

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, October 22, 2013 5:45 PM

HEARING(S)

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. OCTOBER 8, 2013

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

2. CLAIMS AGAINST THE CITY
Elvin Anderson III v. City of Compton (I-8603/LI0000291A)
Calvin Smith v. City of Compton (I-8600/LI0000288A)
Bobby Walker v. City of Compton (I-8598/LI0000286A)
(Deny Claims)

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES

CITY MANAGER'S REPORT

3. REQUEST A PUBLIC HEARING ON THE ESTABLISHMENT OF A SCHEDULE OF FEES FOR COMMERCIAL VEHICLE AND PUSHCART VENDING PURSUANT TO SECTIONS 9-25 (VENDING FROM COMMERCIAL VEHICLES) AND 9-26 (PUSHCART VENDORS) OF THE COMPTON MUNICIPAL CODE **(NOVEMBER 12, 2013 AT 5:50 P.M.)**
4. ORAL REPORT - DEBBIE WONG - MAINTENANCE OF CALTRANS PROPERTIES NEAR THE CITY OF COMPTON

CITY ATTORNEY'S REPORTS

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE SALARY RANGE FOR THE POSITION OF DIRECTOR OF PARKS AND RECREATION
6. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER VIII OF THE COMPTON MUNICIPAL CODE TO DELETE SECTION 8-2 (MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT ESTABLISHED) IN ITS ENTIRETY **(FIRST READING)**
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT'S 2013-2014 FISCAL YEAR BUDGET, AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO SIALIC CONTRACTORS COPORATION DBA SHAWNAN FOR THE PAVING OF WILLIAMS ALLEY PROJECT (CIP# 09-09)
8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT'S 2013-2014 FISCAL YEAR BUDGET, AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO SIALIC CONTRACTORS CORPORATION DBS SHAWNAN FOR THE PAVING OF ORIS/WINONA ALLEY PROJECT (CIP#09-07)
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM TRIMMING LAND COMPANY, INC., AUTHORIZE THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER FOR CITYWIDE TREE MAINTENANCE SERVICES WITHIN THE CITY LIMITS

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, November 05, 2013 @ 5:45 PM.

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

View Meetings Live at <mms://livemedia.comptoncity.org:8080>

OCTOBER 8, 2013

The City Council meeting was called to order at 6:16 p.m. in the Council Chambers of City Hall by Mayor Aja Brown.

ROLL CALL

Council Members Present: Zurita, Galvan, Arceneaux, Jones, Brown,
Council Members Absent: None

Other Officials Present: C. Cornwell, A. Godwin, G. H. Duffey

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. POWER POINT PRESENTATION - Kris Bailey "Privacy for All Students"

Ms. Bailey encouraged the residents of Compton to sign the petition, or at least help collect 700,000 signatures to stop Assembly Bill 1266, which will allow students to use restrooms, locker rooms, and showers of their own sexual orientation in California public schools effective January 1, 2014.

For additional information on how you can get involved go to www.privacyforallstudents.com.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Cheyenne Brown, Compton resident and winner of the 2014 Miss Compton pageant, thanked the City Council for supporting the pageant because of the many opportunities it has provided for her. She announced that because of the pageant, she was offered an internship with City Pride magazine and an opportunity to be a part of the Year of the Diamond film production. She offered each member of the City Council a page in the anniversary issue and requested an opportunity to meet with the Mayor and editor of the magazine Charles Jackson.

Lee Wax, Coalition of Compton Unions, encouraged the citizens of Compton to speak out against the uncivilized actions taking place during City Council meetings.

Deputy Irma Reyes, Town Sheriff for the Fourth District, invited the residents to participate in the upcoming Community Camp-Out event to be held Wednesday, October 23, 2013 at Cesar Chavez Park from 5 p.m. to 7 p.m. on the corner of Santa Fe and Oaks Street.

Victor Hernandez, business owner, complained that code enforcement officials are harassing him at his business.

Mayor Brown spoke out against unfair treatment of business owners.

Benjamin Holifield, Compton resident, proposed that department heads be placed under the direction of the City Attorney's Office. He also asked that each District work diligently to address the treatment of business owners and that they are held accountable for the upkeep of their properties.

Joanna Morales, Compton resident, encouraged the citizens of Compton to attend "Centennial High School's 60th Anniversary Celebration" to be held Saturday, November 9, 2013 at The Reef restaurant in Long Beach. \$50 donations per person. Reservations are required. To RSVP please call Dr. Wilkins at (310) 375-0936.

Dr. Wilkins, former resident and property owner, encouraged the members of the City Council to attend "Centennial High School's 60th Anniversary Celebration" to commemorate the various contributions of Centennial High School's diverse alumni.

#1.

Mellow Desire, film-maker for inner-city youth, requested an opportunity to implement a performing arts program at Centennial High School as part of a permanent program to address low graduation rates and test scores. She also announced that she would be hosting a 'Casting Call' for The Year of the Diamond film production at Lueders Park to be held Saturday, October 26, 2013.

Joyce Kelly, Compton resident, cited various scriptures from the Bible regarding the treatment of the dead and the act of dying. She asserted that anyone who believes in God's Word knows that the correct response to a baby being born is to cry, and when someone dies the response is to rejoice. She stated when an issue is brought up in a court of law, someone can follow suit. Thus, she stated that when Mayor Brown commented about never meeting her grandmother and her being murdered in Compton.

Mayor Brown advised Ms. Kelly that it is against the rules of decorum for her to direct her comments towards any one elected official.

Ms. Kelly continued that she has a right under the First Amendment of the Constitution of the United States of America and the Brown Act; she has literature that disputes that her grandmother died a violent death in Compton; therefore it is up to her to prove differently.

[Attempts were made by City Attorney Cornwell and Mayor Brown to avert further disruptions from the speaker.]

City Attorney Cornwell stated that the law says that each citizen is allowed to speak and has the right to speak during audience comments and every public meeting held by the city; but that right has restrictions. And through audience comments, citizens are not allowed to disrupt a council meeting. Courts have decided that disrupting a council meeting can be by speaking too long, by being unduly repetitious, or by extended discussions of irrelevancy of which the last speaker fell into at least two out of the three categories. Mr. Cornwell continued that if the community does not take it upon themselves to treat each other with respect and understand that they are all representing the same city, this will continue.

City Attorney Cornwell further stated that everyone's priority should be to have an efficient meeting.

Councilperson Zurita requested strategies on how to stop this type of behavior.

Mayor Brown indicated that the City Attorney would be bringing back several options to address the conduct of City Council meetings. Ms. Brown questioned at what point should the law become involved in this situation because the behavior is obsessive and has caused her to be concerned about the safety of her family.

Mayor Brown affirmed Godspeed on whatever happens October 10, 2013, and that speakers get back to the focus of City business.

Lynn Boone, Compton resident, affirmed that she is not obsessed with anyone. She held that during election time, her home was bombarded with election materials reaffirming time and time again that someone was brutally killed in the City of Compton and it did not take place. She charged that no one needs to apologize for the comments she made last week and indicated that she has the person's death certificate which states that this person was not killed in Compton.

Mayor Brown warned Ms. Boone not to continue on behalf of her family. Ms. Brown explained that her family owns several properties in the City of Compton; and the location in which her grandmother was murdered is Atlantic Drive in Compton. In addition, she confirmed that the location of the hospital where she was transported to is on the death certificate.

Mayor Brown further stated that if Ms. Boone continues to slander the name of her family, and any other matters, she will be sued on behalf of her family.

Mayor Brown directed Ms. Boone to continue her comments at her own volition.

City Attorney Cornwell reported that the speech is disruptive to this City Council meeting, it is repetitious, and this matter has been discussed before and is an extended discussion of irrelevancy pursuant to *White v. Norwalk*. In addition, Mr. Cornwell continued, this line of discussion is disruptive and should cease, and if the speaker has been given a warning the next step is to direct her to leave the meeting on her own volition and if not, the Sergeant-of-Arms should escort her out.

[Laughter from the podium]

Mayor Brown conceded the City Attorney's comments noting that the behavior borders on obsession.

[Continued dialogue from the podium]

Mayor Brown cited that the rules of decorum have been violated and asked Ms. Boone to leave the Council Chambers.

[Continued dialogue from the speaker exiting the Council Chambers]

The City Council meeting recessed at 7:07 p.m. and reconvened at 7:19 p.m.

Senita Farley, President of East Rancho Dominguez Association, advocated a change in conduct during the City Council meetings. She encouraged the citizens of Compton to show their support of this City Council and further thanked Councilperson Jones and Councilperson Zurita for attending the Resource Fair held at East Rancho Dominguez Park.

Minnie Sawyer, Compton resident, petitioned the City Council to help her acquire additional storage for her motor home which was damaged when a tree fell on it in her driveway.

Councilperson Zurita requested the address of where she previously stored the motor home.

Ms. Sawyer stated that she paid \$300 a month to store her motor home at 1950 North Central Avenue.

Lorraine Cervantes, Compton resident, rejected the notion of residents from other cities calling Compton residents uncivilized. She also indicated that she had never seen a mayor so easily insulted to the point where she ejects people from the meeting.

Yvonne Turner, Compton resident, petitioned the City Council to direct staff to remove the trees in front of her home. She also indicated previous attempts to persuade street maintenance to resolve this issue.

Mayor Brown referred Ms. Turner to Assistant City Manager Terrance Davis.

Floyd Smith, Compton resident, asked the City Council to ensure that code enforcement officers are trained to regulate and enforce the City's municipal codes.

5:50 P.M. - PUBLIC HEARING - ESTABLISHMENT OF A SCHEDULE OF FEES FOR COMMERCIAL VEHICLE AND PUSH CART VENDING PURSUANT TO SECTIONS 9-25 (VENDING FROM COMMERCIAL VEHICLES AND 9-26 (PUSH CART VENDORS) OF THE COMPTON MUNICIPAL CODE **(Items 9 & 10)**

On motion by Zurita, seconded by Arceneaux, the public hearing was opened at 7:40 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

#1.

City Attorney Cornwell stated that the purpose of this hearing is to bring the City of Compton into compliance with the state of California vending code which requires vendors and operators to have: healthcare certification from the County of Los Angeles, business licenses from the City of Compton, safety equipment, regulated hours of operation, church, school and intersection restrictions, signage, time and noise restrictions, insurance coverage, authorization to confiscate goods, and towing rights.

City Attorney requested that this ordinance be adopted on an urgent basis to be in compliance with the state code.

Maurice Cochee’, Municipal Law Enforcement Services Department (MLES), noticed the public of the City’s intention to establish a schedule of fees for vending for commercial vehicles and pushcarts, pursuant to Chapter 9 of the Compton Municipal Code. These fees will establish the rates that will be included in the ordinance. All vendors and operators of ice cream trucks, push carts, lunch trucks, and catering trucks will be required to obtain a permit and business license from the City of Compton. The schedule of license fees are as follows:

Vendor fee (persons that owns, manages, leases or contracts out the vending vehicle) - \$120
Renewal fee - \$40 per vehicle

Operator fees (drives, operates or vends from vehicle) - \$120
Renewal fee- \$40 per vehicle

Operator fee for push carts - \$120 per pushcart
Renewal fee- \$40 per pushcart

Business license fee - \$100

PUBLIC COMMENTS ON THE HEARING

Benjamin Holifield, Compton resident, proposed that code enforcement officers partner with the school police to assist in this effort.

Lorraine Cervantes, Compton resident, questioned the need for this ordinance when an ordinance, requested by Councilperson Arceneaux, already exists on the books.

Herbert Arceneaux, Compton resident, requested the logistics on how this ordinance will be enforced.

Senita Farley, East Rancho Dominguez resident, complained that cooking on the sidewalks is a serious problem in her community, it makes the street filthy, and it smells bad.

Tomas Carlos, Compton resident, petitioned the City Council to direct staff to consider the logistics of their plan before implementation.

Mayor Brown reminded citizens that this ordinance puts the City of Compton in compliance with the state of California.

Floyd Smith, Compton resident, suggested that all law enforcement and state agencies be contacted and included in the regulation and enforcement of state and city codes.

On motion by Arceneaux, seconded by Zurita, the public hearing was closed at 8:03 p.m., by the following vote on roll call:

- AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown**
- NOES: Council Members - None**
- ABSENT: Council Members - None**

COUNCIL COMMENTS ON THE HEARING

Councilperson Zurita asked if all pushcarts are regulated by the Health Department.

City Attorney Cornwell stated that this ordinance only addresses legitimate push carts that have Los Angeles County health certificates, business licenses, and insurance.

Councilperson Zurita asked how the fees were established.

City Attorney Cornwell stated that the fees were established based upon staff administrative costs.

Mayor Brown proposed a study relative to Compton code enforcement staff costs, insurance, and vehicles to make certain that staff is recouping the total cost to providing this service.

City Manager Duffey stated that he could return next week with the results.

City Attorney Cornwell advised the City Council to first approve Item Nos. 9 and 10 to make certain that the City is in compliance with the state, and then if the City Council so desires, they can amend the schedule of fees in Item No. 10.

Councilperson Galvan questioned how the vendors will be made aware of this ordinance.

City Manager Duffey stated that code enforcement officers will notify them via literature citing the requirements of operating a business in the City of Compton.

Councilperson Galvan asked that the City Manager ensure that all vendors are treated equally.

Councilperson Arceneaux requested a report regarding the number of parent companies that have vendors operating in the City of Compton. Ms. Arceneaux also requested that a meeting be scheduled with the Compton Unified School District Police to make them aware of this ordinance so that they can enforce it as well.

Councilperson Jones asked if this ordinance addresses parent companies and health and safety issues. Mr. Cochee' indicated that vendors and the parent company are the same entity.

City Attorney Cornwell cited that this ordinance addresses health issues because a certificate is required to qualify for the inspection and the City's license.

Mayor Brown asked that environmental health officials from the County of Los Angeles speak to this issue during a public meeting. Mayor Brown also agreed that the City should meet with the Superintendent of the school district to carve out areas that school police officers will enforce leaving specific zones for MLES to focus on.

CONSENT AGENDA

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

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

APPROVAL OF MINUTES

2. SEPTEMBER 24, 2013 (Approved)

#1.

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

3. DEPARTMENT MONTHLY REPORTS (Received/Filed)

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER'S REPORT

4. POWER POINT PRESENTATION - UPDATE OF COMPTON SPHERE OF INFLUENCE AREA BOUNDARY BY THE LOCAL AGENCY FORMATION COMMISSION (LAFCO) ON OCTOBER 9, 2013 (Presentation made)

Councilperson Arceneaux asked the City Manager if any of the other agencies are fighting to sustain their sphere of influence.

City Manager Duffey maintained that the City of Compton has a joint sphere of influence in areas 1, 6 & 7, however the city of Carson is poised and ready to submit their application to try and annex all of area 7.

Councilperson Arceneaux requested the opinion of the residents residing in area 7.

City Manager Duffey stated that the report indicates that if area 7 is given to Carson, the residents will be annexed into that area, however the City of Compton is proposing to capture the commercial industrial base of area 7 and Rancho Dominguez because the City is short on park space.

Councilperson Arceneaux requested the representation of members on the LAFCO Board.

City Manager Duffey reported that the Board consists of two members from the Los Angeles County Board of Supervisors, one member from the Los Angeles City Council, two members from the City Council representing the 87 cities, two members from independent special districts, one member representing the San Fernando Valley and one member representing the public.

Mayor Brown affirmed that the City of Compton would stake their claim for the Rancho Dominguez property in its request for an extension.

Councilperson Jones expressed a concern for fair representation from the LAFCO Board.

CITY ATTORNEY'S REPORTS - There were no City Attorney's Reports.

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA AND TRANSFER FUNDS BETWEEN ACCOUNTS

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,841** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA AND TRANSFER FUNDS BETWEEN ACCOUNTS**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

On motion by Zurita, seconded by Arceneaux, **Resolution #23,842** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF STREET MAINTENANCE AND MECHANIC SHOP MATERIALS/SUPPLIES FOR THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT

On motion by Zurita, seconded by Arceneaux, **Resolution #23,843** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF STREET MAINTENANCE AND MECHANIC SHOP MATERIALS/SUPPLIES FOR THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT**" was approved by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT TO FILE A NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE FOR J. A. SALAZAR CONSTRUCTION SUPPLY COMPANY FOR WATER BOND IMPROVEMENT CIP JOB #165 AND RELEASES THE CONTRACTOR'S RETENTION

On motion by Arceneaux, seconded by Zurita, **Resolution #23,844** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT TO FILE A NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE FOR J. A. SALAZAR CONSTRUCTION SUPPLY COMPANY FOR WATER BOND IMPROVEMENT CIP JOB #165 AND RELEASES THE CONTRACTOR'S RETENTION**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

9. AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTERS IX AND XII OF THE COMPTON MUNICIPAL CODE BY AMENDING SECTIONS 9-1.1 AND 9-2.1, DELETING SECTIONS 9-5.6, 12-3.24 AND 12-3.25 AND ADDING SECTIONS 9-25 (VENDING FROM COMMERCIAL VEHICLES) AND 9-26 (PUSHCART VENDORS) TO ADOPT ADDITIONAL REQUIREMENTS FOR PUBLIC SAFETY RELATING TO VENDING FROM COMMERCIAL VEHICLES AND PUSHCARTS.

#1.

On motion by Arceneaux, seconded by Jones, to waive the reading of the ordinance in full, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

It was moved by Arceneaux, seconded by Jones for discussion.

Councilperson Zurita asked if the proposal is to pass the item first, and then bring it back after the study has been conducted.

Mayor Brown replied affirmatively.

Councilperson Zurita stated that she would abstain from voting until the study is brought back.

City Manager Duffey stated that the recommendation from the City Attorney is to approve Items 9 & 10 and then come back with a modification of fees for Item 10.

On motion by Arceneaux, seconded by Jones, **Ordinance #2,243** entitled "**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTERS IX AND XII OF THE COMPTON MUNICIPAL CODE BY AMENDING SECTIONS 9-1.1 AND 9-2.1, DELETING SECTIONS 9-5.6, 12-3.24 AND 12-3.25 AND ADDING SECTIONS 9-25 (VENDING FROM COMMERCIAL VEHICLES) AND 9-26 (PUSHCART VENDORS) TO ADOPT ADDITIONAL REQUIREMENTS FOR PUBLIC SAFETY RELATING TO VENDING FROM COMMERCIAL VEHICLES AND PUSHCARTS**" was adopted, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING A SCHEDULE OF FEES FOR VENDING FROM COMMERCIAL VEHICLES AND PUSHCARTS PURSUANT TO CHAPTER 9 OF THE COMPTON MUNICIPAL CODE.

It was moved by Arceneaux, seconded by Jones for discussion.

Councilperson Zurita voiced a concern for the item being brought back with the appropriate fees.

On motion by Arceneaux, seconded by Jones, approved **Resolution #23,845** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING A SCHEDULE OF FEES FOR VENDING FROM COMMERCIAL VEHICLES AND PUSHCARTS PURSUANT TO CHAPTER 9 OF THE COMPTON MUNICIPAL CODE**" was approved, by the following vote on roll call:

AYES: Council Members - Arceneaux, Jones, Brown
NOES: Council Members - Zurita
ABSENT: Council Members - None
ABSTAIN: Council Members - Galvan

Councilperson Galvan abstained from voting due to lack of clarity on the issues.

APPROVAL OF WARRANTS

Mayor Brown proposed that each warrant be considered separately.

**11. Warrant #217934 - 9/25/13 - Quantum Quality Consulting Inc. - Payment on Water Bond Improvements Program for Projects #165W and 140/170 - \$30,399.00
Requested by: Water Department**

On motion by Arceneaux, seconded by Jones, Warrant no. 217934 was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

Warrant #217794 - 9/23/13 - Mark Woods DBA Woods Consultants - Compensation for the purchase of camera, video equipment and accessories for the City of Compton - \$13,835.00 Requested by: City Manager's Office (REAGENDAD)

It was moved by Arceneaux, seconded by Jones for discussion.

Councilperson Galvan asked the City Manager if the City could purchase new equipment with the amount of money requested by Mr. Woods.

City Manager Duffey replied affirmatively and mentioned that he does not want to purchase new equipment until the City assesses what it needs. Additionally, he stated the \$13,000 will allow the City to continue broadcasting until that assessment is reached.

Councilperson Zurita indicated that \$13,000 is a lot of money to spend before an assessment is reached. Ms. Zurita also noted that she was willing to take the risk of Channel 36 going black because this is the opportune time for this City Council to enhance the quality of Channel 36.

Mayor Brown asked if the price for cameras was depreciated.

City Manager Duffey cited that the City Council has the discretion of selecting the items they wish to keep or remove.

Mayor Brown proposed that the City hire someone to perform an initial assessment of what equipment can be upgraded and what needs to stay.

Councilperson Zurita asked if the items are in the City's possession. City Manager Duffey stated that some of the items are being used to air this broadcast whereas other equipment is locked away in a closet in City Hall.

Councilperson Zurita proposed that this item be brought back next week with an itemized listing of the equipment used to air the meetings.

Mayor Brown agreed that this item should be brought back to ensure that the City Council has the information needed to make an informed decision.

Councilperson Arceneaux withdrew her motion.

Councilperson Jones withdrew his motion.

Warrant #217795 - 9/24/13 - 1st PMF Bancorp - Emergency transportation and Basic Life Support - \$42,500.04 Requested by: Fire Department

It was moved by Zurita, seconded by Arceneaux, for discussion.

Councilperson Zurita asked the City Manager to address why this item is before the City Council every month.

#1.

City Manager Duffey explained that the City does not have a contract for this service; in addition the City is in the process of bringing this service in-house.

Councilperson Zurita requested that this item be placed on the report back log in an effort to monitor costs.

On motion by Zurita, seconded by Arceneaux, warrant no. 217795 was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

Total Amount of Warrants - \$86,734.04

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Informed the residents that the stripes on Central Avenue were repainted due to liability concerns.
- Commended the Compton Sheriff's Department for apprehending a child predator yesterday. Ms. Zurita also commended the woman that got involved and rescued the young lady.
- Requested an update on the Sebrie Park town hall meeting.
- Announced the October 11, 2013 proclamation of 'The Day of the Girl' in the City of Compton.
- West Nile Virus town hall meeting will be held Tuesday, October 10, 2013 at 10 a.m. at the Dollarhide Neighborhood Center.
- 2nd Annual Walk for a Cure will be held October 19, 2013 at the Greenleaf Parkway. Registration begins at 7 a.m. Walk begins at 8:30 a.m. For additional information please call (310) 605-5510.
- **Meeting adjournments:**
York Wallace Jr.

Councilperson Galvan offered the following communications/announcements:

- Attended the signing of an Assembly Bill that grants undocumented immigrants the preference of obtaining driver's licenses.
- Requested a report regarding the number of businesses in his District cited for commercial flags and cooking outside due to concerns of unjust treatment to certain business owners.
- Commended Councilperson Arceneaux on the success of the Third District Community Camp Out and wished the City Manager a Happy Birthday.

Councilperson Arceneaux offered the following communications/announcements:

- Mentioned the success of the Town Hall Sheriff's Community Camp-Out event last week. Ms. Arceneaux also announced that the 2nd District Community Camp-Out will be held October 23, 2013.
- **Meeting adjournments:**
Tommie C. Scott

Councilperson Jones offered the following communications/announcements:

- 5th Annual Children's Fall Festival will be held Saturday, October 26, 2013 from 10 a.m. to 2 p.m. at Kelly Park.
- A Select Hearing on Race Relations will be held Thursday, October 17, 2013 at 3 p.m. at California State University Dominguez Hills. For additional information please call the Office of Assemblyman Isadore Hall III at (310) 223-1201.
- **Meeting adjournments:**
Geraldine McKinney
Delores Lott

Mayor Brown offered the following communications/announcements:

- Volunteers are wanted for the Big Brother program. Anyone interested should apply on Wednesday, October 16, 2013 at 6:30 p.m. at Youth Athletic League (Y.A.L.) located at 700 North Alameda Street.
- The Community Policing Taskforce meeting will be held October 17, 2013 at 10 a.m. in the Blue Room at 600 North Alameda Street.
- The Compton Initiative Monthly Clean-up will be held Saturday, October 19, 2013 from 7 a.m. to 12 p.m. starting at Emerson Elementary School.
- The Compton Youth Music Clinic will be held Saturday, October 19, 2013 at the Salvation Army from 10 a.m. to 1:30 p.m.
- A Community Volunteer Meeting will be held October 23, 2013 at 6:30 p.m. in the Council Chambers.
- Coffee with the Mayor will be held Thursday, October 24, 2013 at 6:30 p.m. The location will be disclosed at a later date.
- Mayor Brown's 1st Annual Church and Non-Profit Symposium/Luncheon will be held Friday, November 15, 2013 from 11 a.m. to 1:30 p.m. The location will be disclosed at a later date.
- Encouraged the citizens to continue to contact law enforcement when they observe young ladies and women unduly exposed on Long Beach Boulevard.

ADJOURNMENT

On motion by Zurita, seconded by Galvan, the meeting was adjourned at 9:37 p.m. in memory of **Tommie C. Scott, Geraldine McKinney, Delores Lott and York Wallace Jr.**, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

City Clerk of the City of Compton

Mayor of the City of Compton

Memorandum**October 22, 2013****TO: MAYOR AND CITY COUNCIL MEMBERS****FROM: CITY ATTORNEY****SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8603/LI0000291A****SUMMARY**

Council will consider the claim of Elvin Anderson III (Claim No. I-8603/LI0000291A), presented to the City on August 30, 2013, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

On August 30, 2013, the above claim was presented to the City Controller by Elvin Anderson III. Claimant alleges that on July 28, 2013, he was driving on Central Avenue when his vehicle sustained property damage as the result of a pothole near the intersection of Central Avenue and Alondra Boulevard. Claimant alleges that although one rim and tire were damaged, he had to replace all four tires and rims.

Pursuant to our investigation, it appears that Claimant replaced all four stock tires with low profile tires, which carry a risk of damage to his vehicle that stock tires typically do not. Additionally, staff was unable to contact Claimant for supporting documents related to his claim because the phone numbers on the claim form are not working.

FINANCIAL IMPACT

One Thousand Twenty Dollars and Twenty Four Cents (\$1,020.24).

RECOMMENDATION

Staff recommends that this claim be denied.

/S/

CRAIG J. CORNWELL
CITY ATTORNEY

Memorandum**October 22, 2013****TO: MAYOR AND CITY COUNCIL MEMBERS****FROM: CITY ATTORNEY****SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8600/LI0000288A****SUMMARY**

Council will consider the claim of Calvin Smith (Claim No. I-8600/LI0000288A), presented to the City on September 10, 2013, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

On September 10, 2013, the above claim was presented to the City Controller for property damage. Claimant alleges that on September 6, 2013, he was driving south on Alameda when he struck a pothole near Caldwell Street. Claimant alleges two rims (\$500), two tires (\$300) and the air control (\$300) were damaged as the result of this pothole.

