (CIP JOB #130)

The Work to be performed generally consists of reconstruction and/or replacement of water distribution pipelines will all appurtenances service connections and miscellaneous work. Miscellaneous work includes all public and utility notifications, traffic control, surveying, potholing, environmental protections, testing, trench repairs, paving, infrastructure restoration, structures restoration and utility identification. The Project is located along local streets north of Compton Boulevard, south of Rosecrans Avenue and west of Wilmington Avenue.

2.2 Management of Construction Work.

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

Contractor shall bear all costs associated with this Work, including, but not limited to, all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by Contractor in connection with this Work. Contractor's responsibility includes, and is not limited to providing for the protection and storage of materials, tools and equipment for the duration of the Work and maintenance of the Work, Contractor's equipment, traffic control devices, including signage, free of graffiti throughout the duration of the Work.

3.0 CONTRACT PRICE

3.1 Total Compensation.

As full and complete compensation for all of the Work hereunder performed by Contractor in accordance with the Contract Documents, City shall pay, and Contractor agrees to accept, a not-to-exceed maximum sum of **Two Million, Five Hundred Forty-Two Thousand, Five Hundred Eighty-Five Dollars (\$2,542,585.00) ("Contract Price")**, subject to adjustments for changes in the Work as may be agreed to in writing by the City and Contractor.

3.1.1 The Contract Price, unless changed by Change Order, represents the absolute limit of obligation or liability that City may ever have insofar as the cost for full and final completion of the Work, and the total of all payments to Contractor are concerned. Should additional amounts be required to be expended, over and above the Contract Price, to achieve completion of the Work, including project construction, and payment to Contractor, in accordance with this Contract, liability for and payment of such additional

amounts shall be the sole responsibility of Contractor and its Contract surety herein, and City shall not be liable for same. Should the final cost of the construction work and Contractor's compensation total less than the Contract Price, or any approved revision thereof, the difference shall inure to the benefit of City and no claim for all or any portion of said difference shall be valid against or payable by City.

3.2 Payments.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Contractor. If Contractor fails to submit the required deliverable items according to schedule, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Subject to the retention provisions of this Agreement, if payment requests for work completed are complete and timely, undisputed amounts shall be reimbursed to the Contractor within thirty (30) days, or as promptly as fiscal procedures may permit. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of Work for which the Contractor is billing. Invoices shall be delivered or mailed to the Director of the Public Works Department or his/her designee at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

3.2.1 Effect of Progress Payments.

.1 Withholding. Neither the payment, withholding nor retention of all or any portion of any progress payment claimed to be due and owing to contractor shall operate in any way to relieve Contractor from its obligations under the Contract Documents. Contractor shall continue diligently to prosecute the Work without reference to the payment, withholding or retention of any progress payment. The partial payment, withholding or retention by the City in good faith of any disputed portion of a progress payment, whether ultimately determined to be correctly or incorrectly asserted, shall not constitute a breach by the City of this Agreement and shall not be grounds for an adjustment of the contract Price or contract Time.

.2 Payments by Contractor. Contractor shall not include in its payment requests sums on account of any Trade Contractor's portion of the Work that it does not intend to pay to such Trade Contractor. Upon receipt of payment from the City, Contractor shall pay the Trade Contractor performing Work on the Project, out of the amount paid to Contractor on account of such Trade Contractor's Work, the amount to which said Trade contractor is entitled in accordance with the terms of its contract.

.3 No Acceptance. No progress payment or partial or entire use or occupancy of the Project by the City shall constitute an Approval or Acceptance of the Work not in accordance with the Contract Documents.

.4 Warranty. Submission of an invoice or request for payment shall constitute a representation and warranty by the Contractor that: (i) title to Work covered by the request for payment will pass to the City either by incorporation in the construction or upon receipt of payment by Contractor, whichever occurs first; (ii) Work covered by previous requests

for payment are free and clear of liens, stop notices, claims, security interests or encumbrances; and (iii) no Work covered by a request for payment has been acquired by the contractor, or any other person performing or furnishing the Work at the Site, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

3.2.2 Final Payment. Final payment shall not become due until at least sixty (60) days after final completion and satisfaction by Contractor of all conditions of final payment, including without limitation submission to the City of the following: (a) an affidavit that payrolls, bills for material and equipment and other indebtedness connected with the Project for which the City or City's property or funds might be liable have been paid or otherwise satisfied; (b) consent of surety, if any, to final payment; (c) conditional releases and waivers of stop notice and bond rights upon final payment executed on behalf of itself and all Trade Contractors, of every Tier; (d) all record and "as-built" drawings of the Project; (e) all operations and maintenance manuals; and (f) any other documents or information required by the contract documents as a condition of final payment or final completion.

3.3 Withholding.

3.3.1 In addition to the amounts which the City may retain as provided in Paragraph 3.4 below, the City may withhold a sufficient amount from any payment or payments due to Contractor as in the City's sole discretion may be necessary to protect the City against actual or threatened Loss in the event of any of the following:

.1 Third Party Claims. Third party claims or stop notices filed or reasonable evidence indicating probable filing of such claims or stop notices;

.2 Defective Work. Defective Work not remedied;

.3 Nonpayment. Failure of Contractor to make proper payments to its Trade Contractors or others for services, labor, materials or equipment;

.4 Violation of Law. Failure of Contractor or its Trade Contractors to comply with any lawful or proper direction concerning the Work given by any representative of the city authorized to have given such instruction;

.5 Penalty. Any claim or penalty asserted against the City by virtue of contractor's failure to comply with applicable laws;

.6 Failure to Meet Contract Time. Any damages which may accrue as a result of Contractor failing to meet the Construction Schedule or failing to perform within the Contract Time.

3.3.2 Disbursement of Withheld Amounts.

.1 Notice of Grounds. Prior to applying such amount withheld as

stated herein above, the City shall afford the Contractor an opportunity to present good cause, if any, why the Loss in issue is not a valid or just basis for withholding against the Contractor.

.2 Continuous Performance. Provided the City pays the undisputed portion, if any, of funds withheld in good faith, Contractor shall maintain continuous and uninterrupted performance of the Work during the pendency of any disputes or disagreements with the city over withholding of disputed funds.

3.4 Retention.

Contractor agrees to the withholding of a ten percent (10%) retention fee by the City. Unless there is a dispute, within sixty (60) days after the date of completion of the Work, the retention fee shall be released. If there is a dispute, the City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount. For purposes of this section, "completion" means any of the following:

- The occupation and use of the improvement by the City after cessation of labor on the Work; or
- The acceptance of the Work by the City; or
- Cessation of labor on the Work of improvement for continuous period of at least one hundred (100) days, due to factors beyond the control of the City; or
- Cessation of labor on the Work of improvement for continuous period of at least thirty (30) days if the City files for record a notice of cessation or a notice of completion.

-Or-

Pursuant to *Section 22300 of the Public Contract Code* of the State of California, Contractor has the option to deposit securities with a state or federally chartered bank in California, as the escrow agent, as a substitute for retention earnings required to be withheld by the City pursuant to the Contract entered into between the City and the Contractor.

3.5 Contractor's Warranty of Contract Price.

Contractor warrants and represents that the Contract Price, includes without Limitation: (i) all overhead, general and administrative expenses, including without limitation, both on-site and off-site direct job expenses and home office overhead for the Project and all fees and assessments for building and other permits for which Contractor is responsible, licenses and inspections required for the Project, and (ii) includes and assumes that from time to time Contractor will encounter delays, difficult conditions arising from limited access to work areas or other interferences for which responsibility is not otherwise attributable to Contractor and unforeseen conditions at the Site not constituting differing site conditions. Except as otherwise provided in the Contract Documents, Contractor assumes full responsibility for its examination, investigation and understanding of such delays and difficulties which may be encountered, and shall be deemed to have included in its Contract Price a sum to cover the cost and expense associated therewith.

4.0 TIME

4.1 Time of Essence.

Time is of the essence with respect to all time limits set forth in the Contract Documents.

4.2 Commencement.

4.2.1 Construction Services. Contractor agrees to commence the Work provided for herein within **ten (10) working days** after receipt of the **Notification to Proceed** or as otherwise agreed with the Director, and continue in a diligent, professional and worker-like manner without interruption until the work is completed or within a total of **One Hundred Eighty (180) calendar days** (this period is inclusive of time for ordering, inspections and acceptance of materials, mobilization, etc.), whichever occurs first, unless this Agreement is extended, suspended or terminated as provided herein.