Cases such as this usually turn on whether the City had notice of the condition. There are no facts to suggest that the City had the requisite notice prior to the date of incident. Repairs to the pothole have been completed in response to the claim investigation.

Additionally, it appears Claimant replaced all four stock tires with low profile tires, which carry a risk of damage to his vehicle that stock tires typically do not. The investigation of this claim also revealed that the vehicle allegedly damaged is not owned by Claimant. The claim must be presented by the person who owns the vehicle that was allegedly damaged.

FINANCIAL IMPACT

Eleven Hundred Dollars (\$1,100).

RECOMMENDATION

Staff recommends that this claim be denied.

/S/
CRAIG J. CORNWELL
CITY ATTORNEY

Memorandum

October 22, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS
FROM: CITY ATTORNEY
SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8598/LI0000286A

SUMMARY

Council will consider the claim of Bobby Walker (I-8598/LI0000286A), presented to the City on September 9, 2013, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

On September 9, 2013, the above claim was presented to the City Controller by an attorney representing Bobby Walker. Claimant alleges that on March 12, 2013, he was injured when his vehicle struck a tree branch that was extending onto the street near 911 West Compton Blvd.

Based on this information provided by Claimant, as well as a site inspection conducted by Staff, there is no evidence to date to suggest a dangerous condition existed that would give rise to liability.

FINANCIAL IMPACT

In excess of Fifty Thousand Dollars (\$50,000).

RECOMMENDATION

Staff recommends that this claim be denied.

/S/
CRAIG J. CORNWELL
CITY ATTORNEY

October 22, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: MAURICE COCHEE, SUPERVISING SERGEANT
MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT

RE: REQUEST TO SCHEDULE PUBLIC HEARING:
ESTABLISHMENT OF A SCHEDULE OF FEES FOR
COMMERCIAL VEHICLE AND PUSH CART VENDING
PURSUANT TO SECTIONS 9-25 (VENDING FROM
COMMERCIAL VEHICLES) AND 9-26 (PUSH CART VENDORS)
OF THE COMPTON MUNICIPAL CODE.
[Tuesday, November 12, 2013 @5:50 p.m.]

SUMMARY:

The City Council will consider a request to schedule a public hearing on **Tuesday, November 12, 2013 at 5:50 p.m.** to adopt a resolution that establishes a schedule of fees relative to Commercial Vehicle and Pushcart vending pursuant to Sections 9-25 and 9-26 of the Compton Municipal Code.

BACKGROUND:

On October 08, 2013, the City Council adopted Ordinance No. 2,243, which amended Chapters IX and XII of the Compton Municipal Code, amending Sections 9-1.1 and 9-2.1, deleting Sections 9-5.6, 12-3.24 and 12-3.25 and adding new Sections 9-25 (Vending from Commercial Vehicles) and 9-26 (Pushcart Vendors). The ordinance establishes new regulations; consistent with current state law; addressing the time, place and manner by which vending of food products upon public streets within the City of Compton may be conducted.

New Sections 9-25.6, 9-25.9, 9-26.5, 9-26.8 and 9-26.16 of the proposed ordinance provide that the fees to be charged for the issuance and renewal of required permits and costs recovery for impounded and stored confiscated items shall be established by resolution or ordinance of the City Council.

STATEMENT OF ISSUE:

On October 08, 2013, a public hearing was held and Resolution No. 23,845 was adopted, establishing the fee schedule for vending from commercial vehicles and pushcart vendors. After discussion, it was determined that substantial cost recovery would not be achieved as pertains to the costs associated with the permit processing, vehicle inspections, and the impounding and storage of confiscated items.

#3.

Request to Schedule Public Hearing
Resolution Establishing Schedule of Fees
Commercial Vehicle and Pushcart Vending on Public Streets
October 22, 2013, page 2

City Council has requested that another resolution be brought before the body for consideration that more adequately reflects the reasonable costs of administration and enforcement of Ordinance No. 2,243.

RECOMMENDATION:

Staff recommends that the Council schedule a public hearing on this matter for **Tuesday, November 12, 2013 at 5:50 p.m.**

**MAURICE COCHEE, SUPERVISING SERGEANT
TAX AND BUSINESS LICENSE DIVISION
MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

October 22, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

**RE: ORAL REPORT FROM CALTRANS ON THE MAINTENANCE OF
CALTRANS PROPERTIES NEAR THE CITY OF COMPTON**

SUMMARY

During the development of the City of Compton's legislative platform Councilperson Arceneaux requested that the City address the lack of maintenance of Caltrans properties within the City of Compton. There will be an oral report from Caltrans Deputy Director Debbie Wong.

BACKGROUND

The City of Compton is surrounded by major freeways and intersections. The 91 Freeway circulates traffic from east to west along Compton's border. Residents of Compton and Southern California can also access the 710 Interstate north and south via the 91 Freeway. However, residents of Compton have often complained about the lack of maintenance on the 91 Freeway and 710 Interstate areas that border the City of Compton.

The City Manager was directed by the Council to engage Caltrans to ensure that Compton received equal treatment and that gas tax resources are evenly distributed to all cities along the major freeway corridors. The City Manager's Office engaged our legislative advocate, Strategic Council. Through the efforts of Strategic Council a meeting was arranged with Debbie Wong, Deputy District Director for the region. Ms. Wong toured Caltrans properties in and around Compton (on freeway and off) with the City Manager on October 16, 2013. Ms. Wong made several observations regarding her visit and will be addressing the Council's concerns about maintenance of Caltrans properties in and around the City of Compton.

FINANCIAL IMPACT

There is no impact to the City's General Fund or Special Funds.

RECOMMENDATION

Hear an oral report and direct staff to work with Caltrans to improve the maintenance of freeway properties in and around the City of Compton.

G. HAROLD DUFFEY
CITY MANAGER

October 22, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE SALARY RANGE FOR THE POSITION OF DIRECTOR OF PARKS AND RECREATION

SUMMARY

The City Council will consider a resolution amending the salary plan for the position Director of Parks and Recreation in the Parks and Recreation Department.

BACKGROUND

In July 2012, the City Manager initiated an assessment of City departments to review organizational structure, staffing levels and business processes to identify areas of improvement and clearly outline levels of service. As a result of this assessment and a parallel examination of the best practices of other municipalities, it was apparent that the reorganization of some department functions and review of key staff positions was in the best interest of the City to improve the delivery of core services. These organizational improvements were outlined to Council on October 16, 2012 in the City Manager's Fiscal Year 2012-2013 First Quarter Budget Report.

The Human Resources Department concluded recruitment for the Director of Parks and Recreation position in September 2013. The City Manager has completed the selection process and is prepared to move forward with confirmation of the eligible list and appointment of a finalist.

STATEMENT OF ISSUE

The Director of Parks and Recreation is a critical Chief Executive position for the City given the department's role in providing valuable quality of life services for the citizens and visitors of Compton. With the planned opening of the City's new Community Center in the spring of 2014, the department will expand its services to provide additional senior and youth enrichment programs. In addition, the department continues to provide regular landscaping maintenance of medians, parks, and City facilities to maintain the aesthetics of Compton's green spaces.

The City Manager has concluded that in order to attract and retain better qualified applicants to the City, the salary for the Director of Parks and Recreation must be increased to be competitive with other municipalities and commiserate with the range of

#5.

Director of Parks and Recreation
Amendment to Classification Plan
Staff Report
Page 2

duties associated with management of the City's large array of recreational and parks services.

The salary range for Director of Parks and Recreation should be amended as follows:

From: Range 172 - \$7,035.00 - \$8,248.00 monthly
\$84,420.00 - \$98,976.00 annually

To: Range 190 - \$8,413.00 - \$9,866.00 monthly
\$100,956.00 - \$118,392.00 annually

The City met and conferred with the AFSCME, Compton Management Employees' Association, Local #2325, on October 15, 2013, which ended without resolution.

ALTERNATIVE

If City Council does not adopt this resolution, the City will not be able to move forward with attracting and retaining well qualified applicants for its Director of Parks and Recreation.

FINANCIAL IMPACT

There funds are available to accommodate this salary amendment in the Park and Recreation Department's 2013/2014 fiscal year budget in Account No. 1001-840-000-4101 as a result of accumulated salary savings.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution authorizing the City Manager to amend the salary plan for the position of Director of Parks and Recreation.

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AN AMENDMENT TO THE SALARY RANGE FOR THE
POSITION OF DIRECTOR OF PARKS AND RECREATION

WHEREAS, there is a need to amend the salary range for the position Director of Parks and Recreation; and

WHEREAS, currently the salary for Director of Parks and Recreation is below market as well as below other comparable cities similar to the City of Compton and not commiserate with the duties assigned to the position; and

WHEREAS, the City met and conferred with the AFSCME, Compton Management Employees' Association, Local #2325, on October 15, 2013, which ended without resolution; and

WHEREAS, funds are available to accommodate this salary amendment in the Park and Recreation Department's 2013/2014 fiscal year budget in Account No. 1001-840-000-4101 as a result of salary savings.

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

SECTION 1. That the salary range for Director of Parks and Recreation shall be established as follows:

From: Range 172- \$7,035.00 - \$8,248.00 monthly
\$84,420.00 - \$98,976.00 annually

To: Range 190 - \$8,413.00 - \$9,866.00 monthly
\$100,956.00 - \$118,392.00 annually

SECTION 2. That a duly certified copy of this Resolution shall be filed with the offices of the City Manager, City Controller, City Attorney, Human Resources and the Parks and Recreation Department.

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

ADOPTED this _____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

RESOLUTION NO. _____
PAGE 2

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 _____, 2013.

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

DIRECTOR OF PARKS AND RECREATION SALARY SURVEY

NEIGHBORING CITIES

AGENCY	CLASS TITLE	POPULATION	NOTES	MAXIMUM SALARY
Bellflower	Director of Parks and Recreation	76,616		\$152,724
Carson	Director of Community Services	91,714	Recreation Services Superintendent - \$116,772; Reports to Director of Community Services. Community Services includes Parks and Rec, as well as Human Services and Transportation.	\$165,156
Cerritos	Director of Community and Safety Services	49,041	Recreation Services Superintendent - \$116,500; Director also oversees Community Safety Division.	\$152,880
Downey	Director of Recreation and Parks	111,772		\$141,937
Hermosa Beach	Ass't. to City Manager	19,773	Sr. Recreation Supv. Reports to Ass't. to Cm \$75,288	\$114,156
Inglewood	Director of Parks, Recreation and Library Services	109,673	Includes Library Services	\$139,920
Lakewood	Director of Recreation and Community Services	80,048		\$167,052
Long Beach		462,257		
Monterey Park	Director of Public Works/ACM	60,937	Recreation division head reports to Director of Public Works	\$175,000
Santa Fe Springs	Director of Recreation Services	16,223		\$114,612
South Gate	Director of Parks and Recreation	94,396		\$130,344
Torrance	Community Services Director	145,438		\$201,115
Santa Monica	Director of Community and Cultural Services	89,736	Responsibility includes cultural services (all cultural affairs and venues).	\$235,764
COMPTON	Director of Parks and Recreation	96,455		\$98,976

#5.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE SALARY RANGE FOR THE POSITION OF DIRECTOR OF PARKS AND RECREATION

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
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.

October 22, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

RE: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER VIII OF THE COMPTON MUNICIPAL CODE TO DELETE SECTION 8-2 (MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT ESTABLISHED) IN ITS ENTIRETY.**

SUMMARY

The City Manager is requesting that the City Council consider the adoption of an ordinance that will amend Chapter 8 of the Compton Municipal Code ("CMC"), to delete in its entirety Section 8-2, which established the Municipal Law Enforcement Services Department ("MLES"). If adopted, the various divisions of MLES will be consolidated into other City departments to improve development of related services in the City.

BACKGROUND

In or about 2000, the City Council dissolved the Compton Police Department and began contracting with the Los Angeles County Sheriff's Department to provide law enforcement services for the City. This left the City's security officers and parking control officers, which were divisions within the Compton Police Department, without line-of-command direction and supervision. Thus, on July 29, 2003, and July 8, 2008, the City Council adopted Ordinance Nos. 2,085 and 2,173, respectively, which created the Municipal Law Enforcement Services Department. These ordinances ultimately placed Code Enforcement Services, Park Patrol Services, Parking Control Services, Security Services and Tax and License Services under the umbrella of and as divisions of one Department -- the Municipal Law Enforcement Services Department.

Currently, the City has several departments responsible for development related services (e.g. building inspection, permitting and ordinance enforcement); to wit: the Municipal Law Enforcement Services Department is responsible for the enforcement of City municipal codes related to buildings and other structures, parking enforcement, tax and license and security functions. In distinction, the Build and Safety Department is responsible for building inspections and ensuring that residential and commercial properties are properly permitted. Accordingly, the inspection and enforcement of buildings and city codes relative to real

**Staff Report – Resolution Deleting CMC Section 8-2
Elimination of Municipal Law Enforcement Services Dept.
October 22, 2013, page 2**

property is segregated, which diminishes the City's ability to deliver efficient and streamlined services to our business customers.

Section 711 of the City of Compton Charter outlines the powers and duties of the Building Official. Specifically, Section 711(b) specifies that the Building Official is required to "... Enforce the laws and ordinances regulating the construction and maintenance of buildings and other structures." Pursuant to the requirements of this Charter section, the City Manager has concluded that the classification for the position of Chief Building Official should be added to the Classification Plan to reflect the appropriate title and include the cohesive function of code enforcement. To this end, subsequent to a public hearing conducted on November 15, 2012, the Personnel Board approved the new classification of Chief Building Official, which includes code enforcement responsibilities in accordance with the Charter provision indicated above.

STATEMENT OF ISSUE

With the wind-down of redevelopment efforts, the City Manager engaged in an organizational assessment to determine if departments were appropriately aligned to deliver efficient customer service to ensure ongoing business investments in the City. Given the significance of these investments, the efficient delivery of development related services is critical to ensure that the City of Compton attracts and retains a vibrant business community.

This proposed ordinance seeks to improve the management and operation of the City's development efforts through the consolidation of interrelated building and code enforcement services to create a 'One Stop Shop', establishing streamlined services to support business growth and retention. The integration of code enforcement and building functions is paramount in providing businesses with ease of access to services, and improved customer service, to ensure that key projects in the City are moved forward in an expeditious and efficient manner.

Adoption of this ordinance would allow the Building and Safety Department to provide a variety of services that will ensure that the development and use of real property within the City creates and maintains a safe, economically vital and aesthetically pleasing place in which to live, work, and visit. Further, this eliminates the need for businesses to interface with multiple departments, which would thereby eliminate redundancy, costs and time delays. The remaining MLES functions (i.e. Park Patrol, Parking Control, Security and Tax and License Services) will be consolidated into other compatible City departments. This action will provide continuity in the operations and will allow the City to quickly implement new strategies to improve parking enforcement revenue collection.

**Staff Report – Resolution Deleting CMC Section 8-2
Elimination of Municipal Law Enforcement Services Dept.
October 22, 2013, page 3**

ALTERNATIVE

The City Council can choose not to adopt this ordinance and direct staff to return at the Fiscal 2013-2014 Midyear with additional recommendations on this item.

FINANCIAL IMPACT

The Departments that are proposed for consolidation as a result of this ordinance are fully funded in the Fiscal Year 2013-2014 General Fund (1001) and within budgeted salary allocations and therefore do not create any fiscal impacts. Upon adoption of this ordinance, the interdepartmental transfer of General Fund budgets would be completed as separate budget amendments in the Fiscal Year 2013-2014 First Quarter or Midyear budget reports.

RECOMMENDATIONS

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

**G. HAROLD DUFFEY
CITY MANAGER**

ORDINANCE NO. _____**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER VIII OF THE COMPTON MUNICIPAL CODE TO DELETE SECTION 8-2 (MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT ESTABLISHED) IN ITS ENTIRETY.**

WHEREAS, on July 29, 2003, and July 8, 2008, the City Council adopted Ordinance Nos. 2,085 and 2,173, respectively, which created the Municipal Law Enforcement Services Department, which consists of the following divisions: Code Enforcement Services, Park Patrol Services, Parking Control Services, Security Services and Tax and License Services; and

WHEREAS, currently, the City has several departments responsible for development related services (e.g. building inspection, permitting and ordinance enforcement); to wit: the Municipal Law Enforcement Services Department is responsible for the enforcement of City municipal codes related to buildings and other structures, parking enforcement, tax and license and security functions, while in distinction, the Build and Safety Department is responsible for building inspections and ensuring that residential and commercial properties are properly permitted. Accordingly, the inspection and enforcement of buildings and city codes relative to real property is segregated, which diminishes the City's ability to deliver efficient and streamlined services to our business customers.

WHEREAS, Section 711 of the City of Compton Charter outlines the powers and duties of the Building Official which includes the duty to "... Enforce the laws and ordinances regulating the construction and maintenance of buildings and other structures"; and

WHEREAS, with the wind-down of redevelopment efforts, the City Manager engaged in an organizational assessment to determine if departments were appropriately aligned to deliver efficient customer service to ensure ongoing business investments in the City; and

WHEREAS, the City Manager seeks to improve the management and operation of the City's development efforts through the consolidation of interrelated building and code enforcement services to create a 'One Stop Shop', establishing streamlined services to support business growth and retention, and the integration of code enforcement and building functions is paramount in providing businesses with ease of access to services, and improved customer service, to ensure that key projects in the City are moved forward in an expeditious and efficient manner; and

WHEREAS, eliminate of Municipal Law Enforcement Services as a separate City department and consolidation of code enforcement functions with building functions will allow the Building and Safety Department to provide a variety of services that will ensure that the development and use of real property within the City creates and maintains a safe, economically vital and aesthetically pleasing place in which to live, work, and visit. Integration of these services further eliminates the need for businesses to interface with multiple departments, which would thereby eliminate redundancy, costs and time delays.

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

Section 1. That Section 8-2 (Municipal Law Enforcement Services Department Establishment) of Chapter VIII of the Compton Municipal Code is hereby deleted in its entirety.

Section 2. 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 3. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney, City Controller and the Los Angeles County Sheriff's Department, Compton Station.

Section 4. That this Ordinance shall take effect thirty (30) days after its adoption.

Section 5. 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 _____, 2013.

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 _____, 2013.

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

October 22, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: GLEN W. C. KAU, P.E.,
DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES**

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT'S 2013-2014 FISCAL YEAR BUDGET, AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO SIALIC CONTRACTORS CORPORATION DBA SHAWNAN FOR THE PAVING OF WILLIAMS ALLEY PROJECT (CIP# 09-09)

SUMMARY

This Resolution amends the Public Works/Municipal Utilities Department's 2013-2014 Fiscal Year budget and authorize the City Manager to enter into a contract and issue a purchase order to Sialic Contractors Corporation dba Shawnan (Shawnan) for the paving of the Williams Alley Project (CIP# 09-09).

BACKGROUND

The Williams Alley Paving Project (CIP# 09-09, Exhibit 1 - attached) consists of an existing unimproved alley located between McMillan Street on the North, Rosecrans Avenue on the South, Williams Avenue on the West, and Gibson Avenue on the East. Williams is an unimproved alley and has created a public nuisance and maintenance problems for area residents.

In 2009, Quantum Consulting, Inc. was retained to design the project which included the plans, specifications and cost estimate. In March 2013, Geo-Environmental, Inc. was retained to verify the alleys' soil conditions and recommend the pavement thickness. In summary, the alley improvements include pavement, base course, sub-base course, and sub-grade soils, and etc.

The original design called for the pavement thickness of 2" AC over a 4" base material thickness. Based on geotechnical investigations, staff revised the construction plans to provide for a 4" AC pavement thickness over a 6" base material thickness. This will achieve a thicker pavement section and provide for the anticipated 15 to 20 year life cycle.

The revised project plans were re-advertised for competitive construction bids. On August 29, 2013, Public Works staff received bids from the following contractors:

<u>Contractors</u>	<u>Amount</u>
Access Pacific, Inc.	\$294,470
Excel Paving	\$262,480
Shawnan	\$241,700

Therefore, Staff recommends accepting the lowest and most responsible bid provided by Shawnan for the Williams Alley Project in the total amount of \$241,700.

STATEMENT OF THE ISSUE

In order to amend the Public Works/Municipal Utilities 2013-2014 Fiscal Year budget, authorize the City Manager to enter into a contract and issue a purchase order with Sialic Contractors Corporation dba Shawnan, City Council's authorization is necessary.

FISCAL IMPACT

In order to expend funds for the projects, the Fiscal Year 2013-2014 budget needs to be amended and revenues and expenditures be increased as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1521-000-000-3990	Local Street & Road Improvement Fund	\$266,200
1521-710-01B-4269	Other Contract Services	\$266,200

Funds in the amount of \$241,700 (Two Hundred Forty One Thousand Seven Hundred Dollars) will be available in the Public Works 2013-2014 Fiscal Year Budget in Account No. 1521-710-01B-4269 (Other Contract Services).

Additionally, staff recommends that a ten (10%) percent contingency in the amount of \$24,500 for any unforeseen costs be authorized for this project.

ALTERNATIVE

Due to the desire of the City to move forward with this project, no other alternative is being proposed at this time.

RECOMMENDATION

The Public Works/Municipal Utilities Department is requesting that the City Council amends the Public Works/Municipal Utilities Department 2013-2014 Fiscal Year budget, authorize the City Manager to enter into a contract and issue a purchase order to Sialic Contractors Corporation dba Shawnan (Shawnan) for the paving of the Williams Alley Project (CIP# 09-09).

GLEN W. C. KAU, P.E.
DIRECTOR OF PUBLIC/ MUNICIPAL UTILITIES

G. HAROLD DUFFEY
CITY MANAGER

GHD:GK:RC

Attachment: Exhibit 1, Williams Alley Map

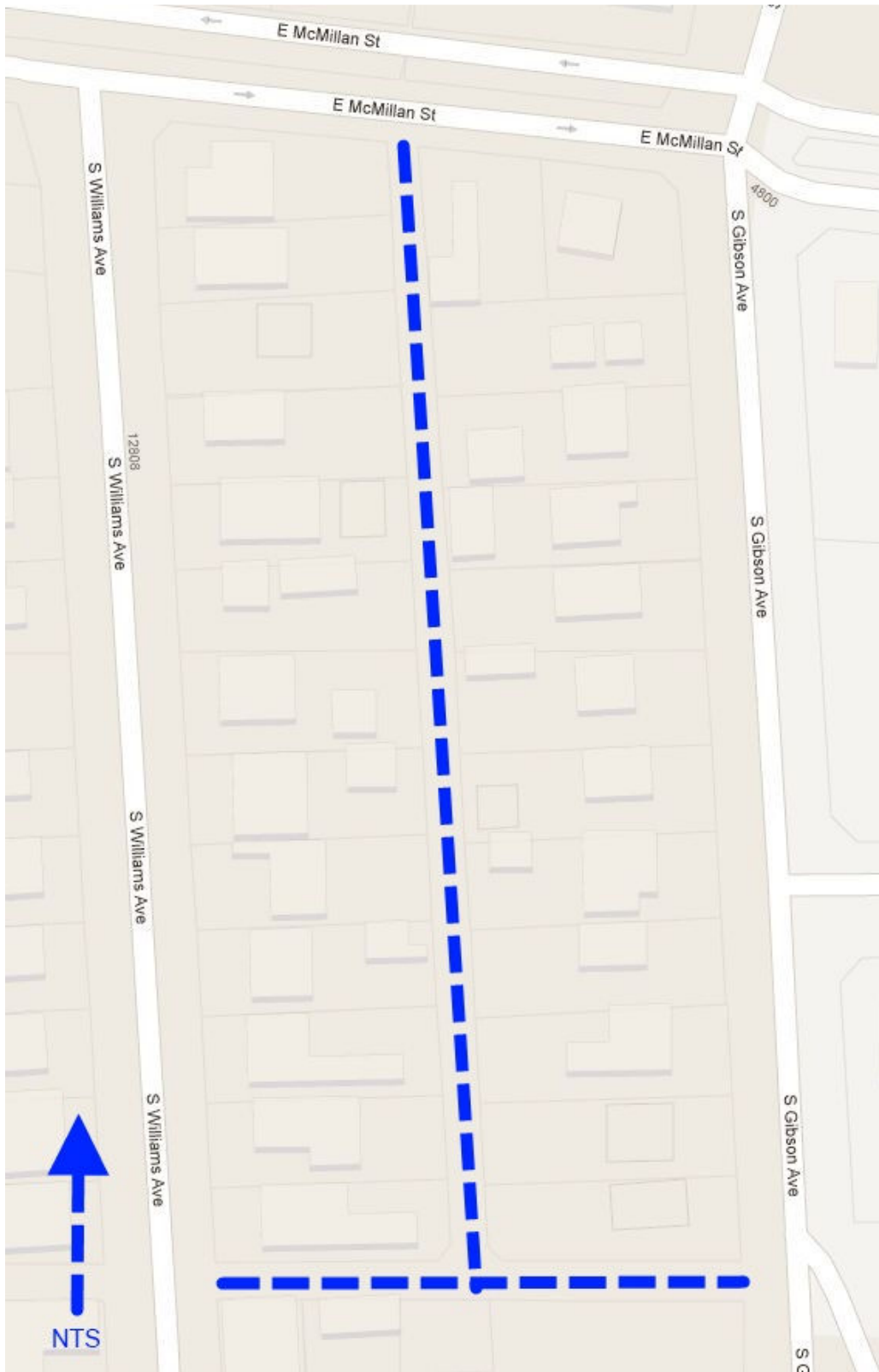


Exhibit 1: Williams Alley

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT’S
2013-2014 FISCAL YEAR BUDGET, AUTHORIZE THE CITY MANAGER TO
ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO SIALIC
CONTRACTORS CORPORATION DBA SHAWNAN FOR THE PAVING OF
WILLIAMS ALLEY PROJECT (CIP# 09-09)**

WHEREAS, this Resolution amends the Public Works/Municipal Utilities Department’s 2013-2014 fiscal year budget, authorize the City Manager to enter into contract and issue a purchase order to Sialic Contractors Corporation dba Shawnan for the paving of the Williams Alley Project (CIP# 09-09); and

WHEREAS, the Williams Alley Paving Project (CIP# 09-09) consists of an existing T- shaped unimproved alley between McMillan Street on the North, Rosecrans Avenue on the south, Williams Avenue on the West, and Gibson Avenue on the East; and

WHEREAS, the original design called for the pavement thickness of 2” AC over a 4” base material thickness and based on an geotechnical investigations, staff revised the construction plans to provide for a 4” AC pavement thickness over a 6” base material thickness; and

WHEREAS, this will achieve a thicker pavement section and provide for the anticipated 15 to 20 year life cycle; and

WHEREAS, the revised project plans were re-advertised for competitive construction bids and on August 29, 2013, the Public Works staff received three bids.