4.2.2 Notwithstanding any other provisions of the Contract Documents, the Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to the delivery of a Notice to Proceed. The city's knowledge of work being performed prior to delivery of the Notice to Proceed shall not oblige the City to accept or pay for such work. The Contractor is required to provide all required bonds and evidences of required insurance prior to commencing work at the Site.

4.3 Extensions.

The Contract Time shall not be extended except by a Change Order issued in accordance with the Contract Documents.

4.4 Compensation for Delay.

4.4.1 Sole Remedy. Extensions of time adjusting the Contract Time shall be Contractor's sole and exclusive remedy for delay for reasons beyond its reasonable control.

4.4.2 Exercise of City Rights. Notwithstanding any other provision of the Contract Documents, City's exercise of any of its rights or remedies under the Contract Documents shall not entitle Contractor to extension of the Contract Time or compensation for delay.

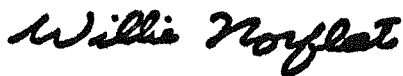
4.5 Liquidated Damages.

IF CONTRACTOR FAILS TO ACHIEVE SUBSTANTIAL COMPLETION OF THE WORK WITHIN THE PERIODS OF TIME REFERRED TO IN PARAGRAPH 4.2.1 OF THIS AGREEMENT (AS ADJUSTED BY CHANGE ORDER FOR EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS), CITY WILL INCUR DAMAGES, THE AMOUNT OF

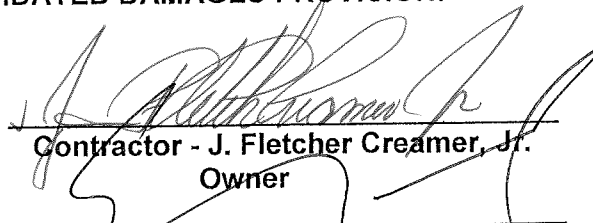
#7.

Construction Agreement – J. Fletcher Creamer & Son, Inc. and Spiniello Companies (A Joint Venture)
Water Main Replacement Along Local Streets North of Compton Blvd,
South of Rosecrans Ave and West of Wilmington Ave Project [CIP JOB#130]
Resolution No. 23,315

WHICH WILL BE DIFFICULT OR IMPOSSIBLE TO ESTABLISH WITH CERTAINTY, INCLUDING BUT NOT LIMITED TO INEFFICIENCY AND DISRUPTION OF CITY'S OPERATIONS. THE PARTIES THEREFORE AGREE THAT FOR EACH DAY PAST THE COMPLETION DATES REFERRED TO IN PARAGRAPH 4.2.1 (AS ADJUSTED BY CHANGE ORDER FOR THE EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS) THAT THE WORK IS NOT SUBSTANTIALLY COMPLETE, CONTRACTOR SHALL PAY CITY THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH CALENDAR DAY DELAYED BEYOND THE TIME PRESCRIBED FOR FINISHING THE WORK AS LIQUIDATED DAMAGES. THIS SUM REPRESENTS A REASONABLE EFFORT TO ESTIMATE FAIR COMPENSATION FOR THE FORESEEABLE LOSSES CITY WILL INCUR ON ACCOUNT OF DELAYS IN SUBSTANTIAL COMPLETION OF THE WORK AND IS NOT A PENALTY. IF LIQUIDATED DAMAGES ARE NOT PAID, THE CITY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONEY DUE OR THAT MAY BECOME DUE TO THE CONTRACTOR UNDER THIS AGREEMENT IN ADDITION TO ANY OTHER REMEDY AVAILABLE TO THE CITY. CONTRACTOR SHALL NOT BE ASSESSED LIQUIDATED DAMAGES IF THE DELAY IS CAUSED BY ACTS OF GOD WHICH COULD NOT REASONABLY HAVE BEEN FORSEEN OR GUARDED AGAINST; STRIKES, BOYCOTTS OR LIKE OBSTRUCTIVE ACTIONS BY CONTRACTOR'S OR IT'S SUBCONTRACTOR'S EMPLOYEES WHICH ARE BEYOND CONTRACTOR'S CONTROL; FAILURE OF CITY TO PERFORM; OR FAILURE OF A PUBLIC UTILITY TO RELOCATE OR REMOVE AN EXISTING UTILITY REQUIRED FOR PERFORMANCE OF THIS CONTRACT. CITY AND CONTRACTOR HEREBY INDICATE THEIR AGREEMENT TO THE FOREGOING LIQUIDATED DAMAGES PROVISION:



City of Compton, Willie Norfleet
City Manager



Contractor - J. Fletcher Creamer, Jr.
Owner

Contractor - Spiniello Companies
Vice President

4.6 Construction Schedule.

Within ten (10) working days after the City's execution of this Agreement, Contractor shall prepare and submit to City a detailed Construction Schedule for the entire Work. The Construction Schedule shall be prepared, utilizing a time-scaled bar chart showing continuous flow from left to right and major milestones which are critical to the completion of the construction of the project and a clearly highlighted critical path. Durations and specific calendar dates shall be clearly and legibly shown for the start and finish of each activity. Activities shall be in sufficient detail to demonstrate a practical plan to complete the construction within the Contract Time. At a minimum, the Construction Schedule shall include City review dates and City review periods related to preparation and processing of submittals, delivery of materials or equipment requiring long-lead time procurement, City's occupancy requirements showing portions of the project having occupancy priority, and proposed dates of substantial completion, performance of minor (or, "punch list") work and final completion.

4.7 City Review Periods.

All schedules prepared by Contractor, shall include such City review periods as are required by the nature of the work and/or as requested by the City. Contractor shall in all cases deliver to City prior to commencement of a City review period a written request for review, accompanied, if appropriate, by the document, question or other information requiring the City or Architect review, response, approval or consideration. For purposes of determining compliance with the City review periods, if Contractor does not deliver its request for review before the first day of a City review period scheduled in the governing schedule, the City review period shall not commence until Contractor delivers such request and the respective City review date shall be extended (without any corresponding adjustment to the Contract Time) on a day-for-day basis until Contractor delivers such request to the proper entity from which a response, review or approval is sought. To the extent that such an extension causes delay to Contractor's performance within the Contract Time, such delay shall be deemed an inexcusable delay.

4.8 Governmental Authority Review Periods.

Contractor shall include in all of the schedules it prepares estimates of the time required for governmental authorities to inspect, review and approval of the work while in progress. Contractor is solely responsible for the sufficiency and accuracy of its estimates of time for all governmental authority review periods.

5.0 CONSTRUCTION PHASE

5.1 General.

5.1.1 Contractor shall completely perform, to City's satisfaction, all of the Work in accordance with this Agreement and other Contract Documents.

5.1.2 Unless otherwise provided in the Contract Documents, Contractor shall furnish, or cause to be furnished, and shall pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

5.1.3 Contractor shall attend meetings with City as frequently as is necessary to the expeditious performance of the Work for the purpose of discussing construction issues which may arise during the Project.

5.2 Supervision of Work.

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

5.3 Permits, Approvals, Licenses and Notices.

Contractor shall obtain and pay for (i) all permits, approvals, licenses and easements; and (ii) government charges and inspection fees pertaining to the construction of the Project.

5.4 Safety.

5.4.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work.

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

.1 Employees and all other persons at the Site;

.2 Materials and equipment stored on the Site or off the Site at locations for use in performance of the Work; and

.3 The Project and all property located at the Site, whether or not said property or structures are part of the Project or involved in the Work.

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

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

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

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

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

.2 Subsurface or latent physical conditions at the Site differing from

those indicated by information about the Site made available to bidders prior to deadline for submitting bids.

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

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

5.5 Substitutions.

There shall be no substitutions in the Work or procedures or methods specified by the Contract Documents for performing the Work, unless Contractor first receives written approval for such substitution from City.

5.6 Trade Contractors.

5.6.1 If applicable, Contractor shall employ only Trade Contractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Each Trade Contractor, of every tier, shall be fully bound to the Contract Documents in the same manner as Contractor is bound to City for all the requirements of the Contract Documents to the extent applicable to the Trade Contractor's portion of the Work.

5.6.2 Contractor assumes responsibility for the proper performance of the Work of Trade Contractors, of every tier, and any acts or omissions in connection with such performance. Contractor shall coordinate the activities of all Trade Contractors, of every tier.