WHEREAS, staff recommends accepting the lowest and most responsible bid provided by Sialic Contractors Corporation dba Shawnan for the Williams Alley Paving Project in the total amount of \$241,700; and

WHEREAS, staff also recommends that a ten (10%) percent contingency in the amount of \$24,500 be authorized for this project; and

WHEREAS, in order to expend funds for the project, the Fiscal Year 2013-2014 budget needs to be amended and revenues and expenditures be increased as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1521-000-000-3990	Local Street & Road Improvement Fund	\$266,200
1521-710-01B-4269	Other Contract Services	\$266,200

WHEREAS, in order to amend the Public Works/Municipal Utilities Department’s 2013-2014 Fiscal Year Budget, authorize the City Manager to enter into a contract and issue a contract to Sialic Contractors Corporation dba Shawnan, City Council’s authorization is necessary; and

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

SECTION 1. That the City Council is authorized to amend the Public Works/Municipal Utilities Department’s 2013-2014 Fiscal Year budget, authorize the City Manager to enter into a contract and issue a purchase order to Sialic Contractors Corporation dba Shawnan for the Williams Alley Paving Project (CIP# 09-09) in the amount of \$241,700.

RESOLUTION NO. _____
PAGE TWO

SECTION 2. In order to expend funds for the project, the 2013-2014 fiscal year budget needs to be amended and revenue and expenditures be increased as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1521-000-000-3990	Local Street & Road Improvement Fund	\$266,200
1521-710-01B-4269	Other Contract Services	\$266,200

SECTION 3. That funds in the amount of \$241,700 will be available in the Public Works & Municipal Utilities 2013-2014 Fiscal Year budget Account No. 1521-710-01B-4269.

SECTION 4. Staff also recommends that a ten (10%) percent contingency in the amount of \$24,500 be authorized for this project.

SECTION 5. That a copy of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works /Municipal Utilities Department.

SECTION 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2013.

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 _____ 2013.

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

WILLIAMS ALLEY CIP 09-09				ACCESS PACIFIC INC		EXCEL PAVING		SHAWNAN	
Bid Item	Description	Unit	Estimated Quantity	Unit Bid	Total	Unit Bid	Total	Unit Bid	Total
1	MOBILIZATION, INSURANCE, BONDS, TEMPORARY FACILITIES, SECURITY AND DEMOBILIZATION	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 15,000.00	\$ 15,000.00	\$ 47,000.00	\$ 47,000.00
2	TRAFFIC CONTROL AND SAVETY PLAN INCLUDING IMPLEMENTATION	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 14,000.00	\$ 14,000.00	\$ 25,000.00	\$ 25,000.00
3	CONSTRUCTION SURVEY AND STAKING	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 4,400.00	\$ 4,400.00	\$ 18,000.00	\$ 18,000.00
4	SOILS, ASPHALT, AND CONCRETE TESTING	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 7,200.00	\$ 7,200.00	\$ 18,000.00	\$ 18,000.00
5	GRADING, COMPACTION, AND OFFSITE MATERIAL DISPOSAL	SF	14400	\$ 5.00	\$ 72,000.00	\$ 6.20	\$ 89,280.00	\$ 3.00	\$ 43,200.00
6	REMOVE, DISPOSE AND GRADE EXISTING CONCRETE ALLEY APPROACHES TO BE REPLACED	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00
7	6 INCH MINIMUM CLASS 2 BASE COMPLETE IN PLACE AND COMPACTED	SF	13400	\$ 2.00	\$ 26,800.00	\$ 3.50	\$ 46,900.00	\$ 2.00	\$ 26,800.00
8	NEW CONCRETE V GUTTER COMPLETE IN PLACE	LF	852	\$ 35.00	\$ 29,820.00	\$ 30.00	\$ 25,560.00	\$ 15.00	\$ 12,780.00
9	4INCH ASPHALT CONCRETE PAVING COMPLETE IN PLACE	SF	11600	\$ 7.00	\$ 81,200.00	\$ 3.50	\$ 40,600.00	\$ 3.00	\$ 34,800.00
10	SEAL COAT NEW PAVING	SF	11600	\$ 1.50	\$ 17,400.00	\$ 0.40	\$ 4,640.00	\$ 0.20	\$ 2,320.00
11	NEW ALLEY APPROACHES COMPLETE WITH BASE, PAVEMENT AND SIDEWALK REPAIR	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 6,000.00	\$ 6,000.00	\$ 4,000.00	\$ 4,000.00
12	HANDICAP DETECTABLE SURFACES AT NEW ALLEY APPROACHES	EA	2	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
13	ADJUST VALVE, METER, AND UTILITY BOXES AND COVERS TO FINISH GRADE AND MARK	LS	9	\$ 250.00	\$ 2,250.00	\$ 600.00	\$ 5,400.00	\$ 200.00	\$ 1,800.00
				3	\$ 294,470.00	2	\$ 262,480.00	1	\$ 241,700.00

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
CITY OF COMPTON
AND
SIALIC CONTRACTORS CORPORATION DBA SHAWNAN
[Williams Alley Project – CIP # 09-09]**

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 **SIALIC CONTRACTORS CORPORATION DBA SHAWNAN** (hereinafter referred to as “**CONTRACTOR**”) located at 12240 Woodruff Avenue, Downey, California 90241.

RECITALS:

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

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

C. City and Contractor enter into this Agreement for the purpose of retaining Contractor to perform that work required pursuant to the Williams Alley Project CIP# 09-09 (“Project”).

D. Authorization to enter into this Agreement is pursuant to Resolution No.____, adopted by the City Council on October ____, 2013.

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, standard and technical specifications, 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), Standard Drawings for

Public Works Construction, latest edition (except as modified), Work Area Traffic Control Handbook (WATCH), latest edition, CalTrans Standard Drawings, latest edition, Manual on Uniform Traffic Control Devices (MUTCD), latest edition, MUTCD Latest California Supplement, 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 Executive Order 11246 and 11375, Equal Opportunity in Employment (Non-Discrimination in Employment by Government Contractors, Subcontractors, and Contractors).

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

1.5.2 Davis-Bacon and Related Acts (DBRA). This is a federally assisted construction project. Federal Labor Standards Provisions, including the prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. The Contractor represents and warrants that he/she shall pay his/her employees, and all individuals performing Work, not less than the prescribed minimum wages in accordance with the current General Prevailing Wage Determination published by the United States Department of Labor.

1.5.3 Federal Lobbyist Requirements. The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that it is familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements. Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

1.5.4 State Prevailing Wage Requirements. The Contractor's duty to pay prevailing wages can be found under California Labor Code Section 1770 et seq. and the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment can be found in California Labor Code Sections 1775 and 1777.7, as such wage rates are amended from time to time. It is the Contractor's responsibility to ensure payment of prevailing wages and inform all sub-contractors that prevailing wage requirements apply to this construction project from commencement of the Contract through completion of the work.

.1 Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work. Contractor shall forfeit to the City, as penalty, **Fifty Dollars (\$50.00)** for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the Work provided for in this Agreement, all in accordance with the State Labor Code. The Contractor shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code. The Contractor shall conform to the State Labor Code and it is agreed that the Contractor shall forfeit to the City, as penalty, the sum of **Fifty Dollars (\$50.00)** for each worker employed in the execution of this Contract by the Contractor or any subcontractors for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of said article. The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, employees and agents from any and all liability including, but not limited to wages, overtime pay, liquidated damages, penalties, court costs, and attorneys fees arising under any wage and hour law including, but not limited to the Federal Fair Labor Standards Act, as amended, for work performed by the Contractor's employees for which the City may be found jointly or solely liable.

1.6 Key Personnel.

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

1.7 Independent Contractor.

Contractor shall be an independent contractor, and neither Contractor, its officers, principals, employees, agents, volunteers and subcontractors (collectively hereinafter the "Contractor"), shall be considered employees or agents of City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the

Construction Agreement – Shawnan
Williams Alley Project (CIP #09-09)
Resolution No. ____/Public Works/Municipal Utilities

Contractor, except as expressly set forth in this Agreement. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

1.8 Permits.

Contractor understands and assumes all risk and sole responsibility, without any adjustment to the Contract Price or Contract Time, for obtaining all permits, licenses and approvals that may be necessary for the Project to be completely constructed and ready for occupancy by City.

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

2.0 SCOPE OF SERVICES

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

WILLIAMS ALLEY PROJECT
(CIP# 09-09)

THE WORK CONSISTS OF TOAL RECONSTRUCTION OF PAVEMENT WITH A 4" ASPHALT OVER 6" CAB SECTION AND A CONCRETE GUTTER IN EXISTING ALLEY AND INCLUDES REMOVAL, DISPOSAL AND GRADING OF EXISTING CONCRETE ALLEY APPROACHED TO BE REPLACED, 6 INCH MINIMUM CLASS 2 BASE COMPLETE IN PLACE AND COMPACTED, NEW CONCRETE GUTTER COMPLETE IN PLACE, 4 INCH ASPHALT CONCRETE PAVING COMPLETE IN PLACE, SIDEWALK REPAIR, HANDICAP DETECTABLE SURFACES AT NEW ALLEY APPROACHED, ADJUST VALUE, METER AND UTILITY BOXES AND COVERS TO FINISH GRADE AND MARK.

2.2 Management of Construction Work.

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

final completion of the Construction Work within the time and cost constraints specified in this Contract.

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

3.0 CONTRACT PRICE

3.1 Total Compensation.

As full and complete compensation for 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 Hundred Forty One Thousand Seven Hundred Dollars (\$241,700)** ("Contract Price"), subject to adjustments for changes in the Work as may be agreed to in writing by the City and Contractor.

3.2 The Contract Price, unless changed by Change Order, represents the absolute limit of obligation or liability that City may ever have insofar as the cost for full and final completion of the Work, and the total of all payments to Contractor are concerned. Should additional amounts be required to be expended, over and above the Contract Price, to achieve completion of the Work, including project construction, and payment to Contractor, in accordance with this Contract, liability for and payment of such additional amounts shall be the sole responsibility of Contractor and its Contract surety herein, and City shall not be liable for same. Should the final cost of the construction work and Contractor's compensation total less than the Contract Price, or any approved revision thereof, the difference shall inure to the benefit of City and no claim for all or any portion of said difference shall be valid against or payable by City.

3.3 Payments.

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

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. City will verify the accuracy of the request, correct the charges where appropriate and make payment to the Contractor in an amount equal to the amount of such invoice, as verified or corrected by City. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which the Contractor is billing. Invoices shall be delivered or mailed to the Public Works Director/City Engineer or his/her designee at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

3.4 Retention.

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

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

-Or-

Pursuant to *Section 22300* of the *Public Contract Code* 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 **Ninety (90) working days** (this period is inclusive of time to procure needed materials), whichever occurs first, unless this Agreement is extended, suspended or terminated as provided herein.

4.3 Extensions.

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

4.4 Compensation for Delay.

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

4.5 Liquidated Damages.

IF CONTRACTOR FAILS TO ACHIEVE SUBSTANTIAL COMPLETION OF THE WORK WITHIN THE PERIODS OF TIME REFERRED TO IN PARAGRAPH 4.2.1 OF THIS AGREEMENT (AS ADJUSTED BY CHANGE ORDER FOR EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS), CITY WILL INCUR DAMAGES, THE AMOUNT OF WHICH WILL BE DIFFICULT OR IMPOSSIBLE TO ESTABLISH WITH CERTAINTY, INCLUDING BUT NOT LIMITED TO INEFFICIENCY AND DISRUPTION OF CITY'S OPERATIONS. THE PARTIES THEREFORE AGREE THAT FOR EACH DAY PAST THE COMPLETION DATES REFERRED TO IN PARAGRAPH 4.2.1 (AS ADJUSTED BY CHANGE ORDER FOR THE EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS) THAT THE WORK IS NOT SUBSTANTIALLY COMPLETE, CONTRACTOR SHALL PAY CITY THE SUM OF SEVEN HUNDRED FIFTY DOLLARS (\$750.00) 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

Construction Agreement – Shawnan
Williams Alley Project (CIP #09-09)
Resolution No. ____/Public Works/Municipal Utilities

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

Contractor (Shawn A. Smith)

4.6 Construction Schedule.

Contractor shall prepare and submit to City within ten (10) days from the execution of this Agreement by all parties, or other times as requested by the 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;

Construction Agreement – Shawnan
Williams Alley Project (CIP #09-09)
Resolution No. ____/Public Works/Municipal Utilities

.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.

6.0 ACCOUNTING RECORDS

6.1 Access.

Contractor shall keep, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to keep, full and detailed accounts in accordance with the requirements of the Contract Documents and exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar Projects and be satisfactory to City and shall include preservation of such records for a period of four (4) years after final completion of the Work, or for such longer period as may be required by law.

Contractor shall allow, and shall include in its contracts with its Trade

Construction Agreement – Shawnan
Williams Alley Project (CIP #09-09)
Resolution No. ____/Public Works/Municipal Utilities

Contractors, provisions requiring its Trade Contractors to allow, City or its authorized representative(s) and accountants, within twenty-four (24) hours after requested by City, to inspect, audit or reproduce any and all records relating to the Project. Such records shall include all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, including without limitation the following: agreements; purchase orders; leases; contracts; commitments; arrangements; notes; schedules; daily diaries; superintendent reports; drawings; receipts; vouchers; memoranda; accounting records; job cost reports, job cost files (including documentation covering negotiated settlements); backcharge logs; general ledgers; documentation of cash and trade discounts earned, insurance rebates and dividends; any documents customarily maintained by contractors performing work on a cost plus a fee basis; other documents that City otherwise deems necessary to substantiate charges or claims related to the Project.

6.2 Enforcement.

Contractor hereby consents and agrees that any failure by Contractor to provide access to records as provided in this Article 6.0 shall be specifically enforceable by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony, to compel Contractor to permit access, inspection, audit and/or reproduction of the records or to require delivery of the records to City for inspection, audit and/or reproduction.

7.0 INDEMNITY, BONDS

7.1 Indemnity.

7.1.1 General Indemnity. To the fullest extent allowed by law, Contractor hereby agrees to defend, indemnify, and hold harmless City, its City Council, boards and commissions, officers, agents, employees, representatives, insurers and volunteers (hereinafter collectively referred to as "City") through legal counsel acceptable to City, from and against any and all Losses arising directly or indirectly from, or in any manner relating to, any of the following: (i) any act or omission (negligent or otherwise) of Contractor, or by its Trade Contractors, of any tier; (ii) performance or nonperformance by Contractor or its Trade Contractors, of any tier, of any of the obligations under this Agreement or the other Contract Documents; (iii) the construction activities of Contractor, or its Trade Contractors, of any tier, either on the Site or on other properties; (iv) the payment or nonpayment of money by Contractor, or by any of its Trade Contractors, of any tier; or (v) any personal injury, property damage or economic loss to third persons or entities associated with the performance or nonperformance by Contractor, or any of its Trade Contractors, of any tier; provided, however, that nothing contained herein shall be construed as obligating Contractor to indemnify the City for losses resulting from the City's sole negligence, active negligence or willful misconduct. Contractor shall pay City for any costs incurred in enforcing the defense and/or indemnity obligations under this provision. Nothing in this Section 7.1 shall be construed to give rise to any implied right of indemnity in favor of Contractor against the City.

#7.

Construction Agreement – Shawnan
Williams Alley Project (CIP #09-09)
Resolution No. ____/Public Works/Municipal Utilities

7.1.2 Survival. The provisions of Paragraph 7.1.1 shall survive complete performance or termination of this Agreement.

7.1.3 Severability. The invalidity of any portion of Paragraph 7.1.1 shall not affect or render unenforceable any other portions thereof.

7.2 Bonds.

7.2.1 Bond Forms. Prior to commencing any construction of the Work, Contractor shall file with City good and sufficient "Labor and Material Payment" and "Performance" bonds in the amount of one hundred percent (100%) of the Contract Price for each. Contractor shall take steps to assure that the penal sum of the bonds shall be increased by the amount of any additive adjustments to the Contract Price due to Change Orders. The bonds shall be on forms satisfactory to and approved by City, signed by both Contractor and surety and properly notarized. Should any bond required hereunder or any surety on such bond become or be determined by City to be insufficient, it shall be replaced within ten (10) days by a bond that fully complies with the requirements of this Paragraph 7.2.1. No further payments to Contractor for work performed shall be made or become due until Contractor has fully complied with the requirements of this Section 7.2.

7.2.2 Duration. The payment bond shall remain in effect until sixty (60) days after final completion of the Work and all claims by Contractor and Trade Contractors, of every tier, have been satisfied. The performance bond provided by Contractor shall remain in effect for the duration of the period of all warranties required by the Contract Documents and shall assure faithful performance of all of Contractor's obligations under the Contract Documents, including, without limitation, all obligations that survive final completion or termination, such as but not limited to Contractor's obligations under its warranties, guarantees and to defend and indemnify City.

7.2.3 Premiums. The premiums for all bonds are included in the Contract Price and shall be paid by Contractor.

7.2.4 Obligees. The performance and payment bonds shall name City as obligee.

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

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

8.0 INSURANCE

8.1 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 at its own expense during the term of this Agreement a policy of Commercial or Comprehensive General Liability Insurance, inclusive of contractual liability, personal injury liability and broad form property damage coverage, with a combined single limit of not less than **One Million Dollars (\$1,000,000.00)** per occurrence with an aggregate limit of no less than **Two Million Dollars (\$2,000,000.00)**.

8.1.2 Automotive Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement 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. 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 and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

8.1.4 Insurance Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed with the following language:

.1 The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named and covered as “**additional insureds**” with respect to liability arising out of the activities of the Contractor.

.2 The insurer waives all rights of subrogation against the City.

.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City.

.4 Identities of the insured(s).

Prior to City’s execution of this Agreement, Contractor shall furnish certificates of insurance and endorsement page(s) to City.

8.1.5 Subcontractor’s Insurance. Contractor shall either (1) require each of his/her 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.

10.0 CERTIFICATIONS

10.1 Certification of Contractor. I, **Shawn A. Smith**, **HEREBY CERTIFY** that I am the **President**, and duly authorized representative of the Contractor firm of **Shawnan**, 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

Construction Agreement – Shawnan
Williams Alley Project (CIP #09-09)
Resolution No. ____/Public Works/Municipal Utilities

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]

Shawn A. Smith, President

(Date)

10.3 Non-Lobbying Certification for Federal-Aid Contracts. The Contractor certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. The above certifications are part of this Contract. Signing this Agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Steve P. De Gennaro, President

(Date)

11.0 MISCELLANEOUS PROVISIONS

11.1 Disadvantaged Business Enterprise (DBE) Participation. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall cause any contract entered into with its Trade Contractors to contain all of the provisions of this section.

11.2 Warranties. Contractor warrants and guarantees all equipment, materials, supplies and work furnished on the Project against defective construction or workmanship for a period of one (1) year following completion of the Project, except when a longer guaranty is provided by the supplier or manufacturer of the equipment. The Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless specified and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor expressly agrees to act as co-guarantor of such equipment and materials and the Contractor shall supply City with all warranty and guaranty documents relative to equipment and materials incorporated in the Work and guaranteed by their suppliers or manufacturers.

Construction Agreement – Shawnan
Williams Alley Project (CIP #09-09)
Resolution No. ____/Public Works/Municipal Utilities

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

11.4 Governing Law. This Agreement shall be governed by the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

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

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 compliance with all Contract terms and performance standards. Contractor deficiencies which the City determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the City. The report will include improvement/corrective action measures taken by the City and the Contractor. If improvement does not occur consistent with the corrective action measures, the City may terminate this Contract or seek other remedies as specified in this Contract.

11.12 Copyrights. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the City who holds all the rights to said data.

11.13 Confidentiality of Reports. The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the City.

11.14 Employees of Contractor. Worker's Compensation: Contractor understands and agrees that all persons furnishing services to the City pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the City under this Contract.

Professional Conduct: The City does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The City will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

11.15 Patent Rights. The City will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under this Contractor.

Construction Agreement – Shawnan
Williams Alley Project (CIP #09-09)
Resolution No. ____/Public Works/Municipal Utilities

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

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

11.18 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.

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

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

11.17 Water Pollution Control.

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

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, 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

Construction Agreement – Shawnan
Williams Alley Project (CIP #09-09)
Resolution No. ____/Public Works/Municipal Utilities

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

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:

Construction Agreement – Shawnan
Williams Alley Project (CIP #09-09)
Resolution No. ____/Public Works/Municipal Utilities

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

with copies to:

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

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

Sialic Contractors dba Shawnan
12240 Woodruff Avenue
Downey, California 90241
Attn: Shawn A. Smith, President
(562) 803-9977 – Phone
(562) 803-9955 - Fax

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.

**SIALIC CONTRACTORS DBA SHAWNAN
CONTRACTOR**

Dated: _____

By _____
Shawn A. Smith, President

#7.

Construction Agreement – Shawnan
Williams Alley Project (CIP #09-09)
Resolution No. ____/Public Works/Municipal Utilities

CITY OF COMPTON
Recommended for Approval:

By _____
Glen W.C. Kau, P.E., Director
Public Works/Municipal Utilities Department

Dated: _____

Approved by:

Dated: _____

By _____
G. Harold Duffey, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

October 22, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: GLEN W. C. KAU, P.E.,
DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL
UTILITIES DEPARTMENT'S 2013-2014 FISCAL YEAR BUDGET,
AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT
AND ISSUE A PURCHASE ORDER TO SIALIC CONTRACTORS
CORPORATION DBA SHAWNAN FOR THE PAVING OF
ORIS/WINONA ALLEY PROJECT (CIP# 09-07)**

SUMMARY

This Resolution amends the Public Works/Municipal Utilities Department's 2013-2014 Fiscal Year budget and authorize the City Manager to enter into a contract and issue a purchase order to Sialic Contractors Corporation dba Shawnan (Shawnan) for the paving of the Oris/Winona Alley Project (CIP# 09-07).

BACKGROUND

The Oris/Winona Alley Paving Project (CIP# 09-07, Exhibit 1 - attached) consists of an existing unimproved alley running North and South between Douglas Avenue on the South, and Oris Street on the North, East of Culver Street and West of Willowbrook Avenue. Oris/Winona is an unimproved alley and has created a public nuisance and maintenance problem for area residents.

In 2009, Quantum Consulting, Inc. was retained to design the project which included the plans, specifications and cost estimate. In March 2013, Geo-Environmental, Inc. was retained to verify the alleys' soil conditions and recommend the pavement thickness. In summary, the alley improvements include pavement, base course, sub-base course, and sub-grade soils, and etc.

The original design specified a pavement thickness of 2" asphalt cement (AC) placed over a 4" base material thickness. Based on geotechnical investigations, staff revised the construction plans to provide for a 4" AC pavement thickness over a 6" base material thickness. This will achieve a thicker pavement section and provide for the anticipated 15 to 20 year life cycle.

The revised project plans were re-advertised for competitive construction bids. On August 29, 2013, Public Works staff received bids from the following contractors:

<u>Contractors</u>	<u>Amount</u>
Access Pacific, Inc.	\$302,130
Excel Paving	\$296,290
Shawnan	\$273,670

#8.

Oris/Winona Alley Staff Report Page 2

Therefore, Staff recommends accepting the lowest and most responsible bid provided by Shawnan for the Oris/Winona Alley Project in the total amount of \$273,670.

STATEMENT OF THE ISSUE

City Council's authorization is necessary to amend the Public Works/Municipal Utilities 2013-2014 Fiscal Year budget, authorize the City Manager to enter into a contract and issue a purchase order with Sialic Contractors Corporation dba Shawnan.

FISCAL IMPACT

In order to expend funds for the projects, the Fiscal Year 2013-2014 budget needs to be amended and revenues and expenditures be increased as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1521-000-000-3990	Local Street & Road Improvement Fund	\$301,170
1521-710-01B-4269	Other Contract Services	\$301,170

Funds in the amount of \$273,670 (Two Hundred Seventy Three Thousand Six Hundred and Seventy Dollars) will be available in the Public Works 2013-2014 Fiscal Year Budget in Account No. 1521-710-01B-4269 (Other Contract Services).

Additionally, staff recommends that a ten (10%) percent contingency in the amount of \$27,500 for any unforeseen costs be authorized for this project.

ALTERNATIVE

Due to the desire of the City to move forward with this project, no other alternative is being proposed at this time.

RECOMMENDATION

The Public Works/Municipal Utilities Department request that the City Council:

- Amend the Public Works/Municipal Department FY 2013-14 budget;
- Authorize the City Manager to enter into a contract and issue a purchase order to Sialic Contractors Corporation dba Shawnan (Shawnan) for the paving of the Oris/Winona Alley Project (CIP# 09-07); and
- Approve a construction contingency in the amount of \$27,500 (10%) for the subject project.

GLEN W. C. KAU, P.E.
DIRECTOR OF PUBLIC/ MUNICIPAL UTILITIES

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

GHD:GK:RC

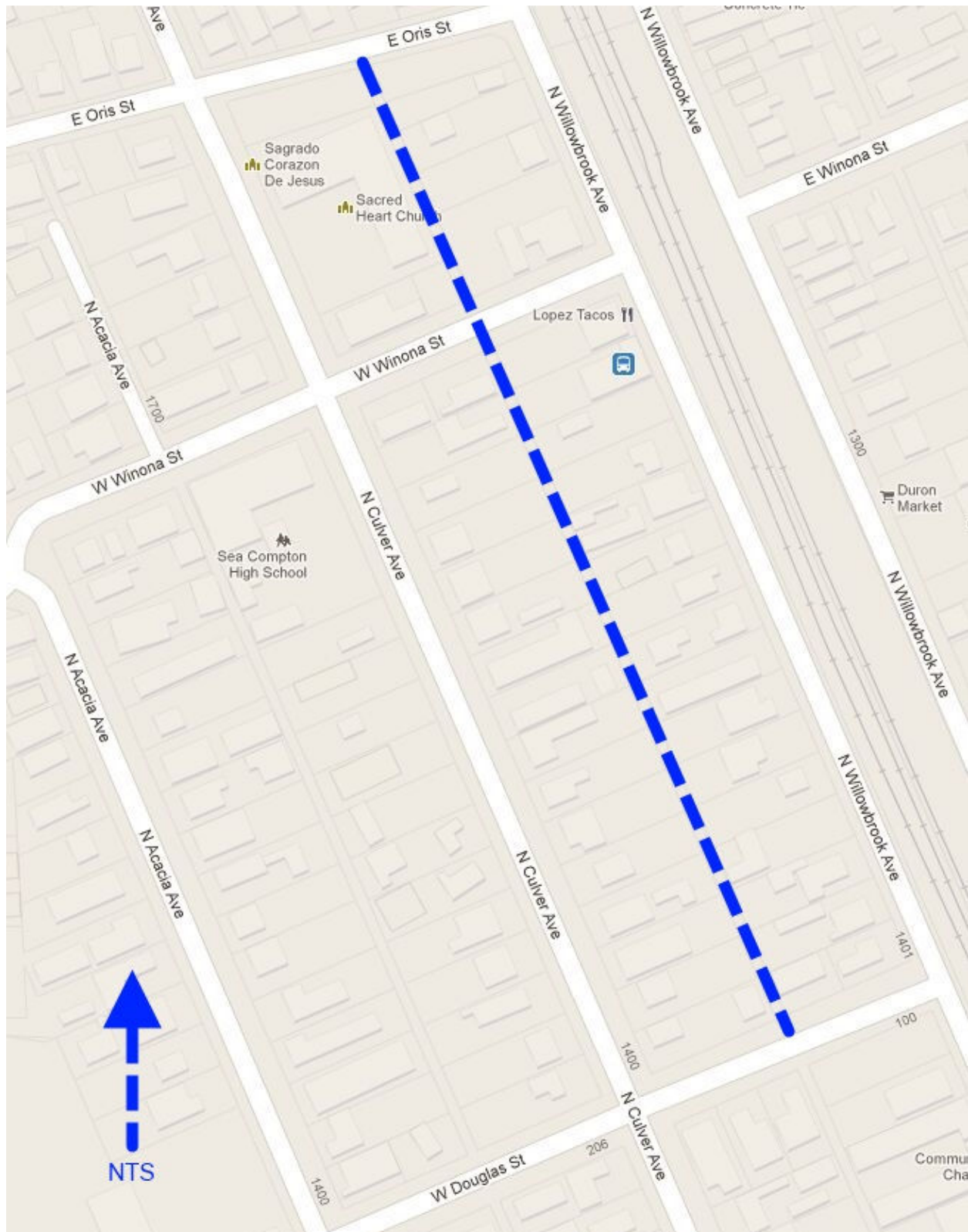


Exhibit 1: Oris/Winona Alley

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT’S 2013-2014 FISCAL YEAR BUDGET, AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO SIALIC CONTRACTORS CORPORATION DBA SHAWNAN FOR THE PAVING OF ORIS/WINONA ALLEY PROJECT (CIP# 09-07)

WHEREAS, this Resolution amends the Public Works/Municipal Utilities Department’s 2013-2014 fiscal year budget, authorize the City Manager to enter into contract and issue a purchase order to Sialic Contractors Corporation dba Shawnan for the paving of the Oris/Winona Alley Project (CIP# 09-07); and

WHEREAS, the Oris/Winona Paving Project (CIP# 09-07) consists of an existing unimproved alley running North and South between Douglas Avenue on the South, and Oris Street on the North, East of Culver Street and West of Willowbrook Avenue; and

WHEREAS, the original design called for the pavement thickness of 2” AC over a 4” base material thickness and based on an geotechnical investigations, staff revised the construction plans to provide for a 4” AC pavement thickness over a 6” base material thickness; and

WHEREAS, this will achieve a thicker pavement section and provide for the anticipated 15 to 20 year life cycle; and

WHEREAS, the revised project plans were re-advertised for competitive construction bids and on August 29, 2013, the Public Works staff received three bids.

WHEREAS, staff recommends accepting the lowest and most responsible bid provided by Sialic Contractors Corporation dba Shawnan for Oris/Williams Alley Paving Project in the total amount of \$273,670; and

WHEREAS, staff also recommends that a ten (10%) percent contingency in the amount of \$27,500 be authorized for this project; and

WHEREAS, in order to expend funds for the project, the Public Works/Municipal Utilities Department’s 2013-2014 fiscal year budget needs to be amended and revenues and expenditures shall be increased as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1521-000-000-3990	Local Street & Road Improvement Fund	\$301,170
1521-710-01B-4269	Other Contract Services	\$301,170

WHEREAS, in order to amend the Public Works/Municipal Utilities Department’s 2013-2014 Fiscal Year Budget, authorize the City Manager to enter into a contract and issue a contract to Sialic Contractors Corporation dba Shawnan, City Council’s authorization is necessary; and

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

SECTION 1. That the City Council is authorized to amend the Public Works/Municipal Utilities Department’s 2013-2014 Fiscal Year budget, authorize the City Manager to enter into a contract and issue a purchase order to Sialic Contractors Corporation dba Shawnan for the Oris/Winona Alley Paving Project (CIP# 09-07) in the amount of \$273,670.

RESOLUTION NO. _____
PAGE TWO

SECTION 2. In order to expend funds for the project, the 2013-2014 fiscal year budget shall be amended and revenues and expenditures be increased as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1521-000-000-3990	Local Street & Road Improvement Fund	\$301,170
1521-710-01B-4269	Other Contract Services	\$301,170

SECTION 3. That funds in the amount of \$273,760 will be available in the Public Works & Municipal Utilities 2013-2014 Fiscal Year budget Account No. 1521-710-01B-4269.

SECTION 4. Staff also recommends that a ten (10%) percent contingency in the amount of \$27,500 be authorized for this project.

SECTION 5. That a copy of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works /Municipal Utilities Department.

SECTION 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2013.

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 _____ 2013.

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

ORIS ALLEY CIP 09-07				ACCESS PACIFIC INC		EXCEL PAVING		SHAWNAN	
Bid Item	Description	Unit	Estimated Quantity	Unit Bid	TOTAL	Unit Bid	TOTAL	Unit Bid	TOTAL
1	MOBILIZATION, INSURANCE, BONDS, TEMPORARY FACILITIES, SECURITY AND DEMOBILIZATION	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 15,000.00	\$ 15,000.00	\$ 48,000.00	\$ 48,000.00
2	TRAFFIC CONTROL AND SAVETY PLAN INCLUDING IMPLEMENTATION	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 14,000.00	\$ 14,000.00	\$ 27,000.00	\$ 27,000.00
3	CONSTRUCTION SURVEY AND STAKING	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 18,000.00	\$ 18,000.00
4	SOILS, ASPHALT, AND CONCRETE TESTING	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 7,200.00	\$ 7,200.00	\$ 18,000.00	\$ 18,000.00
5	GRADING, COMPACTION, AND OFFSITE MATERIAL DISPOSAL	SF	14300	\$ 5.00	\$ 71,500.00	\$ 6.40	\$ 91,520.00	\$ 3.00	\$ 42,900.00
6	REMOVE, DISPOSE AND GRADE EXISTING CONCRETE ALLEY APPROACHES TO BE REPLACED	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 1,300.00	\$ 3,900.00	\$ 4,000.00	\$ 12,000.00
7	6 INCH MINIMUM CLASS 2 BASE COMPLETE IN PLACE AND COMPACTED	SF	13200	\$ 2.00	\$ 26,400.00	\$ 3.50	\$ 46,200.00	\$ 2.00	\$ 26,400.00
8	NEW CONCRETE V GUTTER COMPLETE IN PLACE	LF	1088	\$ 35.00	\$ 38,080.00	\$ 30.00	\$ 32,640.00	\$ 15.00	\$ 16,320.00
9	4 INCH ASPHALT CONCRETE PAVING COMPLETE IN PLACE	SF	9900	\$ 7.00	\$ 69,300.00	\$ 3.60	\$ 35,640.00	\$ 3.00	\$ 29,700.00
10	SEAL COAT NEW PAVING	SF	9900	\$ 1.50	\$ 14,850.00	\$ 0.50	\$ 4,950.00	\$ 0.50	\$ 4,950.00
11	NEW ALLEY APPROACHES COMPLETE WITH BASE, PAVEMENT AND SIDEWALK REPAIR	EA	3	\$ 2,500.00	\$ 7,500.00	\$ 5,000.00	\$ 15,000.00	\$ 4,000.00	\$ 12,000.00
12	HANDICAP DETECTABLE SURFACES AT NEW ALLEY APPROACHES	EA	6	\$ 500.00	\$ 3,000.00	\$ 1,000.00	\$ 6,000.00	\$ 2,000.00	\$ 12,000.00
13	ADJUST VALVE, METER, AND UTILITY BOXES AND COVERS TO FINISH GRADE AND MARK	LS	32	\$ 250.00	\$ 8,000.00	\$ 570.00	\$ 18,240.00	\$ 200.00	\$ 6,400.00
				3	\$ 302,130.00	2	\$ 296,290.00	1	\$ 273,670.00

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
CITY OF COMPTON
AND
SIALIC CONTRACTORS CORPORATION DBA SHAWNAN
[Oris/Winona Alley Project – CIP # 09-07]**

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 **SIALIC CONTRACTORS CORPORATION DBA SHAWNAN** (hereinafter referred to as “**CONTRACTOR**”) located at 12240 Woodruff Avenue, Downey, California 90241.

RECITALS:

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

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

C. City and Contractor enter into this Agreement for the purpose of retaining Contractor to perform that work required pursuant to the Oris/Winona Alley Project CIP# 09-07 (“Project”).

D. Authorization to enter into this Agreement is pursuant to Resolution No.____, adopted by the City Council on October ____, 2013.

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, standard and technical specifications, 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), Standard Drawings for

Public Works Construction, latest edition (except as modified), Work Area Traffic Control Handbook (WATCH), latest edition, CalTrans Standard Drawings, latest edition, Manual on Uniform Traffic Control Devices (MUTCD), latest edition, MUTCD Latest California Supplement, 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 Executive Order 11246 and 11375, Equal Opportunity in Employment (Non-Discrimination in Employment by Government Contractors, Subcontractors, and Contractors).

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

1.5.2 Davis-Bacon and Related Acts (DBRA). This is a federally assisted construction project. Federal Labor Standards Provisions, including the prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. The Contractor represents and warrants that he/she shall pay his/her employees, and all individuals performing Work, not less than the prescribed minimum wages in accordance with the current General Prevailing Wage Determination published by the United States Department of Labor.

1.5.3 Federal Lobbyist Requirements. The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that it is familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements. Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

1.5.4 State Prevailing Wage Requirements. The Contractor's duty to pay prevailing wages can be found under California Labor Code Section 1770 et seq. and the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment can be found in California Labor Code Sections 1775 and 1777.7, as such wage rates are amended from time to time. It is the Contractor's responsibility to ensure payment of prevailing wages and inform all sub-contractors that prevailing wage requirements apply to this construction project from commencement of the Contract through completion of the work.

.1 Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work. Contractor shall forfeit to the City, as penalty, **Fifty Dollars (\$50.00)** for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the Work provided for in this Agreement, all in accordance with the State Labor Code. The Contractor shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code. The Contractor shall conform to the State Labor Code and it is agreed that the Contractor shall forfeit to the City, as penalty, the sum of **Fifty Dollars (\$50.00)** for each worker employed in the execution of this Contract by the Contractor or any subcontractors for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of said article. The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, employees and agents from any and all liability including, but not limited to wages, overtime pay, liquidated damages, penalties, court costs, and attorneys fees arising under any wage and hour law including, but not limited to the Federal Fair Labor Standards Act, as amended, for work performed by the Contractor's employees for which the City may be found jointly or solely liable.

1.6 Key Personnel.

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

1.7 Independent Contractor.

Contractor shall be an independent contractor, and neither Contractor, its officers, principals, employees, agents, volunteers and subcontractors (collectively hereinafter the "Contractor"), shall be considered employees or agents of City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the

Construction Agreement – Shawnan
Oris/Winona Alley Project (CIP #09-07)
Resolution No. ____/Public Works/Municipal Utilities

Contractor, except as expressly set forth in this Agreement. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

1.8 Permits.

Contractor understands and assumes all risk and sole responsibility, without any adjustment to the Contract Price or Contract Time, for obtaining all permits, licenses and approvals that may be necessary for the Project to be completely constructed and ready for occupancy by City.

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

2.0 SCOPE OF SERVICES

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

ORIS/WINONA ALLEY PROJECT
(CIP# 09-07)

THE WORK CONSISTS OF TOAL RECONSTRUCTION OF PAVEMENT WITH A 4" ASPHALT OVER 6" CAB SECTION AND A CONCRETE GUTTER IN EXISTING ALLEY AND INCLUDES REMOVAL, DISPOSAL AND GRADING OF EXISTING CONCRETE ALLEY APPROACHED TO BE REPLACED, 6 INCH MINIMUM CLASS 2 BASE COMPLETE IN PLACE AND COMPACTED, NEW CONCRETE GUTTER COMPLETE IN PLACE, 4 INCH ASPHALT CONCRETE PAVING COMPLETE IN PLACE, SIDEWALK REPAIR, HANDICAP DETECTABLE SURFACES AT NEW ALLEY APPROACHED, ADJUST VALUE, METER AND UTILITY BOXES AND COVERS TO FINISH GRADE AND MARK.

2.2 Management of Construction Work.

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

final completion of the Construction Work within the time and cost constraints specified in this Contract.

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

3.0 CONTRACT PRICE

3.1 Total Compensation.

As full and complete compensation for 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 Hundred Seventy Three Thousand Six Hundred Seventy Dollars (\$273,670)** ("Contract Price"), subject to adjustments for changes in the Work as may be agreed to in writing by the City and Contractor.

3.2 The Contract Price, unless changed by Change Order, represents the absolute limit of obligation or liability that City may ever have insofar as the cost for full and final completion of the Work, and the total of all payments to Contractor are concerned. Should additional amounts be required to be expended, over and above the Contract Price, to achieve completion of the Work, including project construction, and payment to Contractor, in accordance with this Contract, liability for and payment of such additional amounts shall be the sole responsibility of Contractor and its Contract surety herein, and City shall not be liable for same. Should the final cost of the construction work and Contractor's compensation total less than the Contract Price, or any approved revision thereof, the difference shall inure to the benefit of City and no claim for all or any portion of said difference shall be valid against or payable by City.

3.3 Payments.

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

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. City will verify the accuracy of the request, correct the charges where appropriate and make payment to the Contractor in an amount equal to the amount of such invoice, as verified or corrected by City. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which the Contractor is billing. Invoices shall be delivered or mailed to the Public Works Director/City Engineer or his/her designee at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

3.4 Retention.

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

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

-Or-

Pursuant to *Section 22300* of the *Public Contract Code* 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 **fifteen (15) calendar 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 **Ninety (90) working days** (this period is inclusive of time to procure needed materials), whichever occurs first, unless this Agreement is extended, suspended or terminated as provided herein.

4.3 Extensions.

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

4.4 Compensation for Delay.

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

4.5 Liquidated Damages.

IF CONTRACTOR FAILS TO ACHIEVE SUBSTANTIAL COMPLETION OF THE WORK WITHIN THE PERIODS OF TIME REFERRED TO IN PARAGRAPH 4.2.1 OF THIS AGREEMENT (AS ADJUSTED BY CHANGE ORDER FOR EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS), CITY WILL INCUR DAMAGES, THE AMOUNT OF WHICH WILL BE DIFFICULT OR IMPOSSIBLE TO ESTABLISH WITH CERTAINTY, INCLUDING BUT NOT LIMITED TO INEFFICIENCY AND DISRUPTION OF CITY'S OPERATIONS. THE PARTIES THEREFORE AGREE THAT FOR EACH DAY PAST THE COMPLETION DATES REFERRED TO IN PARAGRAPH 4.2.1 (AS ADJUSTED BY CHANGE ORDER FOR THE EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS) THAT THE WORK IS NOT SUBSTANTIALLY COMPLETE, CONTRACTOR SHALL PAY CITY THE SUM OF SEVEN HUNDRED FIFTY DOLLARS (\$750.00) 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

Construction Agreement – Shawnan
 Oris/Winona Alley Project (CIP #09-07)
 Resolution No. ____/Public Works/Municipal Utilities

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

Contractor (Shawn A. Smith)

4.6 Construction Schedule.

Contractor shall prepare and submit to City within ten (10) days from the execution of this Agreement by all parties, or other times as requested by the 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.

Construction Agreement – Shawnan
Oris/Winona Alley Project (CIP #09-07)
Resolution No. ____/Public Works/Municipal Utilities

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.

6.0 ACCOUNTING RECORDS

6.1 Access.

Contractor shall keep, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to keep, full and detailed accounts in accordance with the requirements of the Contract Documents and exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar Projects and be satisfactory

to City and shall include preservation of such records for a period of four (4) years after final completion of the Work, or for such longer period as may be required by law.

Contractor shall allow, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to allow, City or its authorized representative(s) and accountants, within twenty-four (24) hours after requested by City, to inspect, audit or reproduce any and all records relating to the Project. Such records shall include all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, including without limitation the following: agreements; purchase orders; leases; contracts; commitments; arrangements; notes; schedules; daily diaries; superintendent reports; drawings; receipts; vouchers; memoranda; accounting records; job cost reports, job cost files (including documentation covering negotiated settlements); backcharge logs; general ledgers; documentation of cash and trade discounts earned, insurance rebates and dividends; any documents customarily maintained by contractors performing work on a cost plus a fee basis; other documents that City otherwise deems necessary to substantiate charges or claims related to the Project.

6.2 Enforcement.

Contractor hereby consents and agrees that any failure by Contractor to provide access to records as provided in this Article 6.0 shall be specifically enforceable by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony, to compel Contractor to permit access, inspection, audit and/or reproduction of the records or to require delivery of the records to City for inspection, audit and/or reproduction.

7.0 INDEMNITY, BONDS

7.1 Indemnity.

7.1.1 General Indemnity. To the fullest extent allowed by law, Contractor hereby agrees to defend, indemnify, and hold harmless City, its City Council, boards and commissions, officers, agents, employees, representatives, insurers and volunteers (hereinafter collectively referred to as "City") through legal counsel acceptable to City, from and against any and all Losses arising directly or indirectly from, or in any manner relating to, any of the following: (i) any act or omission (negligent or otherwise) of Contractor, or by its Trade Contractors, of any tier; (ii) performance or nonperformance by Contractor or its Trade Contractors, of any tier, of any of the obligations under this Agreement or the other Contract Documents; (iii) the construction activities of Contractor, or its Trade Contractors, of any tier, either on the Site or on other properties; (iv) the payment or nonpayment of money by Contractor, or by any of its Trade Contractors, of any tier; or (v) any personal injury, property damage or economic loss to third persons or entities associated with the performance or nonperformance by Contractor, or any of its Trade Contractors, of any tier; provided, however, that nothing contained herein shall be construed as obligating Contractor to indemnify the City for losses resulting from the City's sole negligence, active negligence or willful misconduct.

#8.

Construction Agreement – Shawnan
Oris/Winona Alley Project (CIP #09-07)
Resolution No. ____/Public Works/Municipal Utilities

Contractor shall pay City for any costs incurred in enforcing the defense and/or indemnity obligations under this provision. Nothing in this Section 7.1 shall be construed to give rise to any implied right of indemnity in favor of Contractor against the City.

7.1.2 Survival. The provisions of Paragraph 7.1.1 shall survive complete performance or termination of this Agreement.

7.1.3 Severability. The invalidity of any portion of Paragraph 7.1.1 shall not affect or render unenforceable any other portions thereof.

7.2 Bonds.

7.2.1 Bond Forms. Prior to commencing any construction of the Work, Contractor shall file with City good and sufficient "Labor and Material Payment" and "Performance" bonds in the amount of one hundred percent (100%) of the Contract Price for each. Contractor shall take steps to assure that the penal sum of the bonds shall be increased by the amount of any additive adjustments to the Contract Price due to Change Orders. The bonds shall be on forms satisfactory to and approved by City, signed by both Contractor and surety and properly notarized. Should any bond required hereunder or any surety on such bond become or be determined by City to be insufficient, it shall be replaced within ten (10) days by a bond that fully complies with the requirements of this Paragraph 7.2.1. No further payments to Contractor for work performed shall be made or become due until Contractor has fully complied with the requirements of this Section 7.2.

7.2.2 Duration. The payment bond shall remain in effect until sixty (60) days after final completion of the Work and all claims by Contractor and Trade Contractors, of every tier, have been satisfied. The performance bond provided by Contractor shall remain in effect for the duration of the period of all warranties required by the Contract Documents and shall assure faithful performance of all of Contractor's obligations under the Contract Documents, including, without limitation, all obligations that survive final completion or termination, such as but not limited to Contractor's obligations under its warranties, guarantees and to defend and indemnify City.

7.2.3 Premiums. The premiums for all bonds are included in the Contract Price and shall be paid by Contractor.

7.2.4 Obligees. The performance and payment bonds shall name City as obligee.

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

7.2.6 Communications. City shall have the right to communicate with

Construction Agreement – Shawnan
 Oris/Winona Alley Project (CIP #09-07)
 Resolution No. ____/Public Works/Municipal Utilities

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 at its own expense during the term of this Agreement a policy of Commercial or Comprehensive General Liability Insurance, inclusive of contractual liability, personal injury liability and broad form property damage coverage, with a combined single limit of not less than **One Million Dollars (\$1,000,000.00)** per occurrence with an aggregate limit of no less than **Two Million Dollars (\$2,000,000.00)**.

8.1.2 Automotive Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement 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. 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 and Employer's Liability. Workers'

#8.

Construction Agreement – Shawnan
Oris/Winona Alley Project (CIP #09-07)
Resolution No. ____/Public Works/Municipal Utilities

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

8.1.4 Insurance Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed with the following language:

.1 The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named and covered as “**additional insureds**” with respect to liability arising out of the activities of the Contractor.

.2 The insurer waives all rights of subrogation against the City.

.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City.

.4 Identities of the insured(s).

Prior to City's execution of this Agreement, Contractor shall furnish certificates of insurance and endorsement page(s) to City.

8.1.5 Subcontractor's Insurance. Contractor shall either (1) require each of his/her 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.

10.0 CERTIFICATIONS

Construction Agreement – Shawnan
 Oris/Winona Alley Project (CIP #09-07)
 Resolution No. ____/Public Works/Municipal Utilities

10.1 Certification of Contractor. I, **Shawn A. Smith**, **HEREBY CERTIFY** that I am the **President**, and duly authorized representative of the Contractor firm of **Shawnan**, 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]

Construction Agreement – Shawnan
Oris/Winona Alley Project (CIP #09-07)
Resolution No. ____/Public Works/Municipal Utilities

Shawn A. Smith, President

(Date)

10.3 Non-Lobbying Certification for Federal-Aid Contracts. The Contractor certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. The above certifications are part of this Contract. Signing this Agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Steve P. De Gennaro, President

(Date)

11.0 MISCELLANEOUS PROVISIONS

11.1 Disadvantaged Business Enterprise (DBE) Participation. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall cause any contract entered into with its Trade Contractors to contain all of the provisions of this section.

11.2 Warranties. Contractor warrants and guarantees all equipment, materials, supplies and work furnished on the Project against defective construction or workmanship for a period of one (1) year following completion of the Project, except when a longer guaranty is provided by the supplier or manufacturer of the equipment. The Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless specified and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor expressly agrees

Construction Agreement – Shawnan
 Oris/Winona Alley Project (CIP #09-07)
 Resolution No. ____/Public Works/Municipal Utilities

to act as co-guarantor of such equipment and materials and the Contractor shall supply City with all warranty and guaranty documents relative to equipment and materials incorporated in the Work and guaranteed by their suppliers or manufacturers.

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

11.4 Governing Law. This Agreement shall be governed by the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

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

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 compliance with all Contract terms and performance standards. Contractor deficiencies which the City determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the City. The report will include improvement/corrective action measures taken by the City and the Contractor. If improvement does not occur consistent with the corrective action measures, the City may terminate this Contract or seek other remedies as specified in this Contract.

11.12 Copyrights. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the City who holds all the rights to said data.

11.13 Confidentiality of Reports. The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the City.

11.14 Employees of Contractor. Worker's Compensation: Contractor understands and agrees that all persons furnishing services to the City pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the City under this Contract.

Professional Conduct: The City does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The City will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

Construction Agreement – Shawnan
 Oris/Winona Alley Project (CIP #09-07)
 Resolution No. ____/Public Works/Municipal Utilities

11.15 Patent Rights. The City will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under this Contractor.

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

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

11.18 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.

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

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

11.17 Water Pollution Control.

11.17.1 Best Management Practices (BMPs). Best Management Practices shall be defined as any program, technology, process, site criteria, operating method, measure or device which controls, prevents, removes or reduces pollution. Contractor shall

obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public 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.

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, 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

Construction Agreement – Shawnan
Oris/Winona Alley Project (CIP #09-07)
Resolution No. ____/Public Works/Municipal Utilities

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

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

Construction Agreement – Shawnan
 Oris/Winona Alley Project (CIP #09-07)
 Resolution No. ____/Public Works/Municipal Utilities

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:

Construction Agreement – Shawnan
Oris/Winona Alley Project (CIP #09-07)
Resolution No. ____/Public Works/Municipal Utilities

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

with copies to:

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

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

Sialic Contractors dba Shawnan
12240 Woodruff Avenue
Downey, California 90241
Attn: Shawn A. Smith, President
(562) 803-9977 – Phone
(562) 803-9955 - Fax

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.

**SIALIC CONTRACTORS DBA SHAWNAN
CONTRACTOR**

Dated: _____

By _____
Shawn A. Smith, President

#8.

Construction Agreement – Shawnan
Oris/Winona Alley Project (CIP #09-07)
Resolution No. ____/Public Works/Municipal Utilities

CITY OF COMPTON

Recommended for Approval:

By _____
Glen W.C. Kau, P.E., Director
Public Works/Municipal Utilities Department

Dated: _____

Approved by:

Dated: _____

By _____
G. Harold Duffey, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

October 22, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL

**FROM: GLEN W.C. KAU, P.E., DIRECTOR
PUBLIC WORKS & MUNICIPAL UTILITIES DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ENTER
INTO A TREE MAINTENANCE SERVICES AGREEMENT AND
ISSUE A PURCHASE ORDER TO TRIMMING LAND COMPANY,
INC. FOR CITYWIDE TREE MAINTENANCE SERVICES.**

SUMMARY

The City Council will consider a resolution that will authorize the City Manager to accept the proposal from Trimming Land Company, Inc., (TLC) for provision of citywide tree trimming services, enter into a two (2) service agreement, with an option to renew the agreement for two (2) one year extensions and issue a purchase order.

BACKGROUND

In July 2013, the Public Works/Municipal Utilities Department staff solicited a Request for Quotations (RFQ) from qualified tree maintenance companies to provide annual maintenance of trees as part of the City's urban forestry. Firms provided the cost for tree trimming, removal, recommended schedule planting, clean-up/disposal, root pruning/root barrier, tree inventory by species, tree care, and emergency on-call services citywide. The City intends to trim trees throughout the entire City within 4 years. This equates to approximately 5,000 trees being trimmed per year (approximately 20,000 trees total).

On August 8, 2013, a total of six (6) proposals were received from the following tree maintenance companies: Jimmies Tree Services (Long Beach, CA), United Pacific Services (La Habra, CA), Rolling Green, Inc. (Mira Loma, CA), West Coast Arborist (Anaheim, CA), Great Scott (Stanton, CA) and Trimming Land Company (South Gate, CA).

The award of tree maintenance services is recommended by staff based on a demonstrated ability and performance providing similar services at a fair and reasonable cost.