5.7 Separate Contractors.

5.7.1 Contractor agrees to reasonably cooperate with, and coordinate its activities so as not to interfere with, those Separate Contractors performing work at the Site, so that the Project can be completed in an orderly and coordinated manner without delay.

5.7.2 If any part of the Work depends upon other work performed by Separate Contractors, Contractor shall, prior to proceeding with that part of the Work, inspect such other work and promptly notify the City of any circumstance or fact that would render such other work unacceptable for the proper performance of the Work. Contractor shall not proceed with such part of the Work without further direction from the City. Contractor shall be liable for losses incurred due to any defects in such other work not so reported by Contractor.

7.2.5 Changes. Change Orders, Field Orders, Modifications, Scope Changes and other Changes in the Work and adjustments to the Contract Price or Contract Time shall in no way release or exonerate Contractor or its sureties from their obligations and notice thereof shall be waived by such sureties.

7.2.6 Communications. City shall have the right to communicate with Contractor's sureties with respect to matters that are related to Contractor's performance of its obligations under the Contract Documents. Such communications shall not create or be interpreted as creating any contractual relationship between City and any such surety.

8.0 INSURANCE

8.1 General Insurance Provisions.

Without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Evidence of such insurance, which shall be provided by insurer(s) satisfactory to the City's Risk Manager, shall be delivered to the City. Such evidence shall 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, including at least ten (10) day notice of any non-payment of premium(s). ***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.***

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. The Contractor is advised that the City **does not** carry Contractor's Risk insurance, and the Contractor shall obtain its own coverage. 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. Contractor shall ensure any and all contracts with its Trade Contractors performing services under this Agreement meet the insurance requirements of this Agreement.

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

8.1.1 General Liability. Contractor shall provide and maintain in full force and effect, at its own expense, during the term of this Agreement and the duration of the Work a policy of Commercial or Comprehensive General Liability Insurance, inclusive of coverage of premises, products and completed operations, independent contractors, contractual liability, personal injury liability and broad form property damage coverage, with a combined single limit of not less than **Two Million Dollars (\$2,000,000.00)** per occurrence. **Such insurance shall name the City on the Certificate of Insurance and Endorsement Page(s) as "additional Insured" and shall identify the Project or Work involved.**

8.1.2 Automotive Liability. Contractor shall provide and maintain in full force and effect, at its own expense, during the term of this Agreement and the duration of the Work a policy of Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage in an amount not less than **One Million Dollars (\$1,000,000.00)** per accident or occurrence. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles and equipment, or coverage for "any auto".

8.1.3 Workers' Compensation Insurance. Contractor shall provide and maintain in full force and effect, at its own expense, during the term of this Agreement and the duration of the Work, Workers' Compensation Insurance complying with all statutory requirements, Employers' Liability Insurance with limits of at least **One Million Dollars (\$1,000,000.00)** per accident, and other employee work-related accident insurance required by the State of California. Such insurance shall provide coverage for bodily injury, occupational sickness and disease, and death claims of employees of Contractor.

8.1.4 Subcontractor's Insurance. Contractor shall either (1) require each of his/her/its subcontractors to procure and maintain during the term of this Agreement, Subcontractor's Commercial General Liability Insurance, Contractor's Property Damage Insurance, Automotive Liability Insurance and Workers' Compensation Insurance in the amounts and subject to the same provisions as specified above; or (2) include all of his/her/its subcontractors as insureds under its policies.

9.0 CHANGE ORDERS

9.1 Changes. City has the right, in its sole discretion, to make whatever changes it deems necessary or desirable to the Work; no change ordered by City shall entitle Contractor to an adjustment of the Contract Price or Contract Time unless it constitutes a Scope Change.

9.2 Change Orders. A Change Order is a written order signed by City and Contractor, and issued after execution of this Agreement, authorizing an adjustment in the Contract Price and/or Contract Time. The Contract Price and Contract Time can be adjusted only by Change Order. No action, conduct, omission, prior failure or course of dealing by City shall act to waive, modify, change or alter the requirement that Change Orders must be in writing signed by City and that such written Change Orders are the exclusive method for effecting any adjustment to the Contract Price and Contract Time.

9.3 Negotiation of Price. City and Contractor shall each use their best efforts to agree in good faith upon the amounts of any adjustment to the Contract Price.

9.4 No Abandonment. Contractor acknowledges that it is within the contemplation of the parties hereto that Changes (including, without limitation Scope Changes and deletions of Work) may be made to the Project and in recognition of that fact agree that under no circumstances shall any requests by the City for such Changes, regardless of their individual or cumulative number, value or size, entitle the contractor to stop performance or constitute an abandonment, cardinal change or rescission of this Agreement.

10.0 CERTIFICATIONS

10.1 Certification of Contractor. I, **J. Fletcher Creamer, Jr.**, HEREBY CERTIFY that I am the **Owner**, and duly authorized representative of the Contractor firm of **J. Fletcher Creamer & Son, Inc.**, and I, **Emil J. Solimine**, HEREBY CERTIFY that I am the **Vice President**, and duly authorized representative of the Contractor firm of **Spiniello Companies** and that, except as hereby expressly stated, neither I nor the above firm that I represent have: (i) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor (ii) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor (iii) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this Agreement.

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

11.5 Waiver of Jury Trial. Contractor voluntarily waives its right to a jury trial of any cause of action, claim, counter-claim or cross-complaint in any action, proceeding or hearing on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between City and Contractor, Contractor's performance on the Project, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect. Contractor shall include this provision for waiver of jury trial right in its contracts with its Trade Contractors who provide work to the Project, waiving the right of a jury trial in any action involving City as a party, whether by joinder, consolidation, counter-claim, cross-complaint or otherwise.

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

11.7 Successors and Assigns. This Agreement shall be binding on successors, assigns and legal representatives of and persons in privity of contract with City or Contractor. Contractor shall not assign, sublet or transfer an interest in this Agreement without advance written approval of City. Assignment, subletting or transfer will not release Contractor from any of its obligations to City.

11.8 Interpretation. 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.

11.9 Survival. All provisions of this Agreement which by their nature continue beyond the termination or completion of performance under this Agreement, including, without limitation, those obligations pertaining indemnification, insurance and confidentiality, shall survive and continue in force after either termination or completion of performance by Contractor.

11.10 Conflict of Interest. The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by Contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any Contract, subcontract or arrangement with the City. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the City, any other Contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the City interest and the interests of the third parties.

11.11 City's Quality Assurance Plan. The City shall evaluate Contractor's performance under this Contract. Such evaluation will include assessing Contractor's

Practices shall be defined as any program, technology, process, site criteria, operating method, measure or device which controls, prevents, removes or reduces pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

The City, as permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency and private citizens. The City may assess the Contractor a penalty of \$1,000 for each calendar day that the Contractor has not fully implemented the BMPs specified for the contract and/or is otherwise in noncompliance with these provisions. In addition, the City will deduct, from the final payment due the contractor, the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

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

11.20 Entire Agreement. The Contract Documents represent the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by Change Order. Nothing contained in the Contract Documents shall be for the benefit of, create any contractual relationship with, or give rise to a cause of action in favor of any third party.

12.0 DEFAULT AND TERMINATION

12.1 Default by Contractor.

12.1.1 Notice of Default. Without limitation to any of City's other rights or remedies at law or in equity, City shall have the right to terminate this Agreement in the event that Contractor fails or refuses to perform any of the obligations set forth in this Agreement or the other Contract Documents, including but not limited to persistent or repeated refusal or failure, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or failure to make prompt payment to subcontractors or for materials or labor, or persistent disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, and fails to cure such default in the manner required hereafter.

12.1.2 Opportunity to Cure Default. Contractor shall cure any default in performance of its obligations under the Contract Documents within two (2) business days after receipt of written notice of such default from City; provided, however, that if the breach cannot reasonably be cured within such time then Contractor will commence to cure the breach within two (2) days and will diligently and continuously prosecute such cure to completion within a

reasonable time, which shall in no event be later than ten (10) calendar days after receipt of such written notice.

12.2 City's Rights and Remedies Upon Default.

12.2.1 Remedies Upon Default. In the event that Contractor fails to cure any breach of this Agreement within the time periods set forth above, then City may pursue any remedies available under law or equity, including, without limitation, the following:

.1 Delete Certain Services. City may, without terminating this Agreement, delete certain portions of the Work, reserving to itself all rights to recover losses related thereto.