Firms responding to the Request for Proposal (RFP) must hold a valid and current State of California C-27, license for pesticide application and C-61/D-49 Contractor's License, in addition to identifying at least two (2) ISA Certified Arborist for providing project management, a list of staff qualifications including certifications, specialist, and licenses, technical ability and experience,

references, statement of past project disqualifications and litigation, and letters of references.

Finally, the firms were required to complete a Schedule of Compensation, a written description of the firm's plans to report green waste generated and the method of disposal, a written statement describing the firm's ability to acquire and purchase trees for the City's planting program, as well as describe the facility where the trees are to be stored.

STATEMENT OF ISSUE

A selection committee comprised of Public Works staff was appointed to review the proposals submitted by the six (6) qualified firms. The committee reviewed the materials in the responses to the RFQ submitted by the firms and ranked the most qualified proposals. Firms responded with their qualifications, scope of service, and etc. in one package and their fee in a separate sealed package.

The evaluations used by the selection committee for ranking the proposal was based upon the completeness of the proposal, consultant's demonstrated understanding of the scope of services, quality of similar work previously performed by the firm, personnel assigned, resources required to perform the required services, and the proposed schedule of work. The firms and ranking order are as below:

<u>Rank</u>	<u>Firm</u>
1	Trimming Land Company
2	Great Scott
3	United Pacific
4	West Coast Arborist
5	Jimmies Tree Service
6	Rolling Green Inc.

As a result, the proposal submitted by Trimming Land Company (TLC) was the best qualified firm to manage the tree maintenance services for the City of Compton. TLC is a professional tree company with urban forest management solutions that is green eco-friendly, and focuses on establishing and maintaining relationships with the community at large. This contractor has been providing tree maintenance services for over 35 years. TLC has a good standing license with the State of California Contractors License Board with classifications C27, D49, & C61. TLC has provided tree maintenance work with over 50 municipalities in Southern California. They employs over 70 field operation employees. The firm

**Staff Report - Tree Trimming
October 22, 2013
Page Three**

has never been disqualified or have entered into any type of litigation with any government agency.

Therefore, based upon the City's desired criteria, the proposal submitted by Trimming Land Company, Inc. (TLC) was deemed the best qualified and most competent firm to provide annual maintenance of trees as part of the City of Compton's urban forest program.

In order to award a two (2) year tree maintenance service agreement effective November 1, 2013 - October 31, 2015, with the option to enter into two (2) one-year extensions, City Council authorization is necessary.

FISCAL IMPACT

Staff is requesting that City Council approve an annual budget amount of \$200,000 for tree maintenance purposes in Fiscal Years 2013-2014 and 2014-2015, effective November 1, 2013 - October 31, 2015.

Funds are available in the amount of \$200,000 in the Public Works Fiscal Year 2013-2014 budget, Account No. 2300-720-000-4290 to pay for services rendered in the first year of the contract. Appropriations will be requested in future City budgets to pay for the remaining term of the contract.

ALTERNATIVE

The City of Compton desires to provide annual tree maintenance services to the community and staff believes that it is the best interest of the City to award the contract to Trimming Land Company, Inc., selected as the most experienced, qualified and responsive firm to provide the services needed. Therefore no other alternative is being proposed.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution.

**GLEN W.C. KAU, P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A TREE MAINTENANCE
SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO TRIMMING
LAND COMPANY, INC. FOR CITYWIDE TREE MAINTENANCE SERVICES.**

WHEREAS, the City of Compton desires to trim trees throughout the entire City within a four (4) year period, which equates to approximately 5,000 trees being trimmed per year; and

WHEREAS, in July 2013, the Public Works/Municipal Utilities Department staff advertised to solicit a Request for Quotations from qualified tree maintenance companies to provide annual maintenance of trees as part of the City’s urban forestry; and

WHEREAS, on August 8, 2013, a total of six (6) proposals were received and the proposal submitted by Trimming Land Company, Inc. was determined by staff to be the most qualified and experienced firm to perform annual tree maintenance services needed by the City; and

WHEREAS, Trimming Land Company, Inc. is a professional tree maintenance company with urban forest management solutions that are green eco-friendly, and focuses on establishing and maintaining relationships with the community at large; and

WHEREAS, staff has commended the City Council accept the proposal/bid submitted by Trimming Land Company, Inc. and authorize entrance into a two (2) year contract (i.e. 11/1/13 – 10/31/15), with an option to renew the agreement thereafter for two (2) one-year extensions, for the provision of tree maintenance services; and

WHEREAS, funds are available in the Public Works/Municipal Utilities Fiscal Year 2013-2014 budget, Account No. 2300-720-000-4290.

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

SECTION 1. That the proposal/bid submitted by Trimming Land company, Inc. is hereby accepted and all other proposals/bids are rejected.

SECTION 2. That the City Manager, with the approval of the City Attorney, is hereby authorized to enter into a two (2) year tree maintenance services agreement (November 1, 2013 – October 31, 2015) with Trimming Land Company, Inc., with an option to renew the agreement thereafter for two (2) one-year extensions.

SECTION 3. That funds in the amount of \$200,000, for payment of services rendered in the first year of the agreement, are available in the Public Works/Municipal Utilities 2013-2014 fiscal year budget Account No. 2300-720-000-4290.

RESOLUTION NO. _____
PAGE 2

SECTION 4. That a purchase order is authorized to be issued in the amount of Two Hundred Thousand Dollars (\$200,000) to Trimming Land Company, Inc.

SECTION 5. That funding for the cost of the remaining term of the agreement shall be appropriated in future City budgets.

SECTION 6. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works/Municipal Utilities Department.

SECTION 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this ____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

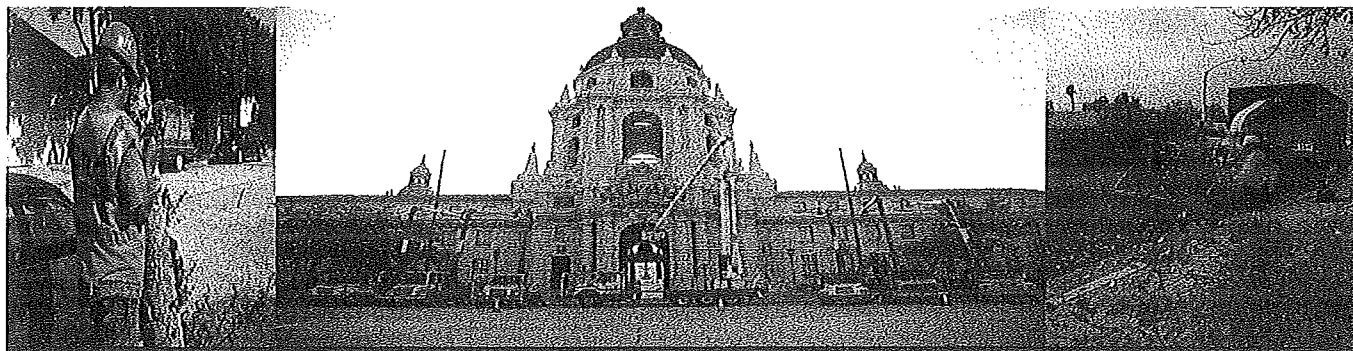
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was passed and 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 _____, 2013, by the following vote:

AYES: COUNCILMEMBERS –
NOES: COUNCILMEMBERS –
ABSTAIN: COUNCILMEMBERS –
ABSENT: COUNCILMEMBERS –

CITY CLERK OF THE CITY OF COMPTON



City of Compton, California

Request for Quotation
For
Tree Maintenance Services
August 8, 2013 by 6:00 P.M.

RFP Submitted

By:

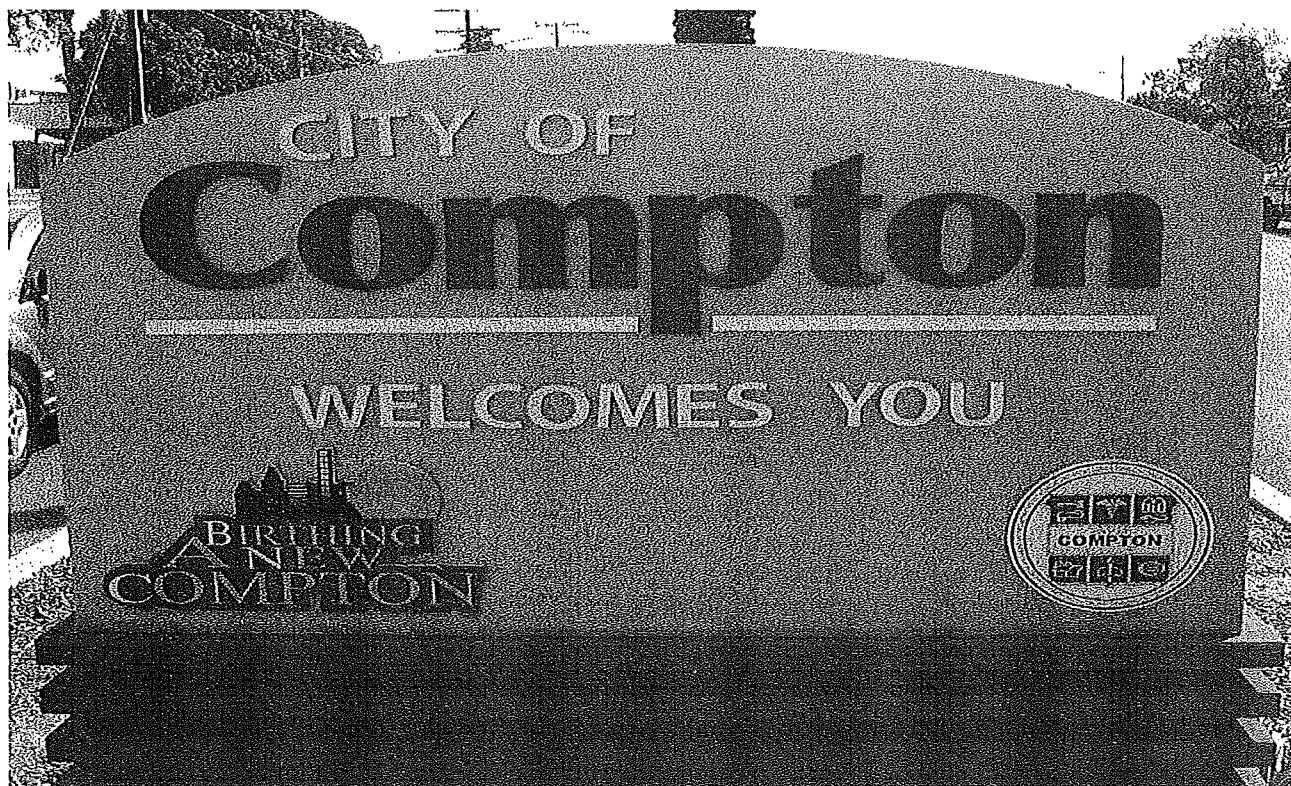




TABLE OF CONTENTS

Description	Page Numbers
A. Table of Contents.....	1
B. Transmittal Letter.....	2
C. Firms Statement.....	3
D. Mission Statement & About TLC.....	4
E. Management Team & Certifications.....	5-7
F. Company Profile.....	8
G. Client List.....	9-10
H. Work History & Current Contracts.....	11-13
I. Quality Control Plan.....	14-20
J. Work Plan & Start to Finish.....	21-22
K. Support Facilities.....	23
L. Customer Service.....	24
M. Technical Approach.....	25-31
N. California Highway Patrol Inspections.....	32-34
O. Tree Inventory/Database.....	35
P. Employee Safety Trainings.....	36-38
Q. Company Supporting Documents.....	39
R. Sample Forms.....	40-42
S. Client References & Compliment Letters.....	43-51
T. Ricardo Lara Recognition.....	52
U. Equipment.....	53
V. Equal Employment Opportunity.....	54-57
W. City of Compton Fee Schedule.....	58-62

T
A
B
L
E

O
F

C
O
N
T
E
N
T
S



August 8, 2013

City of Compton
Public Works Department
205 South Willowbrook Avenue
Compton, CA 90221



RE: Tree Maintenance Services

To whom It may concern:

This letter is to thank the City of Compton for allowing us the opportunity to submit a proposal to perform citywide tree maintenance services throughout your City. Trimming Land Co., Inc. has been providing tree maintenance services for over 35 years. Our company has a good standing license with the State of California Contractors License Board under license #612918, with classifications; C27, D49, C61. Also, we are fully insured with A rating insurance companies and have an A+ rating bonding company. Currently we employ over 70 field operation employees, amongst them we have professional Certified Arborists and Certified Tree Workers recognized by the International Society of Arboriculture (ISA) and Western Chapter ISA.

Since our Inception back in 1977, Trimming Land Co., Inc. has done tree maintenance work with over 50 municipalities in Southern California. Today we work together to service many cities, such as the World Class Pasadena who hosts the world famous Rose Parade. We also service the most intelligent City in the world Riverside whom was awarded this prestigious award in June 2012. Currently we have been servicing one (1) of two (2) All American cities in the State of California, City of Lynwood. Recently we were awarded a tree maintenance contract with a Tree City USA, City of Commerce.

Trimming Land Co., Inc. is proud of its most current recognition, the prestigious "2012 Business Excellence Award" for the City of South Gate from Assemblyman Ricardo Lara.

Enclosed for your review we have attached the proposal for "Tree Maintenance Services" contract. We have included a brief summary of our company experience, personnel/management, references, governmental work history, and quality control plan. TLC has reviewed, fully understand and agree to the terms and conditions described in this "Tree Maintenance Services" request for quotation. Please note that Trimming Land Co., Inc. meets all of the minimum requirements stipulated in the RFQ by the City of Compton.

Please feel free to contact us if you have any questions or need further information at 323-569-4498. It will be our pleasure to begin a great working relationship with the City of Compton on this very important project.

Sincerely,

Basilio Martinez
CEO



T
R
A
N
S
M
I
T
T
A
L
L
E
T
T
E
R



Trimming Land Co., Inc. employs over 70 full-time professionals. Our experienced professionals are led by an accomplished management team. Following are brief backgrounds on TLC's management team.

Basilio Martinez, Chief Executive Officer

In 1977, Basilio founded Trimming Land Co., Inc.(TLC). He is the CEO of TLC, and is 100% owner of the corporation. With over 30 years experience and his very hard work and effort in the tree care and landscaping industry he has made Trimming Land Co., Inc. a successful business. He is and has always been a hands on person when it comes to running his business, he is actively involved in all of the day to day operations. Basilio is very involved in the management of fleet maintenance, repairs and the purchasing of all major equipment. He is also a lifetime member of the International Society of Arboriculture (I.S.A.)

Elvira F. Martinez, CFO

Elvira is the Chief Financial Officer since 1977 for Trimming Land Co., Inc. She is responsible for the accounting, she oversees and manages TLC's accounting functions; accounts payable, accounts receivable, payroll and preparation of the Corporation's monthly financial statements.

Tony Martinez, President of Operations

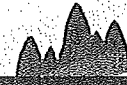
Tony has been with Trimming Land Co., Inc. since 1993, he has over 20 years experience in the tree care and landscaping industry. He started with TLC as a ground-man while attending College. He is responsible for field operations, scheduling and the management of all crews. He is also actively involved with the implementation of our proprietary web based database that supports the tree inventory that was created by TLC. Tony is a Certified Arborist and Utility Specialist under the International Society of Arboriculture (WE-1278AU) since 1993 making him the youngest Certified Arborist that year. Tony, is also Certified as a Wildlife Protector (#582) with the Wildlife Training Institute. Tony holds a B.A. in Political Science from Cal Poly San Luis Obispo and has completed over two years of Landscape Architecture and Ornamental Horticulture.

Sandra Hernandez, Director of Internal Operations

Sandra is the Director of Internal Operations for Trimming Land Co., Inc since 1993, with 20 years experience in the tree care and landscaping industry. Her experience is in project managing and administration. She supervises the internal day to day operations, in addition to managing the integration of all internal services at TLC. Sandra makes the Ideal Director to help TLC succeed in today's evolving tree care and landscaping industry.

M
A
N
A
G
E
M
E
N
T

T
E
A
M



Angel Sotelo, Director of Marketing and Public Relations

Angel has been with Trimming Land Co. Inc. since 2007. Prior to that he has over 6 years experience in the tree care industry. He is a Certified Arborist and is the Director of Marketing and Public Relations for our Company. Angel overlooks TLC existing contracts and is involved in the procurement of new contracts. He is currently on the board of our local chamber of commerce and is deeply woven in community affairs.

Rafael Garcia, Chief Information Officer

Rafael has been with Trimming Land Co., Inc. since December of 2009. He has over 16 years computer and technical experience. Before that time, he worked as the Contract Services Director for an agricultural company for 4 years. His responsibilities at Trimming Land Co., Inc. includes billing, inventory, GIS, overseeing customer service and assisting with projects.

Jose C. Martinez, Field Area Supervisor

Jose has been with Trimming Land Co., Inc. since 1986, he has over 25 years experience in the tree care and landscaping industry. Mr. Martinez began his career with TLC as a ground man, tree trimmer, foreman and is now a Field Area Supervisor. He is a Certified Arborist under the International Society of Arboriculture (WE-4589A); also, he is certified in CPR, First Aid and Aerial Rescue. As the Field Area Supervisor he supervises the field operations, assists with safety meetings and management of field crews.

Armando Ramos, Field Representative

Armando has been with Trimming Land Co., Inc. since October 2002. He has over 20 years tree care and landscaping industry. As a Field Representative Armando supervises field operations and management of crews for both public and residential. He is also involved in the scheduling of projects for residential, commercial, school districts, business associations and municipalities.

Alex Rojas, Supervisor

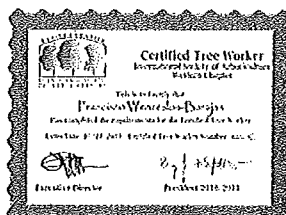
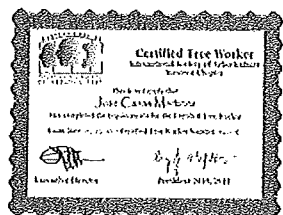
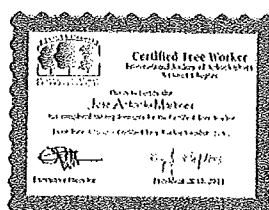
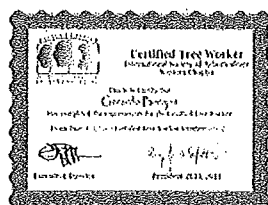
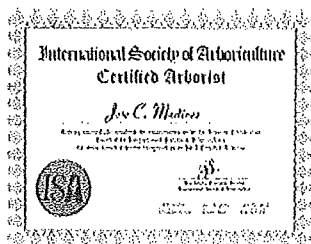
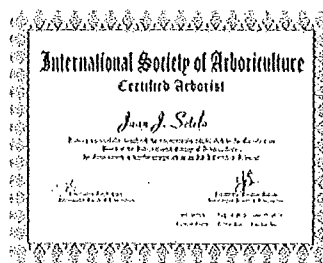
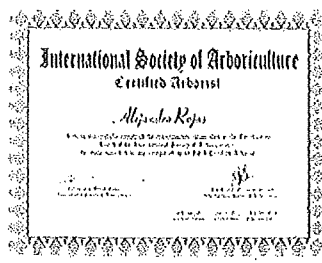
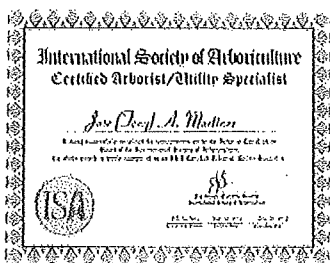
Alex has been with Trimming Land Co., Inc. since July 2011. He has over 8 years experience in the tree care and landscaping industry. As a Supervisor Alex supervises field operations and management of crews. He is also involved in the scheduling of projects in both public and private sectors.



Nate Bernal, Safety Coordinator

Nate has been with Trimming Land Co., Inc. since 2011. He has over 10 years experience in the tree care and landscaping industry. He began his career with Trimming Land as a tree trimmer, then moved into leading a crew, and is now TLC's Safety & Training Coordinator; he has helped TLC with implementing new safety guidelines and moving forward our "Safety First Program". Nate puts together and holds our safety meetings with all of our employees and makes sure field employees are properly trained with the latest up to date regulations and standards in equipment, tree trimming procedures and all around safety field operations.

Certification Examples:





Trimming Land Co., Inc. (TLC) is a family-owned and operated business, since 1977. TLC employs over 70 full-time service professional employees, including ISA Certified Arborists, Utility Specialists, Tree Workers, Qualified Applicator for Pesticides and Electrical Hazard Awareness Program (EHAP).

TLC is a licensed contractor in the **State of California (State license #612918)** and holds the **C61, D49, and the C27** licenses. We a **California Corporation**, since 1984, Federal Identification number 95-3930843. Our company is a Certified Minority Business Enterprise (**MBE**) certified with the **City of Los Angeles** our certification number is **#14** and we are also a Certified Small Business Enterprise (**SBE**) with the **State of California** our certification number is **#12641**. TLC is also fully insured and bonded in the State of California.

For over 30 years we have been providing complete urban forestry and landscaping services to over fifty (50) municipalities along with an extensive list of school districts, parks, business associations, commercial and residential clients. During this time frame we have successfully completed municipal and county contracts in California, for which we have trimmed in excess of 1,000,000 trees and removed over 50,000 trees during this same time period.



In addition, the Company has experience in the planting of 15 gallon, 24", 36" and 48" box trees as well as transplanting various trees and palm trees. All work is performed in a very professional manner by highly qualified tree professionals with years of experience in the tree care and landscaping industry.

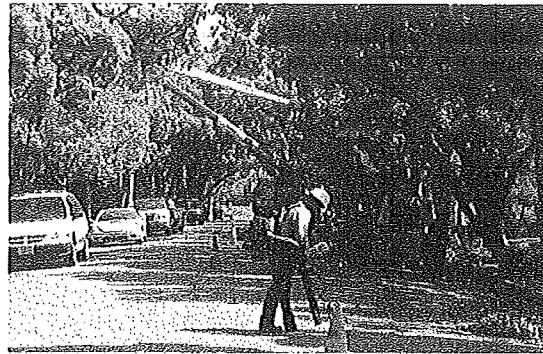
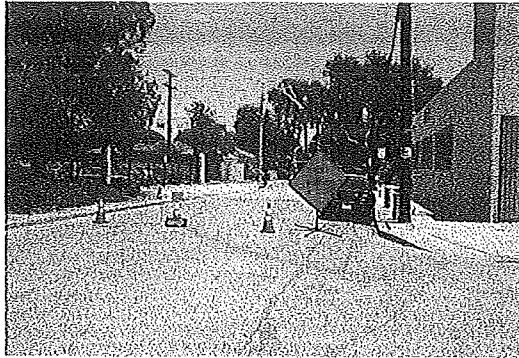
Trimming Land Co., Inc. (TLC), with over 30 years behind this professional company, TLC has the level of performance to provide your City with the best possible quality of service that is guaranteed. All of our tree and landscaping projects are treated with top priority, our company is committed to successfully completing each project in accordance with the plans/specifications, budget, scheduling and with the highest quality of work and service. We guarantee our commitment to making and keeping our clients happy with the services we provide.

All of our staff members are dedicated professionals who work in accordance with regulations related to our industry. Through our experience and performance over the years, we have built a company that is made up of our reputation of high quality work, highly trained field personnel, great customer service, and competitive prices.



<i>City of Los Angeles</i>	Nino Ilano, Urban Forestry Division 1149 S. Broadway, 3rd Floor Los Angeles, CA 90014	(213) 847-3065
<i>County of Los Angeles</i>	Irma Serna, Public Works Division 900 S. Fremont Avenue Alhambra, CA 91803	(626) 458-3118
<i>City of Pasadena</i>	Kenneth Graham, Forestry Supervisor P.O. Box 7115 Pasadena, CA 91109	(626) 744-3880
<i>City of El Monte</i>	Joe Hazlett, Public Works 3527 Santa Anita Avenue El Monte, CA 91731	(626) 580-2250
<i>City of Chino</i>	Danny Rojas, Grounds Supervisor 5050 Schaefer Avenue Chino, CA 91710	(909) 591-9842
<i>L.A. World Airports (LAX)</i>	Ed Melara, Senior Supervisor 7411 World Way West Los Angeles, CA 90045	(424) 646-7900
<i>City of Hawthorne</i>	Corrine Strege, Parks & Recreation 4455 W. 126th Street Hawthorne, CA 90250	(310) 349-1664
<i>City of Lynwood</i>	Antonio Perez, Civil Engineer Asst. 11330 Bullis Road Lynwood, CA 90262	(310)603-0220 ext. 273
<i>City of Riverside</i>	Robert Filiar, Street Tree Division 3900 Main Street Riverside, CA 92522	(951) 351-6112

R
E
F
E
R
E
N
C
E
S



El Monte School District

Roger Garner

(626) 453-3751

Temple City School District

David Matter

(626) 548-5112

West Covina School District

John Resendez

(626) 939-4600

Gateway to L.A.

Laurle Hughes

(310) 216-7328

Studio City Improvement Assoc.

Lorena Parker

(818) 655-5377

Larchmont Business Improvement Assoc.

Tom Kneafsey

(323) 463-4220

Wilshire Business Improvement Assoc.

Mike Russell

(213) 321-6163

Downtown Business Association

Ron Colcol

(213) 624-2146



R
E
F
E
R
E
N
C
E
S



GOVERNMENTAL WORK HISTORY - Trimming Land Co., Inc.

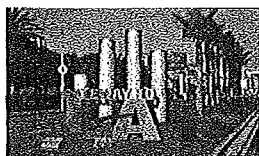
Agencies	Amount Per Month/Year	Total Amount	Type of Work	Contact Person	Phone Number	Start Date	Completion Date
City of Los Angeles	\$300,000.00 per contract	\$21,600,000.00	Trim Street Trees Throughout the City of Los Angeles	Claire Tolliffe	213-847-2676	March of 1985	April of 2009
County of Los Angeles - Tree Department	\$200,000.00 per contract	\$17,000,000.00	Trim Street Trees Throughout the City of Los Angeles	Phil Sandoval, Inspector or Irma Serna P.W. Division	951-545-9719 Cell or 626-458-3118	June of 1985	July of 2008
County of Los Angeles - Flood Maintenance	\$550,000.00 per contract	\$3,500,000.00	Trim Trees Along Right-of-Way and Weed Abatement Along the Flood Channels	Irma Serna P.W. Division	626-458-3118	July of 2006	December of 2009
Los Angeles World Airports (LAX)	\$590,000.00 3 year contract	\$884,000.00	Trim Trees Throughout the LAX Airport Area	Ed Melara	310-646-4278	July of 2006	May of 2009
City of Lynwood	\$282,000.00 per year	\$500,716.00	Trim Trees Throughout the City	Antonio Perez	310-603-0220 ext. 287	July of 2009	1 year with options to renew every year
City of Hawthorne	\$154,355.00 3 year contract	\$248,255.00	Trim Trees Throughout The City	Corrine Strege	310-349-1664	April of 2006	December of 2009
City of El Monte	\$100,000.00 per year	\$270,000.00	Trim Trees Throughout the City	Joe Hazlette	626-580-2250	December of 2006	Yearly ongoing renewal option
City of Compton	\$50,000.00 per fiscal year	\$68,329.50	Trim Trees Throughout the City	Robert Montgomery	310-605-5691	November of 2009	Yearly ongoing renewal option
City of Chino	\$200,000.00 per year	\$798,611.00	Trim Trees Throughout the City	Danny Rojas	909-591-9842	July of 2004	May of 2008
El Monte School District	\$15,000.00 per year	\$94,720.00	Trim Trees At Various Schools	Roger Garner	626-453-3751	July of 2006	Yearly ongoing renewal option

W
O
R
K

H
I
S
T
O
R
Y



Temple City School District	\$5,000.00 per fiscal year	\$11,550.00	Trim Trees At Various Schools	David Matter	626-548-5000	July of 2008	Yearly ongoing renewal option
City of Gardena	\$50,000.00 per fiscal year	\$220,125.00	Trim Trees Throughout The City	John Felix	310-217-9683	July of 2006	January of 2010
Simi Valley Parks & Recreation	\$50,000.00 per year	\$295,581.00	Trim Trees Throughout All of The City Parks	Jim Keppler	805-584-4444	November of 2006	December of 2009
Gateway to L.A. Business Association	\$20,000.00 per year	\$50,000.00	Trim Trees Throughout the Association's Boundaries	Laurie Hughes	310-216-7328	April of 2006	Yearly ongoing renewal option
Studio City Improvement Association	\$18,000.00 a year	\$31,945.72	Trim Trees Throughout the Association's Boundaries	Lorena Parker	818-655-5377	November of 2008	Yearly ongoing renewal option
Wilshire Business Improvement Association	\$20,000 yearly	\$20,900.00	Trim Trees Throughout the Association's Boundaries	Mike Russell	213-321-6163	March of 2009	Yearly ongoing renewal option
Downtown Business Association	\$10,000.00 yearly	\$31,175.00	Trim Trees Throughout the Association's Boundaries	Ron Colcol	213-624-2146	November of 2007	Yearly ongoing renewal option

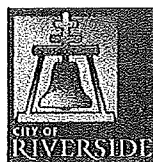




City of Riverside	\$1.5 million per fiscal year	\$3 million	Trim Trees Throughout the City of Riverside	Robert Filiar	951-351- 6313	July of 2011	Yearly ongoing renewal option
Long Beach Parks	\$75,000.00 per fiscal year	\$300,000.00	Trim Trees Throughout The City Parks	Ed Gafahar	562-570- 4936	July of 2010	Yearly ongoing
City of Pasadena Trees & Palms	\$225,000.00 per year	\$675,000.00	Trim Trees Throughout All of The City	Kenny Graham	626-744- 3880	November of 2010	Yearly ongoing
City of South El Monte	\$50,000.00 per year	\$150,000.00	Trim Trees Throughout the City	Federico	626-945- 6862	April of 2011	Yearly ongoing
City of Commerce	\$100,352.00 per year	\$90,000.00	Trim Trees Throughout the City	Hector Orozco	323-216- 0173	August 2012	Yearly ongoing
City of Lynwood	\$242,000.00 per year	\$800,000.00	Trim Trees Throughout the City	Antonlo Perez	310-603- 0220 ext 273	July of 2009	Yearly ongoing
3 Los Angeles World Airports	\$300,000.00 per year	\$31,175.00	Trim Trees Throughout 3 Airports	Ed Melara	424-646- 7900	February of 2013	Yearly ongoing

City of Cudahy --\$42,000.00 per year --Trim Trees Throughout the City -- Greg H. -- 323-855-7825 --February of 2013 -- Yearly Ongoing.

City of South Gate --\$250,000.00 per year -- Trim Trees Throughout the City -- Anna R. --323-563-5785 -- December of 2012 -- Yearly Ongoing.



Los Angeles
World Airports



C
U
R
R
E
N
T

C
O
N
T
R
A
C
T
S



Management Team

Trimming Land Company, Inc. (TLC) has assigned Jose Martinez as Area Supervisor to the citywide tree maintenance project in the *City of Compton*.

• Mr. Martinez has over 20 years experience in tree maintenance projects and is a *Certified Arborist (# WE-4589A), I.S.A. Certified Tree Worker (TW-2017C), Certified by the National Arborist Association (NAA-03268) and Certified in Cardio-Pulmonary Resuscitation OSHA-24194*. Mr. Martinez has supervised the completion of over twenty six (26) municipal contracts. In addition he has supervised the completion of contracts with the Counties of Los Angeles, San Bernardino and Riverside. His background also includes the supervision of a major tree maintenance contract with the City of Riverside. Currently he is supervising one of TLC's tree maintenance contract with the City of Los Angeles.



PERFORMANCE OF WORK.

A. Daily - Weekly Supervision:

1. Report to *City of Compton* representative on a daily basis.
2. Perform Daily Morning Meetings with Crew before commencing work
3. Supervise traffic control.
4. Report any damages or injuries within one hour of occurrence.
5. Respond to any residents/personnel complaints or questions concerning project.
6. Final inspection of tree work to insure proper clean-up on a daily basis.
7. Maintain daily records of hours worked by each employee and work completed.
8. TLC's authorized representative shall meet with the *City of Compton* representative each Friday between 8:30 and 9:00 a.m., or anytime specified by the City's Grounds Supervisor for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job. Also TLC shall on each Friday, or as specified by the City, submit to the City (Engineer) a weekly copy of daily work reports throughout the term of the contract. In addition, the Contractor shall advise the Grounds Supervisor of the following Week's schedule. Daily work records shall be formatted for easy translation in the AGENCY'S Excel or as directed by city staff.
9. Trimming Land will notify the City of any changes in start date of each tree maintenance operation at least 48 hours in advance. Should Trimming Land discontinue work for any reason, the *City of Compton* must be notified immediately as to the rationale behind the shut-down and the restarting date of operations.



B. Work Schedule:

1. Trimming Land will start the tree trimming project within ten (10) working days of award of contract or as to be determined by the City. Trimming Land will, prior to commencing work, submit and gain approval of a weekly work schedule indicating the order, location, and completion of work based on the information provided by the City representative or Grounds Supervisor.
2. TLC will notify the *City of Compton* of the work schedule on a daily and weekly basis. This schedule will be submitted for approval in writing at least 48 hours prior to the commencement of any tree work in the City or as directed by the City representative and Grounds Supervisor.
3. TLC must notify the residents of the City 48 hours in advance prior to restricting street parking or access to work area. TLC will post No-Parking signs with the date of work to be performed including notification of tree trimming on each sign 48 hours in advance of operations.
4. Only one job site shall be worked at a time unless specifically approved in advance by the City Inspector or his authorized representative.
5. As soon as notified by the City of award of contract Trimming Land representatives will meet with the City Forester/City Representative to develop a preliminary work schedule for accomplishing the work. Tree trimming-schedule will be modified, as necessary, during the course of the contract, based on City Trimming needs.

C. Tree Work Performed:

1. Will be according to 1988 Pruning Standards of the Western Chapter ISA or National Arborist Association and to the *City of Compton* specifications (see detailed specifications titled **REQUEST FOR QUOTATION; Tree Maintenance Service**).
2. Trimming Land shall remove low branches overhanging streets where practical, to a minimum height above the street grade to fourteen feet (14'). Low branches overhanging sidewalks and parkway shall be removed to a minimum height of seven feet (7') and without detracting from the natural shape of the tree or as specified by the Public Works Services Manager. Trimming Land shall trim to clear street lights within five feet or as directed by city staff.
3. Trimming Land will maintain a written log of all complaints including the date, time of occurrence, location, problem, and action to be taken pursuant thereto or reasoning for non-action. Log is to be reviewed by the City of Compton representative at the end of each day or as directed by the City. Pictures are to be taken at time of incident.
4. Trimming Land will maintain good public relations at all times. Work will be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed with employees that are certified as tree workers and supervised by Certified Arborists.
5. Trimming Land will notify residents at each work location of the intended tree operations in the form of a letter or brochure prior to work beginning or as directed by the city. This cost will be the responsibility of Trimming Land. In addition prior to trimming trees in the *City of Compton*, TLC will notify residents of tree work 48 hours (or as directed by city) in advance by hanging door hangers or letters of notification.



6. Hazardous Tree Notifications: TLC will report to the City Arborist/Grounds Supervisor of any tree defects or hazardous trees within an hour of notice.
7. Any activities found by the *City of Compton* to be unacceptable will be rectified immediately. All other complaints shall be abated within 24 hours of occurrence by Trimming Land.
8. Trimming Land will be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work. The *City of Compton* authorized representative will serve as mediator between the contractor and resident if property or vehicular damage should occur during the course of work. Sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.
9. Trimming Land will exercise precaution as necessary when working adjacent to aerial utilities. In the event that aerial utility wires present a hazard to TLC's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified by TLC. Trimming Land will only employ employees that are certified in electrical line clearing thru the ACRT, Inc. Institute of Arboriculture and Urban Forestry under their Electrical Awareness Program. This certification is recognized by the National Arborist Association and meets all Federal Cal-OSHA regulations.
10. Sprinkler repair will be made immediately. All TLC Supervisor's trucks are equipped to handle most sprinkler repairs as they occur.
11. No hooks, gaffs, spurs or climbers will be used by anyone employed by Trimming Land for tree trimming, except out of bucket on Washingtonia specie and Phoenix Canariensis. Plants or other material growing on the trees shall be removed at ground level at time of tree trimming.
12. Final paining cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
13. When trimming fungus, diseased or fire blight-infested limbs or fronds, all pruning tools shall be cleaned after each cut with the approved disinfectant.
14. Trimming Land will not top any tree in the *City of Compton* except by specific direction from the City's department representative.

D. Hours of work in City:

1. TLC will observe all holidays recognized by the City and the City shall provide inspection for a 40 hour work shift (7:00 a.m. to 4:00 p.m. or as directed by the City) Monday through Friday, except on City observed holidays. No maintenance functions that generate excessive noise which would cause annoyance or interference to residents of the area shall be commenced before 8:00 a.m. TLC shall reimburse the *City of Compton* at rates established by the City for inspection in excess of the foregoing, including legal holidays. This shall be a deduction from final payment.
2. Night, Saturday, Sunday, and Holiday Work: No work shall be performed at night, on Saturdays, Sundays, or on the eleven legal holidays, to wit: New Years Day, President's Day, Dr. Martin Luther King Day, Memorial day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve, and Christmas. TLC will schedule operations in accordance with the City's business hours and representative. **NO WORK SHALL BE PERFORMED WITHOUT THE WRITTEN PERMISSION OF THE PUBLIC WORKS DIRECTOR OR HIS/HER REPRESENTATIVE FOR THE CITY OF COMPTON.**



3. Before performing any work at said times, TLC shall give written notice to the *City of Compton* so that proper inspection may be provided and so that appropriate noise and lighting standards may be imposed. "Night," as used in this paragraph, shall be deemed to include the hours from 6:00 p.m. to 7:00 a.m. of the next succeeding day.

4. No maintenance functions that generate excess noise which would cause annoyance to residents of the area shall be commenced before 8:00 a.m. A noise level limit of 86 DBA at a distance of fifty feet shall apply to all construction / tree maintenance equipment owned by the Contractor.

E. Clean – up & BMP

1. TLC shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.
2. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight unless authorized by the Director, her/his designee, and residents adjacent to equipment are all notified.
3. City's authorized representative, shall be the sole judge as to the adequacy of the clean up.
4. TLC shall fully adhere to the City's BMP practices.
5. Temporary Sediment Control shall be utilized to prevent any green-waste material from entering the storm drains.
6. Vehicle washing, mechanic or other non-storm or other activities shall be contained within the project site using the right BMPs.
7. TLC will adhere to Federal, State and local requirements for BMPs.

F. Equipment on job site:

1. All aerial equipment will be certified. Said test and / or examination will be met with the requirements of the State of California. Division of Occupational Safety and Health, G.I.S.O. Title 8, G.I.S.O. Title 8, Article 24-3636 through 3648 and all referenced applicable A.N.S.I. standards contained therein.
2. TLC truck drivers are enrolled in the Department of Motor Vehicles Employee Pull Notice Program.
3. Equipment is inspected daily with full maintenance every 8 weeks.
4. Our assigned Carrier Number is CA #0057236

G. Labor:

1. Pay scale is based on the Prevailing Wage Rates as required in the State of California under Section Titled: Tree Trimmers/Grounds-men of labor code section 1771.
2. Trimming Land employs a well balanced ethnic crew (85% minority) and firmly believes in equal employment opportunities for all employees.
3. TLC cross trains its employees and offers opportunities in all phases of municipal tree projects.
4. TLC shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him/her in connection with the tree trimming project.



H. Disposal of Materials:

1. All tree branches produced as a result of TLC's operations will be reduced reused, recycled, and/or transformed.
2. Weight slips or load slips for all material removed from the *City of Compton* will be submitted to the City once a month as proof of final disposal to a recycling facility for documenting re-usage per AB 939.
3. All tree branches chipped and/or mulched shall be made available free of charge to the *City of Compton*.
4. Trimming Land operates a fully licensed and permitted Green Waste Transfer & Recycling facility in the City of Los Angeles.

I. Compliance with Laws and Regulations:

1. TLC shall keep employees fully informed of and shall observe and comply with, and shall cause any and all persons employed to observe and comply with, all State, Federal, County and City, laws, ordinances, regulations, orders, and decrees which in any manner affect the conduct of the work.

J. Drug Free Workplace:

1. TLC will publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibitions.
2. TLC has established a Drug-Free Awareness Program to inform employees about the dangers of drug abuse in the workplace.
3. TLC's existing policy of maintaining a drug-free workplace and the penalties that will be imposed upon employees for drug abuse violations occurring in the workplace. Taking appropriate personnel action against such an employee, up to and including termination.

K. Public Safety / Traffic Control:

1. TLC shall furnish, erect and maintain such lights, barricades, bridges and other devices as required by the City, State, Federal, and County "Public Safety" of the Standard Specifications. Should the *City of Compton* point out the inadequacy of warning devices or should the City approve the location of warning devices, such action shall not relieve Trimming Land of responsibility for public safety, nor abrogate his obligation to furnish and pay for these devices.
2. All construction signs to be used on the job site and on the approaches to the job site shall conform to those standards set forth by the State of California, Business and Transportation Agency, Department of Transportation, Manual of Traffic Controls, latest edition and WATCH (Work Area Traffic Control Handbook).
3. Barricades shall be effectively reflectorized by having not less than one-half of the top board of the barricade covered with reflectorized sheeting surface or two 3-inch diameter reflector units. All other types of delineators shall have reflectorized sheeting, other reflective surfacing, or 3-inch unit reflectors.



4. All warning flashers shall be kept in good working order and each flasher shall have some type of reflective surface.
5. No material or equipment shall be stored where it will interfere with the safe passage of public traffic, and at the end of each day's work and at other times when tree-trimming operations are suspended for any reason, TLC shall remove all equipment and other obstructions from that portion of the roadway open for use by the public traffic.
6. Spillage resulting from hauling operations along or across any public traveled way shall be removed promptly.
7. Whenever TLC's operations require one-way traffic or create a condition hazardous to the public traffic, TLC shall provide and station competent flagmen whose sole duties shall consist of directing the movement of traffic through or around the work. TLC shall also furnish such flaggers as are necessary to give adequate warning to traffic or public of any dangerous conditions as included in the various items bid.
8. Under no circumstances will any City street be closed to thru traffic.

L. Payment/Monthly Reports:

1. Trimming Land will submit all bills to the **City of Compton** by location, work type, tree species, work completion date, pricing, and other appropriate data to be determined by the of City if required in the bid.
2. Information will be submitted on an electronic thumb driver or along with hard copies to the appropriate Parks and Landscape Inspector if required in the bid.
3. In order for the **City of Compton** to maintain an updated tree inventory, TLC will submit notations on the scheduled work listings provided by the City. The fields of data to be updated per site are: species, diameter at breast height (D.B.H.), condition, and data of trim if required in the bid.

M. Brochure/letter:

1. Trimming Land will provide the **City of Compton** a "Public Notice of the Tree Trimming Program" for approval before starting any tree work in the City. A draft copy has been included in this document if required in bid.

N. Photographs:

1. Trimming Land will supply the **City of Compton** representative photographs of "Before and After" trimming that are suitable for reproduction if required in bid.
2. Trimming Land will supply the **City of Compton** representative photographs of any damages that occur to public and or private property or persons.

O. Complaint Log:

1. Trimming Land will keep a manual complaint log with the locations and names of any and all complaints that could occur in the performance of this contract (see enclosed sample form).
2. Trimming Land will keep a computerized complaint log with the locations and names of any and all complaints that could occur in the performance of this contract if required in bid.

Q
U
A
L
I
T
Y
C
O
N
T
R
O
L
P
L
A
N



3. The complaint log will have the address, name, time, date, type of complaint, action taken, remarks and any other information required to properly document the complaint (see enclosed sample form).

P. Trimming Crews/Equipment:

1. Trimming Land will maintain a minimum of 1 crew working in the *City of Compton* (or as directed by the city).
2. Each crew will have 1 to 2 aerial buckets, 1 chipper, 1 dump truck, and a service truck (loader equipment available with 3 or more aerial buckets).
3. Each crew will have various chain saws, pole pruners and other related tree equipment.
4. Each crew will have available stump grinders and root pruners on an as needed bases.
5. These crews will consist of a minimum of 3 to 9 employees each.
6. Trimming Land will provide a 24 hour emergency crew ready to respond to any and all tree related work 7 days per week in the City within one hour of notification by the City or as directed in bid specifications.
7. Trimming Land will provide a Certified Arborists to assist the City on any and all matters concerning tree maintenance issues List of "Trimming Crews" available to work in the *City of Compton*.

Q. Emergency phone numbers:

Office (323) 569-4498
Fax (323) 569-3747





WORK PLAN

We understand that time is of essence in the performance of a contract and all work performed will be within the time period established by the City of Compton representative.

We will comply with all terms and conditions set forth and provide all services specified and perform such services within the guidelines and perimeters established by the City of Compton representative.

All work will conform to the latest version of Pruning Standards of the International Society of Arboriculture and in accordance with ANSI A300 Standard Practices. The City of Compton representative shall have complete and sole discretion in determining conformance and acceptability of trees trimmed by our crew. Trimmed trees that are rejected by the City of El Monte representative shall be excluded from payment.

We will comply with Standards of CAL OSHA, the American National Standard Institute, ANSI Z133.1 Safety Requirements and Best Management Practices BMP.

We will provide and post "No Parking" signs and door hangers 24 to 48 hours in advance of the work performed.

We shall endeavor to maintain good public relations at all times, and the work shall be conducted in a manner which will cause the least possible interference and annoyance to the public.

A pre-construction meeting between the City of Compton representative and Trimming Land representative will establish the work schedule and necessary equipment and manpower or crew type, size and quantity needed to execute the services set forth in the agreement within the given time frame.

The work to be performed will be issued to our crews by the City Compton representative and upon completion of each segment of work the City will be invoiced and paid upon acceptance of work completed. All of our employees will be properly uniformed with identification.

Trimming Land Co., Inc. states that for this project **"WE DO NOT INTEND TO SUBCONTRACT ANY PORTION OF THIS WORK."**

The equipment to be used in the performance of this contract is standard industry equipment manufactured for the explicit function of tree maintenance services and is of the same type and style as that used by California municipal, county, and state agencies. Please note that our vehicles have a GPS tracking system installed and it will be available to City officials to facilitate the tracking of works crews in the City of Compton.

W
O
R
K
P
L
A
N



Trimming Land Co., Inc. (TLC) corporate office is located in the City of South Gate and our maintenance and storage yard is located in the City of Los Angeles, TLC is just 3.3 miles (9 minutes) away from the City of Compton. Below are the addresses for both our Corporate office and our Maintenance/Storage yard.

Our equipment will be parked at the Trimming Land Co., Inc. Corporate yard that is located in the *City of South Gate*.

CORPORATE OFFICE:

10513 Dolores Avenue
South Gate, CA 90280
Main No. 323-569-4498
Toll-Free No. 1-800-378-7332
Emergency Response No. 310-420-3238

MAINTENANCE & STORAGE YARD:

9301 Laurel Street
Los Angeles, CA 90002
Yard No. 323-567-9845

RIVERSIDE COUNTY YARD:

6840 Van Buren Blvd.
Riverside, CA



We have a fully equipped staff of qualified mechanics to handle any equipment repairs in the designated and assigned facilities. The mechanics at Trimming Land have Nextel radios and cellular phone that are used to communicate between ALL staff members throughout our company. Our mechanics have service trucks equipped with everything they might need in order to get the repairs done immediately. If our mechanics determine that the equipment needs to be brought back to our main maintenance and storage facility for further inspections and repairs, we have a partnership with a tow company that can tow anything from a pick-up truck to a roll-off bin truck.

TLC works very closely with several professional nurseries throughout the Los Angeles, Orange, San Bernardino and Riverside County. Our company has the financial means to acquire many specie trees of different sized boxes. We have our facility storage yard completely equipped and secured to store any trees we may acquire for the City of South Gate.

Trimming Land Co., Inc. office and field representatives have Nextel radios and cellular phones to communicate between office and the field. We also, have emails as another way of sending further information with attachments between office and field representative.



TLC has highly trained customer service representatives in speaking with the public on any concerns they might have. All of our customer service representatives are very patient and courteous, they have been trained to use the best possible approach to address any concerns or issues that might arise from the residents or public. At TLC we understand the importance of listening to a resident's complaint NOT interrupting them while they are speaking...at all times we are respectful and calm. This will at all times help resolve the issues on hand immediately and efficiently.



C
U
S
T
O
M
E
R

S
E
R
V
I
C
E

Complaints and Resolution

If the property owner is not at home, then our field supervisors will leave a TLC card with instructions to call our corporate office and speak to one of our representatives. Trimming Land Co., Inc. will notify the City Representative immediately upon damage of personal property including the proper measurements to making the repairs within 48 hours.

All TLC supervisors and employees are equipped with an accident/incident binder should anything happen during the work day. Each binder has an accident/incident report also all supervisors are equipped with First Aid kits.

Incidents found by the City to be unacceptable will be addressed and taken care of immediately. Our protocol is to have complaints resolved within 24 to 48 hours of the incident. Our representatives are trained to specifically handle and resolve damage to any property, both private and public. TLC has the capability to immediately address and dispatch our incidents representative to the incident site to take the proper measurements and take action right away. All repairs should be acceptable to the City, and the private property/resident.



TRAFFIC CONTROL, PUBLIC CONVENIENCE AND SAFETY

Trimming Land Co., Inc. "TLC" shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public, and shall have underway, no greater length or amount of work than can be executed properly with due regard to the rights of the public. TLC shall furnish and maintain all signs to safely guide the public through the Maintained Areas, and as directed by the City of Compton traffic engineer. All traffic control and signage shall conform at all times with all local, County, State, Federal, or other legal requirements including, but not limited to California Department of Food and Agriculture, O.S.H.A. Orders, Department of Transportation Drug and Alcohol testing provisions, Caltrans Traffic Control Manuals, and APWA Traffic Control Handbook, California Manual on Uniform Traffic Control Devices for Streets and Highways so as to protect all persons, including TLC employees, agents of the City of Compton, vendors, members of the public and others from foreseeable injury to themselves or damage to their property and all other applicable federal, state and local regulations. Trimming Land Co., Inc. "TLC" will not close traffic lanes, streets, alleys, sidewalks or detour traffic without the prior written approval from the City of Compton's Public Works Department.

WORK STANDARDS

1. GENERAL

Trimming Land Co., Inc. "TLC" shall furnish all labor, materials, supplies and equipment needed to complete the work required under the terms of the Contract Documents, except those materials specified to be furnished by the City of Compton.

Trimming Land Co., Inc. "TLC" shall submit satisfactory evidence of compliance with this RFP of such materials to be furnished and used in the work as the Field Operations Manager may require. Materials incorporated in the work and not specifically covered in this RFP shall be the best of their kind.

Trimming Land Co., Inc. "TLC" shall schedule its operations so as not to interfere with the public. TLC shall conduct its operations so as to provide the maximum safety for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed. Major arterial roadway work may only be performed from 9:00 AM until 2:00 PM unless otherwise authorized by City of Compton traffic engineer.

STANDARD OF PERFORMANCE

Trimming Land Co., Inc. "TLC" agrees that all services provided hereunder shall be performed in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel; any work performed by TLC under the Contract will be performed in the best manner; and that both work and materials will fully meet the requirements of these Technical Specifications.

PERMITS AND LICENSES

Trimming Land Co., Inc. "TLC" shall obtain all permits required by other agencies of the State and County as well as the City of Compton, if required.

T
E
C
H
N
I
C
A
L

A
P
P
R
O
A
C
H



COOPERATION WITH OTHER WORK FORCES

Trimming Land Co., Inc. "TLC" understand that other contractors, utilities and/or public agencies and their contractors, and City of Compton personnel may be working in the vicinity during the term of the Contract. There may be some interference between these activities and the work completed under this contract. Trimming Land Co., Inc. "TLC" shall cooperate and coordinate its work with that of other work forces to assure timely completion of work.

Laws and Regulations

Trimming Land Co., Inc. "TLC" shall obey all laws, ordinances, and regulations affecting those engaged or employed on the work, or the materials used in the work, or in any way affecting the performance of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

Trimming Land Co., Inc. "TLC" shall, at all times, cause all its agents and employees to observe and comply with all such applicable laws, ordinances, regulations, orders, and decrees in effect or which may become effective before completion of the City of Compton Contract.

CLEANING AND ENVIRONMENTAL CONTROLS

Trimming Land Co., Inc. "TLC" will maintain areas free of waste materials, debris, and rubbish. Maintain sites in a clean and orderly condition. Remove waste materials, debris and rubbish from all sites and dispose of all materials.

Water containing mud, silt, or other pollutants from activities, shall not be allowed to enter the ocean or placed in locations that may be subject to storm runoff.

Any TLC equipment or vehicles driven and/or operated within or adjacent to a street gutter, storm drain, runoff conveyance or ocean shall be checked and maintained daily to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.

No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material from any construction, or associated activity or whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area by TLC.

RECYCLED, REUSABLE RECYCLABLE PRODUCTS AND GREEN WASTE/MULCH

All tree branches produced as a result of the contractor's operations under this contract shall be reduced, reused, recycled, and/or transformed.