.2 Perform and Withhold. City may, without terminating this Agreement, engage others to perform the Work or portion of the Work that has not been performed by Contractor and withhold the cost thereof to City from future payments to Contractor, reserving to itself all rights to recover losses related thereto.

.3 Suspend this Agreement. City may, without terminating this Agreement and reserving to itself all rights to recover losses related thereto, suspend all or any portion of this Agreement for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract Price or Contract Time, and shall have no liability to Contractor for adjustment to the Contract Price, Contract Time, or for losses, if City directs Contractor to resume Work.

.4 Terminate this Agreement. City may terminate all or any part of this Agreement for cause according to the notice provisions set forth in this Agreement, reserving to itself all rights to recover losses related thereto.

.5 Invoke the Performance Bond. City may, with or without terminating this Agreement and reserving to itself all rights to recover losses related thereto, exercise its rights under the Contractor's performance bond.

12.2.2 Rights Cumulative. All of City's rights and remedies under this Agreement are cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as "material" shall not be construed as implying that other breaches not so designated are not material nor shall such designations be construed as limiting City's right to terminate or the exercise of its other rights or remedies for default to only material breaches. City shall determine whether there has been noncompliance with the Contract Documents so as to warrant exercise by City of its rights and remedies for default. No termination or action taken by City after termination shall prejudice any other rights or remedies of City provided by law or equity or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all losses suffered by City.

12.2.3 Monies. In the event of a termination or suspension of all or a portion of

the Work due to a default by Contractor, City shall have the right, without releasing Contractor or its sureties from liability for failure to fulfill this Agreement, to withhold all or a portion of the monies owing or retained until final completion of the Work. Any cost over and above the Contract Price arising from the suspension of operations of this Agreement and the completion of the Work shall be paid by Contractor's sureties. Contractor will be paid any surplus monies remaining after all contract disputes have been resolved and finally determined.

12.2.4 Delays by Sureties. Without limitation to any of City's other rights or remedies under the law or in equity, City has the right to suspend the performance by Contractor's sureties in the event of any of the following: (i) failure of the sureties to begin work within a reasonable time in such manner as to ensure full compliance with the Contract Documents within the Contract Time; (ii) abandonment of the Work; (iii) if at any time City is of the opinion the Work is unnecessarily or unreasonably delayed; (iv) willful violation of any terms of this Agreement; (v) failure to perform according to this Agreement or the other Contract Documents; or (vi) failure to follow instructions of City for performance of the Work within the Contract Time. City will serve notice of such failure upon the sureties and in the event the sureties neglect or refuse to cure the breach within the time specified in such notice, City shall have the power to suspend the operation or any part thereof of Contractor's sureties.

12.2.5 Contractor Obligations. Upon receipt of a notice of termination for default, Contractor shall, unless the notice states otherwise, perform each of the obligations set forth in Paragraph 12.4.1, below.

12.2.6 Damages to City.

.1 Reservation of Remedies. City will be entitled to all damages available under the law, and all rights in equity, in the event of Contractor's breach of this Agreement or the other Contract Documents.

.2 Deductions. If City suffers a loss due to Contractor's nonperformance, then such loss shall be deducted from the amounts withheld. Should the amount withheld exceed the amount deducted, the balance will be paid to Contractor or its designee upon completion of the Project. If the loss incurred by City exceeds the amount withheld, Contractor shall be liable to City for the difference and shall promptly remit same to City.

.3 No Release. If, however, City elects to terminate this Agreement for cause, all monies due Contractor or retained under the terms of the Contract Documents shall be forfeited to City. Such forfeiture shall not release Contractor or its sureties from liability for failure to fulfill this Agreement. Contractor and its sureties will be credited with the amount of monies forfeited toward any greater sum they may be liable for in connection with Contractor's default.

12.3 Suspension by City for Convenience. City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time, as City may determine, with such period of suspension to be computed from the date of

the written order. Without limitation to the foregoing, Contractor acknowledges that issuance of a suspension order by City due to circumstances relating to City's compliance with the California Environmental Quality Act is foreseeable and that such suspension order, regardless of its duration, shall not be considered a breach by City of this Agreement. Upon receipt of a suspension order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the suspension order during the period of work stoppage. Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the suspension order or it shall have the right, without incurring a liability to Contractor for lost profits or consequential damages, to delete the Work covered by such suspension order by issuing a Change Order.

12.3.1 Resumption. If a suspension order is canceled or expires, Contractor shall resume and continue with the Work. A Change Order will be issued adjusting the Contract Price and/or the Contract Time for additional costs of work and delay necessarily caused by such suspension.

12.3.2 Suspension Order Required. The provisions of this Section 12.3 shall not apply if a suspension order is not issued by City. A suspension order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

12.4 Termination Without Cause. City shall have the option, at its sole discretion and without cause, to terminate this Agreement in part or in whole by giving thirty (30) days' written notice to Contractor as provided herein. Contractor agrees to accept such sums as allowed under this Section 12.4 as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, Loss of anticipated profits, Loss of revenue, lost opportunity, or other consequential, direct, indirect, incidental Losses or damages, of any kind.

12.4.1 Contractor Obligations. Upon receipt of notice of termination without cause, Contractor shall, unless the notice directs otherwise, do the following:

.1 Immediately discontinue performance to the extent specified in the notice;

.2 Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of its obligations as is not discontinued;

.3 Provide to City a description, in writing no later than two (2) business days after receipt of the notice of termination, complete copies of all subcontracts, purchase orders and contracts that are outstanding, including any change orders, amendments and modifications thereto, status of payments and balance owing, the status of performance and claims by Trade Contractors, together with such other information as City may determine necessary in order to decide whether to accept assignment of, or request Contractor to terminate the subcontract, purchase order or contract;

.4 Promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and

.5 Thereafter continue only such performance as may be necessary to preserve and protect work already completed or in progress and to protect materials and equipment on the Site or in transit thereto.

12.4.2 Final Billing. Following termination without cause and within thirty (30) days after receipt of a complete and timely billing from Contractor seeking payment of sums authorized by this Paragraph 12.4.2, City shall pay to Contractor as its sole and exclusive compensation for performance under this Agreement the following:

.1 The Contract Price earned and payable as of the date of termination, less sums previously paid to Contractor;

.2 Plus, reasonable costs of work of Contractor and Trade Contractors for (i) demobilizing, and (ii) administering the close out of its participation in the Project (including, without limitation, all billing and accounting functions) for a period of no longer than thirty (30) days after receipt of the notice of termination;

12.4.3 Trade Contractors. Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts with its Trade Contractors permitting termination for convenience by Contractor on terms that are consistent with this Agreement and that afford no greater rights of recovery against Contractor for termination than are afforded to Contractor.

12.5 Contractor's Rights and Remedies.

12.5.1 Contractor's Remedies. Contractor may terminate this Agreement for cause only upon the occurrence of one of the following:

.1 The work is stopped for one hundred sixty (160) consecutive days, through no act or fault of Contractor, any Trade Contractor, of any tier, or any employee or agent of any of them, due to issuance of an order of a court or other governmental authority other than City having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

.2 City fails to make payment of sums that are not in good faith disputed by City and fails to cure such default within (i) ninety (90) days after receipt of notice from Contractor notifying City of the default; and (ii) an additional thirty (30) days notice to City notifying it of its intention to terminate this Agreement.

12.5.2 Continuous Performance. Provided that Contractor is paid undisputed sums due under this Agreement, Contractor shall not stop, delay or interrupt continuous performance of the Work by reason of any dispute or disagreement with City, including, without

limitation, any disputes or disagreements over payments of funds that are disputed in good faith by City.

13.0 NOTICES

13.1 Delivery. All notices, demands or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the 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 send by facsimile transmission.

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

City of Compton
 205 South Willowbrook Avenue
 Compton, California 90220
 Attn: Director, Public Works Department
 (310) 605-5505
 (310) 761-1417 – Fax

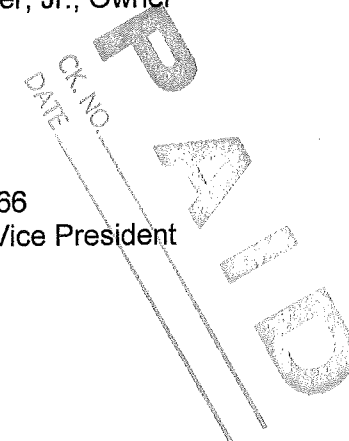
with copies to:

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

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

J. Fletcher Creamer & Son, Inc.
 12874 San Fernando Road
 Sylmar, California 91342
 Attn: J. Fletcher Creamer, Jr., Owner
 (818) 367-9748
 (818) 367-9749 - Fax

Spiniello Companies
 1441 E. 9th Street
 Pomona, California 91766
 Attn: Emil J. Solimine, Vice President
 (909) 629-1000



#7.

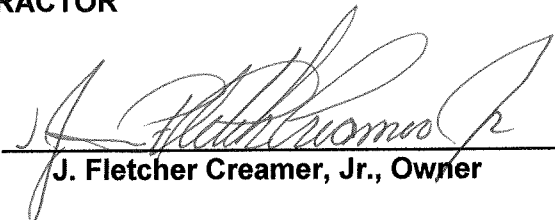
Construction Agreement – J. Fletcher Creamer & Son, Inc. and Spiniello Companies (A Joint Venture)
Water Main Replacement Along Local Streets North of Compton Blvd,
South of Rosecrans Ave and West of Wilmington Ave Project [CIP JOB#130]
Resolution No. 23,315

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

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

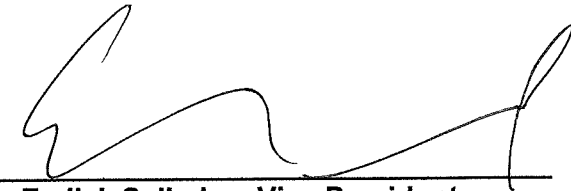
J. FLETCHER CREAMER & SON, INC./CONTRACTOR

Dated: 7/6/11

By 
J. Fletcher Creamer, Jr., Owner

SPINIELLO COMPANIES/CONTRACTOR

Dated: 7/1/11

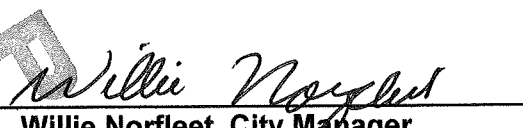
By 
Emil J. Salimine, Vice President

CITY OF COMPTON
Recommended for Approval:

By 
Kambiz Shoghi, General Manager
Compton Municipal Water Department

Dated: 06/20/11

Dated: 7-25-11

By 
Willie Norfleet, City Manager

Approved as to form:

for By 
Craig J. Cornwell, City Attorney

Dated: 7/20/11

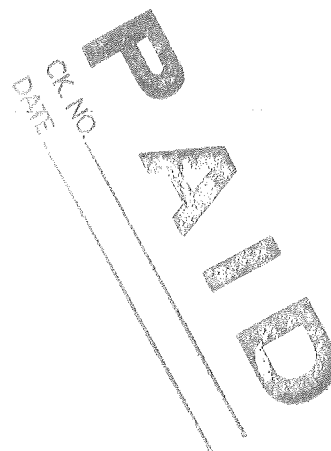
Construction Agreement – J. Fletcher Creamer & Son, Inc. and Spiniello Companies (A Joint Venture)
Water Main Replacement Along Local Streets North of Compton Blvd,
South of Rosecrans Ave and West of Wilmington Ave Project [CIP JOB#130]
Resolution No. 23,315

ATTEST:

Dated: 8-4-11

By

Alita Godwin, City Clerk



#7.



83566

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
6/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Commercial Lines - (973) 437-2300	CONTACT NAME:	
	Wells Fargo Insurance Services USA, Inc.	PHONE (A/C, No, Ext):	FAX (A/C, No):
	7 Giralda Farms, 2nd Floor	E-MAIL ADDRESS:	
	Madison, NJ 07940-1027	INSURER(S) AFFORDING COVERAGE	
INSURED	J. Fletcher Creamer and Son, Inc. & Spiniello Companies, A Joint Venture 101 East Broadway Hackensack NJ 07601	INSURER A:	Travelers Property Casualty Company of America
		INSURER B:	Everest National Insurance Company
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2933074

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU included ☒ Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	X	DTCO2631R880 RR Exclusion Deleted Within 50 Feet	05/01/2011	05/01/2012	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		8102631R880	05/01/2011	05/01/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		71C4000457101	05/01/2011	05/01/2012	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	DTJUM5968R84A	05/01/2011	05/01/2012	☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: JV Job #11-1727 - Water Main Replacement Project Along Local Streets North Compton Boulevard, South Rosecrans Avenue and West of Wilmington Avenue Project (CIP Job #130)
City of Compton is named as Additional Insured as respects the General Liability policy if required by written contract with the Named Insured, but only within policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD

© 1988-2010 ACORD CORPORATION. All rights reserved.



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

JV No. 11-1727

PERFORMANCE BOND

Bond No. 015034059-J. Fletcher Creamer & Son, Inc.

Bond Number: 015033969-Spiniello Companies

KNOW ALL MEN BY THESE PRESENTS, that we J. Fletcher Creamer & Son, Inc. & Spiniello Companies,
A Joint Venture, 12874 San Fernando Road, Sylmar, CA 91342, as principal (the "Principal"),
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the
"Surety"), are held and firmly bound unto City of Compton
205 South Willowbrook Avenue, Compton, CA 90220, as obligee (the "Obligee"), in
the penal sum of Two Million Five Hundred Forty Two Thousand Five Hundred Eighty Five & 00/100
Dollars (\$ 2,542,585.00),
for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement, dated the 10th day of May, 2011,
entered into a contract (the "Contract") with the Obligee for Water Main Replacement Project Along Local Streets
North of Compton Boulevard, South Rosecrans Avenue and West of Wilmington Avenue Project
(CIP Job #130)

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly and
faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and
effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Whenever the Principal shall be, and declared by the Obligee to be in default under the Contract, the Obligee
having performed the Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall
promptly:
 - 1.1 Arrange for the Principal, with consent of the Obligee, to perform and complete the Contract; or
 - 1.2 Undertake to perform and complete the Contract itself, through its agents or through independent
contractors; or
 - 1.3 Obtain a bid or bids from alternative contractors to complete the Contract in accordance with its terms and
conditions, and upon determination by the Surety of the lowest responsible bidder, or if the Obligee elects,
upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, arrange for a
contract between such bidder and the Obligee, and make available as work progresses (even though
there should be a default or a succession of defaults under the contract or contracts of completion
arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract
price; but not exceeding the amount set forth in the first paragraph of this bond. The term "balance of the
contract price," as used in this paragraph, shall mean the total amount payable by the Obligee to the
Principal under the Contract and any amendments thereto, less the amount properly paid by the Obligee to
the Principal; or
 - 1.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with
reasonable promptness under the circumstances:
 - a. After investigation, determine the amount for which it may be liable to the Obligee and, as soon as
practicable after the amount is determined, tender payment therefore to the Obligee; or
 - b. Deny liability in whole or in part and notify the Obligee citing reasons therefore.

#7.

2. Notwithstanding any other provision of this bond or the Contract, or otherwise, the Surety is not responsible for and shall not be held liable to the Obligees for any hazardous waste removal and the Surety shall not be held liable to, or in any other respect be responsible to, the Obligees by way of indemnity, claims or otherwise, or to any public authority or to any other person, firm or corporation, for or on account of any fines or claims by any public authority or for bodily injuries or property damage to any person or thing, including, but not limited to, injury or damage due to the release or threat of release of hazardous substances of any kind or damage to real estate or to the environment or clean-up costs or other damages of whatever kind or nature arising out of any act of commission or omission by the Principal, the Principal's agents, servants, employees, subcontractors or suppliers or any other person in connection with the performance of the Contract. This limitation applies regardless of when any such fine is assessed, claim is made, or injury, damage, release or threat of release occurs and without regard to any term or condition of the Contract.
3. The Surety hereby waives notice of any alteration or extension of time made by the Obligees.
4. Any suit under this bond must be instituted before the expiration of one (1) year from the date on which the Principal ceased to work on the Contract or such time period as otherwise permitted by relevant statute. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligees named herein or the heirs, executors, administrators or successors of the Obligees.
6. Any claims must be presented in writing to Liberty Mutual Insurance Company to the attention of the Surety Law Department at the above address.

DATED as of this 28th day of June, 20 11.

WITNESS / ATTEST
~~XXXXXX~~

Ray Bellini
Ray Bellini

J. Fletcher Creamer & Son, Inc. &
Spiniello Companies, A Joint Venture
(Principal)

By: [Signature] (Seal)

Name: J. Fletcher Creamer, Jr.
Title: Authorized Representative

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: [Signature] (Seal)

Attorney-in-Fact
April D. Perez

CK NO. 1011
DATE 6/28/11
PAID



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

JV No. 11-1727

PAYMENT BOND

Bond No. 015034059-J. Fletcher Creamer & Son, Inc.

Bond Number: 015033969-Spiniello Companies

KNOW ALL MEN BY THESE PRESENTS, that we J. Fletcher Creamer & Son, Inc. & Spiniello Companies,
A Joint Venture, 12874 San Fernando Road, Sylmar, CA 91342, as principal (the "Principal"),
and Liberty Mutual Insurance Company, a Massachusetts stock insurance company, as surety (the "Surety"),
are held and firmly bound unto City of Compton
205 South Willowbrook Avenue, Compton, CA 90220, as obligee (the "Obligee"),
in the penal sum of Two Million Five Hundred Forty Two Thousand Five Hundred Eighty Five & 00/100
Dollars (\$ 2,542,585.00),

for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the 10th day of May, 20 11,
entered into a contract (the "Contract") with the Obligee for Water Main Replacement Project Along Local Streets
North of Compton Boulevard, South Rosecrans Avenue and West of Wilmington Avenue Project (CIP Job #130)

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly make payment to all Claimants, as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. A "Claimant" is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The Principal and the Surety hereby jointly and severally agree with the Obligee that every Claimant, who has not been paid in full before the expiration of a period of ninety (90) days (or such lesser or greater time period as otherwise permitted by relevant law) after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any Claimant:
 - (a) Unless Claimant, other than one having a direct contract with the Principal, shall have given written notice to the Principal and the Surety within ninety (90) days (or such lesser or greater time period as otherwise permitted by relevant law) after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in separate envelopes addressed to the Principal and Surety. The Principal may be served at any place where an office is regularly maintained for the transaction of business, or in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. The Surety may be served to the attention of The Surety Law Department at the above-listed address.
 - (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

#7.

- (c) After the expiration of one (1) year (or such lesser or greater time period as otherwise permitted by relevant law) following the date on which the Principal provided the last labor and/or materials to the project. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
4. Surety shall have no liability to any Claimant under this Bond for any amount unless it is due and owing to the Claimant by the Principal pursuant to the express terms of the contract between the Principal and Claimant or, if the Claimant does not have a direct Contract with Principal, pursuant to the terms and conditions of the Contract between the Claimant and the Subcontractor to the Principal. The Bond incorporates all of the Principal's contractual defenses, including but not limited to pay-if-paid provisions, whereby payment to the Claimant is subject to the condition precedent of the Obligor's payment to the Principal, and other limitations on amounts due under the contract between Principal and Claimant.
5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed of record against such improvement, whether or not a claim for the amount of such lien be presented under and against this bond.

DATED as of this 28th day of June, 20 11.

WITNESS / ATTEST

Ray Bellini
Ray Bellini

J. Fletcher Creamer & Son, Inc. &
Spiniello Companies, A Joint Venture
(Principal)

By: [Signature] (Seal)

Name: J. Fletcher Creamer, Jr.

Title: Authorized Representative

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)

By: [Signature] (Seal)

April D. Perez
Attorney-In-Fact

CK. NO. 10
DATE 7/1/11

CORPORATE ACKNOWLEDGMENT

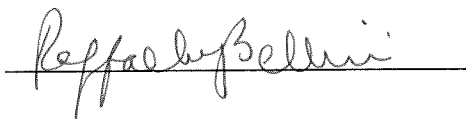
STATE OF NEW JERSEY

COUNTY OF BERGEN

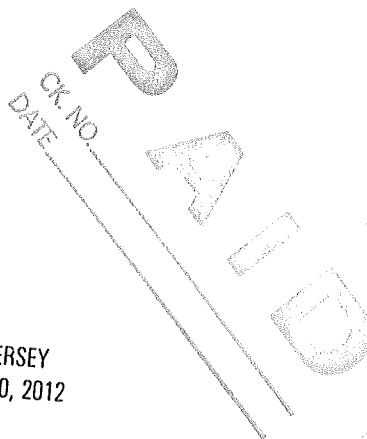
On this 28th day of June, 2011 before me personally cameJ. Fletcher Creamer, Jr. to me known,who, being by me duly sworn, did depose and say that he/~~she~~ resides inWyckoff, NJ that he/~~she~~ is the Authorized Representative of

J. Fletcher Creamer & Son, Inc. and Spiniello Companies, A Joint Venture
that corporation described in and which executed the above instrument; that he/she
knows the seal of said corporation; that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the Board of Directors of said
corporation, and he/she signed his/her name thereto by like order.

(SEAL)



RAFFAELA BELLINI
NOTARY PUBLIC STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 20, 2012
ID # 2292025



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint MARY LAWRENCE, THERESA GIRALDO, APRIL D. PEREZ, JAMES HOLLAND, ALL OF THE CITY OF MORRISTOWN, STATE OF NEW JERSEY....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **THREE HUNDRED MILLION AND 00/100***** DOLLARS (\$ 300,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 8th day of June, 2011.



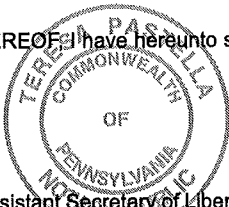
LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 8th day of June, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 28th day of June, 2011.



By Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2010

Assets		Liabilities	
Cash and Bank Deposits	\$ 795,278,733	Unearned Premiums	\$3,502,531,059
*Bonds — U.S Government.....	928,976,332	Reserve for Claims and Claims Expense	15,450,806,243
*Other Bonds	12,269,586,768	Funds Held Under Reinsurance Treaties	1,764,193,716
*Stocks.....	8,410,330,089	Reserve for Dividends to Policyholders	4,776,435
Real Estate	280,897,925	Additional Statutory Reserve.....	89,441,297
Agents' Balances or Uncollected Premiums	2,971,477,549	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	156,129,412	Other Liabilities.....	2,126,508,564
Other Admitted Assets	10,888,871,535	Total.....	\$22,938,257,314
Total Admitted Assets	\$36,701,548,343	Special Surplus Funds	\$1,218,426,655
		Capital Stock	10,000,000
		Paid in Surplus	7,731,965,815
		Unassigned Surplus.....	4,802,898,559
		Surplus to Policyholders.....	13,763,291,029
		Total Liabilities and Surplus.....	\$36,701,548,343



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2010, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 29th day of March, 2011.

T. Mikolajewski

Assistant Secretary

CK. NO.
DATE
PAID

RESOLUTION NO. 23,315

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF AND ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO J. FLETCHER CREAMER & SON, INC AND SPINIELLO COMPANIES (A JOINT VENTURE) FOR THE WATER MAIN REPLACEMENT PROJECT ALONG LOCAL STREETS NORTH OF COMPTON BOULEVARD SOUTH OF ROSECRANS AVENUE AND WEST OF WILMINGTON AVENUE (CIP JOB #130); AMEND THE FISCAL YEAR 2010-2011 BUDGET

WHEREAS, much of the City's water main infrastructure system was built more than 70 plus years ago and it is antiquated and needs improvements, and

WHEREAS, pursuant to a review of system conditions, a multi-year prioritized Capital Improvement Project (CIP) plan of action was developed that is being financed through the water revenue bonds; and

WHEREAS, replacement of the water mains existing along local streets north of Compton Boulevard, south of Rosecrans Avenue and west of Wilmington Avenue has been identified as one of the projects included in the CIP; and

WHEREAS, the department advertised and sealed bids were opened on April 13, 2011, and the results were as follows:

<u>VENDOR</u>	<u>AMOUNT</u>
Williams Pipeline Contractors	\$2,862,413.00
Vido Arturovich & Sons, Inc.	\$3,417,680.00
J.A. Salazar Construction	\$3,417,680.00
Dominguez General Engineering	\$2,819,764.00
J. Fletcher Creamer/Spiniello Co	\$2,542,585.00
John T. Malloy, Inc.	\$2,626,269.00
Sully-Miller Contracting Co	\$2,854,950.00
Minako America Corp	\$3,624,130.00

WHEREAS, the funds have been identified in the 2010/11 fiscal year budget and should be transferred as follows:

FROM:

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
5003-000-000-4294	Bond Contingency	\$3,051,102.00

TO:

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
5003-880-000-4755	Maintenance/Repair of Mains	\$3,051,102.00

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

SECTION 1. That the bid of J. Fletcher Creamer & Sons and Spiniello Companies (a joint venture), is hereby accepted and all other bids are rejected.

SECTION 2. That the City Manager, upon the advice of the City Attorney, is authorized to execute a contract and issue a purchase order to J. Fletcher Creamer & Sons and Spiniello Companies, in the amount of Two Million Five Hundred Forty Two Thousand Five Hundred Eighty Five Dollars (\$2,542,585.00), for the replacement of the water mains existing along local streets north of Compton Boulevard, south of Rosecrans Avenue and west of Wilmington Avenue.

CITY OF COMPTON

PARTIAL PAYMENT FORM

DEPARTMENT:

MUNICIPAL WATER DEPT

P.O. # B03459

VENDOR NAME:

J Fletcher & Creamer & Son Inc. & Spiniello Compa

DATE: 01/04/12

VENDOR ID:

10006940

DESCRIPTION	QUANTITY	INVOICE #	CREDIT	PRICE
Water Bond improvements - Waterline Replacement Job #130W	1	11-1727-01		\$359,865.00
	1	11-1727-02		\$335,080.00
	Retention	5003-000-000-2050	\$69,494.50	
		10 percent		
BEGINNING BALANCE:	\$694,945.00		TAX:	
BALANCE:	\$0.00		TOTAL:	\$625,450.50

ACCOUNT
NUMBER(S)5003-850-000-4332
\$625,450.50

AND

5003-000-000-2050
\$69,494.50

APPROVED FOR PAYMENT

DATE

Tuesday, January 04, 2011

DEPARTMENT HEAD

Kambiz Shoghi

KAMBIZ SHOGHI

#7. City of Compton

CITY CONTROLLER
205 S. WILLOWBROOK-COMPTON, CA 90221
TELEPHONE: (310) 605-5576

PURCHASE ORDER NO.

B03459

TO RECEIVE PROPER PAYMENT THE ABOVE PO NUMBER MUST APPEAR ON ALL
INVOICES, BILLS OF LADING, PACKAGES, CORRESPONDENCE, ETC.

Water

VENDOR:

J FLETCHER & CREAMER & SON IN
12874 SAN FERNANDO RD.
& SPINIELLO COMPANIES
SYLMAR, CA 91342

COMPTON
LOWBROOK
COMPTON, CA 90220

SEND INVOICE TO: Compton Controller
Compton, City Hall
205 S. Willowbrook
P.O. Box 5118
Compton, CA 90221

Req. # 85R03353	Vendor # 10006940	Ship Via	Department 85	
Confirming ☐ yes ☐ no	Confirmed to		Terms	Date Required
QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1		Application #1 for the Waterline Replacement 130W Project	359,865.00	359,865.00
1		Application #2 for the Waterline Replacement 130W Project COUNCIL WARRANT for 1/3/2012	335,080.00	335,080.00
			TOTAL	694,945.00

5003850000 4755

694,945.00

APPROVAL:

City Controller

Department Head

DEPARTMENTAL PURCHASE REQUISITION

REQ. NO. 85R03353

#7.

VENDOR: J FLETCHER & CREAMER & SON INC

ADDRESS: 12874 SAN FERNANDO RD.
& SPINIELLO COMPANIES
SYLMAR, CA 91342

P.O. #

DATE 12/29/11

PHONE #:

DEL. ADDRESS: CITY OF COMPTON
205 S WILLOWBROOK
COMPTON, CA 90220

Department 85
Division
Project
Program
Requisitioner Triphenia Simmon

Vendor No. 10006940

Terms

Confirming ☐ yes ☐ no

Confirmed To

Date Required

QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1		Application #1 for the Waterline Replacement 130W Project	359,865.00	359,865.00
1		Application #2 for the Waterline Replacement 130W Project COUNCIL WARRANT for 1/3/2012	335,080.00	335,080.00
ITEM #	ACCOUNT #	AMOUNT	SUB-TOTAL	694,945.00
	5003850000 4755	694,945.00	TAX	0.00
			TOTAL	694,945.00

Dept. Manager

Date

City Manager

Date

Administrator

Date

City Controller

Date

2012 JAN - 1 PM 4:15
Controller's Office

PAID
CK NO. 1115
DATE 12/29/11

CITY MANAGER'S OFFICE
RECEIVED
2011 DEC 29 PM 2:09

[Signature]
1/4/2012
Date

January 10, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: RENEA FERRELL, GRANTS MANAGER

SUBJECT: REQUEST TO SCHEDULE A PUBLIC HEARING TO RECEIVE
COMMENTS ON THE PROPOSED SUBSTANTIAL AMENDMENT FOR
THE CITY OF COMPTON.

The City of Compton, as a direct entitlement community to the U.S. Department of Housing and Urban Development (HUD), is required to hold public hearings to receive input from residents on proposed changes in funding allocations for CDBG, CDBG-R, HOME, and ESG projects and activities from current and prior years Action Plans. Therefore, in order to notify the public about the proposed Substantial Amendment, a public hearing is requested for **Tuesday, February 21, 2012 at 5:50pm.**

RENEA FERRELL
GRANTS MANAGER

P.LAMONT EWELL
CITY MANAGER

January 10, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: RENE FERRELL, GRANTS MANAGER

SUBJECT: REQUEST TO SCHEDULE A PUBLIC HEARING TO RECEIVE
COMMENTS ON THE PROPOSED 2012– 2013 ANNUAL ACTION PLAN
FOR THE CITY OF COMPTON.

The City of Compton, as a direct entitlement community to the U.S. Department of Housing and Urban Development (HUD), is required to hold public hearings to receive input from residents on proposed funding allocations for CDBG, HOME, and ESG projects and activities. Therefore, in order to notify the public about the proposed 2012-2013 Annual Action Plan, a public hearing is requested for **Tuesday, February 21, 2012 at 6:00pm.**

RENE FERRELL
GRANTS MANAGER

P.LAMONT EWELL
CITY MANAGER

January 10, 2012

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM: JOHN STRICKLAND JR., INTERIM DIRECTOR
PUBLIC WORKS DEPARTMENT**

**SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
COMPTON AMENDING CHAPTER XX OF THE COMPTON
MUNICIPAL CODE TO AMEND SECTION 20-2.4 IN ITS
ENTIRETY AND DELETE SECTION 20-2.4(A) RELATING TO
STREET WORK PERMIT FEES**

SUMMARY

The City Council will consider adopting an Ordinance that will amend Chapter XX of the Compton Municipal Code ("Code") by amending Section 20-2.4 in its entirety to update its provisions and by deleting Section 20-2.4(A) so as to remove the Schedule of Street Work Permit Fees from the Code and have the same set by City Council resolution, as currently provided for in Section 20-2.4.

BACKGROUND

Section 20-2 of Chapter XX of the Compton Municipal Code requires that a permit be obtained prior to doing work in, over or through any property or right-of-way owned by the City and sets forth the process for obtaining a permit, in addition to requiring certain fees and deposits for the same.

On February 23, 1960, the City Council adopted Ordinance No. 1,173, which, among other matters, established requirements for a permit to do street work on City property and set forth the fee amounts to be charged for such permits. On July 16, 1985, the City Council adopted Ordinance No. 1,700, which deleted the schedule of permit fees from the Code that had been adopted by Ordinance No. 1,173 and in place thereof stated that "... *Such fees shall be in accordance with a schedule thereof from time to time in effect as established by resolution of the Council.*" (Emphasis added).

On October 4, 1989, Ordinance No. 1,809 was adopted by the City Council, which amended Section 20-2 to add a Section 20-2.4(A), a "Schedule of Street Work Permit Fees," however apparently the provisions of Section 20-2.4 providing for the establishment of permit fees by Council resolution was inadvertently overlooked when deciding to place a schedule of permit fees directly within the Code.

#13.

Staff Report re Amend CMC Section 20-2 – Amend
Section 20-2.4 and Delete Section 20-2.4(A)
Street Work Permit Fees
January 10, 2012, Page 2

STATEMENT OF THE ISSUE

The proposed ordinance will amend Section 20-2.4 of the Compton Municipal Code to include updated provisions that will provide greater protections against liability for the City. For example:

- Include the requirement that the permittee indemnify, defend and hold the City harmless from and against liability, suits, actions, judgments, etc. which arise out the permittee's use, operation and activity under its permit.
- Specify the forms and type of insurance policy or policies that will fully protect the City from claims and suits for bodily injury and property damage that permittee must maintain throughout the term of the permit and specify that the required amounts of insurance coverage shall be set by Council resolution.

Currently, there exists a contradiction between the provisions of Section 20-2.4 and 20-2.4(A) as concerns the manner in which the schedule of permit fees shall be enacted. Ordinance No. 1,700, enacted in 1985, states that permit fees shall be established by Council resolution. However, in 1989, Ordinance No., 1,809 was adopted which added a schedule of fees to the Code [Section 20-2.4(A)], without consideration of the language of Section 20-2.4, which established that fees shall be set by Council resolution.

Amending the fee schedule that is contained within the Code is a lengthy procedure that requires the adoption of another ordinance, in addition to the wait period (a minimum of 30 days after the ordinance is adopted) before the amendment shall become effective; whereas authorizing the City Council to establish the schedule of fees via resolution makes the process of updating fee schedules to reflect the cost incurred by the City for the administration and enforcement of the involved regulation more effective, efficient and timely.

Thus, the proposed ordinance will delete Section 20-2.4(A) from the Code to resolve the conflicting provisions and simplify the process of updating the fee schedule.

FISCAL IMPACT

If the within Ordinance is adopted a resolution establishing a schedule of fees shall be brought before the Council for consideration and adoption. This proposed resolution will increase the fee amounts to more accurately reflect the current costs incurred by the City for the administration and enforcement of the involved regulation.

Staff Report re Amend CMC Section 20-2 – Amend
Section 20-2.4 and Delete Section 20-2.4(A)
Street Work Permit Fees
January 10, 2012, Page 3

RECOMMENDATION

Staff recommends the adoption of the attached Ordinance.

JOHN STRICKLAND JR.
INTERIM DIRECTOR OF PUBLIC WORKS

APPROVED FOR FORWARDING:

P. LAMONT EWELL
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER XX OF THE COMPTON MUNICIPAL CODE TO AMEND SECTION 20-2.4 IN ITS ENTIRETY AND DELETE SECTION 20-2.4(A) RELATING TO STREET WORK PERMIT FEES

WHEREAS, Section 20-2 of Chapter XX of the Compton Municipal Code requires that a permit be obtained prior to doing work in, over or through any property or right-of-way owned by the City and sets forth the process for obtaining a permit, in addition to requiring certain fees and deposits for the same; and

WHEREAS, while in Ordinance No. 1,173, adopted by the City Council on February 23, 1960, the amount of fees charged for permits was set forth within Ordinance No. 1,173; on July 16, 1985, the City Council adopted Ordinance No. 1,700, which deleted the schedule of permit fees from the Compton Municipal Code and in place thereof stated within Ordinance No. 1,700, that “... *Such fees shall be in accordance with a schedule thereof from time to time in effect as established by resolution of the Council.*”; and

WHEREAS, on October 4, 1989, Ordinance No. 1,809 was adopted by the City Council, which amended Section 20-2 to add a Section 20-2.4(A), a “Schedule of Street Work Permit Fees” to the Compton Municipal Code, however apparently the provisions of Section 20-2.4 providing for the establishment of permit fees by Council resolution was inadvertently overlooked when deciding to place a schedule of permit fees directly within the Code; and

WHEREAS, currently there exist a conflict between the provisions of Section 20-2.4 and 20-2.4(A) as concerns the manner in which the schedule of permit fees shall be enacted and leaving Section 20-2.4(A) within the Compton Municipal Code perpetuates this conflict, in addition to causing confusion; and

WHEREAS, amending the fee schedule that is contained within the Compton Municipal Code is a lengthy procedure that requires the adoption of another ordinance, in addition to the wait period required before the amendment shall become effective; whereas authorizing the City Council to establish the schedule of fees via resolution makes the process of updating fee schedules to more accurately reflect the cost incurred by the City for the administration and enforcement of the involved regulation more effective, efficient and timely.

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

Section 1. That Section 20-2.4 (Permits; Fees) of the Compton Municipal Code is hereby amended in its entirety to read as follows:

Section 20-2.4. Permits; Fees.

A fee shall be charged for all aforesaid street work, except that no fee shall be charged to any governmental agency providing the work is being done by the agency. The City Council shall from time to time establish, by resolution, a fee for public works permits in addition to any other deposits required for each public works permit issued. The fees shall not be refundable. In the case of a new subdivision or major improvement in any street or other public place within the City, or work performed under an improvement act of the State Legislature, the City Engineer may, in lieu of such permit fees, require the permittee to pay

to the City an amount equal to one-half of one percent (1/2%) of the involved constructions costs.

a. Except when work is being done pursuant to a franchise ordinance and/or agreement which requires that the franchise holder indemnify the City, prior to the issuance of any permit to perform any work mentioned in this section, the applicant shall also agree to indemnify, defend and hold harmless, to the maximum extent permitted by law, the City and its officials, officers, agents, employees and representatives, from and against any and all liability, suits, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless of whether the allegations are false, fraudulent or groundless), costs and expenses (including reasonable attorney’s fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, the permittee’s use, operation, and activity under its permit. City may, in its sole and absolute discretion, select counsel of its choosing to defend against any asserted liability, suit, action, proceeding, judgment, claim, loss, lien, damage, injury, cost or expense which is subject to indemnification obligations set forth herein. Permittee shall be required to fully reimburse City for the legal fees and all related litigation and expert costs of such defense.

b. Except when work is being done pursuant to a franchise ordinance and/or agreement, each permittee shall obtain, pay for and maintain in full force and effect throughout the term of the permit, an insurance policy or policies that fully protects the City from claims and suits for bodily injury and property damage. The insurance must be issued by an insurance carrier which is duly qualified to engage in such insurance business under the laws of the State of California, insuring the City, as additionally insured, against any liability for loss resulting from the prosecution of the work for which an application for a permit has been made and be in the amount or amounts which the City Council shall from time to time establish by resolution. The policy or policies must include a signed endorsement naming the City and its official, officers, agents and employees as additional insured’s; provide that the permittee’s insurance is primary and that no other insurance available to the City will be called on to contribute to a loss covered under the policy; provide that permittee’s insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought; and, provide at least thirty (30) days’ advance written notice of cancellation (other than for nonpayment of premium), termination or reduction of coverage. The insurance must afford coverage for the permittee’s use, operation and activity, vehicles, equipment, facility representatives, agents and employees as follows:

- 1. Commercial General Liability Insurance with separate per occurrence limits for bodily injury and property damage, and including coverage for contractual liability; personal injury; explosion, collapse and underground; products; and completed operations in an amount determined by City Council resolution.
- 2. Business Automobile Liability Insurance with separate per occurrence limits for bodily injury and property damage, including rented, leased, hired, scheduled, owned and non-owned auto coverage, as applicable, or in a combined single limit in an amount determined by City Council resolution.
- 3. Workers’ Compensation Insurance in compliance with the laws of the State of California, and employer’s liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claimant.

The insurance required herein in no way relieves or decreases the permittee’s or its agent’s obligation to indemnify and defend the City under this section. Prior to

issuance of a permit, the permittee shall furnish the City, or have on file with the City Engineer, certificates of insurance and endorsements, in the form and amount(s) required, evidencing all of the coverage's above.

Section 2. That Section 20-2.4A (Schedule of Street Work Permit Fees) of the Compton Municipal Code is hereby deleted in its entirety.

Section 3. The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance hereby adopted be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance hereby adopted shall remain in full force and effect.

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

Section 5. That this Ordinance shall take effect thirty (30) days after its adoption.

Section 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

ADOPTED this _____ day of _____, 2012.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2012.

#13.

ORDINANCE NO. _____
PAGE 4

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER XX OF THE COMPTON MUNICIPAL CODE TO AMEND SECTION 20-2.4 IN ITS ENTIRETY AND DELETE SECTION 20-2.4(A) RELATING TO STREET WORK PERMIT FEES (First Reading)

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

1/5/2012 3:37:34 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

1/5/2012 3:56:53 PM
DATE

P. Lamont Ewell>
CITY MANAGER

1/5/2012 3:16:54 PM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