Trimming Land Co., Inc. "TLC" agrees to reduce, reuse, recycle or transform 100% of all material produced as a result of tree trimming operations. Woodchips or MULCH generated from pruning operations within the City of Compton may first be dumped at a City of Compton designated and approved site. We are currently extending mulch and wood chips to communities through outreach via City newsletters, and word of mouth. We also reach out to community gardens and help Cities with vacant lots in order to combat weed abatement and other associated maintenance costs. We team up with our clients in order to deliver a garden mulch program for the parks, and other City facilities. If the City of Compton has no use for woodchips or mulch generated from tree trimming operations and TLC has no other way to recycle or reuse the material, then TLC agrees to transport the material to any state recognized recycling facility at no charge to the City of Compton. Trimming Land Co., Inc. will meet all state reporting requirements and supply to the City waste reports for all recycled material if requested by City of Compton.

T
E
C
H
N
I
C
A
L

A
P
P
R
O
A
C
H



MUNICIPAL TREE MANAGEMENT SERVICES — General Guidelines

Trimming Land Co., Inc. shall be prune using only professionally accepted standards, as established by the International Society of Arboriculture (ISA), National Arborists Association (NAA), and American National Standards Institute (ANSI) Section Z133.1. All City trees shall be pruned in a manner that will encourage good development while preserving their health, structure and natural appearance.

1. Trimming Land Co., Inc. "TLC" shall perform municipal tree management operations in accordance with the minimum standards set by the following agencies. City of Compton Standards will supersede these requirements if directed by the City of Compton, personnel.
2. ANSI Standard A300 Pruning
3. ISA Best Management Practices — Tree Pruning
4. ISA Tree Pruning Guidelines
5. Cal-trans Encroachment Permits, Utility and Tree Trimming Special Provisions (TR-159)
6. American National Standard Practice for Roadway Lighting (ANSI / I ESNA RP-8-00)
7. California Public Utilities Commission General Order 95

MUNICIPAL TREE MANAGEMENT - Specific Standards for the City of Compton

Prevent branch and foliage interference with the requirements of safe public passage. Over residential streets limbs shall be maintained gradually from eight (8) feet at the curb to thirteen (13) feet over traffic lanes. Over arterial streets, limbs shall be maintained at a maximum height of twelve (12) feet from grade to wood. Over sidewalks, limbs shall be maintained at a height of seven (7) feet from grade to wood.

TLC shall perform all work in accordance with Western Chapter ISA Pruning Standards, ANSI A300 Standards, and City Specifications.

Remove all dead and dying branches and branch stubs that are a ½ inch or longer.

Remove all broken or loose branches.

Remove any live branches that interfere with the tree's structural strength and healthful development, which will include the following:

1. Limbs, which rub and abrade a more important branch.
2. Limbs of weak structure, which are not important to the framework of the tree.
3. Limbs, which if allowed to grow, would wedge apart the junction of more important branches.
4. Limbs forming multiple leaders in a single leader type tree.
5. Branches near the end of a limb, which will produce more weight or offer more resistance to wind than the limb is able to support.
6. Undesirable sucker and water sprout growth giving specific attention not to nick or damage the sprout —burl.



All service requests sent to the Trimming Land Co., Inc. via email or called in will be labeled with one of the following priority levels:

RED – TLC is to respond within one hour

YELLOW – TLC is to respond within forty-eight (48) hours

GREEN – TLC is to respond within fourteen (14) days

ORANGE – TLC is to respond within thirty (30) days

By labeling each service request we are able to determine and dispatch each service request immediately depending on the severity of the work order. A TLC contact will be assigned to the City of Compton that will be readily available to answer your emails or telephone calls 24-hours, 7 days a week.

All TLC supervisors, employees and first responders are equipped with an accident/incident binder should anything happen during the work day and after hours emergencies. Each binder has an accident/incident report also all supervisors and emergency responders are equipped with First Aid kits, recorders, cameras, tablets, DBH tapes, yellow caution tapes and orange cones.

Trimming Land Co., Inc. "TLC" will not perform work on the weekends or City of Compton observed Holidays with the exception of emergencies and pre-approved work by City of Compton designated personnel. Trimming Land Co., Inc. "TLC" shall provide a list of emergency phone numbers to the City of Compton along with an emergency response procedure manual. *TLC will respond to emergency calls on a 24-hours, 7 days a week basis.*

ROOT PRUNING

Root Pruning is a practice that has the potential to have negative effects on the health and stability of a tree and for these reasons should be avoided whenever possible. If there are no alternatives a couple of guidelines should be followed.

As we know that most roots grow in the upper 12-18 inches of the soil and they extend laterally sometimes 2 to 3 times the trees canopy it is important to root prune as far away from the tree trunk as possible. Things that affect decisions on whether or not to root prune, are species, age of tree, and the current health of the tree, a lean in the tree, soil type and drainage. Once we have cleared a tree for root pruning we follow some basic guidelines.

The first thing we do is measure the diameter of the tree trunk at 4.5 feet from the ground. We do this in order to establish the root protection zone. We want to make sure that we leave roots in particularly major roots undisturbed inside this protection zone. The rule of thumb is to make sure that for every inch in tree trunk diameter we remain one foot past the tree trunk. So a tree with a 10 inch diameter trunk would need a protection zone of 10 feet. It is vital for the survival of the tree that we respect the trees established protection zone. In certain cases root pruning will have to take place inside the protection zone, in these cases we have to make sure we target only those roots that are putting immediate pressure on the infrastructure and we cut only the part of the root that is the issue. We want to target only small roots. The maximum size root that may be cut outside the root protection zone is 2" in diameter. We have to use root pruning shears for small trees and root pruning saws for bigger roots, and a manual root cutter for bigger jobs.

Once we have established the protection zone and have identified the roots that will be pruned we make clean minimal cuts to the roots. We DO NOT want to rip, tear, twist, or in any way further harm the remaining roots of the tree. We always go in and make clean cuts to any roots that have been mangled or improperly cut.

After a tree has been root pruned we update the work history on our Database to make sure that we monitor the tree's progress. In some cases before and after pictures are also taken especially of the trees canopy in order to measure any significant changes.



STATE OF CALIFORNIA

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE

CHP 343 (Rev. 10-00) OPI 082

Page 1 of 5

NEW TERMINAL INFORMATION		CA NUMBER	FILE CODE NUMBER	COUNTY CODE
☒ Yes ☐ No		57238	08205	19
CARRIER TYPE	CODE	OTHER PROGRAM	LOCATION CODE	SUBAREA
TRUCK	1		530	S30

TERMINAL NAME

TRIMMING LAND CO. INC.

TELEPHONE NUMBER (W/ AREA CODE)

(310) 420-3238

STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)

9301 LAUREL STREET LOS ANGELES, CA 90001

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE)

8006 RAMSGATE AVENUE LOS ANGELES, CA 90045

LICENSE AND FLEET INFORMATION

IM LIC. NO.	IMV REG. NO.	BAS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	USES BY TYPE	DRIVERS
N/A	N/A	N/A	5 - S	N/A	I- II-	3
EXP. DATE	EXP. DATE	EXP. DATE	REG. CY	HW VEHICLES	HW CONTAINERS	CSAT
N/A	N/A	N/A	N/A	N/A	N/A	☒ Yes ☐ No

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME)	DAY TELEPHONE NUMBER (W/ AREA CODE)	NIGHT TELEPHONE NUMBER (W/ AREA CODE)
BASILIO MARTINEZ	(310) 646-7678	(310) 645-7878
EMERGENCY CONTACT (NAME)	DAY TELEPHONE NUMBER (W/ AREA CODE)	NIGHT TELEPHONE NUMBER (W/ AREA CODE)
SANDRA HERNANDEZ	(310) 645-7678	(310) 645-7678

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR (2009)

A	B	C	D	E	F	G	H	I
☐ UNDER 15,000	☐ 15,001 50,000	☐ 50,001 100,000	☒ 100,001 500,000	☐ 500,001 1,000,000	☐ 1,000,001 2,000,000	☐ 2,000,001 5,000,000	☐ 5,000,001 10,000,000	☐ MORE THAN 10,000,000

OPERATING AUTHORITIES

PUC	T	T	TCP	TCP	US DOT
☐ I/O ☐ MX	☐ MC ☐ MX	☐ PSC ☐ PSC	☐ PSC ☐ PSC	☐ PSC ☐ PSC	☐ PSC ☐ PSC
ICC	☐ I/O ☐ MX	☐ MC ☐ MX	☒ Yes ☐ No ☐ N/A	REASON FOR INSPECTION	

INSPECTION FINDINGS		INSPECTION RATINGS: S=Satisfactory U=Unsatisfactory C=Conditional UR=Unrated N/A=Not Applicable									
REQTS	VIOL	MAINTENANCE PROGRAM		DRIVER RECORDS		REQ. EQUIPMENT		HAZARDOUS MATERIALS		TERMINAL	
MAINTENANCE PROGRAM	2	1 S 2 S 3 S 4 S		1 S 2 S 3 S 4 S		1 S 2 S 3 S 4 S		1 NA 2 NA 3 NA 4 NA		1 S 2 S 3 S 4 S	
DRIVER RECORDS	1	No. 2 Time 2.0		No. 3 Time 1.0		No. 2 Time 3		Time In Time Out		0300	
DRIVER HOURS		☒ No HM Transported ☐ No HM Violations Noted		☐ No HM Violations Noted		CONTAINERS/TANKS		VEHICLES PLACED OUT OF SERVICE		Vehicles	

HAZARDOUS MATERIALS	REMARKS
BRAKES	
LAMPS & SIGNALS	
CONNECTING DEVICES	
STEERING & SUSPENSION	
TIRES & WHEELS	
EQUIPMENT REQUIREMENTS	1
CONTAINERS & TANKS	
HAZARDOUS MATERIALS	

SEE 343-1 ON FOLLOWING PAGES:

OUT	NON-OUT	FEE DUE	CHP 345	CHP 1000 COL	INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)
☒ I ☐ R ☐	☐ Yes ☐ No ☐	☐ Yes ☐ No ☐	☐ Yes ☐ No ☐	☐ Yes ☐ No ☐	SAME AS ABOVE
INSPECTED BY (NAME)		ID NUMBER	INSPECTION DATE(S)	SUSPENSE DATE	
MCS I A. GIESING		A13743	06/22/10	☒ Auto ☐ None	

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 5), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CURRENT TERMINAL RATING	CARRIER REPRESENTATIVE'S SIGNATURE	DATE
SATISFACTORY	X	06/22/10
CARRIER REPRESENTATIVE'S PRINTED NAME	TITLE	DRIVER LICENSE NUMBER
JOSE A MARTINEZ (TONY)	TERMINAL MANGER	STATE

Destroy Previous Editions

CHP 343_600-20

SUPPORT FACILITIES



DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2T9K000082
Inspection Date: 08/22/2010
Start: 9:00:00 AM PT End: 10:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

TRIMMING LAND CO. INC.
10513 DOLORES AVE
SOUTH GATE, CA 90280

USDOT#:

Phone#/: (310)420-3238

MC/MX#:

Fax#:

State#: 57236

Location: 9301 LAUREL STREET

MilePost:

Highway:

Origin:

County: LOS ANGELES, CA

Destination:

Driver:

License#:

State:

Date of Birth:

CoDriver:

License#:

State:

Date of Birth:

Shipper:

Bill of Lading:

Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	QOS Sticker
1	TT	FRHT	1990	CA	7B73395	6	1FUYPDSE88PH407764	50,000			

BRAKE ADJUSTMENTS

Axle # 1 2 3

Right

Left

Chamber C-24 C-30 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No

Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

File Code Number: 98205; Fuel Type: D; Beat/Sub Area: S30; Veh #1 Type: 20;

Report Prepared By:
A. GIESING

Badge #:
A13743

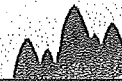
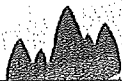
Copy Received By:

Page 1 of 1



X

X



S
U
P
P
O
R
T

F
A
C
I
L
I
T
I
E
S

CALIFORNIA HIGHWAY PATROL

hereby awards this

Certificate of Achievement

to

TRIMMING LAND CO. INC.

9301 LAUREL ST
LOS ANGELES

2 Consecutive Satisfactory Ratings Since MARCH 22, 1993

There is established in the California Vehicle Code a biennial motor carrier safety compliance inspection program to be conducted by the California Highway Patrol.

That program, known as the Biennial Inspection of Terminals (BIT) Program, requires all motor carriers operating trucks from terminals located in California to undergo an inspection of each operational terminal to rate their compliance with applicable laws and regulations relating to motor carrier safety.

This is to certify that this terminal has achieved consecutive satisfactory safety compliance ratings as indicated above. The California Highway Patrol congratulates this terminal on this meritorious achievement and recognizes the commitment to highway safety demonstrated by the personnel responsible for the operation of this terminal.

COMMISSIONER

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

7-1940 336

CHP 30 (11/83) 07102



TLC dBASE Computer Software System

Trimming Land Company Inc., (TLC) has created a propriety web-based database that is user friendly and very reliable. This system uses the most modern and innovative technology out in the market. It provides real-time updates on work-history and makes it a viable tool for city users.

How Inventory Is Collected or Imported?

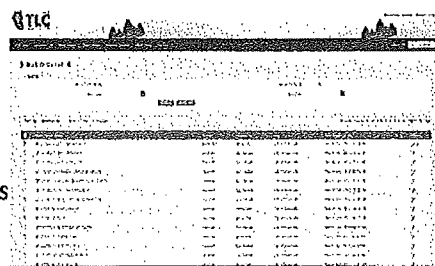
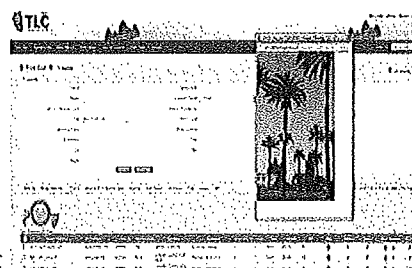
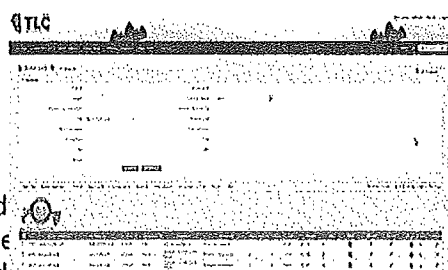
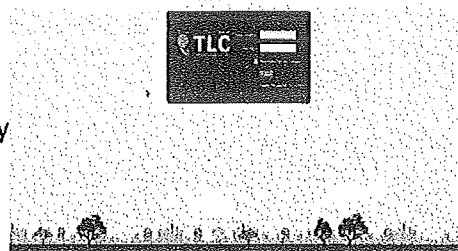
A Certified Arborists will walk the streets with a Handheld GPS System and Create an Arc View File, with each tree site entering the information to be imported into the database. This will include but not limited: Address, On Address, Tree Site, Tree Side, Species of Tree, DBH of Tree, Height of Tree Health of Tree, and if there are Power Lines. If the city already has inventory and work history for prior years we will take the information and import it into our system along with the work history provided for the prior years.

Important and Detailed Information for Each Site

Our state of the Art System provides very accurate and up to date records of each tree being worked on in the city with real-time updates. Each Tree has a specific ID and is unique to our system so no tree has the same ID. You have the capability to print or export any of the important characteristics of each site. For example a before and after photo of each site being completed. By clicking the arrow next to work history you will have the full entire history of this tree by the click of a key.

Work Orders and Billing

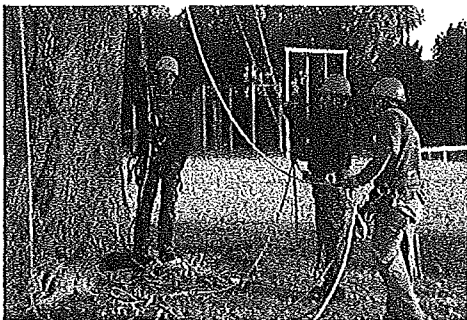
You will be able to create work orders, track them down on real time basis, know what the progress of that individual job and receive instantly an invoice for that work performed. All of our supervisors are equipped with Laptops, and Blackberry's so they instantly get the work orders and update the status of each individual job.





Trimming Land Co., Inc. employees receive ongoing training on various safety initiatives while out in the field. Our safety coordinators and supervisors provide training to our employees in the field and help assure compliance with CalOsha (State), Federal and local regulations and policies. TLC employees receive on the job training and more specific training such as:

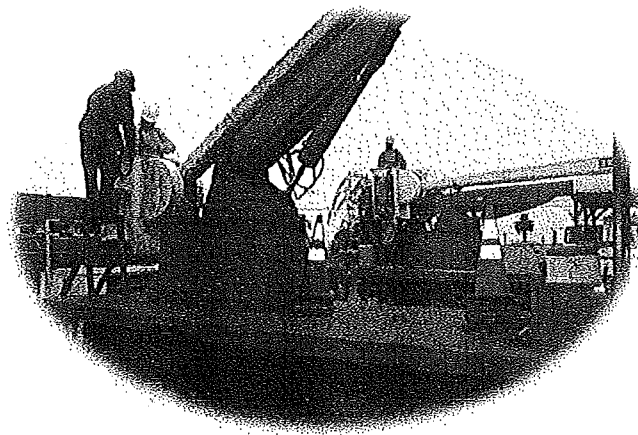
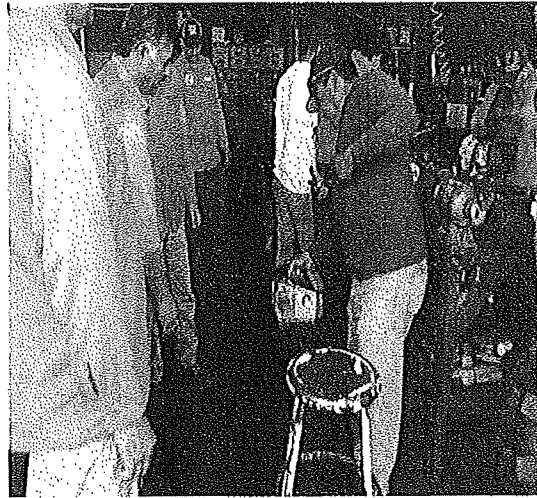
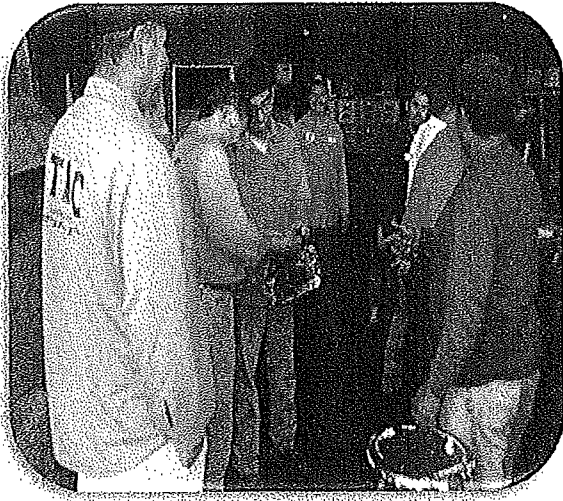
Aerial Rescue
Knots
Chainsaw Safety
Tree Felling
Electrical Hazards
Traffic Control
Chipper
Tractor
First Aid/CPR



Trimming Land Co., Inc. is proud to have a "**Safety First**" program, we make our employees aware of the importance of being safe at all times during their work performance. There are several incentives and recognition programs we have within our company to help all of us look out for everyone's safety and well being.

TLC established an active Safety Committee for the following purposes:

1. To promote and maintain the interest of employees in health and safety issues.
2. To educate managers, supervisors and employees through awareness and training activities that they are primarily responsible for the prevention of workplace accidents.
3. To help make health and safety activities an integral part of the organization's operating procedures, culture and programs.
4. To provide an opportunity for the free discussion of health and safety problems and possible solutions.
5. To inform and educate employees and supervisors about health and safety issues, new standards, research findings, etc.
6. To help reduce the risk of workplace injuries and illnesses.
7. To help insure compliance with federal and state health and safety standards.

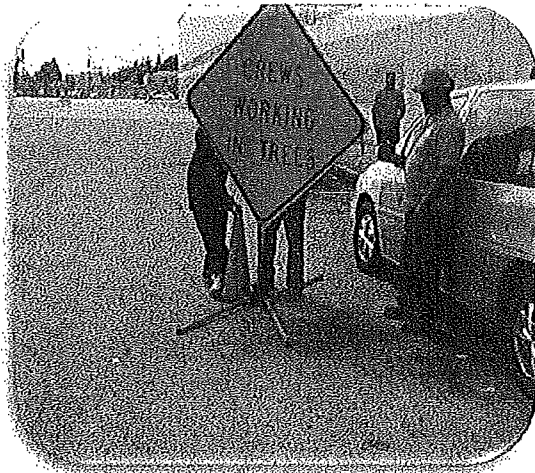


E
M
P
L
O
Y
E
E

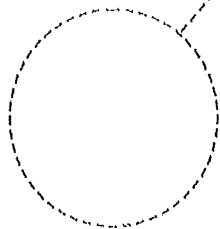
T
R
A
I
N
I
N
G



TLC in-house training workshops



TLC has many in-house training workshops for our employees, such as lift truck training, traffic control and proper chainsaw assembly training...these are just a few of many workshops.



CITY OF COMPTON

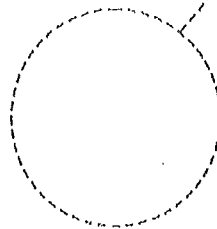


TREE MAINTENANCE NOTICE

The City of Compton has awarded the pruning of parkways trees to Trimming Land Co., Inc a private contractor. The contractor will be pruning trees on your street within the next couple of days. There will be "NO PARKING" signs posted due to the danger of falling limbs. There will be "NO PARKING" between the hours of 7:00 am to 4:30 pm. Please do not park on the street until the trees have been pruned and the area cleaned. Additionally, due to the hazard of falling limbs we ask that you clear your front yard of cars, furniture, and other valuables (especially children) during the pruning operations. Your cooperation is very much appreciated. If you should have any questions please feel free to contact:

CITY OF COMPTON
PUBLIC WORKS DEPARTMENT
(310) 605-5505

TRIMMING LAND COMPANY INC
(323) 569-4498



CIUDAD DE COMPTON

NOTIFICACION DE
MANTENIMIENTO DE ARBOLES

La ciudad de Compton ha concedido el mantenimiento y el corte de Arboles de la Ciudad a Trimming Land Co., Inc un contratista privado autorizado. El contratista podara los arboles de su calle en los proximos dias. Habra anuncios de NO ESTACIONARSE "NO PARKING" Para avisar a los ciudadanos de posible peligros de caida de ramas. No Habra estacionamiento entre las horas siguientes: 7:00 am a 4:30 pm. Por favor no se estacione durante este horario hasta que el trabajo haya terminado y la calle este completamente limpia y segura. Agradecemos su cooperacion y comprension. Si tiene alguna pregunta por favor llame:

CIUDAD DE COMPTON
DEPARTAMENTO DE OBRAS PUBLICAS
(310) 605-5505

TRIMMING LAND COMPANY INC
(323) 569-4498

T
R
I
M
M
I
N
G
L
A
N
D
C
O
.,
I
N
C
.
S
A
M
P
L
E
F
O
R
M
S



Temporary "No Parking Signs"

TEMPORARY

NO

PARKING

TREE TRIMMING

DATE

TIME

TOW-AWAY

T
L
C

S
A
M
P
L
E

F
O
R
M
S



Complain/Incident Form:

City of Compton

Incident/Complaint Log

Name of Resident: _____

Address: _____ Phone: _____

Date of Incident: _____ Trimming Land Representative: _____

TYPE OF COMPLAINT (please check following)

- | | | | |
|-----|--------------|-----------|----------|
| 1. | Tree Damage | Yes _____ | No _____ |
| 2. | Contractor | Yes _____ | No _____ |
| 3. | Side Walk | Yes _____ | No _____ |
| 4. | Curb | Yes _____ | No _____ |
| 5. | Irrigation | Yes _____ | No _____ |
| 6. | Vehicle | Yes _____ | No _____ |
| 7. | Tree Roots | Yes _____ | No _____ |
| 8. | Street Light | Yes _____ | No _____ |
| 9. | Electrical | Yes _____ | No _____ |
| 10. | Water | Yes _____ | No _____ |
| 11. | Weather | Yes _____ | No _____ |
| 12. | Parking | Yes _____ | No _____ |
| 13. | Other | Yes _____ | No _____ |

REMARKS:

ACTION TAKEN:

Date: _____ City Representative: _____

T
L
C

S
A
M
P
L
E

F
O
R
M
S



CITY OF HAWTHORNE



4456 West 126th Street Hawthorne, California 90250-4482

RE: Trimming Land Co., Inc (TLC)

To whom it may concern:

This letter is to thank Trimming Land Co., Inc for the great tree maintenance services provided for over 6 years to our City. The contract was handled with such professionalism from the field operations to the office staff.

I would highly recommend Trimming Land Co., Inc to other cities for contracting tree maintenance services.

Sincerely,

Corrine Strega
Park Maintenance Supervisor

.main

vrel

R E F E R E N C E L E T T E R S



5/13/2012

To Whom It May Concern:

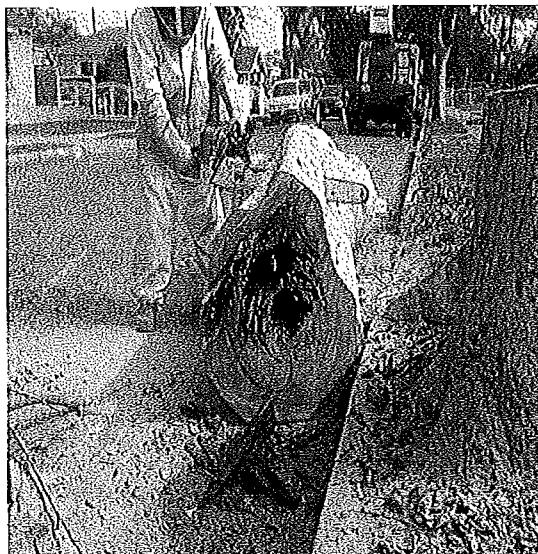
This is to inform you that the entire work crew who removed our trees and completed the work of the tree removal on our street were shown to be very professional and considerate. Prior to removal of the over grown trees, they knocked on resident's doors and informed them of their work duties.

After the completion of their work, the work crew cleaned up the work areas and informed the residents on the street who were outside watching the job being done that the job was then finished.

This work crew needs to be commended for their professionalism and work ethics during this project.

Sincerely,

Mr. & Mrs. Dozier
3861 Lilita St.
Lynwood, CA 90262



R
E
F
E
R
E
N
C
E

L
E
T
T
E
R
S



Page 1 of 1

Antonio Perez

From: Daniel Ojeda
 Sent: Tuesday, February 09, 2010 2:30 PM
 To: Josef Kekula; Antonio Perez
 Subject: FW: Compliment

An email from
 the mayor of Lynwood, CA.

fyi

G. Daniel Ojeda
 Director of Public Works
 City Engineer
 Department of Public Works
 City Hall- Annex
 11330 Bullis Rd.
 Lynwood, CA 90262
 Tel.: 310-603-0220, ext. 287
 Fax: 310-639-5913

From: Roger Haley
 Sent: Tuesday, February 09, 2010 2:28 PM
 To: Daniel Ojeda
 Subject: FW: Compliment

Dan, it might be a good idea to call the contractor and let him know the residents as well as Council wants them to keep up the good work. Thanks

From: Santillan, Maria [mailto:Maria.Santillan@transamerica.com]
 Sent: Tuesday, February 09, 2010 2:13 PM
 To: Roger Haley
 Cc: Daniel Ojeda; Mayor Pro Tem Alde Castro; Councilmember Alfredo Flores; Councilmember Ramon Rodriguez;
 Councilmember Jim Morton
 Subject: Compliment

I just got a call from a resident with a compliment. He is very happy with the new tree trimming contractor and the work that has been performed on his street. He mentioned how they were working even though it was raining and how clean they left the street when the job was complete.

This is not the first compliment I have received. Staff did a good job in recommending this company to council.

Thank you!

2/9/2010



Sandra Hernandez

From: Fillar, Robert [RFillar@riversideca.gov]
Sent: Wednesday, November 16, 2011 9:32 AM
To: 'Sandra Hernandez' (sandra@trimmingland.com); tony@trimmingland.com; Rafael Garcia Jr (ralph.g@trimmingland.com); basillo@trimmingland.com
Cc: Tanaka, Guy
Subject: FW: compliments ... TLC

Please see below. Thank you for the hard work!

From: Phillips, Julie
Sent: Wednesday, November 16, 2011 7:40 AM
To: Fillar, Robert; Tanaka, Guy
Subject: FW: compliments ... TLC

From: Clemente, Patricia
Sent: Wednesday, November 09, 2011 11:38 AM
To: Phillips, Julie
Subject: compliments ...

Hello

Just wanted to forward the compliment regarding the service request below, Mrs. Henderson called and was very satisfied and happy with the tree removal. She said the crew did a wonderful job and she is so delighted thanks again for such a great job!

Johanna Henderson
4872 Arlington
Riverside CA 92504
951687-5611

R
E
F
E
R
E
N
C
E

L
E
T
T
E
R
S



Sandra Hernandez

From: Fillar, Robert (RFillar@riversideca.gov)
Sent: Wednesday, November 16, 2011 9:42 AM
To: 'Sandra Hernandez' (sandra@trimmingland.com); tony@trimmingland.com; Rafael Garcia Jr (ralph.g@trimmingland.com); basillo@trimmingland.com
Cc: Tanaka, Guy
Subject: FW: Compliment

Please see below. Thank you for the hard work and please keep it up!

From: Snyder, Kristle
Sent: Tuesday, November 15, 2011 12:42 PM
To: Fillar, Robert
Cc: Phillips, Julie; Tanaka, Guy
Subject: RE: Compliment

Correct address: Locust and University
 Thanks!

From: Snyder, Kristle
Sent: Tuesday, November 15, 2011 12:42 PM
To: Fillar, Robert
Cc: Phillips, Julie; Tanaka, Guy
Subject: Compliment

Hi All,
 A resident just called in to compliment the job done on a tree at 4442 Larchwood. Resident said TLC did an amazing job and he is very pleased.
 Keep it up!
 Thanks!
 Kristle

R E F E R E N C E L E T T E R S

Lynwood

City Newsletter
N PERSPECTIVE

www.lynwood.ca.us
lnnewsletter@lynwood.ca.us

APRIL / ABRIL 2010



United States™
Census 2010

IT'S IN YOUR HANDS

VOL. 4 ISSUE 4

MESSAGE FROM THE CITY MANAGER

Trimming Land Company was awarded the City's tree trimming contract in July, 2009 to handle citywide tree trimming and maintenance. As such, Trimming Land Company provides tree trimming service within City limits. The City has been divided into four tree trimming areas. The first area began in August, 2009 and has since proceeded in sequential order. The contractor has completed trimming areas 1, 2 and 3 and will complete area 4 by the end of April, 2010. Upon completion of area 4, the contractor will have trimmed approximately 9,000 city trees and will have removed about 250 diseased trees. The tree contractor will continue to trim excessively heavy branches to minimize the damage caused by strong winds, and reduce the chances of an uprooted tree that could damage houses, cars or other nearby property.

It is vital to a tree's health to maintain balance and proportion. It is important to use proper pruning methods, as a broken tree branch may never grow back. However, with professional care and expertise, it is possible to force and guide a tree's new growth patterns successfully. This proactive approach that the City is taking can also serve to protect nearby trees from becoming infested or diseased. Healthy, safe, and attractive trees are both an investment in the future and a pleasure for our residents to enjoy.

If you would like to report a damaged tree, please contact the complaints department at (310) 603-0220, ext. 207.



MENSAJE DEL ADMINISTRADOR DE LA CIUDAD

Trimming Land Company se le asignó el contrato de poda de árboles de la Ciudad en julio de 2009 para encargarse de la poda y mantenimiento de árboles en toda la ciudad. Como tal, Trimming Land Company provee servicios de poda de árboles dentro de los límites de la Ciudad. La Ciudad ha sido dividida en cuatro áreas de poda de árboles. Se empezó con la primera área en agosto de 2009 y desde entonces se prosiguió en orden secuencial. El contratista ha terminado de podar las áreas 1, 2 y 3 y terminará la última área 4 a fines de abril de 2010. Al finalizar el área 4, el contratista habrá podado alrededor de 9,000 árboles de la Ciudad y habrá quitado aproximadamente 250 árboles enfermos. El contratista de poda continuará podando las ramas demasiado pesadas para minimizar el daño por vientos fuertes, reducir las posibilidades de que un árbol arrancado de raíz dañe viviendas, automóviles u otras propiedades cercanas.

Para la salud del árbol es fundamental mantener el equilibrio y la proporción. Es importante usar métodos de poda apropiados, ya que una rama de árbol rota tal vez nunca vuelva a crecer. Sin embargo, con atención profesional y pericia, es posible obligar y guiar al árbol a tener nuevos patrones de crecimiento con éxito. Este enfoque proactivo que la Ciudad está aplicando también pueden servir para evitar que árboles cercanos se infecten o enfermen. Árboles sanos, seguros y atractivos son tanto una inversión para el futuro como un placer para que disfruten nuestros residentes.

Si desea denunciar un árbol dañado, por favor póngase en contacto con el departamento de quejas al (310) 603-0220 ext. 207.



BEFORE

AFTER



Equal Employment Opportunity Policy

1.1 Equal Employment Opportunity Policy

Trimming Land Co., Inc. provides equal employment opportunities to all employees and applicants for employment without regard to race, pregnancy, color, religion, sex, national origin, age, or status as a Vietnam-era or special disabled veteran in accordance with applicable federal and state laws. TLC also provides equal employment opportunities to qualified individuals with disabilities. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, and transfer, leaves of absence, compensation, and training.

1.2 Policy Against Harassment

Trimming Land Co., Inc. is committed to providing a work environment that is free from unlawful discrimination and harassment. The Company expressly prohibits any form of unlawful employee harassment based on race, color, religion, sex, national origin, age, disability, status as a Vietnam-era; or special disabled veteran, or status in any group protected by applicable law. Improper interference with the ability of Trimming Land's employees to perform their expected job duties is not tolerated.

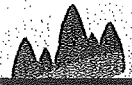
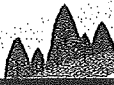
1.3 Sexual Harassment Prohibited

Sexual harassment deserves special attention. All employees have the right to work in an environment free from unsolicited and unwelcome sexual overtures. Trimming Land will not tolerate any form of gender-based or applicant or sex-based discrimination, including any kind of sexual harassment against any employee or applicant for employment. Such discrimination violates Company policy, and may violate federal and state law.

1.4 Definitions of Sexual Harassment

Sexual Harassment constitutes discrimination and is illegal under federal, state, and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other or physical conduct of a sexual nature involving individuals of the same or different gender when, for example:

- (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating and intimidating, hostile or offensive working environment. Such harassing and offensive actions are prohibited by Trimming Land regardless of whether the conduct involved is based on sexual desire and regardless of whether the conduct involved constitutes opposite-sex or same-sex harassment.



**City of Compton FEE SCHEDULE
For
TREE MAINTENANCE SERVICES**



C
I
T
Y

o
f

C
o
m
p
t
o
n

F
e
e

S
c
h
e
d
u
l
e

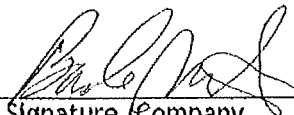
Submitted By:
Trimming Land Co., Inc.

SCHEDULE OF COMPENSATION

In conformity with the terms and conditions of
the RFP.

	<u>UNIT</u>	<u>UNIT PRICE</u>
<u>ANNUAL GRID TREE TRIMMING</u>		
(Minimum 500 trees)	On area basis -- Per tree	<u>\$ 42.00</u>
<u>AESTHETIC STREET TREE TRIMMING</u>		
0-6" dbh	Per tree	<u>\$ 45.00</u>
7-12" dbh	Per tree	<u>\$ 45.00</u>
13-18" dbh	Per tree	<u>\$ 55.00</u>
19-24" dbh	Per tree	<u>\$ 75.00</u>
25-30" dbh	Per tree	<u>\$ 75.00</u>
31-36" dbh	Per tree	<u>\$ 155.00</u>
37-42" dbh	Per tree	<u>\$ 175.00</u>
43-48" dbh	Per tree	<u>\$ 175.00</u>
48" dbh & over	Per tree	<u>\$ 205.00</u>
<u>PALM TREE TRIMMING</u>		
Coco Palm	Per tree	<u>\$ 45.00</u>
Washingtonia palm	Per tree	<u>\$ 55.00</u>
Canary Island Date		
Palm	Per tree	<u>\$ 105.00</u>
Price based on palms being pruned annually		
<u>TREE REMOVAL</u>		
Tree and stump removal	Per diameter inch	<u>\$ 19.00</u>
Tree removals over 36" dbh	Per diameter inch	<u>\$ 35.00</u>
Stump only removal	Per diameter inch	<u>\$ 8.00</u>
<u>PLANTING</u>		
15 gallon tree	Per tree	<u>\$ 115.00</u>
24 inch box tree	Per tree	<u>\$ 235.00</u>
36 inch box tree	Per tree	<u>\$ 735.00</u>

<u>ROOT BARRIER INSTALLATION WITH TREE PLANTING</u>	Per foot	<u>\$ 2.50</u>
<u>WATER TUBE INSTALLATION</u>	Per tree	<u>\$ 20.00</u>
<u>TREE WATERING</u>	Per day	<u>\$ 320.00</u>
<u>CREW RENTAL</u>		
3 man crew with equipment	Per hour	<u>\$ 145.00</u>
2 man crew with equipment	Per hour	<u>\$ 95.00</u>
1 man crew with equipment	Per hour	<u>\$ 50.00</u>
<u>EMERGENCY RESPONSE</u>		
3 man crew with equipment (Evening, weekend, or holiday call-out)	Per hour	<u>\$ 220.00</u>
<u>TREE INVENTORY AND SOFTWARE PACKAGE</u>	Per tree site	<u>\$ 1.00</u>
<u>GPS INVENTORY (Optional)</u>	Per tree site	<u>\$ 1.00</u>
<u>GPS SOFTWARE PACKAGE (Optional)</u>	Unit Price	<u>\$ 0.00</u>
<u>TREE INVENTORY UPDATES</u>	Per tree site	<u>\$ 0.00</u>
<u>TREE MASTER PLAN</u>	Per tree	<u>\$ 5.00</u>
<u>ROOT PRUNING</u>	Per foot	<u>\$ 9.00</u>
<u>PARK AND SLOPE TREE PRUNING</u> (3-man crew)	Per hour	<u>\$ 145.00</u>


 Signature (Company
 Representative) *Basilio Martinez*

TRIMMING LAND CO., INC.

Name of Company

08/08/2013

Date
Submitted

Attachment "A" Continued

City of Compton

Schedule of Compensation

Name of Contractor: Trimming Land Company Inc. (TLC)

10513 Dolores Ave. South Gate CA.90280

Fee Schedule for additional services

CLEARANCE TRIM	PER TREE	\$ 36.80
-----------------------	-----------------	-----------------

Clearance trimming will consist of the proper height clearance on both main arterials as well as residential streets and walkways. This pruning could also be for street signs, traffic signals, and street lights. This is strictly for an immediate clearance and not pruning.

SERVICE REQUESTS	PER TREE	\$140.00
-------------------------	-----------------	-----------------

CREW RENTAL	MAN HOUR	\$ 50.00
--------------------	-----------------	-----------------

A crew will consist of three men, usually consisting of an aerial truck, a chipper unit and all necessary equipment, but can be tailored to best accomplish any given task. These tasks can consist of areas that are not accessible to equipment, or addressing trees that require immediate attention.

CROWN REDUCTION	PER DIAMETER INCH	\$ 7.50
------------------------	--------------------------	----------------

Pruning will include crown raising, selective thinning, dead wooding, and structural pruning. All pruning will be done in accordance with the standards set forth by the International Society of Arboriculture pruning standards and the Best Management Practice, tree pruning guidelines. Special care will be taken not to remove more than 25% of the live foliage from any single tree. Trees that potentially fall into this category are Chinese elms, Carrotwood, Ficus, Shamel ash, and other similar fast growing trees. Special projects that are time sensitive, are difficult to access or require special equipment will fall under the crew rental rate at the discretion of the City.

PALM REMOVALS	PER FOOT (bth)	
Washintonia robusta		\$ 12.00
Washintonia felifera		\$ 20.00
Phoenix canariensis		\$ 27.00
Phoenix dactylifera		\$ 14.00
Syagrus romanzoffiana		\$ 13.00
Archontophoenix romanzoffiana		\$ 13.00
Other		\$ 8.00

PALM PRUNING	PER PALM	
Washingtonia robusta		\$ 43.00
Washingtonia felifera		\$ 75.00
Phoenix canariensis		\$ 105.00
Phoenix dactylifera		\$ 40.00
Romazoffiana's		\$ 40.00
Other		\$ 25.00

PALM SKINING	PER FOOT	\$ 8.00
---------------------	-----------------	----------------

Attachment "A" Continued

City of Compton

Schedule of Compensation

Name of Contractor: Trimming Land Company Inc. (TLC)

10513 Dolores Ave, South Gate CA, 90280

Fee Schedule for additional services

LARGE TREE PRUNING**PER FOOT (Height)**

Large tree pruning consists of major traffic control on main arterial streets, and safety is the number one goal. Large tree pruning work usually consists of great effort and coordination on the part of both the contractor as well as the City. This type of tree work usually involves the use of both sides of the street. The City can substitute the crew rental rate on this type of work at its discretion.

0-25 feet	per foot	\$ 165.00
26-50 feet	per foot	\$ 275.00
51-65 feet	per foot	\$ 315.00
66-75 feet	per foot	\$ 395.00
76 + feet	per foot	\$ 450.00

TREE PLANTING

15 Gallon	Per tree	\$ 95.00
-----------	----------	----------

ROOT BARRIERS

12"X24"	PER PANEL	\$ 5.00
18"X24"	PER PANEL	\$ 8.00
24"X24"	PER PANEL	\$ 9.00

ROOT BARRIERS

12"X20'	PER LINEAL	\$ 25.00
18"X20'	PER LINEAL	\$ 35.00
24"X20'	PER LINEAL	\$ 42.00

*All tree planting includes tree stakes, tree ties, and tree guard.

ARBORIST SERVICES**PER HOUR**

\$85.00

These services consist of hazard tree evaluations, written reports and photographs.

Cooperative Purchasing

Any public agency shall have the right to participate in any award made as a result of this contract at the same prices being offered to the City of Commerce. The City shall have no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for any placed orders and for payments to the vendor.

**TREE MAINTENANCE SERVICES AGREEMENT
BETWEEN
THE CITY OF COMPTON
AND
TRIMMING LAND COMPANY, INC.**

This **AGREEMENT** is made 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 **TRIMMING LAND COMPANY, INC.**, (hereinafter referred to as "**CONTRACTOR**") located at 10513 Dolores Avenue, South Gate, California 90280, pursuant to Resolution No. _____, adopted _____, 2013.

AGREEMENT:

That the **CITY** and **CONTRACTOR**, for the consideration, terms and conditions herein described, mutually agree as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

CONTRACTOR shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for the provision of providing annual tree maintenance services, which shall include but not be limited to: tree trimming, tree removal, recommended schedule planting, clean-up/disposal, root pruning/root barrier, tree inventory by species, tree care, and emergency on-call services citywide; as more fully and specifically described in the **CONTRACTOR's "Tree Maintenance Services" Proposal**, which is incorporated herein by this reference.

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

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

CONTRACTOR will be responsible for employing or engaging all persons necessary to perform the Services. All of **CONTRACTOR's** staff will be qualified by training and experience to perform their assigned tasks. **CONTRACTOR** will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the Services under its control. On demand of **CITY**, if any employee or subcontractor of **CONTRACTOR** fails or refuses to carry out the provisions of this Agreement or appears to be

Citywide Tree Maintenance Services Agreement
Trimming Land Company, Inc.
Resolution No. _____

incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the Services.

2. CONTRACTOR's REPRESENTATIVE:

CONTRACTOR hereby designates **Jose Martinez, Field Area Supervisor** of Contractor as Contractor's Representative, who shall be deemed to be Contractor's Area Supervisor to the citywide tree maintenance project in the **CITY**.

3. TERM OF AGREEMENT:

The term of this Agreement shall be for citywide tree maintenance services for a period of twenty-four (24) months, beginning November 1, 2013 through October 31, 2015, with the option of providing two (2) one-year extensions, unless terminated earlier as provided herein.

4. COMPENSATION:

The method of payment for the services rendered pursuant to this Agreement shall be based on a fee-for-services basis, billable at the unit price rates specified within the **CONTRACTOR's Proposal**. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the **CONTRACTOR** during the twelve (12) month period for each year of this Agreement shall be limited to a not-to-exceed amount of **Two Hundred Thousand Dollars (\$200,000) per year**. No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement.

The total sum paid the **CONTRACTOR** will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the **CONTRACTOR**, unless there is a change in the scope of the services or the scope of the project. In the instance of a change in the scope of services or scope of the project, adjustment to the compensation may be negotiated between the **CONTRACTOR** and the **CITY**. Adjustment in the compensation will not be effective until authorized and approved by contract amendment.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the **CONTRACTOR**. If **CONTRACTOR** fails to perform the required services according to schedule or other provisions of this Agreement, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

CONTRACTOR shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **CITY** of itemized and sufficiently detailed invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the **CONTRACTOR** is billing. Invoices shall be delivered or mailed to the Director of the Public Works Department at the following address: **CITY of Compton, 205 South Willowbrook Avenue, Compton, California 90220**.

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

Citywide Tree Maintenance Services Agreement
Trimming Land Company, Inc.
Resolution No. _____

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

5. INDEPENDENT CONTRACTOR STATUS:

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

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

6. SUCCESSORS, ASSIGNMENT AND DELEGATION:

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

7. NONDISCRIMINATORY EMPLOYMENT PRACTICES:

During the performance of this Agreement, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation,

Citywide Tree Maintenance Services Agreement
Trimming Land Company, Inc.
Resolution No. _____

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

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

8. SUBCONTRACTING:

CONTRACTOR will not subcontract any portion of the Services without prior written approval of the Director of the Public Works/Municipal Utilities Department or his/her designee. If **CONTRACTOR** subcontracts any of the Services, **CONTRACTOR** will be fully responsible to **CITY** for the acts, errors and omissions of **CONTRACTOR's** subcontractor and of the persons either directly or indirectly employed by the subcontractor, as **CONTRACTOR** is for the acts and omissions of persons directly employed by **CONTRACTOR**. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of **CONTRACTOR** and **CITY**. **CONTRACTOR** will be responsible for payment of subcontractors. **CONTRACTOR** will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to **CONTRACTOR's** work unless specifically noted to the contrary in the subcontract and approved in writing by **CITY**.

9. OTHER CONTRACTORS: The **CITY** reserves the right to employ other contractors in connection with the Services.

10. INDEMNIFICATION:

CONTRACTOR shall indemnify and save harmless the **CITY**, its officials, officers, employees, agents and volunteers (collectively hereinafter the "CITY"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from any and all liability and expense including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions for **CONTRACTOR**, its officers, employees, subcontractors or agents on account of the performance or character of this work.

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

Citywide Tree Maintenance Services Agreement
Trimming Land Company, Inc.
Resolution No. _____

11. INSURANCE:

A. CONTRACTOR, by executing this Agreement, hereby certifies:

(1) *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of the work of this Contract."*

(2) **CONTRACTOR** further agrees to require all subcontractors to carry Worker's Compensation Insurance as required by the Labor Code of the State of California.

B. Without limiting **CONTRACTOR's** indemnification of the **CITY**, **CONTRACTOR** shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by **CONTRACTOR** or **CONTRACTOR's** agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:VII." Such evidence shall specifically identify this Agreement and shall contain express conditions that the **CITY** is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. Failure on the part of the **CONTRACTOR** to procure or maintain insurance shall constitute a material breach upon which the **CITY** may immediately terminate this Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the **CITY**.

1. **Coverage's and Limits.** **CONTRACTOR** will maintain the types of coverage's and minimum limits indicated below, unless Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on **CONTRACTOR's** indemnification obligations under this Agreement. **CITY**, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by **CONTRACTOR** pursuant to this Agreement are adequate to protect **CONTRACTOR**. The coverage will contain no special limitations on the scope of its protection to the above-designated insureds except for Workers Compensation insurance. **CONTRACTOR** will obtain occurrence coverage, which will be written as claims-made coverage. If **CONTRACTOR** believes that any required insurance coverage is inadequate, **CONTRACTOR** will obtain such additional insurance coverage, as **CONTRACTOR** deems adequate, at **CONTRACTOR's** sole expense.

2. **Commercial General Liability Insurance.** \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

Citywide Tree Maintenance Services Agreement
Trimming Land Company, Inc.
Resolution No. _____

3. **Automobile Liability.** \$1,000,000 combined single-limit per accident for bodily injury and property damage. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

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

5. **Endorsements.** For Commercial General Liability Insurance and Automobile Liability Insurance, **CONTRACTOR** will ensure and provide **CITY** with copies of endorsement page(s) that specify the policies are endorsed as follows:

.a The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named and covered as “**additional insureds**” with respect to liability arising out of the activities of the **CONTRACTOR**.

.b The insurer waives all rights of subrogation against the **CITY**.

.c Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **CITY**.

.d Identities of the insured(s).

Prior to City's execution of this Agreement, Contractor will furnish certificates of insurance and endorsements to City.

12. **PERMITS AND LICENSES:**

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

Upon execution of this Agreement, the **CONTRACTOR** shall show evidence of a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

13. **WARRANTIES:**

CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the **CONTRACTOR**, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the **CONTRACTOR**, any fee, commission, percentage, brokerage fee, gift or contingent fee. For breach or violation of this warranty, the **CITY** has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

14. **COMPLIANCE WITH LAW:**

Citywide Tree Maintenance Services Agreement
Trimming Land Company, Inc.
Resolution No. _____

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal laws, including compliance with the Air Quality Management District (AQMD) standards and orders.

15. WAIVERS:

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

16. TERMINATION:

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

A. The **CONTRACTOR** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

B. The **CONTRACTOR** persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

C. The **CONTRACTOR** fails to perform or breaches any material obligation under this Agreement, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

D. Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. If the **CITY** gives such notice of termination, **CONTRACTOR** shall cease immediately all work in progress, unless otherwise directed by the **CITY**. **CONTRACTOR** will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. **CITY** will make the final determination as to the portions of tasks completed and the compensation to be made.

17. AMENDMENTS:

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

18. GOVERNING LAW AND SEVERABILITY:

**Citywide Tree Maintenance Services Agreement
Trimming Land Company, Inc.
Resolution No. _____**

This Agreement shall be governed by and construed under the laws of the State of California. 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 un-excised portion, can be reasonably interpreted to give effect to the intentions of the parties.

19. CONTRACTOR's BOOKS AND RECORDS:

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

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

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

20. EXAMINATION AND AUDIT:

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

21. EXTENT OF AGREEMENT:

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the **CITY**.

Incorporated herein and made a part hereof is the **CITY's "Request for Quotation for Tree Maintenance Services for the CITY of Compton"** and the **CONTRACTOR's Proposal for "Tree Maintenance Services"** (dated August 8, 2013).

22. NOTICES:

Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission;

Citywide Tree Maintenance Services Agreement
Trimming Land Company, Inc.
Resolution No. _____

and effective three (3) business days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONTRACTOR:

TRIMMING LAND COMPANY, INC.
10513 Dolores Avenue
South Gate, California 90280
(800) 378-7332
(323) 569-3747 – fax.
Attn: Basilio Martinez, Chief Executive Officer

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director of Public Works/Municipal
Utilities
(310) 605-5505
(310) 761-1417 – fax.

NOTE: A copy of any notice provided to the Director of Public Works shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

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.

23. CERTIFICATIONS:

CERTIFICATIONS OF CONTRACTOR

I, Basilio Martinez, **HEREBY CERTIFY** that I am the Chief Executive Officer, and duly authorized representative of the **CONTRACTOR** firm of **TRIMMING LAND COMPANY, INC.**, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) 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 Contractor) to solicit or secure this agreement; nor

(b) 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

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

DEBARMENT AND SUSPENSION CERTIFICATION

Citywide Tree Maintenance Services Agreement
Trimming Land Company, Inc.
Resolution No. _____

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Basilio Martinez, Chief Executive Officer

(Date)

24. CLAIMS AND LAWSUITS:

By signing this Agreement, **CONTRACTOR** agrees that any Agreement claim submitted to **CITY** must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. **CONTRACTOR** acknowledges that if a false claim is submitted to **CITY** by **CONTRACTOR**, it may be considered fraud and **CONTRACTOR** may be subject to criminal prosecution. **CONTRACTOR** acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a

Citywide Tree Maintenance Services Agreement
Trimming Land Company, Inc.
Resolution No. _____

public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If **CITY** seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. **CONTRACTOR** acknowledges that the filing of a false claim may subject **CONTRACTOR** to an administrative debarment proceeding as the result of which **CONTRACTOR** may be prevented to act as a **CONTRACTOR** on any public work or

improvement for a period of up to five (5) years. **CONTRACTOR** acknowledges debarment by another jurisdiction is grounds for **CITY** to terminate this Agreement.

25. MISCELLANEOUS:

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

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

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

TRIMMING LAND COMPANY, INC.
CONTRACTOR

Dated: _____

By _____
Basilio Martinez, Chief Executive Officer

CITY OF COMPTON
Recommended for Approval:

By _____
Glen W.C. Kau, P.E., Director
Public Works & Municipal Utilities

Dated: _____

Approved by:

Dated: _____

By _____
G. Harold Duffey, City Manager

#9.

Citywide Tree Maintenance Services Agreement
Trimming Land Company, Inc.
Resolution No. _____

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk