

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, September 02, 2014 3:30 PM

HEARING(S)

OPENING

MOMENT OF SILENCE

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. June 19, 2014 - Special
June 24, 2014
June 30, 2014 - Special
July 1, 2014
July 8, 2014
July 15, 2014
July 22, 2014

REPORTS OF OFFICERS AND COMMISSIONS

CITY CONTROLLER

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AND ADOPTING THE ANNUAL APPROPRIATION LIMIT
FOR FISCAL YEAR 2014-2015

CITY TREASURER

3. INVESTMENT REPORT (June 2014) **Receive/File**

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND CITY COUNCIL

4. REMOVAL OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES

ACCEPT THE RESIGNATION OF Tamara Moore - Block Club Commission

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

CLOSED SESSION

5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Western States Petroleum Assoc. v. City of Compton, BC552272
Pursuant to California Government code Section 54956.9(a)

UNFINISHED BUSINESS

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO CITYWIDE VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF OFFICE SUPPLIES AND SERVICES FOR FISCAL YEAR 2014-2015
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT \$56,642 FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) NATIONAL TRANSIT DATA (NTD) FUNDS, AMEND THE PUBLIC WORKS/MUNICIPAL UTILITIES BUDGET AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2011-2012

8. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON LEVYING A MUNICIPAL TAX RATE FOR THE FISCAL YEAR 2014-2015
9. 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 FOR PURCHASING WATER FOR THE 2014-15 FISCAL YEAR
10. 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 FOR \$2,000,000 FOR GROUNDWATER PRODUCTION ASSESSMENT FEES FOR THE 2014-15 FISCAL YEAR
11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO QUANTUM CONSULTING, INC. FOR THE PREPARATION OF PLANS AND SPECIFICATION FOR DESIGN OF WATERMAIN REPLACEMENT FOR THE ORIS/WINONA ALLEY PROJECT CIP# 14-180)
12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF EQUARIUS WATERWORKS FOR \$59,718.38 TO FURNISH AND DELIVER LEAD-FREE MULTI-JET OR POSITIVE DISPLACEMENT WATER METERS FOR FISCAL YEAR 2014-15
13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT'S 2014-2015 FISCAL YEAR BUDGET, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO AMERICAN ASPHALT SOUTH FOR THE 2014 STREET RESURFACING PROJECT (CIP# 14-01).
14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF APA ENGINEERING, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE 2014 STREET RESURFACING PROJECT (CIP# 14-01) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT

APPROVAL OF WARRANTS

15. Warrant: #222638 - Date: 07/24/14 - Name: 1st PMF Bancorp - Service - Basic Life Support - Amount: \$69,402.30 - Requested by: Fire Department

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, September 09, 2014 @ 5:45 PM.

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

JUNE 19, 2014

A Special City Council meeting was called to order at 3:36 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led 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

It was motioned by Zurita, seconded by Galvan, to reconvene the City Council meeting held Tuesday, June 17, 2014, by the following vote on roll call:

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

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS - There were no public comments on agenda items and non-agenda matters.

CONSENT AGENDA

END CONSENT AGENDA

REGULAR AGENDA

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

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

UNFINISHED BUSINESS

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ADOPTING THE BUDGET FOR FISCAL YEAR 2014-2015 (ITEM CONTINUED
FROM CITY COUNCIL MEETING HELD JUNE 17, 2014)

City Manager Duffey reported that City staff revised the proposed 2014-2015 Fiscal Year budget and submitted a new document to the City Council with one change.

Kelly Montgomery, Assistant City Manager, announced that the City will fund Careerlink operations for one full year at \$296,797; totaling \$448,006 including retirement which does not impact the General Fund.

City Manager Duffey also reported a General Fund fund balance of \$141,250.

Councilperson Arceneaux asked the City Manager to verify whether or not the Public Works and Water Department \$2.1M expenditure budget is included in General Fund total expenditure costs. City Manager Duffey replied affirmatively.

Mayor Brown made reference to the General Fund 5-Year Revenue Forecast budget and asked the City Manager to explain what he attributes to the decline in property taxes after the 2014-2015 Fiscal Year.

#1.

City Controller Ajobiewe explained that property tax retirement revenue was added to the 2014-2015 Fiscal Year budget, however going forward it will be allocated directly into the retirement fund which is why the General Fund revenue forecast is reduced in the following years. Furthermore, if pension legislation is passed it will lower the amount the City receives in revenue.

Mayor Brown asked the City Controller if the Fire Department's 5-year permit fees increase is attributed to enhancements in the 2014-2015 Fiscal Year budget. City Controller Ajobiewe replied affirmatively.

Mayor Brown requested clarity in terms of the proposed increase in legal recovery fee revenues.

City Controller Ajobiewe attributed the legal recovery fee increase to revenues received during this fiscal year but documented in the following year's budget.

City Attorney Cornwell also noted that the reported \$434,000 deals with a property tax error issued by the County of Los Angeles which came in during the month of May 2014 representing three years of calculation issues.

Mayor Brown asked if there were any changes to the Proposition A Grant fund expenditure budget besides the \$500,000 draw down and \$3M allocated for Public Works' salaries and projects.

City Manager Duffey answered that there have been no changes to this section of the budget; and that the Public Works budget is funded by special funds i.e., Measure R, Proposition 42, Proposition C and gas tax funds.

Mayor Brown requested the average annual amount the City receives in Proposition A and Proposition C funds. City Controller Ajobiewe replied that the City receives \$1.4M in Proposition A funds and \$1.2M in Proposition C funds.

Mayor Brown asked if there would be any issues next year if 100% of Public Works projects and staffing is funded by Proposition A and Proposition C funds. City Controller Ajobiewe answered that grant funding allocations will be dispersed over several years; and that capital improvement plan funding will roll over into the following year's budget if not expended.

Mayor Brown asked the City Controller if the same principle applies for Measure R funding.

City Controller Ajobiewe replied affirmatively.

Mayor Brown went on to request information regarding the projects to be funded by EDA Revolving Loan Funds. City Manager Duffey answered that there are no projects committed to this fund at this time.

Councilperson Arceneaux asked the City Manager if the City could use remaining property tax funds not being allocated to former Compton Police Department employees' pension funds. City Manager Duffey replied that any remaining balances will be allocated back into the retirement fund.

Councilperson Arceneaux asked the City Manager if he would be making a recommendation to adjust the assessment. City Manager Duffey remarked that if pension legislation is successful he will have recommendations regarding the over-collections of the retirement fund, however if it not successful, the City will potentially have to raise the rate to meet its obligations because one third of the assessment will go towards another purpose.

Councilperson Arceneaux asked when the item will be presented to the City Council. City Manager Duffey indicated that the item will be presented to the City Council in September 2014.

Mayor Brown requested an explanation as to the \$500,000 grant in the Planning Department for the Compton Creek.

Robert Delgadillo, Director of Planning, explained that \$495,000 will pay for the actual construction of Phase III of the Compton Creek and contingency costs with \$5,000 going towards administrative costs.

Councilperson Arceneaux requested a brief PowerPoint presentation in the near future regarding the design plans for the Compton Creek and how the money will be spent.

Mayor Brown asked the City Manager if he is currently considering an upgrade in Channel 36 service quality.

City Manager Duffey remarked to Mayor Brown that he was unable to move forward with the Request For Proposal (RFP).

Mayor Brown asked the City Manager if the City still has the \$200,000 available for cable services. City Manager Duffey replied affirmatively and that it would fall into the fund balance.

Councilperson Zurita asked if some of the money could be used for advertising. City Manager Duffey replied affirmatively.

Councilperson Jones asked the City Council to consider a policy resolution that establishes what the fund balance should be in the City of Compton.

Councilperson Zurita proposed that the policy resolution be implemented in September 2014 in an effort to place limitations on budget amendments.

Councilperson Jones requested the status of the completion of the 2011-12 and 2012-13 Fiscal Year audits because of its negative impact on the City's ability to acquire grant funding.

City Manager Duffey replied that the auditor has indicated that once the City approves its payment schedule and he receives the signed resolution, he will send it directly to NGO so that the 2011-12 financials will be released.

Councilperson Jones requested the status of completion for the 2012-13 Fiscal Year audit.

City Controller Ajobiewe remarked that the auditor has indicated that he will begin the audit for the 2012-2013 Fiscal Year once the 2011-2012 Fiscal Year audit is released.

Councilperson Jones asked how that would impact the City's financial situation.

City Manager Duffey answered that the completion of the 2011-2012 Fiscal Year audit will aid in the City's ability to acquire grant funding.

Councilperson Jones requested the completion date for the 2011-2012 Fiscal Year audit.

City Manager Duffey stated that he anticipates the release of the 2011-2012 Fiscal Year audit to be July 1, 2014.

City Attorney Cornwell reported the following amendments to the proposed 2014-2015 Fiscal Year budget:

- Motion to reduce the City' Attorney Department's Object Expenditure Code 4268 to the amount of \$1,600,742.00;
- Motion to increase the City Attorney's Department Object Expenditure Code 4171 Overtime Fund to the amount of \$15,000.00;

#1.

- Motion to direct the City Controller to establish an Employee Medical and Labor Compensation (EMLC) fund and direct revenue from the City's General Fund share of Redevelopments Pension Levy proceeds;
- Motion that Object Expenditure Code Number 4253-Electricity shall authorize payments to Southern California Edison;
- Motion that Object Expenditure Code Number 4259-Water shall authorize payments to the Water Agency or Department providing Water related services to the City of Compton;
- Motion that job classifications listed within a department's personnel summary may be underfilled with a lower position in the same family classification;
- Motion that City of Compton employees holding Successor Agency classified positions shall not be displaced by the adoption of the Fiscal Year 2014-2015 Successor Agency budget and;
- Motion to authorize budgetary transfers within a department's operations and maintenance approved appropriation level shall not require City Council action.

Mayor Brown expressed concerns for interdepartmental budget transfers with regard to large budgets and issues related to transparency.

City Attorney Cornwell reported that departments will not be allowed to transfer more than what is authorized by City Council. Moreover, Mr. Cornwell emphasized that departments will still need to have contracts between the City of Compton and outside contractors approved by the City Council.

Councilperson Zurita asked the City Attorney if he reviewed the logistics of this action to ensure it is legal to transfer funds interdepartmentally. City Attorney Cornwell replied affirmatively.

Discussions ensued regarding reasonable grounds to transfer funds for operations and maintenance activities, whether or not the current budget modification process works as it relates to policy, and how the City Council will be made aware of departmental budget transactions.

Mayor Brown requested quarterly reports from the City Controller's Office as an agenda item to ensure that both the council and the citizens are made aware of transfers related to operations and maintenance modifications and warrant activity.

Mayor Brown also stated that she would prefer to wait until she has the opportunity to review the Successor Agency budget prior to adopting the 2014-2015 Fiscal Year General Fund budget to ensure that all conceivable issues related to full-time staff in that department are addressed.

Councilperson Zurita remarked that the Successor Agency budget is a separate item.

Mayor Brown indicated that changes to the Successor Agency budget could potentially affect regular employees working in that Agency and ultimately impact the General Fund.

Councilperson Arceneaux stated that she would also like to give the City Manager an opportunity to present the proposed 2014-2015 Fiscal Year Successor Agency budget.

Councilperson Zurita asked Councilperson Arceneaux if she was willing to wait if the Successor Agency budget is not presented during the next City Council meeting.

Councilperson Arceneaux replied affirmatively.

Mayor Brown maintained that City Council members have not been given a draft, preliminary, or presentation of the proposed Successor Agency 2014-2015 Fiscal Year budget which causes her to question what the real issues are, considering six budget workshops have been held.

Mayor Brown reiterated her request and motioned to continue this item until the City Council reviews the proposed 2014-2015 Successor Agency budget tentatively scheduled for the June 24, 2014 City Council meeting.

On motion by Arceneaux, seconded by Brown (who stepped from the chair), to table this item until the June 24, 2014 City Council meeting, by the following vote on roll call:

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

NEW BUSINESS - There was no New Business.

COUNCIL COMMENTS - There were no Council Comments.

ADJOURNMENT

On motion by Arceneaux, seconded by Zurita, the meeting was adjourned at 5:10 p.m., by the following vote on roll call:

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

Clerk of the City of Compton

Mayor of the City of Compton

JUNE 24, 2014

The City Council meeting was called to order at 5:45 p.m. in the Council Chambers of the City Hall by Mayor Aja Brown.

ROLL CALL

Council Members Present: Galvan, Arceneaux, Jones, Brown

Council Members Absent: Zurita

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

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. CERTIFICATE PRESENTATION - Compton Creek Equestrian Trail Clean-up - Richland Farms Volunteers - Councilperson Yvonne Arceneaux (Presentation made)
2. CERTIFICATE PRESENTATION - Commission for Women recognition to graduates of the Mentoring Program - Councilperson Galvan presented on behalf of Councilperson Zurita (Presentation made)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, advised the City Council against voting on Item No. 12, citing that money could not be transferred to an agency that ceased to exist. He also suggested that City Council postpone voting on the General Fund budget because of its impact on the Successor Agency budget which is not listed on the agenda. He questioned if eight trucks were needed to deliver water and requested an update on 950 West Alondra Boulevard.

Tony Hicks, member of the Compton 125 Committee, thanked everyone that participated in and helped coordinate the many Compton 125 Committee events held to commemorate the City of Compton's 125th Anniversary. He commented on the statewide Local Control Funding Formula (LCFF) system and Digital Accountability Transparency Act (DATA) Act and proposed that both the City and the school district implement the DATA Act to allow for greater transparency.

Reverend Charles Brown, Compton 125 Committee organizer, thanked the Mayor and City Council, City Manager, and City Attorney for their support of the Compton 125 events held in the City of Compton. Mr. Brown also recognized the General Services and Parks and Recreation departments for their efforts to ensure the success of the year-long events; and further acknowledged the creation of the Compton 125 Historical Society. He also invited the community to attend the Compton 125 Historical Society's first meeting to be held Thursday, July 10, 2014 in the new community center at 6 p.m.

Carol Almeda, community organizer for the Asian American drug abuse program, informed the City Council of a youth purchase survey conducted in the City of Compton between the months of June and November 2013; wherein 28 out of 104 tobacco retailers were willing to sell tobacco-related products to under-aged youth.

Ariel Dean, Compton resident and youth purchase survey participant, petitioned the City Council to find ways to ensure that the tobacco retailers permit ordinance is enforced to reduced the youth's access to tobacco-related products.

Councilperson Arceneaux recommended the City implement a taskforce to ensure the enforcement of the City's tobacco retailer's permit ordinance.

Mayor Brown also recommended that this item be added to the Community Policing Taskforce meeting agenda.

#1.

Benjamin Holifield, Compton resident, requested an update on the moratorium he requested on all smoke shops in the City of Compton months ago. He also requested that the gate adjoining the Metro BlueLine and Crystal Casino be opened and asserted that he would personally look into the issue because it has been several months since he first requested the report from the City Manager. He made mention of Douglas Dollarhide Drive in the Compton Plaza and asked that the Douglas Dollarhide name be transferred to the new community center.

Cheyenne Brown, Miss Compton 2014, invited the community to support the 2015 Miss Compton pageant to be held Saturday, August 16, 2014 at the Compton Banquet Hall on Long Beach Boulevard. Miss Brown went on to announce that she completed her junior year from California State University Northridge with a 3.2 grade point average and that she would be competing in the Miss Black California pageant November 28-30, 2014.

E. F. Muhammad Martinez, co-founder of KTNG860 AM radio, encouraged the Latino and African American community to remain united amidst the people that would like to divide them.

William Kemp, Compton resident, announced that he was disappointed with the budget hearings and the lack of figurative information provided to the residents. Mr. Kemp articulated concerns regarding the merger of many departments which would allow the City Manager to spend money without first obtaining City Council approval. He petitioned the City Manager to be transparent and also willing to explain how the taxpayers' money is being spent.

Minnie Sawyer, Compton resident, complimented Lorraine Cervantes, Brenda Postelle and the Assistant City Manager for their efforts to uplift the Villa Nursing Home residents.

Lorraine Cervantes, Compton resident, requested a detailed report regarding the account information related to Item Nos. 9, 10 and 11. She also asked that the City Manager be transparent when answering questions regarding the budget. She also requested an explanation in detail regarding the City Manager's \$6M budget, the non-departmental \$11.5M budget, and the Mayor and City Council's \$1M budget.

Shyra Mills, Compton resident, Director Compton Welfare Rights Organization, petitioned the City Council to assist her in the dissolution of the organization as of June 30, 2014 due to inadequate funding.

Mayor Brown notified Ms. Mills that a staff representative would be available in the foyer to obtain her information.

Shawn McDonald, Compton resident, invited the youth to participate in a Gumbo Pot Productions "Hip Hop Workshop" to be held Monday, July 7, 2014 at Utopia Dance Studio located at 1951 West Carson Street, Torrance, California.

Michael Turner, Compton resident, petitioned Councilperson Jones to help the City Manager open the gate adjoining the Artesia BlueLine Station and Crystal Casino. He also encouraged the community to join the National Association for the Advancement of Colored People (NAACP) Compton Branch.

Joyce Kelly, Compton resident, maintained that citizens should have an opportunity to address the new amendments to the proposed 2014-2015 Fiscal Year budget. She cited issues with the figures listed under the personnel summary and funding distribution list and contended discriminatory salaries for a female African American director and a male Caucasian director. She also noted a salary increase for elected officials and the addition of the mayor's secretary position.

Lynn Boone, Compton resident, made reference to Item No. 13 on the agenda and notified the seniors that the taxi service would not be operating in the City of Compton due to non-payment. She agreed with Mr. Ray that Items 9, 10 and 11 represent excessive spending for vehicles and equipment and urged the citizens to remember that City Manager illegally merged together the Public Works and Water Departments to make the City appear to have more money. She referenced Item No. 12 and maintained that the City Manager is still addressing a letter dated April 16, 2014 when the City received a letter dated May 16, 2014 from the Department of Finance.

CONSENT AGENDA

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

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

NOES: Council Members - None

ABSENT: Council Members - Zurita

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

3. INVESTMENT REPORT - May 2014 **(Received/Filed)**

HUMAN RESOURCES

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2014-2015 **(Resolution # 23,971)**

END CONSENT AGENDA

REGULAR AGENDA

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

CITY ATTORNEY'S REPORTS

CLOSED SESSION

5. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
One (1) Potential Case
Pursuant to Government Code Section 54956.9(b)

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

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

NOES: Council Members - None

ABSENT: Council Members - Zurita

UNFINISHED BUSINESS

6. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 30-21.8(B) OF CHAPTER 30 (ZONING CODE) OF THE COMPTON MUNICIPAL CODE TO REVISE REGULATIONS FOR THE CONSTRUCTION OF RESIDENTIAL DRIVEWAYS ON LOTS WITH LESS THAN FIFTY (50) FEET OF STREET FRONTAGE WIDTH **(Second Reading)**

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 - Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita

#1.

On motion by Arceneaux, seconded by Jones, **Ordinance #2,251** entitled "**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 30-21.8(B) OF CHAPTER 30 (ZONING CODE) OF THE COMPTON MUNICIPAL CODE TO REVISE REGULATIONS FOR THE CONSTRUCTION OF RESIDENTIAL DRIVEWAYS ON LOTS WITH LESS THAN FIFTY (50) FEET OF STREET FRONTAGE WIDTH (Second Reading)**" was adopted, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Zurita

7. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 31-1.11 OF CHAPTER 31 (RUNOFF POLLUTION CONTROL) OF THE COMPTON MUNICIPAL CODE - REQUIRING LOW IMPACT DEVELOPMENT CONTROLS AND ESTABLISHING A "GREEN STREET" POLICY IN COMPLIANCE WITH THE MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ("MS4") FOR LOS ANGELES COUNTY **(Second Reading)**

Glen Kau, Director of Public Works, offered a brief Power Point presentation on the history of the proposed ordinance to establish a "Green Street" policy in compliance with the municipal separate storm sewer system permit for the County of Los Angeles.

Councilperson Arceneaux asked Mr. Kau if he would be installing breaks and screens on all City drains. Mr. Kau replied that all catch basins within the City have screens.

Councilperson Arceneaux also asked Mr. Kau if he conducted assessments on all of the City's catch basins. Mr. Kau replied that an assessment was conducted before he began working for the City of Compton which indicated how they were installed. Furthermore, Mr. Kau explained that because debris still gets into the catch basins they are cleaned out four times a year to ensure additional controls.

Councilperson Arceneaux maintained that she has personally seen storm drains without screens and asked that citizens report them to the City at (310) 605-5500.

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 - Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita

On motion by Arceneaux, seconded by Jones, **Ordinance # 2,252** entitled "**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 31-1.11 OF CHAPTER 31 (RUNOFF POLLUTION CONTROL) OF THE COMPTON MUNICIPAL CODE - REQUIRING LOW IMPACT DEVELOPMENT CONTROLS AND ESTABLISHING A "GREEN STREET" POLICY IN COMPLIANCE WITH THE MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ("MS4") FOR LOS ANGELES COUNTY (Second Reading)**" was adopted by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Zurita

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2014-2015 (Continued to Monday, June 30, 2014 at 3 p.m.)

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

Councilperson Galvan asked that this item be continued to Monday, June 30, 2014 at 3 p.m. to allow Councilperson Zurita the opportunity to make comments.

Councilperson Arceneaux and Councilperson Jones withdrew their motions.

Councilperson Jones asked the City Manager if any adjustments were made to adequately staff the grants department.

Assistant City Manager Montgomery informed the City Council that the grants manager is requesting three positions; office aide (full-time), program development specialist (part-time) and grants coordinator (part-time). In addition, the recommendation is that the two part-time positions become full-time once grant funding is acquired. The total recommended cost from the General Fund is \$45,000.

Councilperson Arceneaux announced that the proposed 2014-2015 Fiscal Year Successor Agency budget is now complete and should be available for review.

Mayor Brown requested the following information be brought back during the special City Council meeting scheduled for Monday, June 30, 2014, due to concerns of duplicity.

General Services' Department Operations and Maintenance Object codes: 4226, 4229, and 4236; and Contract Services Object codes: 4262 and 4269.

Mayor Brown also asked that the revised 2014-2015 Fiscal Year budget be made available on the City's website.

On motion by Galvan, seconded by Arceneaux, a special City Council meeting was scheduled for Monday, June 30, 2014 at 3 p.m., by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Zurita

On motion by Arceneaux, seconded by Jones, a special Successor Agency meeting was scheduled for Monday, June 30, 2014 at 2:45 p.m., by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Zurita

NEW BUSINESS

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO TRANSFER FUNDS BETWEEN ACCOUNTS AND ISSUE A PURCHASE ORDER TO YALE/CHASE EQUIPMENT SERVICES, INC. FOR THE PURCHASE OF ONE (1) BUCKET BROOM AND THREE (3) HEAVY EQUIPMENT TRAILERS FOR THE WATER UTILITY DIVISION

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

Chad Blais, Deputy Director of Public Works and Municipal Utilities, offered a brief PowerPoint presentation regarding the need to purchase equipment and vehicles for the Water Department.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,972** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO TRANSFER FUNDS BETWEEN ACCOUNTS AND ISSUE A PURCHASE ORDER TO YALE/CHASE EQUIPMENT SERVICES, INC. FOR THE PURCHASE OF ONE (1) BUCKET BROOM AND THREE (3) HEAVY EQUIPMENT TRAILERS FOR THE WATER UTILITY DIVISION**" was approved, by the following vote on roll call:

#1.

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

NOES: Council Members - None

ABSENT: Council Members - Zurita

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO TRANSFER FUNDS BETWEEN ACCOUNTS AND ISSUE A PURCHASE ORDER TO WINNER CHEVROLET FOR THE PURCHASE OF THREE (3) NEW HEAVY DUTY WATER SERVICE TRUCKS FOR THE COMPTON WATER UTILITY DIVISION

Chad Blais, Deputy Director of Public Works and Municipal Utilities, offered a brief PowerPoint presentation as to the need to purchase equipment and vehicles for the Water Department.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,973** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO TRANSFER FUNDS BETWEEN ACCOUNTS AND ISSUE A PURCHASE ORDER TO WINNER CHEVROLET FOR THE PURCHASE OF THREE (3) NEW HEAVY DUTY WATER SERVICE TRUCKS FOR THE COMPTON WATER UTILITY DIVISION**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Zurita

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO TRANSFER FUNDS BETWEEN ACCOUNTS AND ISSUE A PURCHASE ORDER TO WONDRIES FLEET GROUP FOR THE PURCHASE OF FIVE (5) NEW LIGHT DUTY WATER SERVICE TRUCKS FOR THE COMPTON WATER UTILITY DIVISION

Chad Blais, Deputy Director of Public Works and Municipal Utilities, offered a brief PowerPoint presentation as to the need to purchase equipment and vehicles for the Water Department.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,974** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO TRANSFER FUNDS BETWEEN ACCOUNTS AND ISSUE A PURCHASE ORDER TO WONDRIES FLEET GROUP FOR THE PURCHASE OF FIVE (5) NEW LIGHT DUTY WATER SERVICE TRUCKS FOR THE COMPTON WATER UTILITY DIVISION**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Zurita

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN THE CAPACITY OF HOUSING SUCCESSOR ACCEPTING THE TRANSFER OF HOUSING ASSETS FROM THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176 **(Removed per the City Attorney)**

APPROVAL OF WARRANTS

13. Warrant #221912 - 6/11/14 - 1st PMF Bancorp - Emergency transportation and basic life support - \$63,081.83 - Requested by: Fire

Warrant #222011 - 6/18/14 - Springbrook Software Annual Maintenance - Annual Maintenance for cashier system - \$6,674.92 - Requested by: Treasurer

Warrant #222015 - 6/18/14 - Voyager Inc. - Fuel for City Vehicles - \$15,000.00 - Requested by: Public Works

Warrant #222020 - 6/18/14 - Administrative Services Co-Op - Senior and disabled Dial-A-Taxi Transportation Services - \$6,173.75 - Requested by: Water

Warrant #222022 - 6/18/14 - All Star Interpreting - Spanish interpreting service City Council Meetings - \$2,250.00 - Requested by: City Clerk

Total Amount - \$93,180.50

On motion by Jones, seconded by Arceneaux, the above warrants were approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Zurita

COUNCIL COMMENTS

Councilperson Galvan offered the following communications/announcements:

- Presented the City Manager with a list of 21 homes in need of repair and/or maintenance in the Second District.
- Announced that a Second District Clean-Up will be held Saturday, July 12, 2014
- Encouraged the community to join the NAACP Compton Branch.
- Requested an update on his request to establish a reward for the Compton restaurant owner that was murdered last week.
 - **City Manager Duffey** indicated that he did not have an update at this time.

Meeting adjournments:

Edna Knowles

Councilperson Arceneaux offered the following communications/announcements:

- Free AIDS Testing will be provided at the Farmer's Market Thursday, June 26, 2014 from 12 p.m. to 4 p.m. to include raffles for a car, iPads and more.
- Gumbo Pot Productions Hip Hop Workshop will be held Monday, July 7, 2014. For more information please call (818) 570-3193.
- Asked the City Manager to amend the preferential parking permit so that it does not require the applicant's social security number.
- Directed the City Manager to bring back an action item transferring the Dollarhide name to the new community center.

Councilperson Jones offered the following communications/announcements:

- First Black and Gold Spring Gala will be held Friday, June 27, 2014 from 10 a.m. to 2 p.m. at the new community center. For more information, please call (310) 605-5688.

#1.

- Announced the grand opening celebration for the new Chipotle restaurant located in the Gateway Towne Center to be held Wednesday, June 25, 2014.

Meeting adjournments:

Claudia Brown

Ruth Bass

Mayor Brown offered the following communications/announcements:

- Recommended that the former building be named after the first female African American Mayor Doris Davis.
- Commented on the 2014 Compton Empowerment Youth Summer Experience in which 30 Compton Unified School District students are mentored, attend field trips, receive tips on entrepreneurship and stipends for their participation.
- Acknowledged the Junetenth celebration held last week which commemorates the announcement of the abolition of slavery in the United States of America.
- Directed the City Manager to contact Union Pacific regarding the maintenance of Alameda Street and to propose a program that reuses that piece of land at no cost to the City.

The meeting recessed to closed session at 8:06 p.m. and reconvened at 10:18 p.m.

AYES: Council Members - Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita, Galvan, Arceneaux, Jones

REPORT OUT OF CLOSED SESSION

City Attorney Cornwell reported out that council met in closed session to consider Conference with legal counsel - anticipated litigation, wherein one potential case was discussed. No reportable action was taken pursuant to Government Code Section 54956.9(b).

ADJOURNMENT

The meeting adjourned at 10:19 p.m. for lack of a quorum in memory of **Claudia Brown, Ruth Bass, and Edna Knowles.**

Clerk of the City of Compton

Mayor of the City of Compton

JUNE 30, 2014

A Special City Council meeting was called to order at 5:10 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

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, asked the City Manager if all city employees would receive a raise July 1, 2014 as per the 2014-2015 fiscal year budget. He also commented that while the City pays only \$19M to the Sheriffs' department, it provides \$40M worth of services.

Lynn Boone, Compton resident, maintained that the Department of Finance needs to be notified prior to the structure at 950 West Alondra being demolished. She went on to state that she has yet to review an updated version of the 2014-2015 fiscal year budget, in print or online and asserted that the audience comments section is useless without accurate information.

Emily Hart-Holifield, Compton resident, cautioned the City Council against making a last minute decision on the budget. She maintained that she has a vested interest in the City and to see monies being distributed to the same people and organizations year after year is very disturbing. She went on to question why the budget amendments reflect a reduction in funds to the chambers at \$25,000 a year. She suggested the City Council evaluate the City Manager and collectively come together to formulate a plan for him so that in the event he decides he does not want to be in compliance with their requirements they can fire him without paying him anything.

Barbara Calhoun, Compton resident, encouraged the City Council to make the best decision based upon the data provided; or otherwise amend the budget at a later date.

CONSENT AGENDA – There were no Consent Agenda items.

REGULAR AGENDA

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

CITY ATTORNEY'S REPORTS - There were City Attorney's Reports.

UNFINISHED BUSINESS

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ADOPTING THE BUDGET FOR FISCAL YEAR 2014-2015

Councilperson Arceneaux asked the City Manager if it was customary for cities to have more than one chamber of commerce.

City Manager Duffey replied affirmatively citing thriving memberships as a caveat for cities to consider when allocating funding.

Councilperson Arceneaux stated that she recalls a higher funding allocation for the chambers.

City Manager Duffey indicated that during the June 3, 2014 budget workshop staff indicated to City Council members that the numbers should have been \$25,000.

Councilperson Galvan requested the purpose of allocating funds to chambers of commerce.

#1.

Executive Secretary Duffey stated that it is imperative that cities partner with the local businesses through a relationship with the chamber of commerce.

Councilperson Galvan requested the chamber requirements for receiving funding from the City.

City Manager Duffey explained that requirements could be written into the contract.

Councilperson Galvan asked the City Manager if businesses can only receive assistance from the City if they are a part of a chamber of commerce.

City Manager Duffey indicated that businesses do not have to be a part of a chamber in order to receive assistance from the City.

Councilperson Galvan proposed that all chamber of commerce organizations receive funding in accordance to the requirements set forth by the City of Compton.

Mayor Brown recommended the City Council develop the components of an economic strategy for the chambers that builds them out over a period of time, identifies partnership parameters, and develops an agreement with each so that they are paid based upon agreement requirements.

Councilperson Galvan also proposed the establishment of a business commission representative of each district.

Mayor Brown asked if management is coming back with a recommendation to improve and enhance the quality of services provided by Channel 36. City Manager Duffey stated that the goal is to establish a relationship with the city of Long Beach so that they can perform an assessment of the equipment and make recommendations.

Councilperson Arceneaux asked the City Manager to explain why parking control officers and security officers are listed under the City Manager's budget.

City Manager Duffey explained that those positions were listed under the City Manager's budget when Municipal Law Enforcement Services (MLES) was disbanded and that his intent is to work with the supervisor and streamline the operations to make it as efficient as possible.

Councilperson Arceneaux expressed a concern for the City Manager's budget increasing 16 positions. City Manager Duffey assured Councilperson Arceneaux that they will be managed by the security services supervisor.

Councilperson Arceneaux proposed that those positions as well as code enforcement be moved into the City Attorney's Office so that he can manage them.

Mayor Brown agreed with the comments made by Councilperson Arceneaux citing concerns for efficiency if those positions are left under the City Manager's Office.

Discussions continued regarding the fate of parking officials, security officers and code enforcement and whether or not it is in the best interest of the City to list them under the City Manager's Office or the City Attorney's Office.

Councilperson Arceneaux motioned to move the department formerly known as MLES (code enforcement, parking and security officers) under the City Attorney's Office.

City Attorney Cornwell announced the following amendments to the 2014-2015 fiscal year budget and requested motions a follows:

On motion by Zurita, seconded by Galvan, to reduce the City Attorney Department's Object Expenditure Code 4268 to the amount of \$1,600,742.00, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

On motion by Zurita, seconded by Jones, to increase the City Attorney's Department Object Expenditure Code 4171 Overtime Fund to the amount of \$15,000.00, by the following vote on roll call:

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

On motion by Zurita, seconded by Jones, job classifications listed within a department's personnel summary may be under filled with a lower position in the same family classification, by the following vote on roll call:

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

On motion by Zurita, seconded by Jones, Object Expenditure Code Number 4253-Electricity shall authorize payments to Southern California Edison, by the following vote on roll call:

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

On motion by Zurita, seconded by Galvan, Object Expenditure Code Number 4259-Water shall authorize payments to the Water Agency or Department providing Water related services to the City of Compton, by the following vote on roll call:

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

On motion by Zurita, seconded by Galvan, to direct the City Controller to establish an Employee Medical and Labor Compensation (EMLC) fund and direct revenue from the City's General Fund share of Redevelopments Pension Levy proceeds, by the following vote on roll call:

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

On motion by Arceneaux, seconded by Jones, Object Expenditure Code Number 4238 in City Manager's budget shall be limited to special events listed on Mayor and Council special events projections for 2014-2015 document unless amended by City Council (not to exceed \$150,000), by the following vote on roll call:

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

On motion by Zurita, seconded by Jones, Object Expenditure Code Number 4196 shall be increased \$35,000 for Vision Insurance, by the following vote on roll call:

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

On motion by Zurita, seconded by Arceneaux, divisions formerly under Municipal Law Enforcement Services, Parking, Security and Code Enforcement will be listed in Department 42 City Attorney's Office, by the following vote on roll call:

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

#1.

Councilperson Galvan maintained that the City Manager is aware of his concerns and that he would hold him accountable for them.

Councilperson Arceneaux voiced her approval of the budget even though she wanted to transfer code enforcement to the City Attorney's Office.

Mayor Brown echoed the sentiments of her colleagues regarding the preparation of the budget citing her own concerns for timeliness.

Councilperson Jones asked the City Attorney to prepare a resolution for City Council consideration to establish a minimum fund balance each year.

On motion by Zurita, seconded by Galvan, **Resolution # 23,975** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2014-2015**" 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

NEW BUSINESS

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TRANSFERRING FUNDS BETWEEN ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO AMEND THE SOFTWARE LICENSE AND MAINTENANCE AGREEMENT WITH HYLAND SOFTWARE FOR THE PURCHASE OF TEN (10) ADDITIONAL USER LICENCES FOR SIRE PAPERLESS AGENDA SOFTWARE APPLICATION

On motion by Arceneaux, seconded by Jones, **Resolution # 23,976** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TRANSFERRING FUNDS BETWEEN ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO AMEND THE SOFTWARE LICENSE AND MAINTENANCE AGREEMENT WITH HYLAND SOFTWARE FOR THE PURCHASE OF TEN (10) ADDITIONAL USER LICENCES FOR SIRE PAPERLESS AGENDA SOFTWARE APPLICATION**" 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

***Councilperson Galvan exited the meeting at 6:46 p.m.**

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Thanked the budget team, City Manager Duffey and his staff for the preparation of a transparent and legible budget.

Councilperson Arceneaux offered the following communications/announcements:

- Recognized the budget team for their hard work.

Councilperson Jones offered the following communications/announcements:

- Thanked the budget team, City Manager Duffey and the City Council for their efforts to move the City forward collectively.

Mayor Brown offered the following communications/announcements:

- Thanked the budget team, Assistant City Manager Montgomery, and all of the department heads willing to make the sacrifices necessary to get the job done.

ADJOURNMENT

On motion by Jones, seconded by Arceneaux, the meeting was adjourned at 6:48 p.m., by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Galvan

City Clerk of the City of Compton

Mayor of the City of Compton

JULY 1, 2014

The City Council meeting was called to order at 3:52 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies was also led 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 - Update on Parks and Recreation Programs

Marvin Hunt, Interim Parks and Recreation Department, presented an update on the various youth, young adult and family-oriented programs scheduled for the 2014-2015 fiscal year at all Compton parks.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, recognized the City Clerk's 30 years of exemplary service to the citizens of Compton. He also asked that the Parks and Recreation Department cut the grass and trim the hedges at Jackie Robinson stadium. He further admonished the City Manager for presenting the budget at the last minute and asked that staff update the City's website.

Sean Patterson, Vice President of Compton Fire Fighters Local 2216, petitioned the City Council to restore and provide \$1M to the Compton firefighters as promised per their side letter agreement signed two years ago.

Mayor Brown asked that a report be brought back in the next two weeks regarding the status of the Compton firefighter's side letter agreement so that City Council can consider what needs to be done to move towards what was promised two years ago by the City of Compton. In addition, Mayor Brown directed the City Manager to meet with the City Attorney and bargaining team to present a payment schedule to include in the internal borrowing schedule.

City Manager Duffey explained that labor negotiations began today and that the \$1M referred to by Mr. Patterson is based upon minimum staffing levels. Mr. Duffey also affirmed that the only item that has yet to be restored is staffing, and that consequently five positions were added to the budget; of which the fire department was notified that staff would conduct a survey of the surrounding cities to determine how much they should be compensated.

Benjamin Holifield, Compton resident, recognized the exemplary service provided by Compton firefighters even with minimum staffing. He went on to announce that the Compton Business Chamber of Commerce would be sponsoring the Parks and Recreation Double Dutch contest. He proposed that the City work diligently to improve the facade of Compton Boulevard and acknowledged the regular maintenance of Successor Agency vacant lots. He asked that the City ensure that privately owned properties are maintained as well and proposed a dream boulevard in the City that signifies the pride of each of the four Districts.

Eunis Obu, Compton resident, thanked the Compton Fire Department for being instrumental in saving her son's life after he was shot eleven times by Sheriffs' deputies. She went on to explain how difficult it was for her to obtain information about her son from medical professionals at the hospital where he was admitted; and that the following morning police officials drew their guns down on her daughter, raided her home, and never told her why. She indicated how she felt violated by their actions and that she did not give them permission to treat her as a third class citizen. She contended that the City Council has a duty to hold the Sheriffs' Department accountable for their actions and conceded that their inaction shows that they are just as guilty as the Sheriff's deputies that shot her son.

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Mayor Brown assured Ms. Obu that the appropriate authorities have been contacted to ensure any wrongdoing on the part of the Sheriffs' department is addressed.

Coach Gerald Pickens, Compton Baseball Academy Teams (CBATS), thanked the Mayor and City Council for their support of the CBATS organization. He also voiced a concern for young men that lack the opportunity to play baseball based solely on financial need. He mentioned having a meeting with Artey Marino last week and petitioned City Council members to attend future meetings to help him advocate for a dream baseball field.

Floyd Smith, Compton resident, warned that young men ages 15-25 are ruthlessly being targeted by law enforcement officials. He indicated that when requesting a police report the deputy insulted him by asking if he took psychiatric drug medication. He also noted that he has a problem with the method Sheriffs' deputies use to pull over drivers. He insisted that citizens do not deserve this type of treatment and asked Mayor Brown to address this issue expeditiously.

Michael Turner, Compton resident, requested the status of the casino gate opening and reported that he received several phone calls about Sheriffs' deputies harassing people parked in front of their homes. He encouraged citizens to complain about improper treatment from Sheriffs' deputies because the complaints are not being filed.

City Manager Duffey reported that Metro would have to spend several hundred thousand dollars to retrofit the entrance/exit gate; in addition to that the casino owner would like to see plans as to how that area will be managed.

William Kemp, Compton resident, asked the City Attorney to address the status of Measure I as it relates to the Sheriff Department's contract. He went on to advocate for the Compton Fire Department citing that they are one of the only departments in the City that generate revenue upwards of \$2M a year.

Joyce Kelly, Compton resident, demanded that City Council members restore Compton's firefighters because they are short-staffed, love Compton, and put their lives on the line every day.

Mr. Roman, Compton firefighter, notified the City Manager and City Council that the City of Compton has breached their contract as of today. He clarified that 17 firefighters are needed to restore the fire department and mentioned that they receive approximately 30% less than firefighters in the surrounding cities. He indicated that he had in his possession a ten city salary survey for the City Manager to review and maintained that all of the information needed to make a decision has been available for years.

Councilperson Arceneaux requested the number of firefighters needed to make the Compton Fire Department whole.

Jon Thompson, Fire Chief, answered that twelve positions are needed for minimum staffing.

Councilperson Arceneaux requested the current number of firefighters and requested the staffing required proportionate to the number of citizens in the community.

Fire Chief Thompson answered that they currently have 21 employees and the standard indicates that four personnel per vehicle/apparatus is the optimal number.

Lorraine Cervantes, Compton resident, maintained that the Compton Fire Department is the finest agency in Southern California. She petitioned the City Council to work together to make them whole and contended any instructions to mandate the opening of the gate leading into the Gateway Towne Center.

Lynn Boone, Compton resident, asked the City Attorney why Item No. 8 needs to be addressed today. She acknowledged the City Clerk's 32 years of service to the community and asked what year she decided against purging the voter registration rolls. She alleged that the Sheriffs' Department's contract has no figures and that they do not protect and serve the citizens. Ms. Boone also advocated for the Compton Fire Department citing the many times they have visited her home for her father, mother and brother.

City Clerk Godwin maintained that she has addressed Ms. Boone's concerns on several occasions and suggested Mr. Ray explain the law in hopes that maybe she will believe him.

Ashley Eve, Compton Sounders Drill Team representative, thanked the City Council for acknowledging their forty years of positivity and influence in the community with a generous monetary contribution.

3:40 P.M. - ESTABLISHMENT OF A CITY POLICY GOVERNING DISTRIBUTION OF COMPLIMENTARY TICKETS AND PASSES

Chief Deputy City Attorney Ruth Rugley offered an oral presentation regarding a proposed resolution that will establish a written policy for the City of Compton which will govern the distribution of complimentary tickets and passes to certain individuals in accordance with the Political Reform Act and regulations adopted by the Fair Political Practices Commission.

This Policy shall be applicable to every officer, agent and employee of the City who is obligated to file an Annual Statement of Economic Interests (Form 700) under state law or the City's current Conflict of Interest Code.

This Policy governs the distribution of complimentary tickets received by the City that are either:

1. Gratuitously provided to the City by an outside source;
2. Acquired by the City by purchase for fair market value;
3. Acquired by the City as consideration pursuant to the terms of a contract for the use of a City venue or because the City controls the event; or
4. Acquired and distributed by the City in any other manner consistent with this Policy.

This Policy does not apply to:

1. Any other item of value provided to the City or any City Official, regardless of whether received gratuitously or for which consideration is provided.
2. Tickets provided by sources other than the City.
3. Tickets received by a City Official from the City where both the City Official and the City treat and report the value of the Ticket as income consistent with applicable state and federal income tax laws and the Ticket is reported as income pursuant to the provisions of this Policy.

*Tickets distributed by the City for which the City receives reimbursement from the City Official shall not be subject to the disclosure provisions set forth herein.

Official Duties; Ceremonial Roles.

A ticket provided to a City Official and one (1) guest of the official for his or her admission to a facility, event, show or performance for an entertainment, amusement, recreational or similar purpose at which the official performs a ceremonial role on behalf of the City is not a gift as long as the City complies with the posting and disclosure requirements as provided in this Policy.

General Provisions.

No Right to Tickets: The use of complimentary tickets is a privilege extended by the City and not the right of any person to which the privilege may from time to time be extended.

Limitation on Transfer of Tickets: Tickets distributed to a City Official pursuant to this Policy shall not be transferred to any other person, except to members of such City Official's Immediate Family solely for their attendance at the event. If a City Official transfers a Ticket he or she has received from the City to another person (except as otherwise provided for herein), as opposed to returning the Ticket to the City for redistribution, then the value of the Ticket or Tickets he or

#1.

she transfers shall constitute a gift to him or her and shall be reportable as provided by the regulations of the FPPC.

Prohibition Against Sale of or Receiving Reimbursement for Tickets: No person who receives a Ticket pursuant to this Policy shall sell or receive reimbursement for the value of such Ticket.

Ticket Administrator.

The City Council delegates the authority to the City Manager or his/her designee to be the Ticket Administrator for purposes of implementing the provisions of this Policy.

The Ticket Administrator shall have the authority, in his or her sole discretion, to establish procedures for the distribution of Tickets in accordance with this Policy. Such authority includes the power to distribute such a Ticket to the City Manager provided that doing so is otherwise consistent with this Policy. All requests for Tickets that fall within the scope of this Policy shall be made in accordance with the procedures established by the Ticket Administrator.

The Ticket Administrator shall determine the face value of Tickets distributed by the City for purposes of Sections 7.A and 7.B of this Policy.

The Ticket Administrator, in his or her sole discretion, may revoke or suspend the Ticket privileges of any person who violates any provision of this Policy or the procedures established by the Ticket Administrator for the distribution of Tickets.

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. May 20, 2014 (**Approved**)
May 27, 2014 (**Approved**)
June 17, 2014 (**Approved**)

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND CITY COUNCIL

3. APPOINTMENT(S) OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES

APPOINTMENT OF MAYOR PRO-TEM

On motion by Arceneaux, seconded by Zurita, Dr. Willie O. Jones was appointed Mayor Pro-Tem, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

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

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

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH TGIS CATERING TO MANAGE CATERING SERVICES FOR THE COMPTON COMMUNITY CENTER

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

George Penn, Director of Parks and Recreation, presented a staff report on the topic of selecting a catering company (TGIS) for the community center.

Councilperson Galvan asked Dr. Penn why the initial contract is for five years. Dr. Penn explained that there are several requirements and investments made on the part of TGIS which equates to them making their investment back in five years.

Mayor Brown requested a pricelist and asked if outside food could be brought into the facility.

Dr. Penn answered that food could not be brought into the facility.

Kerry J., TGIS Catering Services, assured Mayor Brown that their price point is fair and consistent with an inclusive pricing package to include: staffing, tables, chairs, linens and meals.

Dr. Penn also noted that there would be a varying scale for non-profit organizations, Compton residents, and senior citizens.

Councilperson Zurita inquired about community organizations using the community center and bringing in their own drinks and desserts. Dr. Penn reported that those items do not have to be purchased from the catering service.

Councilperson Zurita expressed concerns for members of organizations on low incomes hosting their celebrations at the community center and proposed a shorter contract in all fairness to the Compton community.

Mayor Brown proposed an option that allows visitors to determine whether or not they want to use the catering service, otherwise she cannot approve a resolution without a pricelist.

Councilperson Zurita proposed that one of the rooms in the community center be designated solely for the purposes of pot luck celebrations.

Mayor Brown also proposed a \$500 deposit for food brought into the facility.

City Manager Duffey noted that TGIS' business model is that they need a certain number of activities in order to invest in the facility.

Mayor Brown asked that the item be brought back to include pricing packages for community groups, non-profit organizations, church organizations, large events, and non-residents.

Councilperson Zurita also proposed a \$10 meal plan for senior citizen clubs.

Councilperson Jones asked that the proposal include specific exemptions and maximum price points charged.

Dr. Penn indicated that once a contract is agreed upon TGIS will be locked into that price which cannot be changed without the City's approval.

#1.

Councilperson Jones asked Dr. Penn if there are a minimum number of activities required in the contract.

Dr. Penn confirmed that there is no minimum however it is in the best interest of the City that several events be held in the facility.

Councilperson Arceneaux withdrew her motion.

Councilperson Jones withdrew his motion.

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO MELVINNA SHARP FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2014-2015

Councilperson Galvan requested the cost of the contract and whether or not the translation of agendas in Spanish is included.

City Clerk Godwin answered that this service only pertains to the transcription of meetings into minutes with a flat rate of \$800 per week to include all boards and commissions.

Councilperson Galvan asked if this service could be performed in-house.

City Clerk Godwin indicated that this service serves the office best by contracting the service out which also includes streamlining to the internet and uploading feeds to the City's website.

Councilperson Galvan inquired about internet feed interruptions. City Clerk Godwin explained that interruptions occur due to an outdated system that needs a total upgrade to continue to show live feeds of the council meetings on the internet.

Councilperson Zurita questioned why the City needs to upgrade its system.

City Manager Duffey answered that during the third quarter report the City Council authorized an increase in the City's bandwidth, however the City is 80% ready to implement a new web page to be hosted by a third party provider.

Councilperson Jones inquired about the legislative bodies the contractor transcribes.

City Attorney Cornwell stated that the legislative bodies include: Housing Development Commission, Public Finance Authority, Compton Gaming Commission, Urban Community Development Commission and City Council.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,977** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO MELVINNA SHARP FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2014-2015" 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 ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO GENERAL PUMP COMPANY, INC. FOR THE REPAIR AND REHABILITATION OF GROUNDWATER WELL NO. 11

Councilperson Zurita requested the location of the well.

Chad Blaise, Deputy Director of Public Works, reported that well no. 11 will be located at 841 West Greenleaf Boulevard.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,978** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO GENERAL PUMP COMPANY, INC. FOR THE REPAIR AND REHABILITATION OF GROUNDWATER WELL NO. 11**" 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 SUPPORTING THE PASSAGE OF CALIFORNIA SENATE BILL (SB) 935 TO INCREASE THE STATE'S MINIMUM WAGE STRUCTURE

On motion by Arceneaux, seconded by Jones, **Resolution # 23,979** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING THE PASSAGE OF CALIFORNIA SENATE BILL (SB) 935 TO INCREASE THE STATE'S MINIMUM WAGE STRUCTURE**" 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 ADOPTING A POLICY REGARDING THE DISTRIBUTION OF COMPLIMENTARY TICKETS AND PASSES PURSUANT TO FAIR POLITICAL PRACTICES COMMISSION REGULATION 18944.1

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,980** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A POLICY REGARDING THE DISTRIBUTION OF COMPLIMENTARY TICKETS AND PASSES PURSUANT TO FAIR POLITICAL PRACTICES COMMISSION REGULATION 18944.1**" 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. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS AND ISSUE PURCHASE ORDERS TO AON RISK INSURANCE SERVICES WEST, INC. AND FIRST INSURANCE FUNDING CORP. TO RENEW THE CITY OF COMPTON'S INSURANCE POLICY PORTFOLIO

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,981** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS AND ISSUE PURCHASE ORDERS TO AON RISK INSURANCE SERVICES WEST, INC. AND FIRST INSURANCE FUNDING CORP. TO RENEW THE CITY OF COMPTON'S INSURANCE POLICY PORTFOLIO**" 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

#1.

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN THE CAPACITY OF HOUSING SUCCESSOR ACCEPTING THE TRANSFER OF HOUSING ASSETS FROM THE SUCCESSOR AGENCY PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176

On motion by Arceneaux, seconded by Jones, **Resolution # 23,982** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN THE CAPACITY OF HOUSING SUCCESSOR ACCEPTING THE TRANSFER OF HOUSING ASSETS FROM THE SUCCESSOR AGENCY PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176**" 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 WARRANTS - There were no warrants to be approved.

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Congratulated Councilperson Jones on the success of the first event held at the new community center.
- Partnered with Hub City Autism Network to host free swim lessons for children with special needs at Gonzales Park from 9 a.m. to 10:30 a.m. until August 30, 2014.
- Special Needs Support Group meetings will be held on the first Friday of every month beginning August 1, 2014 at the new community center from 6 p.m. to 7 p.m. For more information contact Kiera Jo at (310) 605-5510.
- First District Townhall meeting will be held Wednesday, July 16, 2014 at Gonzales Park from 6 p.m. to 7 p.m. For more information contact the townhall sheriff at (310) 605-6578.

Meeting adjournments

Dr. Lawrence Freeman

W. J. Osborne

Councilperson Galvan offered the following communications/announcements:

- Attended the National Association of Latino Elected Officials (NALEO) Conference in San Diego, California.
- Raffle off a 2014 Kia and 5-day cruise at the Compton Farmer's Market.
- Attended the Chipotle grand opening as well as the Compton United Cheer competition last Sunday.
- Enlightened the City Manager on the condition of Leuders Park during an event over the weekend and requested a new pool slide and maintenance of a nearby alley.
- Asked that the pool slide at Leuders Park be made free to all attendees.
- Requested the status of a reward he wants offered for the murder of a Compton business owner.
 - City Manager Duffey indicated that he would bring back an update.

- Asked that code enforcement address the blighted property at Rosecrans and Willowbrook.
- Compton's Farmer's Market will be offered every Thursday from 12 p.m. to 7 p.m.
- Invited the community to participate in the At-Risk Basketball League offered every Thursday at Wilson Park from 6 p.m. to 9 p.m.
- Summer Pool Party and BBQ will be held at Leuders Park Saturday, July 26, 2014

Coming Soon

Y.A.L. Boxing Clinic

Movie Night in Leuders Park

Diabetes Awareness Event

Councilperson Arceneaux offered the following communications/announcements:

- Attended the Farmer's Market AIDS Awareness event last Thursday and the first Compton Fire Department Aerial Teen Certification Disaster Simulation and Graduation ceremony held at the Compton airport.

***Councilperson Galvan exited the meeting at 7:05 p.m.**

- Commented on the accomplishments and life of Dr. Lawrence Freeman.

Councilperson Jones offered the following communications/announcements:

- Commented on the success of the first Black & Gold Ball held at the new community center wherein the following fathers were honored: Frank Derozan, Joey Davis Sr., Tommy Prince, and Maxcy Filer.
- Announced the 238th anniversary of the signing of the Declaration of Independence.
- Offered his sympathy and prayers to the families of the youths wounded and murdered in the officer-involved shooting.

Chairperson Brown offered the following communications/announcements:

- Keynote speaker for the Compton Fire Department Aerial Teen Certification Disaster Simulation and Graduation event, YouthBuild Graduation Ceremony, Black Probation Officer Association Scholarship Breakfast, and the California Attorney General Kamilla Harris 50th Anniversary Civil Rights event.
- Part Two of the Healthy Compton Campaign Coordination meeting will be held July 16, 2014 in the community room at 6 p.m.
- Monthly Prayer for Peace event will be held July 28, 2014 in front of the MLK monument at 7 p.m.
- Requested a review of the Union Pacific contract to ensure the maintenance of the Alameda Corridor.
- Coordinating Quarterly Townhall meetings with Inspector General Max Huntsman to address officer-involved shootings and preventative approaches to decreasing gang activity.
- Movie in the Park will be held Thursday, July 18, 2014 at Gonzales Park at 7 p.m.

Resident concerns

Alarm malfunction at the Transit Center twice a week

ADJOURNMENT

On motion by Arceneaux, seconded by Zurita, the meeting was adjourned at 7:26 p.m. in memory of **Dr. Lawrence Freeman** and **W.J. Osborne**, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Galvan

City Clerk of the City of Compton

Mayor of the City of Compton

JULY 8, 2014

The City Council meeting was called to order at 6:47 p.m. in the Council Chambers of City Hall by Mayor Aja Brown.

ROLL CALL

Council Members Present: Zurita, Arceneaux, Jones, Brown
Council Members Absent: Galvan

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

INTRODUCTION OF SPECIAL GUESTS

Mayor Brown acknowledged Compton Superior Court Judge Kelvin Filer in the audience.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, referenced a recent officer related shooting at Poinsettia and Palmer Street and advised citizens with questions or suspicions that Sheriffs' deputies are acting inappropriately to contact the Office of Independent Review at (323) 890-5425.

David Irons, Compton resident, encouraged the community to protest against the use of Genetically Modified Organisms (GMOs) in the American food supply.

Benjamin Holifield, Compton resident, informed City Council members that the City of Compton sign previously referred to during a commission meeting was located approximately 40 feet in the air on City-owned property behind the Olympic rings. He went on to suggest that the City train and educate existing employees that can render services back to the community instead of hiring or contracting out with people and entities outside the City. Finally, he questioned how the City could successfully do business without first prioritizing a clean, safe and friendly community.

Clinton Stewart, Compton resident, asked that the City continue to clean up Sebrie Park at least every other week in addition to purchasing trash cans. He also asked that the City repair the streets on Grandee Street because the potholes are enormous. He proposed that City departments work together to report and eradicate blight, trim trees, establish an Oversight Committee and make Animal Control accountable for stray animals in the neighborhood.

Mayor Brown notified Mr. Stewart of an Oversight Committee already established and that the goal of the City Council is to clean up the City as well as determine the deficiencies that cause blight in the City.

Councilperson Arceneaux mentioned the establishment of a Public Works Commission to address issues with the City's infrastructure.

Senita Farley, Rancho Dominguez resident and representative of Restoration Diversion Services, thanked the City Council and City Manager Duffey for their efforts to assist her organization in attaining a facility to continue their work with women affected by sex-trafficking.

E. F. Muhammad Martinez, co-founder of KTNG860AM radio, accused this City Council of unjustly withholding the fulfillment of Proposition B in the City of Compton.

City Attorney Cornwell referred Mr. Martinez to Section 500 of the City Charter.

Lorraine Cervantes, Compton resident, maintained that she is not the only person to be given 'the finger' by the First District representative. She denied any request for a public apology and asked that the City Attorney establish sanctions for members of the City Council.

Michael Turner, Compton resident, maintained that he is satisfied with Animal Control’s 48 hour response time. He also recognized and commended Councilperson Galvan for making the business community a priority.

Joyce Kelly, Compton resident, petitioned the elected officials to address their efforts to earn their salaries besides attending City Council meetings four times a month. She inquired about the proposed Anti-Bullying policy for city employees and maintained that it is a waste of time unless the crime is sex-related.

Lynn Boone, Compton resident, advised Mayor Brown to refrain from voting on Item No. Three because she attends the same church as the organization’s representative. She also spoke in opposition to Animal Control’s contract renewal because they receive \$400,000 a year and report the same number of animals picked up every year. She inquired about any issues related to the Transit Center and affirmed that councilpersons should be held accountable for reporting issues in their District instead of establishing a commission to do the same job.

CONSENT AGENDA

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

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

APPROVAL OF MINUTES

- 1. June 10, 2014 **(Approved)**

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

- 2. CLAIMS AGAINST THE CITY OF COMPTON

Taishaun Gray v. City of Compton - Claim No. I-8671/LI0000360A
Imani Gray v. City of Compton - Claim No. I-8672/LI0000361A
Akyla Gray v. City of Compton - Claim No. I-8673/LI0000362A
Suraya Gray v. City of Compton - Claim No. I-8674/LI0000363A
Elsie Norris v. City of Compton - Claim No. I-8675/LI0000364A
(Claims denied)

END CONSENT AGENDA

REGULAR AGENDA

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

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

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

- 3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON
AND RESTORATION DIVERSION SERVICES

On motion by Zurita, seconded by Jones, **Resolution # 23,983** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND RESTORATION DIVERSION SERVICES**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Galvan

Mayor Brown declared the exemplary and much-needed service provided by Restoration Diversion Services; in addition they are comprised of a staff of volunteers that present a great model for other agencies to replicate across the country. Moreover, Mayor Brown made mention that Ms. Farley attends another church and that this organization is not operated by Faith Inspirational Church.

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES

Councilperson Zurita asked the City Manager to address whether or not this contract amount is in the budget and if this is a special services contract

City Manager Duffey answered that the contract amount is supported by the City Clerk's budget.

City Attorney Cornwell confirmed that this is a special services contract.

Councilperson Zurita expressed a concern for this contract amount and asked if an employee could perform these services.

City Manager Duffey indicated that this company is a certified translation company whereas a city employee may not be certified.

City Attorney Cornwell also noted that additional compensation paid to employees for translation services accompanies their current job position. Furthermore; there is no position specific to council meetings.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,984** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES**" was approved, by the following vote on roll call:

AYES: Council Members - Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO IMPLEMENT A WORKPLACE ANTI-BULLYING POLICY FOR EMPLOYEES OF THE CITY OF COMPTON

City Attorney Cornwell presented a brief summary on the origin of this resolution, as well as authorizations and implementation of a standard operating policy to address anti-bullying in the workplace.

Councilperson Zurita conceded that the City's harassment policy adequately covers issues related to anti-bullying; and that this policy could offer employees another avenue to file lawsuits against the City.

Mayor Brown explained that the recommendation is to develop a form of policy that pre-empts unnecessary or unwarranted lawsuits that occur within the workplace.

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On motion by Jones, seconded by Arceneaux, **Resolution # 23,985** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO IMPLEMENT A WORKPLACE ANTI-BULLYING POLICY FOR EMPLOYEES OF THE CITY OF COMPTON**" was approved, by the following vote on roll call:

AYES: Council Members - Arceneaux, Jones, Brown

NOES: Council Members - Zurita

ABSENT: Council Members - Galvan

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TRANSFERRING THE NAME OF THE DOLLARHIDE CENTER TO THE NEW COMPTON COMMUNITY CENTER, CONSISTENT WITH THE FACILITY NAMING POLICY ADOPTED BY THE COUNCIL ON JUNE 10, 2014.

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

Councilperson Arceneaux requested staff's proposal for the new community center.

City Manager Duffey answered that the recommendation indicates that the community center will be named the Douglas Dollarhide Community Center.

Councilperson Zurita motioned to name the facility Douglas Dollarhide Senior/Community Center; it was seconded by Arceneaux.

Councilperson Arceneaux proposed that the existing Dollarhide Neighborhood Center name be transferred to the new community center.

Councilperson Zurita withdrew her motion.

Councilperson Arceneaux withdrew her motion.

It was moved by Jones, seconded by Brown (who stepped away from the chair), to name the new community center the Douglas F. Dollarhide Community Center.

On motion by Jones, seconded by Brown, **Resolution #23,986** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TRANSFERRING THE NAME OF THE DOLLARHIDE CENTER TO THE NEW COMPTON COMMUNITY CENTER, CONSISTENT WITH THE FACILITY NAMING POLICY ADOPTED BY THE COUNCIL ON JUNE 10, 2014**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Galvan

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

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Welcomed Love Peace & Happiness Family Christian Fellowship Church to the City of Compton.
- Asked Captain McCray to educate the community on the Sheriffs' Department's plan to address crime in the First District.
 - **Captain McCray** announced the Sheriffs' Department's plan of action to address the recent gang-related shootings in the First District.

- Discussed the importance of installing surveillance cameras around the City.
 - **Mayor Brown** requested a written timeline for the installation of the surveillance cameras.
 - **Councilperson Arceneaux** cited a sense of urgency in the community and proposed a collaborative effort by local and state government agencies to address the affects of the early release program in addition to a study being performed on why Compton harbors this kind of element.
 - Mayor Brown also cited efforts to support a program for gang intervention and prevention working directly with law enforcement.

Councilperson Arceneaux offered the following communications/announcements:

- Mentioned attending the Metropolitan Water District (MWD) meeting today at Union Station to discuss water conservation as it relates to California's drought.
- Third District Community Townhall meeting will be held July 17, 2014 at Burrell McDonald Park from 6 p.m. to 7 p.m.
- Requested information related to Third District representation on the Block Club Commission.
 - **Mayor Brown** stated that an item would be placed on the agenda to invite more citizens to apply for the various seats on the various commissions and boards.
- Asked the City to consider adopting an ordinance that bans plastic bags in the City of Compton.
- Read a letter from the Los Angeles County Regional Park Open Space District awarding a grant in the amount of \$300,000 to the Compton Campfire Regional Activity Center.
- Thanked Assistant City Manager Kelly Montgomery, Renee Ferrell, Robert Delgadillo, and Cynthia Macon for their contributions that lead to saving this historical site.

Meeting adjournments

Charles Frederick Fox

Councilperson Jones offered the following communications/announcements:

- Recognized Sheriffs' Deputy Irma Reyes and her recent recovery from cancer as well as the retirement for Compton Community College administrator Ronald Butler.

Mayor Brown offered the following communications/announcements:

- Healthy Compton Community Coordination meeting will be held July 16, 2014 at 6 p.m.
- Prayer for Peace will be held Monday, July 28, 2014.
- Inquired about a noise ordinance specific to motorcycles.
- Thanked the following partners and sponsors of the Compton Empowered 2014 Summer Youth Experience: Cliff's Texas Style Burritos, Dominos Pizza, Faith Inspirational Church, Our Lady of Victory Church, Panda Express, Wells Fargo Bank, local college coordinators, Port of Los Angeles, Community College of Compton and Pacific Coast Waste & Recycling.
- Assured the residents that she utilizes her own resources when traveling.

#1.

- Announced that Compton will have priority access to \$1.3 billion dollars of a 12 community industrial partnership instituted and established by Vice President Biden.
- Assemblyman Steve Bradford will be hosting a Regional Utility Townhall meeting to be held Saturday, July 19, 2014 at Hawthorne Memorial Park from 10 a.m. to 12 p.m.

Meeting adjournments
Darren Little

City Attorney Cornwell offered the following communications/announcements:

- Acknowledged his father Pastor Raymond Cornwell's 90th birthday.

ADJOURNMENT

On motion by Zurita, seconded by Arceneaux, the meeting was adjourned at 8:27 p.m. in memory **Charles Frederick Fox** and **Darren Little** and in celebration of life for **Pastor Raymond Cornwell 90th birthday**, by the following vote on roll call:

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

City Clerk of the City of Compton

Mayor of the City of Compton

JULY 15, 2014

The City Council meeting was called to order at 3:45 p.m. in the Council Chambers of City Hall by Mayor Pro-Tem Willie Jones. The Moment of Silence and Pledge of Allegiance were also led by Mayor Pro-Tem Willie Jones.

ROLL CALL

Council Members Present: Zurita, Galvan, Arceneaux, Jones

Council Members Absent: Brown*

Other Officials Present: C. Cornwell, V. McDaniel, G. H. Duffey

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. POWERPOINT PRESENTATION - Gateway Cities COG Website Presentation Jack Joseph, Victor Grgas and Daniel Payan

Victor Grgas, representative of the Gateway Cities Council of Governments (COG), introduced the new Gateway COG Property Site Selector website (www.gatewaycogsiteprospector.org) to the citizens of Compton.

***Mayor Brown entered at 3:53 p.m.**

SPECIAL PRIVILEGE - National Association For The Advancement Of Colored People (NAACP) Beverly Hills/Hollywood Branch, Ron Hasling

Ron Hasling and Paulette Gibson, president of the NAACP Compton Branch presented the City Council with a list of individuals that have had their memberships suspended.

2. PRESENTATION - Mayor's Compton Empowered Scholars

Mayor Brown recognized the program coordinator Nina and the youth currently working on their capstone projects to be presented to the Compton community.

3. ORAL PRESENTATION - Altamed Senior Citizen Healthcare Provider, 1776 East Century Boulevard.

Robert Aleniece, AltaMed Medical Center representative, invited the City Council to attend the grand opening of the facility to be held Friday, July 18, 2014 from 10 a.m. to 12 p.m.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, requested the resignation of Councilperson Zurita due to a picture circulating the internet inciting unethical and unprofessional behavior. He went on to thank the staff members responsible for cleaning up Olympic Park and also asked that the City Manager authorize the removal of ash trays near City Hall. He further announced the 7-week Community Academy which is scheduled to begin July 30, 2014 at the Youth Athletic League and the National Night Out event to be held Tuesday, August 5, 2014 in the Compton Gateway Towne Center Target parking lot.

Paulette Gibson, President of the Compton NAACP, introduced the chair members of the organization and addressed a statement made by Michael Turner during the June 24, 2014 City Council meeting. She indicated that Mr. Turner's membership was suspended effective October 2012 to October 2017 on the national level for misrepresenting himself as an authorized agent of the Compton Branch in addition to misusing the branch tax identification number, letterhead, logo and telephone number.

#1.

Benjamin Holifield, Compton resident, recognized Mayor Brown's vision for the Compton Empowered Scholars program and articulated his enjoyment in seeing the youth participate in something positive. He asked that counterproductive ideas be kept out of the Council Chambers and believed the City had enough resources to employ at least 4,000 residents through collaborative efforts with local business owners.

Rodney Andrews, Compton resident, commended Councilperson Arceneaux for launching the clean canal projects and Councilperson Zurita for creating swim events for special needs children at Gonzales Park. He defended the work and reputations of the elected officials and applauded Councilperson Galvan for his recognition of the special needs community.

T. Winn, Oxygen Network representative, petitioned the City Council to allow her cohorts the opportunity to paint a larger than life-size mural in and around Gonzales Park for their Street Art Competition Oxygen Network finale.

Mayor Brown expressed concerns for the short notice, in terms of structure availability and coordination of efforts for a meaningful outreach to the community.

Assistant City Manager Montgomery referred Ms. Winn to Assistant City Manager Ford.

Coach Pickens, Compton Baseball Academy Teams (CBATS), thanked Councilperson Zurita for her efforts to bring CBATS back to Jackie Robinson stadium. He made mention of the Dodgers donation of 240 tickets, five buses and \$1000 Dodger dollars. Mr. Pickens also articulated his appreciation to the City Council for their support and asked that the baseball fields be improved to ensure the success of their cancer awareness and Christmas toy giveaway games during the holiday season.

Mayor Brown commended Coach Pickens for his dedication to Compton's youth.

Eunice Obu, Compton resident, spoke in regards to an officer involved shooting that wounded her son June 24, 2014.

Marjorie Shipp, Compton resident, spoke in opposition to the trash company's 1.82 percent increase effective July 1, 2014. She cited incidents of poor service, damaged trash bins and a need for accountability.

City Manager Duffey indicated that he would follow-up with the trash company regarding the concerns expressed by Ms. Shipp.

Valeria Dudley, Compton resident, encouraged Mayor Brown to remain diligent in matters involving the budget and when representing the City. She advised the members of the City Council to turn off their microphones when not addressing the public and echoed the comments made by Ms. Shipp concerning the City's trash company.

Minnie Sawyer, Compton resident, petitioned the members of the community to pray that her radio station KTYM "Uplifting Lost Souls With A Message" broadcast comes back on the air.

Michael Turner, Compton resident, alleged that he had proof of Paulette Gibson withdrawing \$3,800 from the bank which represented 48 NAACP memberships; and after reporting her to the police department the national and state level NAACP dismissed it and suspended him.

Lawrence Darrington, Compton resident and author, commended Councilperson Zurita for saving his life and for helping countless others in the community.

Joanne Hartfield, Compton resident, articulated her support for the Zurita family and questioned the fuss over a 'finger'.

Laneka Pope, Compton resident, asserted that she appreciates the fact that Councilperson Zurita is approachable, visible in the community and connected to the citizens.

Adrian Cleveland, SEIU Chief Stewart for Compton Unified School District, recognized Councilperson Zurita for being instrumental in supporting the Compton Unified School District special needs programs, cancer walks and crime prevention town hall meetings.

Barbara Torres, President of SEIU Local 99, thanked Mayor Brown for donating funds towards a field trip to the Museum of Tolerance for a special needs organization. She also recognized Councilperson Galvan for his accomplishments as well as Councilperson Zurita for her efforts to bring awareness to autism. She encouraged the City Council to work together as a collective body to move the City forward.

Jackie Brown, Board member for SEIU, thanked the Mayor and City Council for their service to the Compton community.

Consequela Evans, founder of Hub City Autism Network, introduced a Special Needs Swim Adventure Club partnership with Councilperson Zurita. She also announced the creation of an Autism Movement program and Back-to-School Resource Fair to be held during the month of August.

Joyce Kelly, Compton resident, maintained that it is uncouth for an elected official to give audience members 'the finger'. She affirmed that she has only seen the people that spoke on behalf of Councilperson Zurita maybe once or twice in ten years in the Council Chambers. She contended that the Christmas parade would probably travel down Alameda Street again because Compton Boulevard is still in disrepair. She requested the amount Danny Bakewell owes the City and demanded the City fix the streets and/or find the bond money allocated towards that specific purpose.

Lynn Boone, Compton resident, maintained that in the eyes of some community members Councilperson Zurita's 'finger' incident and works are a separate issue which poses a problem for her. She indicated that some members of the Compton Empowered Scholars were non-residents and so proposed that gas tax monies continue to fund street reparation. She suggested the organization apply for grant funding and reminded the council that adults need jobs too.

Mayor Brown clarified that the youth in the program are from the City of Compton.

Tyre Williams, Compton Firefighters Local 2216, inquired about any progress being made with regard to the restoration of their staffing.

City Manager Duffey cited an item on closed session for City Council to discuss on labor negotiations.

Lorraine Cervantes, Compton resident, recognized the people in the audience that have contributed and donated their time, energy and efforts to the Compton community without a need for public accolades. She asked that the elected officials remember that they answer to a higher authority, that they have to respect the public, and that no amount of praise can take away bad behavior. She went on to invite the community to hear Mayor Brown speak during a Compton Community College event to be held Wednesday, July 16, 2014. Registration begins at 8:30 a.m. She also announced that she would be hosting her 73rd birthday celebration at the Compton VFW Post 5394 to be held Saturday, July 26, 2014 from 6 p.m. to 12 a.m.

CONSENT AGENDA

On motion by Zurita, seconded by Jones, 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

#1.

APPROVAL OF MINUTES

3. June 19, 2014 - Special (**Approved**)
June 24, 2014 (**Approved**)

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

4. CLAIMS AGAINST THE CITY:

Rita James vs. City of Compton, (I-8660/LI0000358A) Application for Leave to Present a Late Claim

William Carter vs. City of Compton (I-8660/LI0000347A) Application for Leave to Present a Late Claim

Sergio and Nancy Franco vs. City of Compton (I-8676/LI0000365A)

Filiberto Perez vs. City of Compton (I-8667/LI0000356A)
(Claims denied)

END CONSENT AGENDA

REGULAR AGENDA

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

CITY ATTORNEY'S REPORTS

CLOSED SESSION

5. CONFERENCE WITH LABOR NEGOTIATOR
Agency Negotiator: City Manager
Employee Organizations: AFSCME LOCAL 2325, SEIU LOCAL 347, LUMNSE, COMPTON FIREFIGHTERS LOCAL 2216
Pursuant to California Government Code Section 54957.6
6. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION
Bradford v. City of Compton, LASC Case Number TC026769
Wright v. City of Compton, WCAB Number: ADJ8022466; ADJ8934158
Pursuant to California Government Code Section 54956.9(a)

On motion by Zurita, seconded by Arceneaux, the above closed sessions were approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER
WITH LIFE-ASSIST INC. FOR EMERGENCY MEDICAL PHARMACEUTICAL
SUPPLIES AND EQUIPMENT FOR THE FIRE DEPARTMENT

On motion by Zurita, seconded by Jones, **Resolution # 23,987** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH LIFE-ASSIST INC. FOR EMERGENCY MEDICAL PHARMACEUTICAL SUPPLIES AND EQUIPMENT FOR THE FIRE 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 CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE CITY OF SANTA FE SPRINGS AND SOUTH COAST EMERGENCY VEHICLE SERVICE FOR ROUTINE MAINTENANCE AND REPAIR ON CITY FIRE APPARATUS

On motion by Zurita, seconded by Jones, **Resolution # 23,988** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE CITY OF SANTA FE SPRINGS AND SOUTH COAST EMERGENCY VEHICLE SERVICE FOR ROUTINE MAINTENANCE AND REPAIR ON CITY FIRE APPARATUS**" 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. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH WINTEC RESOURCES INC. FOR EMERGENCY AMBULANCE BILLING SERVICES

On motion by Arceneaux, seconded by Jones, **Resolution # 23,989** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH WINTEC RESOURCES INC. FOR EMERGENCY AMBULANCE BILLING SERVICES**" 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

On motion by Zurita, seconded by Jones, **Resolution # 23,989** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH WINTEC RESOURCES INC. FOR EMERGENCY AMBULANCE BILLING SERVICES**" 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

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A FOUR (4) YEAR LEASE/PURCHASE AGREEMENT AND A MAINTENANCE AGREEMENT WITH TOTAL CORPORATE SOLUTIONS FOR DEPARTMENTAL DIGITAL COPIERS AND MAXX VAULT DOCUMENT MANAGEMENT SOFTWARE

On motion by Zurita, seconded by Jones, **Resolution # 23,990** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A FOUR (4) YEAR LEASE/PURCHASE AGREEMENT AND A MAINTENANCE AGREEMENT WITH TOTAL CORPORATE SOLUTIONS FOR DEPARTMENTAL DIGITAL COPIERS AND MAXX VAULT DOCUMENT MANAGEMENT SOFTWARE**" was approved, by the following vote on roll call:

#1.

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

NOES: Council Members - None

ABSENT: Council Members - None

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO FUND AND ADMINISTER A COMPREHENSIVE YOUTH EMPLOYMENT TRAINING PROGRAM FOR FY 2014-2015

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

Councilperson Arceneaux asked the City Manager to explain the funding source for this expenditure.

City Manager Duffey answered that this expenditure will be funded by gas tax monies.

Councilperson Jones requested the application period and when the program is scheduled to start.

Kimberly McKenzie, Director of Careerlink, replied that the application period will be open once the resolution is approved and the program will begin one week later.

Councilperson Zurita inquired about indoor jobs to accommodate young adults with allergies or other health issues.

Ms. McKenzie answered that the youth are polled on where they would like to work and the majority of them elected to work outside.

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,991** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO FUND AND ADMINISTER A COMPREHENSIVE YOUTH EMPLOYMENT TRAINING PROGRAM FOR FY 2014-2015**" 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

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO ACCEPT THE PROPOSAL OF LEVERAGE INFORMATION SYSTEMS AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER TO PROVIDE A CITY-WIDE ADVANCED SURVEILLANCE AND PROTECTION SYSTEM

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

Councilperson Zurita recognized everyone responsible for finally bringing this project to fruition.

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,992** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO ACCEPT THE PROPOSAL OF LEVERAGE INFORMATION SYSTEMS AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER TO PROVIDE A CITY-WIDE ADVANCED SURVEILLANCE AND PROTECTION SYSTEM**" 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

12A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING IN KIND CONTRIBUTIONS IN SUPPORT OF THE 11TH ANNUAL
COMPTON STAND DOWN FOR VETERANS SEPTEMBER 12-15

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

City Attorney Cornwell informed the City Council that rooms 6B and 7B are not available.

Kim McKenzie, Director of Careerlink, offered the annex facility and secondary office space in exchange for 6B and 7B.

Mayor Brown asked if the change has been discussed with the organization.

Ms. McKenzie replied affirmatively.

AMENDING MOTION

On motion by Zurita, seconded by Jones, to designate the annex facility and secondary office space in exchange for 6B and 7B, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

Councilperson Jones requested the total cost of this event.

City Attorney Cornwell indicated that aside from providing rooms at 700 North Bullis Road, Leuders Park, and equipment usage there is a \$2,700 cost of overtime for two custodians.

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,993** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING IN KIND CONTRIBUTIONS IN SUPPORT OF THE 11TH ANNUAL COMPTON STAND DOWN FOR VETERANS SEPTEMBER 12-15**" 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 WARRANTS

13. Warrant #222449 - 7/9/14 - Recreation Republic Inc. - Park/Pool equipment - \$38,186.92 -
Requested by: Parks/Grants Division

Warrant #222447 - 7/9/14 - Quick Crete Products Corp. - Park/Pool equipment -
\$34,349.18 - Requested by: Parks/Grants Division

Warrant #222450 - 7/9/14 - Restroom Facilities LTD - Restroom facilities - \$92,398.00 -
Requested by: Parks/Grants
Total Amount - \$164,934.10

On motion by Zurita, seconded by Arceneaux, the above warrants were approved, 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

Councilperson Zurita offered the following communications/announcements:

- Water Replenishment District will be hosting its Annual State of the District and Board Officer Installation to be held Thursday, July 17, 2014 from 8 a.m. to 10 a.m. For more information call (562) 275-4215.
- First District Townhall meeting will be held Wednesday, July 16, 2014 at Gonzales Park from 6 p.m. to 7 p.m. For more information contact the townhall sheriff at (310) 605-6578.
- Partnered with Hub City Autism Network to host free swim lessons for children with special needs at Gonzales Park from 9 a.m. to 10:30 a.m. until August 30, 2014.

Councilperson Galvan offered the following communications/announcements:

- Leuders Park Improvement Townhall meeting will be held Thursday, July 17, 2014 from 5:30 p.m. to 6:30 p.m.
- Wilson Park Improvement Townhall meeting will be held Monday, July 21, 2014 from 5:30 p.m. to 6:30 p.m.
- National Night Out will be held Tuesday, August 5, 2014 at the Gateway Towne Center from 7 p.m. to 9 p.m.
- Congratulated Demar DeRozan for being added to the Team USA basketball team.
- Requested funds to help renovate a donated boxing ring at the Youth Athletic League.
- Farmer's Market will be held every Thursday from 12 p.m. to 7 p.m.
- Summer Pool Party and BBQ at Leuders Park has been postponed to Saturday, August 2, 2014 from 1 p.m. to 5 p.m.
- Thanked Dr. Penn, Marvin Hunt, and Johnny Ford for their hard work and dedication to completing park projects.

Councilperson Arceneaux offered the following communications/announcements:

- Third District Townhall meeting will be held Thursday, July 17, 2014 at Burrell McDonald Park from 6 p.m. to 7 p.m.
- 19th Annual Central Avenue Jazz Festival will be held July 26-27, 2014 from 11 a.m. to 7 p.m. between Vernon and King Boulevard.

Meeting adjournment

Philip Herlick

Councilperson Jones offered the following communications/announcements:

- O'Reillys Auto Parts located at 420 South Long Beach Boulevard will be hosting their grand opening celebration Thursday, July 17, 2014 at 9 a.m.
- Attended the installation for Chuck Esther as pastor of Community Baptist Church.
- Commended Danny Bakewell for his leadership in holding a press conference to focus on the woman physically assaulted by a law enforcement official on the 10 Freeway.

- Los Angeles County Board of Supervisors will be forming a Los Angeles Sheriffs' Department Citizen Civilian Oversight Committee Tuesday, July 22, 2014 at 11:30 a.m.

City Attorney Cornwell offered the following communications/announcements:

- Tai Chi will begin again Friday, July 18, 2014 in the community center beginning 8:30 a.m.

Mayor Brown offered the following communications/announcements:

- Healthy Compton Community Coordination meeting will be held July 16, 2014 at 6 p.m.
- Prayer for Peace will be held Monday, July 28, 2014.
- Directed the City Manager to ensure the contractor adheres to the City's local hiring policy for the Myrrh Street Reconstruction Project

Resident concerns at the new community center

ADA compliant doors, restrooms, and water fountains

Patio furniture upstairs and downstairs

Seating is not senior-friendly

Senior exercise programs transferred to the new facility

Coffee, tea, and healthy option vending machines

The meeting was recessed to closed session at 6:55 p.m. and reconvened at 9:55 p.m.

REPORT OUT OF CLOSED SESSION

City Attorney Cornwell reported out that council met in closed session regarding Conference with Labor Negotiator, Agency Negotiator: City Manager Employee Organizations: AFSCME LOCAL 2325, SEIU LOCAL 347, LUMNSE, COMPTON FIREFIGHTERS LOCAL 2216 pursuant to California Government Code Section 54957.6. Present: Zurita, Arceneaux and Brown; Absent: Galvan and Jones. No action taken.

As it relates to Conference with Legal Counsel - pending litigation Bradford v. City of Compton, LASC Case Number TC026769. All present except Jones. No reportable action taken in this matter.

Wright v. City of Compton, WCAB Number: ADJ8022466; ADJ8934158 pursuant to California Government Code Section 54956.9(a). All present except Jones. Settlement parameters were given by unanimous vote.

ADJOURNMENT

The meeting was adjourned at 9:58 p.m. for lack of quorum.

City Clerk of the City of Compton

Mayor of the City of Compton

JULY 22, 2014

The City Council meeting was called to order at 5:50 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Aja Brown.

ROLL CALL

Council Members Present: Zurita, Galvan, Arceneaux, Jones, Brown

Council Members Absent: None

Other Officials Present: C. Cornwell, V. McDaniel, G. H. Duffey

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. RECOGNITION - ELDER MICHAEL BRADFORD OF BUILDING BUSINESSES NETWORK SERVICES - Councilperson Yvonne Arceneaux (Presentation made)
2. PRESENTATION - DEMENO KERDON OF LA PLAYITA - BUSINESS OF THE MONTH - Councilperson Isaac Galvan (Presentation made)
3. PRESENTATION - Help Youth Through Golf - Councilperson Jones (Presentation made)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, petitioned the residents to participate in an 8-week Community Academy created to educate individuals on how to interact with law enforcement officials. Classes are scheduled to begin Thursday August 14, 2014. For more information, please contact Deputy Owens at (310) 605-6542.

Mr. Ray went on to state that after reviewing a list of registered voters in the Third District he discovered over 500 discrepancies. He declared that the City Clerk had nothing to do with the list and indicated that he would send copies of the document to the Registrar Recorder's Office, Secretary of State, and the Public Integrity Unit in the District Attorney's Office.

Annette Liso, Compton resident, stated that she has been awaiting a response from the City Manager or City Attorney regarding her questions concerning a letter she received indicating that she was charged an additional \$85 for an annual home inspection. She maintained that the letter was poorly written and suggested the City re-write it and refund all residents who paid the fee this year.

City Attorney Cornwell indicated that he would contact Ms. Liso after an investigation of the letter.

Fonda H. Kegel, Compton resident, complained that her home has been broken into twice in the last two years and the Sheriffs' Department's only response has been to purchase a pit bull dog. She indicated that she was also told by the officers that she should have thought about the area she moving into and that even though they knew who did it, nothing could be done.

Councilperson Arceneaux referred Ms. Kegel to Assistant City Manager Ford.

Ms. Kegel also asked why the property taxes in the City of Compton are higher than other cities.

Mayor Brown explained that additional assessments were voted on and approved by residents to pay for Compton city employee retirement benefits and water and capital improvement bonds.

#1.

Benjamin Holifield, Compton resident, proposed the addition of more businesses and sales tax revenue in the City as a way to reduce property taxes. He also suggested the City make Compton Boulevard a dream boulevard from Locust to Central Avenue. He articulated his concerns for blighted properties and also the City's inability to remove yellow boxes in a timely manner. He further thanked Mayor Brown and Councilperson Galvan for their efforts to employ the youth and insisted that more could be done by the other council members to help the youth.

Tim Sol, Meta-Housing Corporation, petitioned the City Council to give Meta-Housing Corporation an opportunity to develop 28 affordable rental townhomes at 950 West Alondra Boulevard. He affirmed that the City would not incur any costs and explained that it was confirmed by their engineering team that townhomes could safely be completed on the site. Furthermore, Mr. Sol indicated that it was determined that the value of the structure is worth \$1.2M while the cost to demolish it is upwards of \$200,000.

Maria Villa Real, Compton resident, expressed a concern for the number of stray dogs in the community and the treatment that Compton residents receive from Sheriffs' deputies.

E.F. Muhammad Martinez, co-founder of KTNG860AM radio station and member of the Latino Chamber of Commerce, contended that the community would have to make law enforcement officials protect and serve them responsibly. Moreover, Mr. Martinez implored the community to report all bad behavior exhibited by Sheriffs' deputies.

Michael Turner, Compton resident, recognized the president of the NAACP Watts branch James Wilson in the audience. He went on to present documentation illustrating that a check had been written by Paulette Gibson that did not go towards the membership dues for 46 individuals. He announced the passing of the former president of the NAACP Compton Branch Kalim Akil and announced their newest members Councilperson Galvan and Lewis.

Lorraine Cervantes, Compton resident, stated that her home has been broken into twice in the last 62 years and that she knows it was someone close to her that helped the burglars do it. She maintained that she feels safe in the City of Compton and asserted that Compton Sheriffs' provide a better response than law enforcement agencies in other cities. Furthermore, she asked that citizens cooperate and support their local law enforcement agency by providing solutions to problems.

Tyre Williams, Compton Firefighters Local 2216, made reference to Resolution No. 23,465 and asked the City Council why the City Manager continues to incorrectly label the restoration of their staffing as a negotiation tactic when it was already agreed that he should have done so 22 days ago. He also questioned how the City Manager could expect their union to negotiate in good faith when the previous good faith agreement was not being honored. Furthermore, he asked when the City Manager would tender his plan to restore the staffing that Mayor Brown directed him to do in a public meeting at Burrell McDonald Park.

Joyce Kelly, Compton resident, questioned what the City Council is doing for the citizens. She argued that they are disrespectful to the citizens, Compton Fire and selling the City out. She further warned the City Council that the federal government is investigating them and advised them to get it together.

Lynn Boone, Compton resident, made reference to Item No. 12 on the agenda and explained that there is no contract attached to the resolution, nor any information on this person who appears to be related to Mayor Brown. She indicated that after investigating this business she discovered that it did not exist and had the appearance of something else. She also maintained that Item No. 6 is her pet peeve because the residents complain about Animal Control every week but they receive nearly half a million dollars every year. She contended that the resolution lacks a dollar amount and that City Council will sign the document regardless. She further urged the City Council to ensure that Compton firefighters are paid because they may be the reason why someone lives to see another day.

Minnie Sawyer, Compton resident, made reference to the goodness of God and announced that her Uplifting Lost Souls with a Message radio broadcast is back on the air.

Lillie Dobson, Compton resident and former councilperson, expressed sincere gratitude to Mayor Brown and the City Council, City Manager Duffey, City Attorney Cornwell and City Clerk Godwin for their support of the 11th Annual Compton Veterans Stand-down to be held September 13-15, 2014 at 700 Bullis Road. For more information on how you can help support this cause please contact Lillie Dobson at (310) 639-0877.

Mayor Brown acknowledged the Compton Fire Department for the concessions and the sacrifices they have made in order to get the City where it is today. Mayor Brown also mentioned that members of the City Council have been briefed as to what has been presented to all labor unions and it is the consensus that to the extent of what the City can pay, the money will be theirs.

CONSENT AGENDA

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

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

NOES: Council Members - None

ABSENT: Council Members - None

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

3. UPDATE ON UNATTENDED DONATION BOX ORDINANCE (**Received/Filed**)

PUBLIC WORKS MUNICIPAL UTILITIES DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ENACTING PHASE I WATER SHORTAGE PLAN PER MUNICIPAL CODE SECTION 23-1.32(e)(2) (**Resolution # 23,994**)

END CONSENT AGENDA

REGULAR AGENDA

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

CITY ATTORNEY'S REPORTS

CLOSED SESSION

5. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Six (6) potential cases
Pursuant to California Government Code Section 54956.9(b)

On motion by Arceneaux, seconded by Zurita, closed session 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

UNFINISHED BUSINESS - There was no Unfinished Business.

#1.

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT WITH THE COUNTY OF LOS ANGELES, DEPARTMENT OF ANIMAL CARE AND CONTROL FOR PROVISION OF ANIMAL CONTROL SERVICES TO THE CITY FOR FISCAL YEARS 2014-2019; FISCAL IMPACT: \$450,000.00

Councilperson Zurita directed the City Manager to designate someone to this contract so as to build a better relationship with Animal Control thereby making certain the quality service in the City of Compton is improved.

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,995** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT WITH THE COUNTY OF LOS ANGELES, DEPARTMENT OF ANIMAL CARE AND CONTROL FOR PROVISION OF ANIMAL CONTROL SERVICES TO THE CITY FOR FISCAL YEARS 2014-2019; FISCAL IMPACT: \$450,000.00**" 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 COMPTON CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH STRATEGIC COUNSEL PLC FOR ADVOCACY AND CONSULTING SERVICES RELATING TO CALIFORNIA STATE GOVERNMENT

It was moved by Zurita, seconded by Arceneaux, to discuss this item.

Councilperson Galvan indicated that he could not vote in favor of this resolution because he has yet to meet with the lobbyist to see for himself the projects he has been working on for the City. Mr. Galvan also cited difficulties in meeting with the City Manager and so he asked that the item be tabled until September 2014 to allow him a chance to meet with both the lobbyist and City Manager Duffey.

Councilperson Zurita maintained that she has had meetings with both individuals and regularly receives information from the lobbyist on the issues he is working on behalf of the City.

Mayor Brown remarked that Strategic Counsel has delivered on the items and priorities of the City Council; while providing reports on a monthly basis as to the various legislative bills and tracking information.

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,996** entitled "**A RESOLUTION OF THE COMPTON CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH STRATEGIC COUNSEL PLC FOR ADVOCACY AND CONSULTING SERVICES RELATING TO CALIFORNIA STATE GOVERNMENT**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE CONSTRUCTION OF THE WILLIAMS ALLEY PAVING PROJECT (CIP# 09-09) PERFORMED BY SIALIC CONTRACTORS CORPORATION DBA SHAWNAN, SANCTION STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE, AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION

It was moved by Zurita, seconded by Arceneaux, to discuss this item.

Councilperson Zurita announced the completion of the Williams Street alley paving project.

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,997** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE CONSTRUCTION OF THE WILLIAMS ALLEY PAVING PROJECT (CIP# 09-09) PERFORMED BY SIALIC CONTRACTORS CORPORATION DBA SHAWNAN , SANCTION STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE, AND AUTHORIZE THE RELEASE OF 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. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT GRANT IN THE AMOUNT OF \$300,000 FOR THE ACQUISITION OF COMPTON CAMP FIRE PARK LAND

On motion by Arceneaux, seconded by Zurita, **Resolution # 23,998** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT GRANT IN THE AMOUNT OF \$300,000 FOR THE ACQUISITION OF COMPTON CAMP FIRE PARK LAND**" 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

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A GENERAL FUND CONTINGENCY RESERVE POLICY

City Manager Duffey offered a brief oral report on the proposed ten percent reserve account to be used for emergencies and short falls of cash.

Councilperson Jones thanked the City Manager and City Attorney for finally bringing this item forth which will prepare the City for economic downturns, unforeseen litigation, and protect City employees.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,999** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A GENERAL FUND CONTINGENCY RESERVE POLICY**" 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

11. A RESOLUTION OF THE COUNCIL OF THE CITY OF COMPTON, CALIFORNIA AUTHORIZING THE ISSUANCE AND SALE OF TAX AND REVENUE ANTICIPATION NOTES FOR FISCAL YEAR 2014-15 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED 12,500,000

It was moved by Zurita, seconded by Arceneaux, to discuss this item.

Councilperson Jones inquired about the total cost and interest rate for this loan.

#1.

Brandon Colmer stated that he anticipates the interest rate for this third transaction to be substantially lower than the second transaction which had a not to exceed interest rate of four percent. He also noted that the total cost is unknown until the interest rate is determined.

Mayor Brown also cited a significant drop in the total cost of issuance since initial transaction.

On motion by Zurita, seconded by Arceneaux, **Resolution # 24,000** entitled "**A RESOLUTION OF THE COUNCIL OF THE CITY OF COMPTON, CALIFORNIA AUTHORIZING THE ISSUANCE AND SALE OF TAX AND REVENUE ANTICIPATION NOTES FOR FISCAL YEAR 2014-15 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED 12,500,000**" 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

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO EUGENE BROWN DBA BROWN CONSTRUCTION FOR THE REPAIR AND UPGRADE OF JACKIE ROBINSON STADIUM AT GONZALES PARK

It was moved by Arceneaux, seconded by Jones, to discuss this item.

Councilperson Zurita explained to the citizens that construction and rehabilitation of Jackie Robison stadium was underway before Mayor Brown was elected to the City Council.

Mayor Brown clarified that she has no affiliation with this company or any representative thereof.

A representative from the General Services Department presented a Powerpoint presentation on the damage to and renovation of Jackie Robinson stadium.

Councilperson Arceneaux asked the City Manager if the City has plans to enhance the strip of land leading into the stadium.

City Manager Duffey indicated that there is a possibility that funds could be available for a design or refreshing in that area.

Councilperson Zurita requested a planning session during the month of September to discuss an extension on park hours, senior citizen swim classes, and a park committee for next year's summer season.

On motion by Arceneaux, seconded by Jones, **Resolution # 24,001** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO EUGENE BROWN DBA BROWN CONSTRUCTION FOR THE REPAIR AND UPGRADE OF JACKIE ROBINSON STADIUM AT GONZALES PARK**" 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 WARRANTS

13. Warrant #222531 - 7/16/14 - All Star Interpreting Service Inc. Spanish interpreting services for City Council Meetings May 6, 13, 20, 27, 2014 - \$3,000.00 Requested by: City Clerk's Office

Warrant #222551 - 7/16/14 - Commline Inc. - Pay outstanding invoices for radio services maintenance for FY 2013-14 - \$3,284.00 Requested by: Fire Department

Warrant #222557 - 7/16/14 - Dave Bang Assoc Inc. Park/Pool equipment for CDBG eligible parks in the City of Compton - \$55,670.54 Requested by: Parks & Recreation/Grants Division

14. Warrant #222571 - 7/16/14 - Greenfields Outdoor Fitness Inc. Park/Pool equipment for CDBG eligible parks in the City of Compton - \$50,867.00 Requested by: Parks & Recreation/Grants Division

Warrant #222581 - Date - 7/16/14 - Knorr Systems Inc. Park/Pool equipment for eligible parks in the City of Compton - \$38,808.14 Requested by: Parks & Recreation/Grants Division

Warrant #222588 - Date - 7/16/14 Name - MDG Associates Inc. Payment to MDG for providing HUD Programs related to consulting services for the Grants Division - \$22,757.50 Requested by: Grants Division

TOTAL \$174,387.18

On motion by Zurita, seconded by Jones, warrant #222531 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

On motion by Zurita, seconded by Arceneaux, warrant #222551 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

On motion by Zurita, seconded by Jones, warrant #222557 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

On motion by Arceneaux, seconded by Jones, warrant #222571 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

On motion by Zurita, seconded by Jones, warrant #222581 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

#1.

On motion by Zurita, seconded by Arceneaux, warrant #222588 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

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Congratulated City Manager Duffey on his second year of service in the City of Compton.
- Commented on the success of Pastor Fisher's Greater Zion Church Peace Walk.
- Invited the community to a free Dodger game with free food and transportation provided on July 30, 2014. For more information baseball fans are asked to contact Desirae at (323) 842-1016.
- Partnered with the Hub City Autism Network to host free swim lessons at Gonzales Park for children with special needs from 9 a.m. to 10:30 a.m. until August 30, 2014.
- Autism Support Group meetings will be held Thursday, August 7, 2014 in the community room from 6 p.m. to 7 p.m.
- Third Annual Compton Walk for a Cure will be held Saturday, October 11, 2014 beginning at the Greenleaf Parkway. For more information please call (310) 605-5510.

Meeting adjournments

Gerald Davis

Fred Jackson

Councilperson Galvan offered the following communications/announcements:

- Recognized Water Replenishment District (WRD) president Sergio Calderon in the audience.
- Commented on the success of the Wilson Park improvement townhall meeting.
- Second District Townhall meeting will be held Wednesday, July 16, 2014 at Leuders Park from 5 p.m. to 7 p.m.
- Summer Pool Party and BBQ at Leuders Park will be held Saturday, August 2, 2014 from 1 p.m. to 5 p.m.
- Farmer's Market will be held every Thursday from 12 p.m. to 7 p.m.

Upcoming Events

Diabetes Awareness Event

Second District Clean-Up

***Councilperson Galvan exited the meeting at 9:05 p.m.**

Councilperson Arceneaux offered the following communications/announcements:

- Directed the City Manager to ensure that all residents are aware of the new state-mandated water restrictions, rebates, and penalties.

- Forewarned the community about teen job posters used to solicit human trafficking.
- Los Angeles County Probation Department South Central Area Office in collaboration with the Compton Courthouse will be hosting their First Annual Resource Fair Saturday, August 23, 2014. Resource agencies will provide information on the following: education, employment, housing, credit recovery, counseling, mental health, healthcare, fitness activities, community and public service. For more information, contact Gretchen Smith at (310) 864-0458.

Councilperson Jones offered the following communications/announcements:

- Invited residents of the Fourth District to contact his liaison Anton Blakely at (310) 605-5590 with their questions and concerns during the month of August.
- Enrollment for Obamacare is still available at the Office of Assemblyman Isadore Hall III. For more information contact Sandy Cooke at (323) 290-2955.
- 19th Annual Central Avenue Jazz Festival will be held July 26-27, 2014 from 11 a.m. to 7 p.m. between Vernon and King Boulevard.

Meeting adjournment

Carol Ann Robinson

City Treasurer Sanders offered the following communications/announcements:

- Commented on the extreme contempt nature of disrespect he received from a deputy director that expressed a complete disdain for his office as the City Treasurer of the City of Compton of 21 years.
 - Mayor Brown voiced a concern about a culture of dysfunction and perversion in the workplace environment; and proposed the reprimand of this individual to ensure zero tolerance of disrespect of employees for elected officials in City of Compton.

Mayor Brown offered the following communications/announcements:

- Proposed the establishment of a water conservation program that addresses the state's current conservation measures and resources that the City can provide to help residents conserve water.
- Attended the Boys and Men of Color Initiative Internship program at the White House; Tri-City Adult Education Consortium at Compton Community College; Peace Walk with Pastor Fisher.
- Monthly Prayer for Peace event will be held Monday, July 28, 2014 in front of the Martin Luther King Jr. monument.
- Los Angeles County Board of Supervisors will be forming a Los Angeles Sheriffs' Department Citizen Civilian Oversight Committee Tuesday, July 22, 2014 at 11:30 a.m.

Resident Concerns

Request to remove old election posters on Long Beach Boulevard and at Rosecrans and Santa Fe.
Request to demolish white building at Rosecrans and Willowbrook Avenue.
Loitering around Compton library and City facilities

Meeting adjournments

Kalim Akil

The meeting was recessed to closed session at 10:53 p.m. and reconvened at 12:00 a.m.

REPORT OUT OF CLOSED SESSION

City Attorney Cornwell reported out that City Council met in closed session regarding conference with legal counsel - anticipated litigation six (6) potential cases were discussed pursuant to California Government Code Section 54956.9(b). All council members were present in closed session except Councilperson Galvan. The first of five matters discussed were unanimously denied by City Council. The sixth potential case discussed resulted in settlement parameters given to the City Attorney and City Manager.

ADJOURNMENT

The meeting was adjourned in memory of **Kalim Akil, Carol Ann Robinson, Gerald Davis** and **Fred Jackson** for lack of a quorum at 12:02 a.m.

Clerk of the City of Compton

Mayor of the City of Compton

September 2, 2014

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF COMPTON APPROVING AND ADOPTING
THE ANNUAL APPROPRIATION LIMIT FOR FISCAL
YEAR 2014-2015**

PURPOSE

This resolution is for the City Council to authorize the adoption of the Appropriation Limit pursuant to Article XIII B of the California Constitution and establish the maximum Fiscal Year 2014-2015 Annual Appropriation Limit for the City of Compton.

BACKGROUND

In November 1979, California voters approved Proposition 4 (Prop 4) commonly known as the Gann Initiative. Prop 4 created Article XIII B of the State of California Constitution which placed limits on the amount of Tax Revenue Proceeds appropriated each fiscal year. Restricted revenues noted in Article XIII B are those referred to as "Proceeds of Taxes." The City may not appropriate money over and above the GANN Appropriation Limit. This is part of the means to enable local governments control expenditures.

The high inflation rates in the early 1980's caused the appropriation limit to increase faster than the growth in revenues. To alleviate the increasing complaints regarding Prop 4 restrictions, voters approved Proposition 111 (Prop 111) in June 1990. The proposition provided new adjustment formulas which made the limit more responsive to local growth issues.

The annual growth factors used in calculating the City's Appropriation Limit are as follows:

- a) Inflation factor :- the calculation includes the percentage (%) change in California Per Capita Income. The State Department of Finance provided this information to the Cities including the City of Compton.
- b) Population factor :- the calculation includes the percentage (%) change in population in the City of Compton. This population information was also provided by the State Department of Finance.

#2.

Staff has prepared the City of Compton's Appropriation Limit for Fiscal Year 2014-2015 utilizing the following:

- a) California's change in Per Capita Income (**CPI**) of **0.23%**
(Per Capital Income converted to ratio = **0.9977**)
- b) Compton's change in population of **0.35%**
(population change converted to ratio = **1.0035**)

Utilizing the above factors, the City of Compton's Appropriation Limit for Fiscal Year 2014-2015 is as follows:

	Amount
Maximum Appropriation Limit for Fiscal Year 2014-2015	\$89,147,562
Proceeds of Taxes (Less Retirement Taxes & Interest Allocation Taxes)	\$55,499,566
Difference - City is under the Appropriation Limit	\$33,647,996

As the above figures indicate, the City of Compton did not exceed its Appropriation Limit but was actually under the appropriation limit by \$33,647,996 for Fiscal Year 2014-2015. This is in compliance with Article XIII B of the California Constitution and Proposition III.

STATEMENT OF THE ISSUE

The City's Gann Appropriation Limit for the fiscal year 2014-2015 has been calculated at \$89,147,562 pursuant to Article XIII B of the State Constitution. The Proceeds of Taxes amounted to \$55,499,566. Therefore, the City of Compton is under its Maximum Appropriation Limit by \$33,647,996. The attached resolution has been prepared by staff to conform with Article XIII B of the California Constitution and Proposition 111 whereby the City establishes its Gann Appropriation Limit for Fiscal Year 2014-2015 at \$89,147,562.

ALTERNATIVE

The City will not be in compliance with the Appropriation Limit law if the GANN Appropriation Limit is not computed and monitored to ensure that the City is within the required limit.

FINANCIAL IMPACT

There is no financial impact.

RECOMMENDATION

Staff respectfully recommends that the City Council adopt the attached resolution.

**STEPHEN AJOBIEWE
CITY CONTROLLER**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF COMPTON APPROVING AND ADOPTING THE ANNUAL
APPROPRIATION LIMIT FOR FISCAL YEAR 2014-2015**

WHEREAS, on November 6, 1979, the voters of California added Article XIII B to the State Constitution placing various limitations on the appropriations of the State and Local Governments; and

WHEREAS, Article XIII B provides that the appropriation limit for the fiscal year 2014-2015 be calculated by adjusting the base year appropriation of fiscal year 1978-79 for changes in the cost of living and population; and

WHEREAS, the information necessary for computing this limit is the Annual Budget for Fiscal Year 1978-79 and the amended Annual Report of Financial Transactions to the State Controller for Fiscal Year 1978-1979 which are on file in the Office of the City Clerk; and

WHEREAS, the City of Compton has complied with provisions of Article XIII B regarding determination of the Appropriation Limit for Fiscal Year 2014-2015.

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

Section 1. That the Appropriation Limit for Fiscal Year 2014-2015 of the City of Compton shall be Eighty Nine Million, One Hundred Forty Seven Thousand, Five Hundred and Sixty Two Dollars (\$89,147,562).

Section 2. That the Appropriation Limit for Fiscal Year 2014-2015 of **\$89,147,562** exceeds the Proceeds of Taxes included in the Fiscal Year 2014-2015 budget in compliance with Article XIII B of the California Constitution and Proposition 111 and therefore, the City is under its Appropriation Limit.

Section 3. That the growth factors used in calculating the Fiscal Year 2014-2015 Appropriation Limit are the percentage change in California per capita income and the percentage change in population in the City of Compton.

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

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

ADOPTED this _____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
Page 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2014.

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

AYES: COUNCILMEMBERS-
NOES: COUNCILMEMBERS-
ABSENT: COUNCILMEMBERS-
ABSTAIN: COUNCILMEMBERS-

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Controller

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON APPROVING AND ADOPTING THE ANNUAL
APPROPRIATION LIMIT FOR FISCAL YEAR 2014-2015

<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.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Treasurer

RESOLUTION TITLE: Investment Report for June 2014

<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.

DATE: SEPTEMBER 02, 2014
TO: MAYOR AND COUNCIL MEMBERS
FROM: CITY TREASURER
SUBJECT: INVESTMENT REPORT

IN ORDER TO COMPLY WITH STATE LAW AND THE CITY'S INVESTMENT POLICY, THE ATTACHED REPORT ACCURATELY REFLECTS ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND SUCCESSOR AGENCY AS OF JUNE 30, 2014.



DOUGLAS SANDERS
CITY TREASURER



CITY OF COMPTON **Portfolio Management** **Portfolio Summary** **June 30, 2014**

City of Compton
 205 S. Willowbrook Ave.
 Compton, CA 90220
 (310)605-5515

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Passbook/Checking Accounts -2	706,160.97	706,160.97	706,160.97	2.39	1	1	0.136	0.138
Local Agency Investment Funds	28,728,835.56	28,728,835.56	28,728,835.56	97.19	1	1	0.666	0.676
Managed Pool & Money Market Account	124,128.44	124,128.44	124,128.44	0.42	1	1	0.197	0.199
Investments	29,559,124.97	29,559,124.97	29,559,124.97	100.00%	1	1	0.652	0.661

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	4,771.50	43,649.47	43,649.47
Average Daily Balance	26,692,361.48	18,885,993.31	
Effective Rate of Return	0.22%	0.23%	

This report reflects all pooled investments in conformity with the investment policy adopted by the City Council (Gov Code 53646(b) (3)). The monthly investment report must state the ability of the agency to meet its expenditure requirements for the next six months or provide an explanation of why sufficient cash funds may or may not be available. The investment program SHOULD provide sufficient cash to meet six months of estimated expenditures, there should be sufficient cash available. In July 2013 the City completed another TRANS transaction of approximately \$10.6 million, the balance of which is due in June 2014. As of June 30, 2014 the City had estimated total in the General City Bank account plus LAIF accounts of \$12.6 million. At the time of this report approximately \$500,000.00 thousand in outstanding warrants were due to be paid to vendors. The City did receive its December, January, April and May property tax distribution where the lion's share went towards payment of the TRANS. The balance of the TRANS as of this report is paid off. Our PERS balance as of this report is approximately \$15.4 million. Interest rates continue to be very low due to the Fed Fund rate below 1/4 of 1% or .25%. The City will anticipate the need for another TRANS of over \$12 million for the next fiscal year 2014/2015 to meet its cash flow and expenditures' expectations. Our City continues in meeting its obligations to the vendors on payments.

The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA.

Treasury Rates as of 06/30/14
 3 month T-Bill @ 0.0300%
 6 month T-Bill @ 0.0590%
 1 year T-Bill @ 0.0960%

DOUGLAS SANDERS, CITY TREASURER

Reporting period 06/01/2014-06/30/2014

Run Date: 06/18/2014 - 17:15

#3

CITY OF COMPTON Portfolio Management Portfolio Details - Investments June 30, 2014

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity
Passbook/Checking Accounts -2											
5007	5007	Family Self Sufficiency			400,875.15	400,875.15	400,875.15	0.090	0.089	0.090	1
4000	4000	Neighborhood Improvement			305,285.82	305,285.82	305,285.82	0.200	0.197	0.200	1
Subtotal and Average			706,063.80		706,160.97	706,160.97	706,160.97	0.136	0.138		1
Local Agency Investment Funds											
6000	6000	General City			6,858,227.03	6,858,227.03	6,858,227.03	0.230	0.227	0.230	1
6005	6005	SA Surplus Tax			0.00	0.00	0.00	0.000	0.000	0.000	1
6011	6011	SA Low Cost Housing			177,152.70	177,152.70	177,152.70	0.230	0.227	0.230	1
6029	6029	Measure R			2,606,380.02	2,606,380.02	2,606,380.02	0.230	0.227	0.230	1
6019	6019	EDA Revolving Loan			436,048.56	436,048.56	436,048.56	0.230	0.227	0.230	1
6002	6002	Prop C			4,686,201.27	4,686,201.27	4,686,201.27	0.230	0.227	0.230	1
6030	6030	PROP A			816,158.49	816,158.49	816,158.49	0.230	0.227	0.230	1
6027	6027	River Mountain Conservancy			11,746.43	11,746.43	11,746.43	0.230	0.227	0.230	1
6007	6007	Successor Agency General			10,552.18	10,552.18	10,552.18	0.230	0.227	0.230	1
6003	6003	Sewer Bond Proceeds			388,079.91	388,079.91	388,079.91	0.230	0.227	0.230	1
6022	6022	Regional Park			2,738,288.97	2,738,288.97	2,738,288.97	0.230	0.227	0.230	1
2100	6021	Retirement Fund		05/14/2014	10,000,000.00	10,000,000.00	10,000,000.00	1.510	1.489	1.510	1
Subtotal and Average			25,862,168.89		28,728,835.56	28,728,835.56	28,728,835.56	0.666	0.676		1
Managed Pool & Money Market Account											
5004	5004	Formal Assurance Prg Money Mkt			123,595.66	123,595.66	123,595.66	0.200	0.197	0.200	1
5001	5001	5116 Highmark Fund			0.00	0.00	0.00	0.000	0.000	0.000	1
5005	5005	Rental Rehab Prg Money Market			202.90	202.90	202.90	0.060	0.059	0.060	1
5003	5003	Residential Rehab Money Market			329.88	329.88	329.88	0.040	0.039	0.040	1
Subtotal and Average			124,108.79		124,128.44	124,128.44	124,128.44	0.197	0.199		1
Total and Average			26,692,361.48		29,559,124.97	29,559,124.97	29,559,124.97	0.652	0.661		1

CITY OF COMPTON
Portfolio Management
Interest Earnings Summary
June 30, 2014

June 30 Month Ending		Fiscal Year To Date	
CD/Coupon/Discount Investments:			
Interest Collected	0.00		0.00
Plus Accrued Interest at End of Period	0.00		0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)	(0.00)
Interest Earned during Period	0.00		0.00
Adjusted by Premiums and Discounts	0.00		0.00
Adjusted by Capital Gains or Losses	0.00		0.00
Earnings during Periods	0.00		0.00
Pass Through Securities:			
Interest Collected	0.00		0.00
Plus Accrued Interest at End of Period	0.00		0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)	(0.00)
Interest Earned during Period	0.00		0.00
Adjusted by Premiums and Discounts	0.00		0.00
Adjusted by Capital Gains or Losses	0.00		0.00
Earnings during Periods	0.00		0.00
Cash/Checking Accounts:			
Interest Collected	100.16		30,524.59
Plus Accrued Interest at End of Period	-20,072.41		-20,072.41
Less Accrued Interest at Beginning of Period	(-24,743.85)	(-33,197.29)	
Interest Earned during Period	4,771.50		43,649.47
Total Interest Earned during Period	4,771.50		43,649.47
Total Adjustments from Premiums and Discounts	0.00		0.00
Total Capital Gains or Losses	0.00		0.00
Total Earnings during Period	4,771.50		43,649.47

#3

**CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JUNE 30, 2014**

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	1,388,644.01
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	6,052,991.66
1520	MEASURE R	BANK OF THE WEST	432,183.29
2000	PROP A	BANK OF THE WEST	505,409.61
4000	SA GENERAL	BANK OF THE WEST	5,982,756.61
2100	PERS	BANK OF THE WEST	5,446,705.00
1203	SA LOW COST HOUSING	BANK OF THE WEST	0.00
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	179,145.40
1001	COC REGIONAL PARK	BANK OF THE WEST	963.80
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	400,875.15
2754-84-85	JTPA - CAREERLINK	BANK OF THE WEST	233,540.47
2805	HOME LOAN PROGRAM	BANK OF THE WEST	149,786.09
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	2,308,199.70
1022	POLICE DRUG PROPERTY FORFEITURE	BANK OF THE WEST	3,184.06
5116	SEWER BONDS PROCEEDS	BANK OF THE WEST	448,328.40
6400	LIABILITY	BANK OF THE WEST	288,612.97
1001	COC - CHANGE FUND	BANK OF THE WEST	401.00

**CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JUNE 30, 2014**

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
1900	PROP C	BANK OF THE WEST	471,028.66
6300	WORKERS COMP	BANK OF THE WEST	124,644.45
2820	HOUSING AUTHORITY	BANK OF THE WEST	1,054,622.83
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	447,037.45
1061	COPS GRANT WEED AND SEED	BANK OF THE WEST	4,007.93
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	459,786.87
1001	COC UTILITIES BILLINGS	BANK OF THE WEST	1,281,377.50

August 1, 2014

City of Compton

City of Compton
Block Club Commission
Compton, CA 90221

Tamara Moore
505 South Mayo Avenue
Compton, CA 90221



It is with regret that I must resign my position as Block Club Commissioner, District 4. At this time, I have both personal and professional commitments that conflict with the meeting schedule. It has been my pleasure to meet and congregate with this wonderful group of people willing to uplift their community.

In the short time of my appointment, I have appreciated the opportunity to listen and observe the actions of the Block Club Commission and its purpose to serve the community. As a resident, I will continue to uphold the standards learned in the Block Club Commission.

Thank You

Cc: Dr. Willie O. Jones, Councilman District 4
Alita Goodwin, City Clerk
Block Club Commission

September 2, 2014

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO CITYWIDE VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF SUPPLIES AND SERVICES FOR FISCAL YEAR 2014-2015

SUMMARY

This resolution is to authorize the City Manager to issue purchase orders to vendors commonly used by the various departments of the City.

BACKGROUND

The City frequently procures office supplies and other minor services that are needed to ensure effective performance of its business. In prior years, these procurements were done by individual departments from the same vendors. Several of the purchases were small in amount, but the City would benefit from collective negotiation or bulk discounts if those procurements were done collectively.

STATEMENT OF ISSUE

The City desires to efficiently manage the small-value procurements by preventing the issuance of multiple Council resolutions for the same vendors. The City has determined that a global resolution for each vendor to cover all procurements by all departments from the same vendors would be more efficient. A list of such procurements is contained in "Appendix A".

ALTERNATIVE

The City will not benefit from collective negotiation and bulk buying discounts if departments are allowed to individually procure similar services and supplies from the vendors without proper coordination.

FINANCIAL IMPACT

Funds for the procurements have been appropriated in the fiscal year 2014-2015 budgets of the various departments as shown in "Appendix A".

#6.

Staff Report – Resolution Authorizing Purchase Orders
for Citywide Vendors
Page 2

RECOMMENDATION

It is recommended that the attached Resolution be adopted.

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO
CITYWIDE VENDORS LISTED IN “APPENDIX A” FOR THE PROCUREMENT
OF SUPPLIES AND SERVICES FOR FISCAL YEAR 2014-2015**

WHEREAS, the City frequently procures office supplies and other minor services that are needed to effectively perform the City’s business; and

WHEREAS, in prior years these procurements were done by individual departments from the same vendors and while several of the purchases were small in amount, the City would benefit from collective bargaining or bulk discounts if those procurements were done collectively; and

WHEREAS, the City desires to efficiently manage those small-value procurements by preventing the issuance of multiple Council resolutions and contracts for the same vendor and the City has determined that a global resolution and contract for each vendor to cover all procurements by all departments from the same vendor will be more efficient; and

WHEREAS, a list of the vendors, services and supplies to be procured from the vendors and the amounts of such procurements are contained in “Appendix A,” attached hereto and incorporated herein.

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

SECTION 1. That the City Manager is hereby authorized to issue purchase orders to vendors listed in “Appendix A” of this Resolution in the amounts not to exceed those stated in “Appendix A.”

SECTION 2. That funds for the procurements have been appropriated in the Fiscal Year 2014-2015 budgets of the various Departments as shown in “Appendix A.”

SECTION 3. That a certified copy of this Resolution shall be filed in the Offices of the City Clerk, City Attorney, City Manager, City Controller and each Department identified in “Appendix A.”.

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

ADOPTED this ____ day of _____ 2014.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

Resolution No. _____
Page 2

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2014.

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

APPENDIX A
Commonly Used Vendors

VENDOR	DESCRIPTION	DEPARTMENT	FUND	AMOUNT	ACCOUNT DETAIL
Staples	General Office Supplies	Human Resources	General Fund	\$1,000.00	1001-560-000-4210
Staples	General Office Supplies	Public Works	Gas Tax	\$1,000.00	2300-710-000-4210
Staples	General Office Supplies	Water	Water Enterprise Fund	\$10,000.00	5000-900-000-4249
Staples	General Office Supplies	Fire	General Fund	\$1,500.00	1001-690-000-4210
Staples	General Office Supplies	Fire	General Fund	\$1,500.00	1003-690-000-4210
Staples	General Office Supplies	Fire	General Fund	\$2,500.00	1001-690-000-4218
Staples	General Office Supplies	Fire	General Fund	\$2,500.00	1003-690-000-4218
Staples	General Office Supplies	Grants Division	CDBG Fund	\$2,000.00	2800-510-C11-4210
Staples	General Office Supplies	Controller	General Fund	\$6,500.00	1001-650-000-4210
Staples	General Office Supplies	Housing Authority	Local Housing Authority	\$1,000.00	2820-790-000-4210
Staples	General Office Supplies	Council	General Fund	\$300.00	1001-400-C01-4210
Staples	General Office Supplies	Council	General Fund	\$1,000.00	1001-400-C01-4249
Staples	General Office Supplies	Council	General Fund	\$300.00	1001-400-C02-4210
Staples	General Office Supplies	Council	General Fund	\$1,000.00	1001-400-C02-4249
Staples	General Office Supplies	Council	General Fund	\$300.00	1001-400-C03-4210
Staples	General Office Supplies	Council	General Fund	\$1,000.00	1001-400-C03-4249
Staples	General Office Supplies	Council	General Fund	\$300.00	1001-400-C04-4210
Staples	General Office Supplies	Council	General Fund	\$1,000.00	1001-400-C04-4249
Staples	General Office Supplies	Mayor	General Fund	\$300.00	1001-400-C05-4210
Staples	General Office Supplies	Mayor	General Fund	\$1,000.00	1001-400-C05-4249
Staples	General Office Supplies	City Manager	General Fund	\$6,900.00	1001-510-000-4210
Staples	General Office Supplies	City Manager	General Fund	\$3,000.00	1001-510-000-4218

APPENDIX A
Commonly Used Vendors

VENDOR	DESCRIPTION	DEPARTMENT	FUND	AMOUNT	ACCOUNT DETAIL
Staples	General Office Supplies	Planning and Econ. Development	General Fund	\$2,500.00	1001-780-000-4210
Staples	General Office Supplies	Parks & Recreation	Prop A	\$2,000.00	1001-840-000-4210
Staples	General Office Supplies	Parks & Recreation	General Fund	\$3,100.00	2000-840-000-4210
Staples	General Office Supplies	Building & Safety	General Fund	\$5,000.00	1001-770-000-4210
Staples	General Office Supplies	General Services	General Fund	\$2,500.00	1001-600-000-4210
Staples	General Office Supplies	General Services ITS	General Fund	\$500.00	1001-600-ITS-4210
Staples	General Office Supplies	General Services	Equipment Rental	\$1,000.00	6006-600-000-4210
Staples Total				\$62,500.00	
Office Depot	General Office Supplies	Human Resources	General Fund	\$1,500.00	1001-560-000-4210
Office Depot	General Office Supplies	Public Works	Gas Tax	\$2,000.00	2300-720-000-4210
Office Depot	General Office Supplies	Water	Water Enterprise Fund	\$15,000.00	5000-900-000-4249
Office Depot	General Office Supplies	City Manager	General Fund	\$1,500.00	1001-510-000-4210
Office Depot	General Office Supplies	City Clerk	General Fund	\$3,000.00	1001-470-000-4210
Office Depot	General Office Supplies	City Attorney	General Fund	\$4,500.00	1001-420-000-4210
Office Depot	General Office Supplies	Risk Management	Workers Compensation Fund	\$1,000.00	6300-420-000-4210
Office Depot	General Office Supplies	City Treasurer	General Fund	\$3,000.00	1001-440-000-4210
Office Depot	General Office Supplies	Building & Safety	General Fund	\$5,000.00	1001-770-000-4210
Office Depot	General Office Supplies	Planning and Econ. Development	General Fund	\$750.00	1001-780-000-4213
Office Depot Total				\$37,250.00	
TAJ Office Supply	General Office Supplies	Public Works	Gas Tax	\$2,300.00	2300-720-000-4210

APPENDIX A
Commonly Used Vendors

VENDOR	DESCRIPTION	DEPARTMENT	FUND	AMOUNT	ACCOUNT DETAIL
TAJ Office Supply	General Office Supplies	Public Works	Citywide Lighting	\$1,000.00	2502-710-000-4210
TAJ Office Supply	General Office Supplies	Council	General Fund	\$200.00	1001-400-C01-4210
TAJ Office Supply	General Office Supplies	Council	General Fund	\$200.00	1001-400-C02-4210
TAJ Office Supply	General Office Supplies	Council	General Fund	\$200.00	1001-400-C03-4210
TAJ Office Supply	General Office Supplies	Council	General Fund	\$200.00	1001-400-C04-4210
TAJ Office Supply	General Office Supplies	Mayor	General Fund	\$200.00	1001-400-C05-4210
TAJ Office Supply	General Office Supplies	City Manager	General Fund	\$1,500.00	1001-510-000-4210
TAJ Office Supply	General Office Supplies	City Manager	General Fund	\$3,000.00	1001-510-000-4218
TAJ Office Supply	General Office Supplies	CareerLink	General Fund	\$8,000.00	1001-810-000-4210
TAJ Office Supply	General Office Supplies	Controller	General Fund	\$1,500.00	1001-650-000-4210
TAJ Office Supply	General Office Supplies	Housing Authority	Local Housing Authority	\$9,000.00	2820 -790-000-4210
TAJ Office Supply Total				\$27,300.00	
Federal Express	Express Mail & Package Services	Human Resources	General Fund	\$500.00	1001-560-000-4249
Federal Express	Express Mail & Package Services	City Treasurer	General Fund	\$300.00	1001-440-000-4249
Federal Express	Express Mail & Package Services	Public Works	Citywide Lighting	\$2,500.00	2502-710-000-4249
Federal Express	Express Mail & Package Services	Grants Division	CDBG Fund	\$300.00	2800-510-C11-4249
Federal Express	Express Mail & Package Services	Controller	General Fund	\$500.00	1001-650-000-4249
Federal Express	Express Mail & Package Services	Housing Authority	Local Housing Authority	\$100.00	2820-790-000-4215
Federal Express	Express Mail & Package Services	Water	Water Enterprise Fund	\$3,000.00	5000-890-000-4216
Federal Express	Express Mail & Package Services	City Attorney	General Fund	\$1,000.00	1001-420-000-4249
Federal Express	Express Mail & Package Services	Risk Management	Workers Compensation Fund	\$500.00	6300-420-000-4249

APPENDIX A
Commonly Used Vendors

VENDOR	DESCRIPTION	DEPARTMENT	FUND	AMOUNT	ACCOUNT DETAIL
Federal Express	Express Mail & Package Services	City Manager	General Fund	\$500.00	1001-510-000-4215
Federal Express	Express Mail & Package Services	Council	General Fund	\$75.00	1001-400-C01-4215
Federal Express	Express Mail & Package Services	Council	General Fund	\$75.00	1001-400-C02-4215
Federal Express	Express Mail & Package Services	Council	General Fund	\$75.00	1001-400-C03-4215
Federal Express	Express Mail & Package Services	Council	General Fund	\$75.00	1001-400-C04-4215
Federal Express	Express Mail & Package Services	Mayor	General Fund	\$75.00	1001-400-C05-4215
Federal Express	Express Mail & Package Services	Planning and Econ. Development	General Fund	\$200.00	1001-780-000-4213
Federal Express	Express Mail & Package Services	General Services	General Fund	\$100.00	1001-51-0000-4215
Federal Express	Express Mail & Package Services	City Clerk	General Fund	\$1,000.00	1001-47-0000-4215
Federal Express Total				\$10,875.00	
US Postmaster	City mail services	City Clerk	General Fund	\$30,000.00	1001-470-000-4215
US Postmaster	Permit fees and postage	Water	Enterprise Water Fund	\$10,000.00	5000-900-000-4217
US Postmaster Total				\$40,000.00	
Grainger	General Maintenance Supplies	Public Works	Citywide Lighting	\$4,000.00	2502-720-000-4236
Grainger	General Maintenance Supplies	General Services	General Fund	\$15,000.00	1001-600-000-4236
Grainger	General Maintenance Supplies	Water	Enterprise Water Fund	\$15,000.00	5000-880-000-4235
Grainger	General Maintenance Supplies	Water	Enterprise Water Fund	\$3,000.00	5000-860-000-4235
Grainger	General Maintenance Supplies	Parks and Recreation	General Fund	\$2,500.00	1001-840-000-4237
Grainger Total				\$39,500.00	

APPENDIX A
Commonly Used Vendors

VENDOR	DESCRIPTION	DEPARTMENT	FUND	AMOUNT	ACCOUNT DETAIL
Mid Cities	Small Miscellaneous Supplies	Public Works	Citywide Lighting	\$2,500.00	2502-720-000-4236
Mid Cities	Small Miscellaneous Supplies	General Services	General Fund	\$10,000.00	1001-600-000-4236
Mid Cities	Small Miscellaneous Supplies	Water	Water Enterprise Fund	\$2,000.00	5000-860-000-4235
Mid Cities	Small Miscellaneous Supplies	Water	Water Enterprise Fund	\$15,000.00	5000-880-000-4235
Mid Cities	Small Miscellaneous Supplies	Parks and Recreation	General Fund	\$5,000.00	1001-840-000-4236
Mid Cities Total				\$34,500.00	
Aramark	Uniforms Rental	Public Works	General Fund	\$25,590.00	1001-720-000-4269
Aramark	Uniforms Rental	General Services	Equipment Rental	\$6,200.00	6006-600-000-4246
Aramark	Uniforms Rental	General Services	General Fund	\$10,000.00	1001-510-000-4249
Aramark Total				\$41,790.00	
Waxies Enterprises	Janitorial Supplies	Water	Enterprise Water Fund	\$3,000.00	5000-860-000-4235
Waxies Enterprises	Janitorial Supplies	Water	Enterprise Water Fund	\$3,000.00	5000-880-000-4235
Waxies Enterprises	Janitorial Supplies	General Services	General Fund	\$15,000.00	1001-600-000-4239
Waxies Enterprises	Janitorial Supplies	Fire	General Fund	\$5,500.00	1001-690-000-4239
Waxies Enterprises Total				\$26,500.00	
GRAND TOTAL				\$320,215.00	

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO CITYWIDE VENDORS LISTED IN “APPENDIX A” FOR THE PROCUREMENT OF OFFICE SUPPLIES AND SERVICES FOR FISCAL YEAR 2014-2015

Kelly Montgomery
DEPARTMENT MANAGER’S SIGNATURE

8/28/2014 1:49:31 PM
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.

September 2, 2014

TO: MAYOR AND CITY COUNCIL

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 AUTHORIZING THE CITY MANAGER TO ACCEPT \$56,642 FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) NATIONAL TRANSIT DATA (NTD) FUNDS, AMEND THE PUBLIC WORKS/MUNICIPAL UTILITIES BUDGET AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2011-2012

SUMMARY

This resolution accepts Fifty Six Thousand Six Hundred Forty Two Dollars (\$56,642) of the Los Angeles County Metropolitan Transportation Authority (LACMTA) National Transit Data (NTD) funds, amends the Fiscal Year 2014-2015 Public Works/Municipal Utilities Department budget, and authorizes the City Manager to enter into a Memorandum of Understanding with the LACMTA for successfully reporting to the National Transit Database for FY 2010-2011.

BACKGROUND

There are many cities that operate locally funded fixed route and dial-a-ride public transit services in Los Angeles County. Rather than have each city report data directly to the Federal Transit Administration (FTA), the Metropolitan Transportation Authority submits a consolidated National Transit Data report to the FTA on behalf of more than 45 cities. The data submitted by each of the local operators generates additional Federal Section 5307 capital funds to the region. Once Congress apportions the funds, MTA enters into Memorandum of Understandings with each city to make payment to each city for their share of the revenues generated for the Los Angeles County region. Each participating jurisdiction city is paid dollar-for-dollar for what their service generates for the Los Angeles County Region, minus the cost of the audit. The local funds provided through this MOU must be spent consistent with Proposition A and C Local Return Guidelines.

On November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes.

On September 26, 2001, the Los Angeles County Metropolitan Transportation Authority (LACMTA) authorized payment of Proposition A Discretionary Incentive Funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data to the National Transit Database.

LACMTA NTD Staff Report
September 2, 2014
Page Two

On June 19, 2013, LACMTA approved the FY2013-14 transit funding allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY2011-12.

Therefore, upon adoption of this resolution, the City Manager will sign a Letter of Agreement and Memorandum of Understanding with the Los Angeles County Metropolitan Transportation Authority which entitles the City of Compton to receive a grant of Fifty Six Thousand Six Hundred Forty Two Dollars (\$56,642) for the City's participation in the National Transit Data Base development for fiscal year 2011-2012.

STATEMENT OF THE ISSUE

City Council authorization is required for the acceptance of grant funds and a budget Amendment that will authorize the City Manager to appropriate Proposition A, Local Return Program Funds to the FY2014-15 Public Works/Municipal Utilities Department budget. City Council authorization is also necessary to enter into a Memorandum of Understanding with the LACMTA for successfully reporting to the NTD for FY2011-12.

ALTERNATIVE

The City of Compton desires to receive its portion of Proposition A Discretionary Incentive Funds entitled to each participating agency for submitting data to the National Transit Database.

FISCAL IMPACT

The City agrees that the expenditures of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit, and lapsing requirements of Proposition A and Proposition C Local Return guidelines which include the expenditures of funds deemed to be for public transit purposes to sustain or improve the quality and safety of and/or access to public transit by the general public or those requiring special public transit assistance. Funds will be appropriated as follows:

REVENUES

Grant Funding sources include Federal Transit Administration, United States Department of Transportation (USDOT) and Federal Highway Administration.

<u>Proposition A, Discretionary Incentive Grant Program</u>		
(MOU.PAICOMPT13)	Account No. 2000-710-000-4269	\$56,642

LACMTA NTD Staff Report
September 2, 2014
Page Three

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution.

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

APPROVED FOR FORWARDING

G. HAROLD DUFFEY
CITY MANAGER

GHD:GK:JS

Attachment: Memorandum of Understanding

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT \$56,642 FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) NATIONAL TRANSIT DATA (NTD) FUNDS, AMEND THE PUBLIC WORKS/MUNICIPAL UTILITIES BUDGET AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2011-2012

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote, Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the Los Angeles County Metropolitan Transportation Authority (LACMTA) authorized payment of Proposition A Discretionary Incentive Funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 19, 2013 meeting, the LACMTA approved the Fiscal Year 2013-2014 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2011-2012; and

WHEREAS, the City of Compton has been a participant in the LACMTA's Consolidated National Transit Database (NTD) Reporters Random Sampling Program for Fiscal Year 2011-2012 and has voluntarily submitted NTD data to the MTA for FY 2011-2012 which successfully passed the independent audit; and

WHEREAS, the City has been awarded funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the Fiscal Year 2011-2012 Report Year; and

WHEREAS, the City agrees that the expenditures of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit, and lapsing requirements of Proposition A and Proposition C Local Return guidelines which include the expenditures of funds deemed to be for public transit purposes to sustain or improve the quality and safety of and/or access to public transit by the general public or those requiring special public transit assistance; and

WHEREAS, the Public Works/Municipal Utilities Department will accept the Fifty Six Thousand Six Hundred Forty Two Dollars (\$56,642) from the Los Angeles County Metropolitan Transportation Authority National Transit Data Funds and amend the Public Works/Municipal Utilities Department's FY 2014-2015 budget; and

WHEREAS, LACMTA requires that the City of Compton execute a Memorandum of Understanding and that the City of Compton submit an invoice in the amount of Fifty Six Thousand Six Hundred Forty Two Dollars (\$56,642) in order to receive payment.

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

RESOLUTION NO. _____

Page Two

SECTION 1. That the Mayor and City Council authorizes the City Manager to accept Los Angeles County Metropolitan Transportation Authority National Transit Data funds in the amount of \$56,642 and amend the Public Works/Municipal Utilities Department’s FY 2014-2015 budget to accept the funds in account no. 2000-710-000-4269 for the additional expenditures and account no. 2000-000-000-3579 for the increased revenues.

SECTION 2. That the Mayor and City Council authorizes the City Manager to enter into a Memorandum of Understanding with the LACMTA regarding the collecting and reporting data for the NTD for Report Year 2012 and to submit an invoice in the amount of Fifty Six Thousand Six Hundred Forty Two Dollars (\$56,642).

SECTION 3. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney, City Controller and the Public Works/Municipal Utilities Department.

SECTION 4. That the Mayor shall sign and City Clerk attests to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council of the City of Compton, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2014.

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

AYES: **COUNCIL MEMBERS—**
NOES: **COUNCIL MEMBERS—**
ABSENT: **COUNCIL MEMBERS—**

CITY CLERK OF THE CITY OF COMPTON

JUN 16 2014

DATE: June 10, 2014

TO: Voluntary NTD Reporters for FY '12

FROM: Pari Ahmadi, Metro

SUBJECT: FY '14 National Transit Database Memorandum of Understanding (MOU)

Enclosed you will find three copies of the MOU that will allow your city to receive payment from Metro for successfully reporting your transit system's FY '12 National Transit Database (NTD) statistics through Metro's consolidated NTD report.

The MOU has been approved and signed by MTA County Counsel. Please have your Mayor or City Manager sign the last page of each copy, then return all three original copies to me.

Please hand carry, courier, or express mail the MOUs to my attention so they don't get lost. I will then forward the MOUs to our CEO for signature. Once signed by our CEO, I will send you a copy of the executed MOU for your records.

When you get the executed MOU from us, send an official looking invoice directly to our accounts payable department for the dollar amount indicated on the MOU. (Also, please reference the MOU #). Their e-mail address is:

accountspayable@metro.net

Here is some information to use when speaking with your management regarding this MOU.

Overview of National Transit Database Voluntary Reporting Program

There are many cities that operate locally funded fixed route and dial-a-ride public transit services in LA County. Rather than have each city report data directly to the Federal Transit Administration (FTA), the MTA submits a consolidated NTD report to the FTA on behalf of 45+ cities. The data submitted by each of the local operators generates additional Federal Section 5307 capital funds to the region. Once Congress apportions the funds, MTA enters into MOUs with each city to make payment to each city for their share of the revenues generated for the LA County region. The MOU amount is determined as described in Article 3.0 of this MOU.

Each participating city is paid dollar-for-dollar for what their service generates for the LA County region, minus the cost of the audit. (See Attachment A for the breakdown of how much each city generated for FY '12)

#7.

Additionally, the MTA substitutes local funds with federal funds. The local funds provided through this MOU must be spent consistent with Proposition A and C Local Return Guidelines adopted by the MTA Board, as described in Article 4.3 of this MOU.

Each city is requested to send a confirmation email when MOUs are received in the mail. If you have any questions, please call Pari at 213-922-2864.

Attachment

Memorandum of Understanding for Collecting and Reporting Data for the National Transit Database for Report Year 2012 (3 copies)

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2012**

This Memorandum of Understanding (MOU) is entered into as of May 21, 2014 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Compton (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 19, 2013 meeting, LACMTA approved the Fiscal Year FY 2013-14 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2011-12; and

WHEREAS, the City has been a participant in LACMTA's Consolidated National Transit Database (NTD) Reporters Random Sampling Program for FY 2011-12 and has voluntarily submitted NTD data to the LACMTA for FY 2011-12 which successfully passed independent audit without findings; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2011-12 Report Year (the "Project"); and

WHEREAS, on March 10, 2014, the Federal Transit Administration (FTA) published in the Federal Register the FY 2013-14 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

- 1.0 This Memorandum of Understanding ("MOU") will be in effect from **July 1, 2013**, through **June 30, 2015** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

- 2.0 To receive payment for the submittal of the FY 2011-12 NTD statistics, the City warrants that it:
- A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics;
 - B. Prepared and submitted the FY 2011-12 **ANNUAL NTD REPORT** of the City's fixed-route and/or demand response transit service to the LACMTA on or before **September 30, 2012**;
 - C. Allowed the LACMTA to assign an independent auditor to review the submitted FY 2011-12 NTD statistics for conformity in all material respects with the accounting requirements of the FTA as set forth in its applicable Uniform System of Accounts.

ARTICLE 3. PAYMENT OF FUNDS TO CITY

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2011-12 NTD statistics. LACMTA shall pay the City for submitting the FY 2011-12 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE

For City's motor bus service, LACMTA shall pay an amount equal to the 136,085 revenue vehicle miles reported by the City multiplied by the FTA unit value of \$.4199683 per revenue vehicle mile, plus the 453,822 passenger miles reported by the City squared, divided by the \$924,199 operating cost reported by the City, multiplied by the FTA unit value of \$.0093838 less the cost of the \$2,601 in audits paid by LACMTA. See Attachment A for detail.

- 3.1 The City shall submit one invoice to LACMTA prior to **December 31, 2015**, in the amount of **\$56,642** in order to receive its payment described above.

3.2 **INVOICE BY CITY:**

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOU.PAICOMPT14 M.S. Pari Ahmadi (99-24-4)

ARTICLE 4. CONDITIONS

- 4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.
- 4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.
- 4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.
- 4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.
- 4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

- 5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

- 6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.
- 6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

- 7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority

#7.

MOU.PAICOMPT14

One Gateway Plaza
Los Angeles, CA 90012
Attention: Pari Ahmadi (99-24-4)

7.1 City's Address:
Compton
205 S. Willowbrook Ave.
Compton, CA 90220
Attn: John Strickland
jstrickland@comptoncity.org

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:
City of Compton

Los Angeles County Metropolitan
Transportation Authority

Mayor

By: _____
Arthur T. Leahy
Chief Executive officer

Date: _____

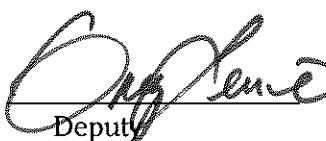
Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____
Legal Counsel

By: _____
Deputy

Date: _____

Date: 6/6/14

MODE	Number of Vehicles in Operation	Total Vehicle Miles	Total Vehicle Hours	Total Vehicle Revenue	Total Passenger Trips	Total Passenger Miles	Total Operating Costs	Total Farebox Revenue	Net Contract Expenditures	Cost of Audit	Total \$ Due to Juris. Before Tier 2 Deduction	Tier 1 Operator Deduction	Total \$ Due to Jurisdiction
MB	8	187,605	17,985	172,089	16,769	615,395	1,612,705	907,725	145,033	762,692	\$ 4,353	94,813	94,813
DR	7	149,270	15,807	120,127	13,659	47,476	119,040	783,352	-	783,352	\$ 2,222	48,399	48,399
DR	2	30,342	3,543	15,037	2,272	7,519	13,811	151,776	-	151,776	\$ 278	6,053	6,053
DR	6	114,011	9,979	107,545	9,482	38,215	140,017	1,172,589	17,487	1,155,082	\$ 1,996	43,337	43,337
MB	6	307,862	26,273	284,934	24,784	80,820	1,067,397	1,067,397	155,524	912,413	\$ 5,930	117,525	117,525
MB	2	55,952	5,360	48,776	4,934	18,076	58,097	232,582	2,769	229,793	\$ 905	19,721	19,721
MB	2	75,932	5,283	74,179	5,077	95,645	250,661	315,684	34,619	281,065	\$ 1,449	31,571	31,571
MB	4	44,762	4,210	41,960	3,913	12,734	48,538	241,570	9,941	231,629	\$ 778	18,596	18,596
MB	3	103,959	9,676	98,784	9,240	190,769	499,957	544,367	64,757	479,610	\$ 2,010	43,785	43,785
MB	3	63,458	7,777	57,825	7,050	49,738	107,614	582,238	32,749	549,489	\$ 1,074	23,397	23,397
MB	13	341,193	28,427	287,828	19,974	208,072	702,549	1,173,045	110,738	1,062,307	\$ 5,102	111,122	111,122
MB	10	158,125	7,763	139,462	17,515	459,089	692,444	32,647	659,797	\$ 2,696	58,729	58,729	
MB	2	26,682	2,171	22,536	1,973	2,255	18,903	84,631	82,031	\$ 417	9,079	9,079	
DR	8	111,211	5,904	33,292	33,292	138,037	601,900	70,483	531,417	\$ 2,063	44,939	44,939	
MB	8	31,908	3,908	364,110	23,353	629,824	2,139,408	249,310	1,890,096	\$ 7,237	157,628	157,628	
MB	7	330,312	23,478	290,276	21,528	208,175	548,195	1,151,514	1,320,527	\$ 5,439	118,460	118,460	
MB	4	65,968	6,166	47,293	4,729	34,649	298,953	12,385	286,568	\$ 874	19,026	19,026	
MB	5	151,694	12,643	136,085	11,870	173,165	453,822	934,199	128,857	795,342	\$ 2,601	56,642	56,642
MB	4	59,115	9,890	69,476	7,518	65,803	388,367	6,076	382,291	\$ 1,285	27,968	27,968	
MB	1	36,500	3,378	34,592	3,230	123,920	324,763	160,381	160,381	\$ 908	19,768	19,768	
DR	1	11,190	1,317	8,348	1,014	1,593	6,199	81,093	-	81,093	\$ 154	3,556	3,556
DR	10	1,168	1,168	88	1,168	1,571	96	5,777	96	5,681	\$ 22	473	473
MB	8	170,944	15,557	150,151	14,017	231,933	607,838	1,446,882	91,780	1,354,922	\$ 2,873	62,582	62,582
MB	10	107,633	12,207	85,560	7,964	131,872	101,505	875,703	4,588	871,135	\$ 1,582	34,461	34,461
MB	7	83,932	6,945	82,150	6,791	265,908	698,966	629,728	987,729	\$ 1,803	39,277	39,277	
MB	2	248,150	24,903	241,052	23,823	771,843	2,022,805	1,293,368	277,688	977,610	\$ 5,793	126,179	126,179
MB	6	103,657	9,976	91,468	8,860	28,584	111,094	1,003,350	12,282	990,668	\$ 1,891	36,858	36,858
MB	29	622,432	46,790	100,188	91,972	27,611	75,138	780,857	1,101,945	5,454,902	\$ 17,331	370,945	370,945
MB	2	103,537	14,867	100,188	11,777	27,611	75,138	780,857	1,101,945	5,454,902	\$ 17,331	370,945	370,945
MB	2	31,061	2,938	30,818	2,590	10,953	23,705	246,231	3,791	242,440	\$ 570	12,404	12,404
MB	5	205,216	20,355	202,550	19,721	455,264	1,193,132	876,330	160,103	715,237	\$ 4,404	95,922	95,922
MB	2	41,589	4,037	37,203	3,705	67,739	177,527	207,330	12,557	194,773	\$ 748	18,302	18,302
MB	6	271,384	31,928	31,928	30,277	13,372,172	3,596,116	2,013,039	201,039	1,042,246	\$ 8,966	195,293	195,293
MB	1	115,813	10,972	96,103	9,484	24,586	77,262	481,581	9,755	471,826	\$ 1,777	38,700	38,700
MB	7	68,710	4,390	61,539	3,927	140,166	387,340	224,350	22,180	202,170	\$ 1,382	30,106	30,106
MB	1	28,788	3,513	25,728	3,304	19,980	186,695	-	-	186,695	\$ 539	11,736	11,736
MB	3	85,155	7,025	78,927	6,608	93,054	245,976	397,026	18,721	379,305	\$ 1,517	33,037	33,037
MB	2	126,322	9,004	109,932	8,230	212,208	586,143	426,601	41,842	384,769	\$ 2,307	50,245	50,245
MB	2	107,417	8,059	86,080	7,424	76,458	200,619	793,282	37,082	361,190	\$ 1,630	35,508	35,508
MB	4	151,435	14,740	141,346	13,408	373,363	978,490	989,932	85,944	707,958	\$ 3,102	67,576	67,576
DR	3	46,601	6,083	43,461	5,811	11,889	61,692	213,279	8,593	204,686	\$ 1,079	23,463	23,463
DR	6	253,445	20,991	223,738	18,840	376,496	78,750	347,241	20,234	327,007	\$ 831	18,094	18,094
MB	2	40,916	4,644	37,330	4,369	16,150	966,701	1,041,806	54,641	987,165	\$ 4,510	98,223	98,223
MB	16	622,497	54,033	594,803	52,427	1,531,527	4,013,745	3,909,108	-	455,730	\$ 690	15,020	15,020
MB	3	125,703	10,957	102,939	9,606	27,377	115,081	586,650	3,322,258	12,663	275,608	275,608	
MB	5	118,379	9,484	119,904	8,948	314,238	596,741	473,941	-	473,941	\$ 1,909	41,584	41,584
DR	3	66,457	7,078	58,551	5,146	11,402	42,187	381,193	5,595	566,257	\$ 2,250	48,018	48,018
DR	2	19,653	1,847	16,236	1,595	31,089	302,009	301,009	-	302,009	\$ 1,081	23,554	23,554
DR	2	87,884	7,123	78,691	6,319	188,575	498,828	447,915	64,006	337,879	\$ 1,709	37,228	37,228
DT	9	172,094	10,931	92,817	92,817	238,851	990,929	96,337	932,592	\$ 3,196	69,613	69,613	
MB	3	42,190	4,784	42,190	4,391	33,925	338,171	5,598	392,573	\$ 779	16,967	16,967	
MB	5	47,693	5,282	124,004	11,649	104,402	273,611	46,661	505,171	\$ 3,161	68,659	68,659	
MB	4	176,834	12,404	168,459	11,649	104,402	342,238	551,822	332,795	\$ 1,693	36,874	36,874	
MB	5	100,175	9,941	91,149	7,524	23,104	102,412	342,238	9,441	332,795	\$ 1,693	36,874	36,874
MB	4	95,446	12,998	82,229	11,173	58,066	153,176	894,284	2,703	891,581	\$ 1,527	33,250	33,250
MB	287	7,485,218	688,397	7,092,789	646,173	12,379,720	32,813,603	43,975,603	4,177,216	40,958,713	\$ 147,000	3,207,838	3,077,770
MB	149	4,004,533	436,140	4,004,533	407,690	17,196,848	27,412,905	36,608,760	6,277,322	30,349,438	\$70,401	1,803,983	1,595,089
MB	65	589,382	79,218	513,571	60,701	126,300	625,377	3,834,282	52,985	3,781,307	\$8,137	208,503	208,503
MB	215	5,073,846	517,338	4,918,104	468,591	17,225,148	28,038,282	40,461,052	6,330,307	34,130,745	\$ 78,538	2,012,408	1,717,930
Total													
Total, NTD 9166 Funds													

FY14 Revenue Mile Rate	0.4199683
FY14 Passenger Mile Rate	0.0093838

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT \$56,642 FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) NATIONAL TRANSIT DATA (NTD) FUNDS, AMEND THE PUBLIC WORKS/MUNICIPAL UTILITIES BUDGET AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2011-2012

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

7/31/2014 3:55:11 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

8/28/2014 2:24:17 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

8/28/2014 1:29:04 PM
DATE

Johnny Ford
CITY MANAGER

8/4/2014 12:54:26 PM
DATE

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

September 2, 2014

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF COMPTON LEVYING A MUNICIPAL TAX
RATE FOR THE FISCAL YEAR 2014-2015**

SUMMARY

The purpose of this ordinance is to authorize the levy of the assessed valuation municipal tax rate for fiscal year 2014-2015.

BACKGROUND

The City has levied municipal tax (parcel tax) for several years in line with Section 1402, 1600 and 1601 of the City Charter to pay for the City's obligations under the employees' retirement plan managed by the California Public Employees' Retirement System (CalPERS). The municipal tax is normally collected by the Los Angeles County, Auditor-Controller on behalf of the City. The Los Angeles County, Auditor-Controller has based assessed values at market values and, it is necessary to set the municipal tax at a rate based on market value. The municipal tax rate has remained unchanged over the years and the current rate is the same as the prior years' rate.

STATEMENT OF ISSUE

Los Angeles County, Auditor-Controller requested that the Municipal Rate ordinance be passed each year even though the municipal tax rate remained unchanged. This agenda item is required to comply with the request of the Los Angeles County. Similar action was performed last year.

FISCAL IMPACT

The passing of the ordinance will ensure that the City's retirement fund continues to receive the municipal parcel tax revenues in line with the requirements of the City Charter for the purpose stipulated by the Charter.

ALTERNATIVE

The City's General Fund will have to pay the cost of the retirement obligations resulting in severe financial consequences to other City programs and services.

#8.

RECOMMENDATION

It is hereby recommended that the City Council approve the attached ordinance.

**G.HAROLD DUFFEY
CITY MANGER**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON LEVYING A MUNICIPAL TAX RATE FOR THE FISCAL YEAR 2014-2015

WHEREAS, the City has levied municipal tax (parcel tax) for several years in line with Section 1402, 1600 and 1601 of the City Charter to pay for the City’s obligations under the employees’ retirement plan managed by the California Public Employees’ Retirement System (CalPERS); and

WHEREAS, the municipal tax is normally collected by the Los Angeles County, Auditor-Controller on behalf of the City; and

WHEREAS, the Los Angeles County, Auditor-Controller has based assessed rates at market values and, it is necessary to set the municipal tax at a rate based on market value; and

WHEREAS, it is required that the City certify the municipal tax rate every year.

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

Section 1. That there is hereby levied a municipal tax upon the equalized assessment of the taxable property in the City of Compton at a market valuation of following rates (per cent):

Taxation District #1.....0.451632

(Old City of Compton, Annexations 1 to 3 inc; 5 to 10 inc; 13 to 32 inc; 106, 107, 111 to 122 inc; 125 to 133 inc; 136 to 139 inc; 141 to 143 inc; 145, 147, 149, 151, 152, 153A, 155, 158, 159, 160, 161, 163, 164, 168, 172A, 173B)

Rosecrans Redevelopment Project.....0.451632

Walnut Industrial Redevelopment Project.....0.451632

Section 2. That said rate is made up as follows:

Employee Retirement (Debt Service).....0.451632

Section 3. That the City Clerk shall certify to the passage of this Ordinance by the City Council, to its attest action by the City Clerk, and shall cause this Ordinance to be published as required by law.

Section 4. That the Mayor shall sign and the City Clerk is authorized to execute this Ordinance on behalf of the City Council of the City of Compton.

ADOPTED this _____ day of _____, 2014

MAYOR OF THE CITY OF COMPTON

Ordinance No: _____
Page 2

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 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 this _____ day of _____, 2014

That said Ordinance is 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

RESOLUTION SIGN-OFF FORM

DEPARTMENT:

Controller

RESOLUTION TITLE:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON LEVYING A MUNICIPAL TAX RATE FOR THE FISCAL YEAR 2014-2015

<ManagersName>

<ManagersDate>

DEPARTMENT MANAGER’S SIGNATURE

DATE

REVIEW / APPROVAL

<LegalName>

<LegalDate>

CITY ATTORNEY

DATE

<ControllerName>

<ControllerDate>

CITY CONTROLLER

DATE

<CityManager>

<CityManagerDate>

CITY MANAGER

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.

September 2, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

**SUBJECT: 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 FOR \$1,000,000 TO
PURCHASE IMPORTED WATER FOR THE 2014-15 FISCAL
YEAR**

SUMMARY

This resolution will authorize the City Manager to issue a purchase order in the amount of \$1,000,000 to Metropolitan Water District of Southern California (“MWD”) to pay for capacity charges, readiness to serve charges and for imported water purchased for the City of Compton.

BACKGROUND

The Department of Public Works & Municipal Utilities, Water Utility Division provides for the City’s water demands through two (2) sources; groundwater pumping wells and imported water purchases from the MWD.

STATEMENT OF THE ISSUE

The Water Utility Division delivers a total annual demand of approximately 8,000 acre-feet of water. This is provided through groundwater pumping rights of 5,780 acre-feet of water (75%) and MWD imported water purchases of approximately 2,220 acre-feet.

The Water Utility Division produces groundwater through its water rights from City water wells, augmented with additional, leased-in groundwater rights from other entities, and combines this with imported water purchased from MWD to meet the total water demand.

Despite acquiring additional groundwater rights through lease agreements for Fiscal Year 2014-15, the City does not have sufficient rights to meet all its anticipated demands, therefore, the Water Utility Division anticipates purchasing 900 acre-feet of imported water from MWD for the 2014-15 fiscal year to meet its annual demands.

Resolution Staff Report MWD – Page 2

ALTERNATIVE

No other options exist. The City is one of the original MWD thirteen member agencies and has been a member since 1931. This purchase is to insure adequate water supplies to meet our total water demand and fulfill our obligation as a member agency.

FINANCIAL IMPACT

It is estimated that the capacity charges from MWD for FY 2014-15 is \$1,000,000.00 (One Million Dollars). Adequate funds are available as part of the approved FY 2014-15 Water Utility Division's Budget in Account No. 5000-850-000-4252 (MWD Water Purchase). After this deduction, the remaining balance of this account will be \$1,000,000.00 (One Million Dollars).

RECOMMENDATION

It is recommended that the attached resolution authorizing the City Manager to issue a purchase order in the amount of \$1,000,000.00 (One Million Dollars) to MWD be adopted.

**CHAD BLAIS, DEPUTY DIRECTOR
DEPARTMENT OF PUBLIC WORKS & MUNICIPAL UTILITIES
WATER UTILITY DIVISION**

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

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 ISSUE A PURCHASE ORDER
TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN
CALIFORNIA FOR \$1,000,000 TO PURCHASE IMPORTED WATER FOR
THE 2014-15 FISCAL YEAR**

WHEREAS, the purchase of water from the Metropolitan Water District of Southern California (“MWD”) will assist the Water Utility Division in the fulfillment of its goals and objectives; and

WHEREAS, the Water Utility Division anticipates purchasing 900 acre-feet of imported water from MWD for the 2014-15 fiscal year for its customers; and

WHEREAS, the Water Utility Division delivers a total annual demand of approximately 8,000 acre-feet of water. This is provided through groundwater pumping rights of 5,780 acre-feet of water (75%) and despite acquiring additional groundwater rights through lease agreements the City does not have sufficient rights to meet all its anticipated demands, therefore, it is estimated that the cost for Fiscal Year 2014-15 will be One Million Dollars (\$1,000,000.00); and

WHEREAS, funds have been allocated in the Water Utility Division’s 2014-15 Fiscal Year Budget in Account No. 5000-850-000-4252 (MWD – Water Purchase).

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order in the amount of One Million Dollars (\$1,000,000.00) to Metropolitan Water District of Southern California.

SECTION 2. That funds have been allocated in the Water Utility Division’s 2014-15 Fiscal Year Budget in Account No. 5000-85-0000-4252 (MWD Water Purchase).

SECTION 3. That a copy of this Resolution shall be filed in the office of the City Manager, City Controller, Department of Public Works & Municipal Utilities - Water Utility Division and the Metropolitan Water District of Southern California.

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

ADOPTED this ____ day of _____, 2014.

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 forgoing 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 _____, 2014.

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Water Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA FOR PURCHASING WATER FOR THE 2014-15 FISCAL YEAR

Chad Blais
DEPARTMENT MANAGER’S SIGNATURE

8/28/2014 3:54:27 PM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

Stephen Ajobiewe
CITY CONTROLLER

8/28/2014 7:25:40 PM
DATE

Kelly Montgomery
CITY MANAGER

8/28/2014 7:07:59 PM
DATE

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

September 2, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

**SUBJECT: 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 FOR \$2,000,000 FOR
GROUNDWATER PRODUCTION ASSESSMENT FEES FOR THE
2014-15 FISCAL YEAR**

SUMMARY

This resolution authorizes the City Manager to issue a purchase order in the amount of \$2,000,000 to the Water Replenishment District Southern California (“WRD”) for groundwater Replenishment Assessment fees for FY 2014-15.

BACKGROUND

The Department of Public Works & Municipal Utilities, Water Utility Division provides for the City’s water demands through two (2) sources; groundwater production, and water purchased from the MWD.

STATEMENT OF THE ISSUE

The groundwater basin is managed by the WRD. WRD purchases imported and highly-treated recycled water, and adds this to captured storm water to recharge the groundwater supply. WRD manages the groundwater basin and insures that the groundwater supply is properly recharged back into the basin. Groundwater pumped by municipal water utilities, water companies, and others are imposed a Replenishment Assessment fee (RA) by WRD for basin recharge purposes. The funds generated from the RA cover the cost of water purchased to replenish the two largest and most utilized groundwater basins in Southern California.

ALTERNATIVE

None

WRD Staff Report
Page 2

FINANCIAL IMPACT

The estimated annual cost for FY 2014-15 groundwater production is approximately \$2,000,000.00 (Two Million Dollars). The Water Utility Division requests the issuance of a purchase order to WRD in the amount of \$2,000,000.00 (Two Million Dollars).

Account 5000-850-000-4251 (WRD-Water Purchase) was allocated \$2,000,000.00 (Two Million Dollars). After this deduction the balance will be a zero.

RECOMMENDATION

It is staff recommendation that the City Council approve this resolution authorizing the City Manager to issue a purchase order in the amount of \$2,000,000.00 (Two Million Dollars) to WRD.

CHAD BLAIS, DEPUTY DIRECTOR
DEPARTMENT OF PUBLIC WORKS & MUNICIPAL UTILITIES
WATER UTILITY DIVISION

GLEN W. C. KAU, P.E., DIRECTOR
DEPARTMENT OF PUBLIC WORKS & MUNICIPAL UTILITIES

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 ISSUE A PURCHASE ORDER TO THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FOR \$2,000,000 FOR GROUNDWATER PRODUCTION ASSESSMENT FEES FOR THE 2014-15 FISCAL YEAR

WHEREAS, the Department of Public Works & Municipal Utilities - Water Utility Division provides for the City's water needs through two sources, groundwater production, and water purchased from the Water Replenishment District; and

WHEREAS, pumping water from the underground basin assist the Water Utility Division in the fulfillment of its goals and objectives; and

WHEREAS, the groundwater basin is monitored and managed by the Water Replenishment District and Compton's allowable groundwater rights is 5,780 acre feet of water per year; and

WHEREAS, the Water Utility Division intends to produce and deliver approximately 7,100 acre-feet of groundwater (100%) of the City's annual demand through groundwater production; by pumping more groundwater and leasing water rights from other entities we will purchase less water from MWD; and

WHEREAS, It is estimated that the assessment fees for pumping water from the basin for Fiscal Year 2014-15 will be \$2,000,000.00 (Two Million Dollars); and

WHEREAS, funds are available in the Water Utility Division's 2014-15 Fiscal Year Budget in Account No. 5000-850-000-4251 (WRD – Water Purchase).

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

Section 1. That the City Manager is hereby authorized to issue a purchase order to the Water Replenishment District of Southern California in the amount of \$2,000,000.00 (Two Million Dollars).

Section 2. That Account No. 5000-850-000-4251 (WRD-Water Purchase) was allocated \$2,000,000.00 (Two Million Dollars).

Section 3. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller the Water Replenishment District and the Water Utility Division.

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

ADOPTED this ____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE TWO

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2014.

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Water Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FOR \$2,000,000 FOR GROUNDWATER PRODUCTION ASSESSMENT FEES FOR THE 2014-15 FISCAL YEAR

Chad Blais
DEPARTMENT MANAGER’S SIGNATURE

8/28/2014 3:54:40 PM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

Stephen Ajobiewe
CITY CONTROLLER

8/28/2014 7:26:39 PM
DATE

Kelly Montgomery
CITY MANAGER

8/28/2014 7:08:58 PM
DATE

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

September 2, 2014

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 AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO QUANTUM CONSULTING, INC. FOR THE PREPARATION OF PLANS AND SPECIFICATION FOR DESIGN OF WATERMAIN REPLACEMENT FOR THE ORIS/WINONA ALLEY PROJECT (CIP# 14-180).

SUMMARY

This resolution authorizes the City Manager to enter into a professional services agreement and issue a purchase order in the amount of \$41,920.00 to Quantum Consulting, Inc., for the purposes of preparing construction documents to construct a water main and to effect alley improvements at the Oris/Winona Alley as shown in Exhibit 1 (see attached).

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.

At its regularly scheduled meeting of October 22, 2013, the City Council awarded a construction contract to effect the alley improvements. However, during utility location and initial grading activities, it was determined that the existing four-inch water main was too shallow, along with the water connections that serve the adjacent properties along the alley. This condition has caused the alley improvements project to halt at this time.

STATEMENT OF THE ISSUE

To complete the alley improvements requires the water main to be relocated, along with all the appurtenances. The new water main will be relocated to a proper depth below the alley pavement. Construction plans and specifications are required to effect the new water main installation. The alley improvements will be completed as part of the water main project.

In late March 2014, staff contacted Quantum Consulting, Inc. (consultant) to provide costs to prepare the necessary construction documents. This consultant was selected since they had previously prepared the alley construction documents and would already have the necessary site information to produce the construction documents in a relatively short time. The consultant estimated plan preparation will require approximately 10-15 working days. Also, the original

September 2, 2014

Oris/Winona Alley Water Main Design

Page Two

alley improvements would be incorporated into these plans and be completed as part of Oris/Winona water main project. Once the construction documents are prepared, the project would be let out for competitive bids. The construction for the project is estimated to start and complete in Spring 2015.

FISCAL IMPACT

Funds in the amount of \$41,920.00 for services to be rendered by Quantum Consulting are available in the Public Work/Municipal Utilities Department 2014-2015 Fiscal Year budget as follows:

<u>Account No.</u>	<u>Description</u>	<u>Amount Available</u>
5003-88-000-4262	Water Bond – Other Professional Services	\$41,920

ALTERNATIVE

No alternatives are recommended at this time.

RECOMMENDATION

Staff recommends that the City Council approve the City Manager to enter into a professional services agreement with Quantum Consulting, Inc. to perform water main design services for the Oris/Winona Alley.

GLEN W. C. KAU, P.E.

DIRECTOR OF PUBLIC/ MUNICIPAL UTILITIES

G. HAROLD DUFFEY

CITY MANAGER

GHD:GK:JS

Attachment: Exhibit A, Oris/Winona Location Map
Proposal

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL
SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO QUANTUM
CONSULTING, INC. FOR THE PREPARATION OF PLANS AND
SPECIFICATION FOR DESIGN OF WATERMAIN REPLACEMENT FOR
THE ORIS/WINONA ALLEY PROJECT (CIP# 14-180)**

WHEREAS, Oris/Winona Alley 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, at its regularly scheduled meeting of October 22, 2013, the City Council awarded a construction contract to effect the alley improvements; and

WHEREAS, during utility location and initial grading activities, it was determined that the existing 4" water main was too shallow, along with the water services for the properties adjacent to the alley and this condition has caused the alley improvements project to halt at this time; and

WHEREAS, to complete the alley improvements the water main must be relocated along with all the appurtenances as well as construction plans and specifications are needed to effect the new water main installation; and

WHEREAS, in late March 2014, staff contacted Quantum Consulting, Inc., since they had previously prepared the alley construction documents and would already have the necessary site information to produce the construction documents in a short time; and

WHEREAS, the alley improvements would be incorporated into these plans and completed as part of Oris/Winona water main project; and

WHEREAS, funds in the amount of \$41,920.00 (Forty-one Thousand, Nine Hundred & Twenty Dollars) are available in the Public Work/Municipal Utilities 2014-2015 Fiscal Year budget in Account No. 5003-880-000-4262; and

WHEREAS, staff recommends that the City Council authorize the City Manager to enter in to a professional services agreement and issue a purchase order to Quantum Consulting, Inc. to perform water main design services for the Oris/Winona Alley.

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

SECTION 1. That the City Manager is hereby authorized to enter into a professional services agreement with Quantum Consulting, Inc., for the purposes of preparing construction documents for the Watermain Replacement Design for the Oris/Winona Alley Paving Project.

SECTION 2. That a purchase order is authorized to be issued in the amount of \$41,920.00 (Forty-one Thousand, Nine Hundred & Twenty Dollars).

SECTION 3. That funds are available in the Public Work/Municipal Utilities 2014-2015 Fiscal Year budget in Account No. 5003-880-000-4262.

SECTION 4. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Public Works/Municipal Utilities Department.

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

ADOPTED this _____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2014.

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
QUANTUM CONSULTING INC.**

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **QUANTUM CONSULTING, INC.** (hereinafter referred to as "**CONSULTANT**"), located at 2720 Sepulveda Boulevard, Suite 100, Torrance, California 90505.

RECITALS:

WHEREAS, the City will be implementing the Oris/Winona Alley Paving Project (CIP #09-07); and

WHEREAS, the City awarded a construction contract to effect the alley improvements, however, during the utility location and initial grading activities, it was determined that the existing watermain was too shallow, requiring that it be relocated; and

WHEREAS, the City has identified a need for a qualified and experienced engineering consulting firm to prepare the plans and specifications, bid and construction support for the watermain replacement; and

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____, 2014, the City Council authorized the City Manager to enter into a professional services agreement with the Consultant to provide the necessary services for the watermain replacement; and

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

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

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

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing preparation of plans and specifications for the Design of the Watermain Replacement of the Oris/Winona Alley project. The services to be provided include, but are not necessarily limited to delivery of preliminary design, 90% design completion and submittal, completion of plans, specification and estimates (PS&E), bid support, construction support, Request for Information (RFI), and project close-out.

As more fully specified in the Consultant's "**Preliminary Proposal for Design of Watermain Replacement Oris Alley**" dated March 21, 2014, which is incorporated herein by this reference.

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

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

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

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

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the services to be rendered are complete, unless terminated earlier. The parties anticipate that Consultant's services will be completed within 10 to 15 working days after commencement of the services by Consultant.

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

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

3. Compensation. The method of payment for this Contract will be on a fee-for-services basis as specified within Consultant's "**Fee Schedule**," dated March 24, 2014 and incorporated herein by this reference. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City.

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

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **Director of Public Works/Municipal Utilities Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

As full and complete compensation for performance of all the services performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Forty One Thousand Nine Hundred Twenty Dollars (\$41,920.00).**

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

4. Ownership of Materials. Consultant agrees that all products produced and other work product created or assembled by it by Consultant or its agents, employees, and subcontractors in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the City and as such is the sole property of the City. To the extent that such materials and work product do not constitute work for hire, in consideration of the payments and other covenants of the City, as set forth or called for herein, Consultant hereby sells, transfers, conveys and assigns any and all of its rights therein to the City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided,

#11.

however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances the City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

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

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

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

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

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Consultant will take affirmative action to ensure that

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

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

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

9. Other Consultants. The City reserves the right to employ other consultants in connection with the services.

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

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

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any

#11.

termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

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

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

11.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

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

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

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

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

12. Permits and Licenses. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits,

licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

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

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

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations.

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

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

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date;

#11.

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

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

19. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

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

- is not currently under suspension, 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.

Frank Bigdeli, P.E., President

(Date)

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

22. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

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

#11.

waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

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

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

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

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

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

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

TO CONSULTANT:

**QUANTUM CONSULTING, INC.
2720 Sepulveda Boulevard, Suite 100
Torrance, California 90505
Attn: Frank Bigdeli, P.E.
(310) 891-3994
(310) 891-3995 – fax.**

TO CITY:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works Department
(310) 605-5505
(310) 605-6326 – fax.**

Note: A copy of any notice provided to the Director 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.

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

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

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

**QUANTUM CONSULTING, INC.
CONSULTANT**

Dated: _____

By _____
Frank Bigdeli, P.E., President

**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

#11.

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City



March 24, 2014
(Rev. 08/05/2014)
Mr. Glen Kau, P.E.
Director of Public Works
Public Works Department
City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220

Subject: Preliminary Proposal for Design of Watermain Replacement Oris Alley

Dear Mr. Kau:

Per our conversation, March 20, 2014, in which you expressed concern about the condition of the existing water main in Oris Alley and potential damage to the pipe from the Contractor's compaction of the subgrade. You indicated that existing cover is only 30" which is substantially less than the standard cover for water pipes in roadways and alleys and that the services are tapped on the top of existing 4" pipe and probably have less than 24" cover before the regrading of the alley for paving subgrade.

Per our discussion, three options were discussed, as follows:

- A. Protect the existing pipe in-situ by a concrete blanket.
- B. Include pipeline replacement and the paving associated with the replacement with Water Bond Improvements Project JN 170W.
- C. Prepare a separate contract for the replacement of the pipe and the associated paving to be bid in near future.

Option 'C' was selected by you and so we propose the expedited design of a replacement pipe as follows:

1. Replace the existing pipe in the same location, including replacing all services to meter box. The pipe depth would be increased to maintain a suitable cover.
2. Expedited design work would necessitate the use of the existing alley survey and base map, with field verification of the culture.
3. Basic utility research would be performed.

Mr. Glen Kau, P.E.

March 24, 2014

Page 2

4. Due to time constraints the design would require that the pipeline contractor pothole to confirm the location of the existing pipes at Oris, Winona and Douglas and would be required to locate all the water services and meter boxes (Quantity per City estimate is 40 to 50 each).
5. The new 6" ductile iron pipeline would be connected to an existing 4" pipe in Oris (Transite per water atlas, circa 1984) and existing cast iron pipe (per water atlas circa 1984) near Douglas. Per the Atlas, this pipe then continues on to the south and apparently connects to an existing 16" at Rosecrans.
6. The greater cover along with the sand bedding and slurry backfill to top of subgrade as required by CMWD design standards from Water Bond Improvement Project JN170W should allow adjacent soil compaction of subgrade to 90%.
7. We would propose that the expedited design plans and bid schedule utilize design drawings from Water Main Improvements Project JN 170W as the base for cover sheet and general sheets (G), detail sheets (D) and other sheets as needed. The unused details would be crossed out or deleted as necessary.
8. We propose the use of the technical specifications from JN 170W with changes in the bid schedule and bid item descriptions.
9. This proposal excludes survey, geotechnical and other field work.
10. The Construction Manager will be expected to control this work.
11. The project inspector will need to be on top of this work continuously.
12. Connection points will be determined from water atlas (last updated prior to 1984) and confirmed by the Contractor at contractor expense.
13. Contractor will locate and replace all services to existing meter box and install new meter boxes at contractor expense.
14. The project will require that contractor highline or otherwise maintain service to the residents all at contractor expense.
15. Based on project and conditions, the per foot cost for this type of work on an expedited basis and limited scale could be at approximately \$200 per foot plus 45 services @ \$1,500 each plus four (4) hydrants @ \$7,000 plus construction management, mobilization, survey, soil test etc. yielding an estimated budget of \$350,000.
16. As discussed, the City will delay or cancel the referenced paving project to allow completion of the proposed waterline design. We have no information regarding the existing paving contract or its terms.



Mr. Glen Kau, P.E.

March 24, 2014

Page 3

We have attached our proposed fee schedule for the proposed services in the amount of \$41,920. (Per discussion with John Strickland on August 5, 2014)

We would immediately commence our design services upon issuance of a purchase order and will complete the design within two weeks of your notice to proceed.

Please contact us with any questions or comments.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'D. Preble', is written over the typed name.

Douglas Preble, P.E.
Project Manager

Attachment: Fee Schedule (rev 08/15/2014)



#11.

CITY OF COMPTON
DEPARTMENT OF PUBLIC WORKS

ORIS ALLEY
WATER MAIN
REPLACEMENT PROJECT

QUANTUM CONSULTING INC.

MARCH 24, 2014

*(August 5, 2014)

TASK	Principal in Charge	Project Engineer	Staff Engineer	Drafting/Technician	Administration	Total
Hourly Rate	\$ 150.00	\$ 110.00	\$ 95.00	\$ 75.00	\$ 65.00	
Preliminary Design						
Preparation and Initial Kick off meeting	2	4	4	4	2	16
Records and Utilities Search (Exist Base Map)		8	16	16	2	42
Field Review of Utilities and Conditions		8	8	24	2	42
Total Hours	2	20	28	44	6	100
Total Fee	\$ 300.00	\$ 2,200.00	\$ 2,660.00	\$ 3,300.00	\$ 390.00	\$ 8,850.00
90% Design Completion and Submittal						
90% Plans, Specifications and Initial Estimate	1	24	40	40	12	117
90% Review Meeting with the City Staff	1	2	2	2	2	9
Total Hours	2	26	42	42	14	126
Total Fee	\$ 300.00	\$ 2,860.00	\$ 3,990.00	\$ 3,150.00	\$ 910.00	\$ 11,210.00
Completion of PS&E, Approvals						
Complete Civil Design (PS&E)		24	40	40	16	120
Submit Plans, Specifications and Estimate		2	4	4	2	12
Bid Support, Addenda, Analysis		2	4	2	2	10
Construction Support, RFI, Approvals Phase 1 only		2	4	4	2	12
Total Hours	0	30	52	50	22	154
Total Fee	\$ -	\$ 3,300.00	\$ 4,940.00	\$ 3,750.00	\$ 1,430.00	\$ 13,420.00
Design Contract Closeout						
Bid Support, Addenda, Analysis	1	8	8	2	2	21
Construction Support, RFI, Approvals	2	4	4	2	2	14
Project Closeout and As Builts	2	8	8	16	2	36
Submit Drawings and Documents	1	4	4	8	2	19
Total Hours	6	24	24	28	8	90
Total Fee	\$ 900.00	\$ 2,640.00	\$ 2,280.00	\$ 2,100.00	\$ 520.00	\$ 8,440.00
TOTAL DESIGN FEE						\$ 41,920.00
Design will be based on existing base map.						
Design will utilize modified JN 170W PS&E.						
Geotechnical investigation is excluded.						
Surveying & potholing are excluded.						
This cost proposal is valid for ninety (90) days.						
The fees are inclusive of telephone, fax, mail and travel costs.						
The fees are inclusive of printing of project deliverables. All other printing will be at cost plus 15%.						
City of Compton to make provision for providing timely access to records.						
Fee schedule revised to correct arithmetical error in totization of design contract items per discussion with John Strickland.						

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Water Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO QUANTUM CONSULTING, INC. FOR THE PREPARATION OF PLANS AND SPECIFICATION FOR DESIGN OF WATERMAIN REPLACEMENT FOR THE ORIS/WINONA ALLEY PROJECT CIP# 14-180)

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

8/7/2014 5:49:06 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

8/28/2014 2:23:26 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

8/28/2014 1:29:12 PM
DATE

Johnny Ford
CITY MANAGER

8/12/2014 8:39:36 AM
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.

September 2, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT
THE BID OF EQUARIUS WATERWORKS FOR \$59,718.38 TO
FURNISH AND DELIVER LEAD-FREE MULTI-JET AND
POSITIVE DISPLACEMENT WATER METERS FOR FISCAL
YEAR 2014-15**

SUMMARY

This resolution authorizes the City Manager to issue a purchase order to Equarius Waterworks in the amount of \$59,718.38 (Fifty-Nine Thousand, Seven Hundred Eighteen Dollars and Thirty-Eight Cents) for the purchase of lead-free multi-jet and positive displacement water meters needed by the Water Utility Division of the Public Works/Municipal Utilities Department.

BACKGROUND

The Water Utility Division is responsible for inspecting, maintaining, repairing and replacing water meters within the City's service area. This requires the Water Utility Division to have an adequate stock of water meters available for daily activities relative to water meter servicing and replacement.

STATEMENT OF THE ISSUE

The Water Utility Division advertised for bids for the furnishing and delivery of lead-free multi-jet and positive displacement water meters. The Request for Bids solicited for the following items:

<u>Quantity</u>	<u>Meter Size</u>	<u>Quantity</u>	<u>Meter Size</u>
200	5/8"	5	3"
75	1"	5	4"
15	1 1/2"	1	6"
15	2"	1	8"

#12.

Water Meters

Page 2

Bids were opened on July 16, 2014. The following bids were submitted:

<u>VENDOR</u>	<u>AMOUNT</u>
Ferguson Waterworks	\$54,233.03 (Rejected as non-responsive)
Equarius Waterworks	\$59,718.38
Badger Meter, Inc	\$61,475.95
Westerly Meter	\$76,037.11

The water meters will be stored at the vendor's facility and delivered as needed based upon a twenty-four (24) hour advance notice from the Water Utility Division request and the vendor will bill the City after delivery of meters.

ALTERNATIVE

None identified at this time.

FINANCIAL IMPACT

Funds are allocated in the 2014-15 fiscal year budget in Account No. 5000-880-000-4235 (Store Purchases) for this purchase. This account has a balance of \$298,000.00 and after this deduction there will be \$238,718.38 left in the Store Purchases account.

RECOMMENDATION

It is staff recommendation that the City Council adopt this resolution authorizing the City Manager to issue a purchase order in the amount of \$59,718.38 (Fifty-Nine Thousand, Seven Hundred Eighteen Dollars and Thirty-Eight Cents) to Equarius Waterworks.

CHAD BLAIS, DEPUTY DIRECTOR
DEPARTMENT OF PUBLIC WORKS & MUNICIPAL UTILITIES
WATER UTILITY DIVISION

GLEN W. C. KAU, P.E., DIRECTOR
DEPARTMENT OF PUBLIC WORKS & MUNICIPAL UTILITIES

APPROVED FOR FORWARDING

G. HAROLD DUFFEY
CITY MANAGER

GHD:GK:CB:tm

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF
EQUARIUS WATERWORKS FOR \$59,718.38 TO FURNISH AND
DELIVER LEAD-FREE MULTI-JET OR POSITIVE DISPLACEMENT
WATER METERS FOR FISCAL YEAR 2014-15**

WHEREAS, it is the responsibility of the Water Utility Division of the Department of Public Works/Municipal Utilities to supply water meters to the customers and strives to provide meters for the accurate recording of the consumption of water and there is a need to have a supply of water meters for new construction as well as for the replacement of old or broken meters; and

WHEREAS, the Water Utility Division advertised for bids for the Furnishing and Delivery of Lead Free Multi-jet or Positive Displacement Water Meters for Fiscal Year 2014-2015; and

WHEREAS, sealed bids were received on Wednesday, July 16, 2014 and staff reviewed all bids submitted and the results were as follows:

<u>VENDOR</u>	<u>AMOUNT</u>
Ferguson Waterworks	\$54,233.03 (Rejected as non-responsive)
Equarius Waterworks	\$59,718.38
Badger Meter, Inc	\$61,475.95
Westerly Meter	\$76,037.11

WHEREAS, staff reviewed the bids submitted by the vendors and determined that the bid of Equarius Waterworks is the lowest responsible bidder; and

WHEREAS, funds are available in the Water Utility Division's 2014-15 Fiscal Year Budget in Account No. 5000-880-000-4235 (Store Purchases).

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

SECTION 1. That the bid of Equarius Waterworks in the amount of \$59,718.38 (Fifty-Nine Thousand, Seven Hundred Eighteen Dollars and Thirty-Eight Cents) for the furnishing and delivery of Lead Free Multi-Jet or Positive Displacement Water Meters is hereby accepted and all other bids are rejected.

SECTION 2. That funds for these purchases are available in the Water Utility Division's Fiscal Year 2014-2015 budget in Account No. 5000-880-000-4235 (Store Purchases).

SECTION 3. That the City Manager is hereby authorized to issue a purchase order in the amount of \$59,718.38 (Fifty-Nine Thousand, Seven Hundred Eighteen Dollars and Thirty-Eight Cents) to Equarius Waterworks.

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

RESOLUTION NO. _____
PAGE TWO

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

ADOPTED this ____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2014.

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Water Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF EQUARIUS WATERWORKS FOR \$59,718.38 TO FURNISH AND DELIVER LEAD-FREE MULTI-JET OR POSITIVE DISPLACEMENT WATER METERS FOR FISCAL YEAR 2014-15

<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.

September 2, 2014

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 2014 - 2015 FISCAL YEAR BUDGET, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO AMERICAN ASPHALT SOUTH, INC. FOR THE 2014 STREET RESURFACING PROJECT (CIP# 14-01).

SUMMARY

This Resolution amends the Public Works/Municipal Utilities Department's 2014-2015 Fiscal Year budget and authorizes the City Manager to enter into a contract and issue a purchase order to American Asphalt South, Inc. in the amount of \$1,772,848.23 for providing pavement rehabilitation of approximately 11 miles of roadways throughout the City.

BACKGROUND

The 2014 Street Resurfacing Project provides pavement rehabilitation to approximately 11 miles of roadways throughout the City of Compton. The proposed improvements include slurry seals and cape seals on streets identified through the recent update of the City's Pavement Management Program completed by Bucknam Infrastructure Group.

Cape and slurry seals are cost effective and important asset management measures to extend the pavement life for streets exhibiting initial signs of surface distress. Slurry seals are a mixture of emulsified asphalt and fine aggregate filler which seals pavement surface defects from moisture intrusion and provides a smooth roadway surface. Cape seals are similar to slurry seals and include the addition of aggregate chips to increase and improve the wearing course of the roadway.

In addition to cape and slurry seals, the 2014 Street Resurfacing Project includes removing and replacing isolated pavement failure areas, crack sealing, removing and replacing damaged curb, gutter and sidewalk, and installation of new handicap ramps.

#13.

2014 Street Resurfacing Project (CIP #14-01)

September 2, 2014

Page 2 of 3

STATEMENT OF THE ISSUE

The 2014 Street Resurfacing Project was advertised for bid on July 9, 2014. Bids were received and opened on July 30, 2014. Due to proposed underground utility improvements planned by the City of Compton, 4 street segments were removed from the original bid documents per contract addendum issued on July 24, 2014. Four bids were received as follows:

<u>Contractors</u>	<u>Amount</u>
American Asphalt South	\$1,772,848.23
All American Asphalt	\$2,019,000.00
Copp Contracting Inc.	\$1,921,804.46
Excel Paving Company	\$2,789,810.50

Based upon bids received and review of submitted bid documents, it has been determined that American Asphalt South submitted the lowest responsive bid. Accordingly, staff recommends City Council award the construction contract to American Asphalt South in the amount of \$1,772,848.23. The Engineers Estimate for this project was \$1,891,726.50.

In order to amend the Public Works/Municipal Utilities 2014-2015 Fiscal Year budget, City Council's authorization to the City Manager to enter into a contract and issue a purchase order with American Asphalt South is necessary.

FISCAL IMPACT

In order to expend funds for the project, the Public Works/Municipal Utilities Department's 2014-2015 fiscal year budget needs to be amended and revenues and expenditures will be increased as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1520-000-000-3990	Measure R	\$1,009,339
1520-710-0MR-4269	Other Contract Services	\$1,009,339

In addition, funding for the project in the amount of \$940,809.23 is in the Public Works/Municipal Utilities Department's 2014-2015 fiscal year budget as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1900-710-000-4269	Other Contract Services	\$940,809.23

Funds in the amount of \$1,772,848.23 will be available in the Public Works/Municipal Utilities 2014-2015 budget in Account Nos. 1520-710-0MR-4269 (\$1,009,339) and 1900-720-000-4269 (\$940,809.23). Additionally, staff recommends that a ten percent (10%) contingency in the amount of \$177,300 for any unforeseen costs be authorized for this project. Therefore, the total amount to be allocated for the project is \$1,950,148.23.

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 2014-2015 Fiscal Year budget and authorizes the City Manager to enter into a contract and issue a purchase order to American Asphalt South for the 2014 Street Resurfacing Project (CIP# 14-01).

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

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

GHD:GK:JS

Attachment: City Council Resolution
Construction Contract
Bid Result Tabulation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT’S 2014-2015 FISCAL YEAR BUDGET, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO AMERICAN ASPHALT SOUTH FOR THE 2014 STREET RESURFACING PROJECT (CIP# 14-01).

WHEREAS, the 2014 Street Resurfacing Project provides pavement rehabilitation to approximately 11 miles of roadways throughout the City of Compton through the construction of slurry seals and cape seals, removing and replacing isolated pavement failure areas, crack sealing, removing and replacing damaged curb, gutter, and sidewalk, and installation of new handicap ramps; and

WHEREAS, cape and slurry seals are cost effective and important asset management measures to extend the pavement life for streets exhibiting initial signs of pavement distress; and

WHEREAS, the project plans were advertised for competitive construction bids and on July 30, 2014, the City received four bids, as follows:

<u>Contractors</u>	<u>Amount</u>
American Asphalt South	\$1,772,848.23
All American Asphalt	\$2,019,000.00
Copp Contracting Inc.	\$1,921,804.46
Excel Paving Company	\$2,789,810.50

WHEREAS, staff recommends accepting the lowest and most responsible bid provided by American Asphalt South for the 2014 Street Resurfacing Project in the total amount of \$1,772,848.23; and

WHEREAS, in order to expend funds for the project, the Public Works/Municipal Utilities Department’s 2014-2015 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>
1520-000-000-3990	Measure R	\$1,009,339
1520-710-0MR-4269	Other Contract Services	\$1,009,339

In addition, funding for the project in the amount of \$940,809.23 is in the Public Works/Municipal Utilities Department’s 2014-2015 fiscal year budget as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1900-710-000-4269	Other Contract Services	\$940,809.23

WHEREAS, funds in the amount of \$1,772,848.23 will be available in the Public Works/Municipal Utilities 2014-2015 budget in Account Nos. 1520-710-0MR-4269 (\$1,009,339) and 1900-710-000-4269 (\$940,809.23); and

WHEREAS, staff recommends that a ten percent (10%) contingency in the amount of \$177,300 for any unforeseen costs be authorized for this project; and

WHEREAS, in order to amend the Public Works/Municipal Utilities Department’s 2014-2015 Fiscal Year Budget, authorize the City Manager to enter into a contract and issue a contract to American Asphalt South, City Council’s authorization is necessary.

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

SECTION 1. That the bid of American Asphalt South, Inc. be accepted and all other bids rejected.

SECTION 2. That the City Manager is hereby authorized to enter into a construction contract with American Asphalt South, Inc. to provide pavement rehabilitation of City roadways pursuant to the 2014 Street Resurfacing Project (CIP #14-01).

SECTION 3. That the 2014-2015 Fiscal Year budget shall be amended and revenues and expenditures are increased as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1520-000-000-3990	Measure R	\$1,009,339
1520-710-0MR-4269	Other Contract Services	\$1,009,339

In addition, funding for the project is in the Public Works/Municipal Utilities Department’s 2014-2015 fiscal year budget as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1900-710-000-4269	Other Contract Services	\$940,809.23

SECTION 4. That funds in the amount of \$1,772,848.23 will be available in the Public Works & Municipal Utilities 2014-2015 Fiscal Year budget, in Account Nos. 1520-710-0MR-4269 (\$1,009,339) and 1900-710-000-4269 (\$940,809.23).

SECTION 5. That a purchase order in an amount of \$1,772,848.23 is authorized to be issued to American Asphalt South, Inc. for providing pavement rehabilitation pursuant to the 2014 Street Resurfacing Project (CIP #14-01).

SECTION 6. That a contingency amount of up to \$177,300 is hereby authorized.

SECTION 7. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Public Works/Municipal Utilities Department.

SECTION 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2014.

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

**CONSTRUCTION SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
AMERICAN ASPHALT SOUTH, INC.
[2014 Street Resurfacing Project – CIP # 14-01]**

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 **AMERICAN ASPHALT SOUTH, INC.** (hereinafter referred to as “**CONTRACTOR**”) located at 14436 Santa Ana Avenue, Fontana, California 92337.

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 2014 Street Resurfacing Project CIP# 14-01 (“Project”).

D. Authorization to enter into this Agreement is pursuant to Resolution No.____, adopted by the City Council on September ____, 2014.

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

1.0 GENERAL PROVISIONS

1.1 Definitions.

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

1.1.2 “Contract Documents” consists of this Agreement (including all exhibits and schedules), any amendments and clarifications issued thereto, the “Invitation for Bids,” any “Supplementary Instructions to Bidders,” and any addendum(s) and supplements thereto issued by the City, the “Proposal” and any “Bid/Unit Price Proposal” submitted by the Contractor, the plans, general conditions, standard and technical specifications, schedules, exhibits, drawings, notice to proceed, notice of completion, any Change Orders, the provisions of the Standard

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Specifications for Public Works Construction (SSPWC), latest Edition (except as modified), Standard Specifications of the State of California Department of Transportation (CalTrans), 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 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.

.a 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 **Lyle Stone, Secretary** 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.

1.6.2 Before starting the Work, City shall have the authority to not approve the Contractor's proposed representative. The City shall inform the Contractor in writing and request a replacement representative. The City shall have the authority to require the Contractor to remove its representative at any time without cause and at no cost to the City.

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 Contractor, except as expressly set forth in this Agreement. Contractor expressly warrants that

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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:

2014 STREET RESURFACING PROJECT **(CIP# 14-01)**

THE WORK INCLUDES, BUT IS NOT LIMITED TO INSTALLATION OF TERMINAL BLEND RUBBER CHIP SEAL AND SLURRY SEAL ON EXISTING PAVEMENT, REMOVAL AND REPLACEMENT OF FAILED ASPHALT CONCRETE AREAS, INSTALL ADA COMPLIANT CURB RAMPS, CURBS, GUTTERS AND SIDEWALK IMPROVEMENTS, TRAFFIC LOOP REPLACEMENT AND OTHER MINOR ASSOCIATED WORK.

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

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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 **One Million Seven Hundred Seventy Two Thousand Eight Hundred Forty Eight Dollars and Twenty-Three Cents (\$1,772,848.23)** ("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

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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) calendar days** after receipt of the **Notification to Proceed** or as otherwise agreed in writing with the Director of his/her designee, and continue in a diligent,

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professional and worker-like manner without interruption until the work is completed or within a total of **Seventy Five (75) working days** (this period is inclusive of time to procure needed materials, mobilization, etc.), 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 EIGHT HUNDRED DOLLARS (\$800.00) FOR EACH CALENDAR DAY DELAYED BEYOND THE TIME PRESCRIBED FOR FINISHING THE WORK AS LIQUIDATED DAMAGES. THIS SUM REPRESENTS A REASONABLE EFFORT TO ESTIMATE FAIR COMPENSATION FOR THE FORESEEABLE LOSSES CITY WILL INCUR ON ACCOUNT OF DELAYS IN SUBSTANTIAL COMPLETION OF THE WORK AND IS NOT A PENALTY. IF LIQUIDATED DAMAGES ARE NOT PAID, THE CITY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONEY DUE OR THAT MAY BECOME DUE TO THE CONTRACTOR UNDER THIS AGREEMENT IN ADDITION TO ANY OTHER REMEDY AVAILABLE TO THE CITY. CONTRACTOR SHALL NOT BE ASSESSED LIQUIDATED DAMAGES IF THE DELAY IS CAUSED BY ACTS OF GOD WHICH COULD NOT REASONABLY HAVE BEEN FORSEEN OR GUARDED AGAINST; STRIKES, BOYCOTTS OR LIKE OBSTRUCTIVE ACTIONS BY CONTRACTOR'S OR IT'S SUBCONTRACTOR'S EMPLOYEES WHICH ARE BEYOND CONTRACTOR'S CONTROL; FAILURE OF CITY TO PERFORM; OR FAILURE OF A PUBLIC UTILITY TO RELOCATE OR REMOVE AN EXISTING

UTILITY REQUIRED FOR PERFORMANCE OF THIS CONTRACT. CITY AND CONTRACTOR HEREBY INDICATE THEIR AGREEMENT TO THE FOREGOING LIQUIDATED DAMAGES PROVISION:

City of Compton

Contractor - Lyle Stone, Secretary

4.6 Construction Schedule.

Contractor shall prepare and submit to City a detailed Construction Schedule for the entire Work prior to commencing construction. No Work shall be started until the Schedule has been approved in writing by the City. 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

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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:

.a Employees and all other persons at the Site;

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

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.c 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:

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

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

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

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. 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.

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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 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. Contractor shall maintain 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.

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

.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 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, **Lyle Stone**, **HEREBY CERTIFY** that I am the Secretary, and duly authorized representative of the Contractor firm of **American Asphalt South, Inc.**, 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

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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]

Lyle Stone, Secretary

(Date)

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

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(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.

Lyle Stone, Secretary

(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.

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

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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.

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:

.a 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.

.b 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.

.c 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

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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.

.d 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.

.e 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.

.a 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.

.b 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.

.c 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:

- .a** Immediately discontinue performance to the extent specified in the notice;
- .b** 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;
- .c** 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;
- .d** 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
- .e** 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:

- .a** The Contract Price earned and payable as of the date of termination, less sums previously paid to Contractor;
- .b** Plus, reasonable costs of work of Contractor and Trade

Construction Agreement – American Asphalt South, Inc.
2014 Street Resurfacing Project (CIP #14-01)
Resolution No. ____/Public Works/Municipal Utilities

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:

.a 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.

.b 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 fifth 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:

#13.

Construction Agreement – American Asphalt South, Inc.
2014 Street Resurfacing Project (CIP #14-01)
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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:

American Asphalt South, Inc.
14436 Santa Ana Avenue
Fontana, California 92337
Attn: Lyle Stone, Secretary
(909) 427-8276 – Phone
(909) 427-8279 - 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.

**AMERICAN ASPHALT SOUTH, INC.
CONTRACTOR**

Dated: _____

By _____
Lyle Stone, Secretary

Construction Agreement – American Asphalt South, Inc.
2014 Street Resurfacing Project (CIP #14-01)
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



CITY OF COMPTON
DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 1

JULY 24, 2014

**2014 STREET RESURFACING PROJECT
#CIP 14-01**

Addendum No. 1 is being issued to all prospective Bidders. The following changes, modifications, corrections, deletions, and clarifications are hereby made to the Contract Documents for the above project and shall be incorporated into the Contract Documents and Specifications as part of this project.

IF YOU SUBMIT A BID, A SIGNED COPY OF THE ADDENDUM NO. 1 MUST BE ATTACHED WITH THE BID. FAILURE TO DO SO WILL RENDER YOUR BID NON-RESPONSIVE.

1. Due to conflict with the City's upcoming water main project, the surface treatments (i.e. Slurry Seal and Cape Seal only) are hereby omitted from the contract documents for the following streets:

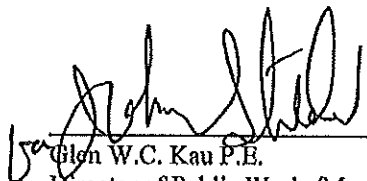
Item	District #	Street Name	Limits	Approx. Slurry Seal (ELT)	Approx. Cape Seal (SY)
1	4	Poinsettia Ave.	Bennett St. to Caldwell St.	21.00	
2	4	Caldwell St.	Burris Ave. to Temple Ave.	26.70	
3	4	Sloan Ave.	Bennett St. to Caldwell St.	19.10	
4	3	Center Ave.	Bennett St. to Caldwell St.		2,632.00
Total				66.80	2,632.00

All other items of work including Crack Sealing, Sidewalk, Curb and Gutter, and Access Ramps shall stay unchanged.

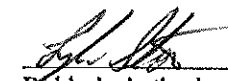
PROJECT #CIP 14-01
ADDENDUM NO. 1

2. SECTION C. BIDDER'S PROPOSAL, Page BP-3: Remove and Replace "Bid Item List" on Page BP-3 with the attached revised "Bid Item List" found in this Addendum No. 1. Changes include revised estimated quantities to the following Bid items as described in Item 1 above:

- Bid Item No. 5 - "Application of Terminal Blend Hot Rubber Chip Seal (3/8"x #6) and Type II Slurry Seal with 2% Latex and Pavement Preparation"
- Bid Item No. 6 - "Application of Type II Slurry Seal with 2% Latex and Pavement Preparation (Slurry Seal Streets only)"


Glen W.C. Kau P.E. Date 7-24-14
Director of Public Works/Municipal Utilities

Bidder's Acknowledgement:


Bidder's Authorized Signature Date 07/25/2014


Print Contractor's Name

SECTION C. BIDDER'S PROPOSAL

2014 Street Resurfacing Project #CIP 14-01

BIDDER SHALL SUBMIT ALL FORMS UNDER SECTION C. BIDDER'S PROPOSAL AS PART OF THE BID. FAILURE TO DO SO WILL RESULT IN A NON-RESPONSIVE BID.

NAME OF BIDDER American Asphalt South, Inc.
 BUSINESS P.O. BOX P.O. Box 310036
 CITY, STATE, ZIP Fontana, CA 92331
 BUSINESS STREET ADDRESS 14436 Santa Ana Avenue
 CITY, STATE, ZIP Fontana, CA 92332 (Please include even if P.O. Box used)
 TELEPHONE NO: AREA CODE (909) 427-8276
 FAX NO: AREA CODE (909) 427-8229
 CONTRACTOR LICENSE NO. 784969

The work for which this proposal is submitted is for construction in conformance with the Contract Bid Documents (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the Plans, Specifications and Contract Documents as specified within.

The contract bid documents and project plans for the work to be done are entitled:

2014 Street Resurfacing Project #CIP 14-01

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

#13.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the *CITY OF COMPTON'S* Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *CITY OF COMPTON*, and that discretion will be exercised in the manner deemed by the *CITY OF COMPTON* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY OF COMPTON* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the *CITY OF COMPTON*, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

BID ITEM LIST**2014 Street Resurfacing Project #CIP 14-01**

NO	ITEM	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	Mobilization and Demobilization (Max 5% of total)	1	LS	8,000. ⁰⁰	8,000. ⁰⁰
2	Traffic Control and Public Safety	1	LS	53,200. ⁰⁰	53,200. ⁰⁰
3	Public Notifications	1	LS	6,000. ⁰⁰	6,000. ⁰⁰
4	Application of Crack Seal and Weed Kill	1	LS	31,300. ⁰⁰	31,300. ⁰⁰
5	Application of Terminal Blend Hot Rubber Chip Seal (3/8"x #6) and Type II Slurry Seal with 2% Latex and Pavement Preparation	55,048	SY	7.73	425,521. ⁰⁴
6	Application of Type II Slurry Seal with 2% Latex and Pavement Preparation (Slurry Seal Streets only)	1,223	ELT	205. ²⁸	251,052. ⁴⁴
7	Remove & Replace 4" thick AC Pavement Grading and Compaction	36,212	SF	8.50	307,802. ⁰⁰
8	Construct PCC Curb and Access Ramp, including 1' Wide Full Depth AC	182	EA	2,200. ⁰⁰	400,400. ⁰⁰
9	Remove and Replace PCC Curb and Gutter including Root Pruning	2,147	LF	41.80	89,744. ⁶⁰
10	Remove and Replace PCC Sidewalk, including Root Pruning	7,903	SF	7.15	56,506. ⁴⁵
11	Remove and Replace PCC Driveway Approach per Std. Plan 110-2 including Root Pruning	8,571	SF	7.70	65,996. ⁷⁰
12	Install Detectable Warning Surface	55	EA	308. ⁰⁰	16,940. ⁰⁰
13	Adjust Manhole Frame and Cover to Grade per Std. Plan 205-2	3	EA	1,000. ⁰⁰	3,000. ⁰⁰
14	Adjust Water/Gas Valve Box and Cover Grade	13	EA	200. ⁰⁰	2,600. ⁰⁰
15	Signing/Striping, Traffic Legends & Pavement Markers, Curb Painting	1	LS	52,140. ⁰⁰	52,140. ⁰⁰
16	Install Traffic Loop Type "E"	4	EA	660. ⁰⁰	2,640. ⁰⁰

TOTAL BID: 1,772,848.²⁸

NOTE: "TOTAL BID" is only on the last page of the BID ITEM LIST.

BID ITEM LIST***2014 Street Resurfacing Project #CIP 14-01***

NO	ITEM	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	Mobilization and Demobilization (Max 5% of total)	1	LS		
2	Traffic Control and Public Safety	1	LS		
3	Public Notifications	1	LS		
4	Application of Crack Seal and Weed Kill	1	LS		
5	Application of Terminal Blend Hot Rubber Chip Seal (3/8"x #6) and Type II Slurry Seal with 2% Latex) and Pavement Preparation	57,680	SY		
6	Application of Type II Slurry Seal with 2% Latex and Pavement Preparation (Slurry Seal Streets only)	1,290	ELT		
7	Remove & Replace 4" thick AC Pavement Grading and Compaction	36,212	SF		
8	Construct PCC Curb and Access Ramp, including 1' Wide Full Depth AC	182	EA		
9	Remove and Replace PCC Curb and Gutter including Root Pruning	2,147	LF		
10	Remove and Replace PCC Sidewalk, including Root Pruning	7,903	SF		
11	Remove and Replace PCC Driveway Approach per Std. Plan 110-2 including Root Pruning	8,571	SF		
12	Install Detectable Warning Surface	55	EA		
13	Adjust Manhole Frame and Cover to Grade per Std. Plan 205-2	3	EA		
14	Adjust Water/Gas Valve Box and Cover Grade	13	EA		
15	Signing/Striping, Traffic Legends & Pavement Markers, Curb Painting	1	LS		
16	Install Traffic Loop Type "E"	4	EA		

TOTAL BID: _____

NOTE: "TOTAL BID" is only on the last page of the BID ITEM LIST.

LIST OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Name: American Pavement Systems
 Address: 1012 11th Street #1000 Modesto CA 95354
 License No. and Class: 943792 class A
 Dollar Value and Percent of Total Contract: \$ 208,068.92 % 11.74
 Specific Items of Work: Portion of Items #2 & #5

Subcontractor Name: FS Construction
 Address: 14838 Bledsoe St Sylmar CA 91342
 License No. and Class: 777126 class A, C-8, C-27
 Dollar Value and Percent of Total Contract: \$ 572,352.50 % 32.28
 Specific Items of Work: #8, #9, #10, #11 & #12

Subcontractor Name: California Professional Engineering
 Address: 929 Otterbein Ave Unit E La Puente CA 91748
 License No. and Class: 793907 A, C-10
 Dollar Value and Percent of Total Contract: \$ 2,400.00 % 0.14
 Specific Items of Work: #16

Subcontractor Name: Safe USA
 Address: 767 West 5th Street Ontario CA 91762
 License No. and Class: 874085 C-32
 Dollar Value and Percent of Total Contract: \$ 47,400.00 % 2.67
 Specific Items of Work: #15

Subcontractor Name: _____
 Address: _____
 License No. and Class: _____
 Dollar Value and Percent of Total Contract: _____
 Specific Items of Work: _____

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder American Asphalt South, Inc., proposed subcontractor _____, hereby certifies that he has X, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE**Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares

under penalty of perjury under the laws of the State of California that the bidder has _____, has not X been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF COMPTON
PUBLIC WORKS DEPARTMENT

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

#13.

REFERENCES

The following are the names, addresses, and phone numbers for three (3) public agencies for which BIDDER has performed similar work within the past two years:

Agency Name: *See Attached List*

Contact Name:

Contact Phone:

Address:

Description of Work:

Agency Name:

Contact Name:

Contact Phone:

Address:

Description of Work:

Agency Name:

Contact Name:

Contact Phone:

Address:

Description of Work:

REFERENCE LIST

<u>AGENCY/CONTACT</u>	<u>PROJECT NAME</u>	<u>DOLLAR AMOUNT</u>	<u>DATE COMPLETED</u>
COUNTY OF VENTURA RAJ CHIKKIAH (805)654-3987	PAVEMENT REJUVENATION-COUNTY WIDE (PHASE I)	\$455,999.09	Jan-14
METROPOLITAN WATER RICK WULF (213)217-7356	GENE PUMPING PLANT EMULSIFIED ASPHALT SLURRY SEAL	\$62,244.00	Dec-13
CITY OF MORO BAY JARROD WHELAN (805)772-6564	3-LAYER CAPE & MICROSURFACING PROJECT	\$243,067.30	Dec-13
CITY OF RIALTO EDDIE CHAN (909)820-2651	2013/2014 ANNUAL SLURRY SEAL/PARKING LOTS RESURFACING PROJECT	\$1,000,697.32	Apr-14
INDIAN PALMS C.C. NICK NICKERSON (760)323-5344	PRIVATE ROADWAY MAINTENANCE-SLURRY SEAL	\$200,868.50	Apr-13
CITY OF NORCO LORI ASKEW (951)270-5678	VARIOUS STREETS SLURRY SEAL PROJECT	\$47,395.00	Mar-14
CITY OF WALNUT NATALIE AVILA (909)594-9202	2013-2014 MAINTENANCE AREA 2 SLURRY SEA PROGRAM	\$720,275.03	May-14
CITY OF ALISO VIEJO CHRIS TANIO (949)425-2531	FY 2013-14 SLURRY SEAL AND REHABILITAION	\$596,216.08	May-14
CITY OF R. SAN. MARGARITA E. (MAX) MAXIMOUS (949)635-1805	ANNUAL RESIDENTIAL SLURRY SEAL (FY 2014-2014) AND ANTONIO PARKWAY SLURRY SEAL	\$318,612.90	May-14

BID PROPOSAL SIGNATURE AND NOTARY SEAL

Accompanying this proposal is a Bidder's Bond

(NOTICE: INSERT THE WORDS "CASH(\$ _____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

American Asphalt South, Inc. Allan Henderson - President
Jeff Petty - Vice President Lyle Stone - Secretary

Licensed in conformance with an act providing for the registration of Contractors,

License No. 784969 Classification(s) A

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addenda number/s 1

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: July 25th, 2014



Lyle Stone
Lyle Stone
Secretary

Signature and Title of Bidder - This must be Notarized

Business Address 14436 Santa Ana Avenue

Place of Business Fontana, CA 92337

Place of Residence _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

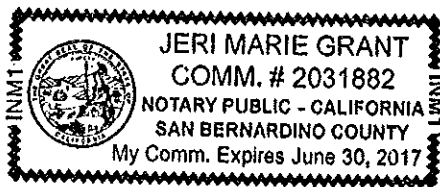
San Bernardino

} ss.

On July 25, 2014 before me, Jeri Marie Grant - Notary
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Lyle Stone
Name(s) of Signer(s)

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Jeri Marie Grant
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____



BID BOND*2014 Street Resurfacing Project #CIP 14-01*

KNOW ALL MEN BY THESE PRESENTS that American Asphalt South, Inc., as BIDDER, and The Guarantee Company of North America USA as SURETY, are held and firmly bound unto the City of Compton, as AGENCY, in the penal sum of Ten Percent of Amount Bid, (\$10% of Amount), which is ten percent (10%) or more of the total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER and BIDDER files the required Faithful Performance and Labor and Material Bonds in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

In the event suit is brought upon this bond by AGENCY and judgment is recovered, the Surety shall pay all costs incurred by the AGENCY in such suit, including reasonable attorney's fee to be fixed by the Court.

WITNESS our hands this 22nd day of July, 2014.

(SEAL)

American Asphalt South, Inc.

CONTRACTOR (CORPORATION) - TYPE

By: Jeff Petty

Vice President

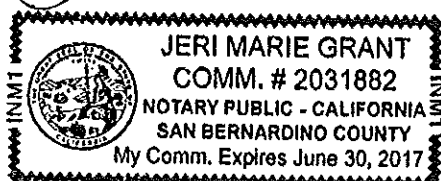
By: Lyle Stone~~Secretary/Treasurer~~

(SEAL)

Subscribed and sworn to before me
this 25th day of July, 2014.

Jeri Marie Grant
Signature of Notary Public

(SEAL)



(SEAL)

The Guarantee Company of North America USA

SURETY'S NAME - TYPE

1 Towne Square, Suite 1470
Southfield, MI 48076

Mailing Address

By: Elizabeth Collodi

Name (print)

Elizabeth Collodi
Signature

Attorney In Fact

Title

Subscribed and sworn to before me
this _____ day of _____, 2014.

SEE ATTACHED CA NOTARY ACKNOWLEDGMENT

Signature of Notary Public

(SEAL)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ButteOn July 22, 2014 before me, A. Abney, Notary Public

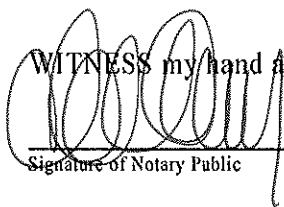
(Here insert name and title of the officer)

personally appeared Elizabeth Collodi

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

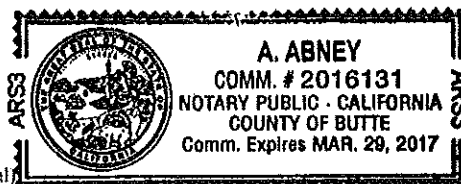
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond

(Title or description of attached document)

American Asphalt South, Inc.

(Title or description of attached document continued)

Number of Pages 2 Document Date 07/22/14The Guarantee Company of North America USA

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are-) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - *.- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - *.- Indicate title or type of attached document, number of pages and date.
 - *.- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Barbara Midstokke, Renee Ramsey, Richard W. Pratt, John Hopkins, Elizabeth Colodi, Susan Lee, Barbara Beeny, Nancy Luttenbacher, Phillip O. Watkins, Keith T. Schuler, Melissa D. Diaz, Shawna Johnson, Patricia M. Simas
Interwest Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Sr. Vice President, COO

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 22nd day of July, 2014

Randall Musselman, Secretary

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT’S 2014-2015 FISCAL YEAR BUDGET, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO AMERICAN ASPHALT SOUTH FOR THE 2014 STREET RESURFACING PROJECT (CIP# 14-01).

<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.

September 2, 2014

TO: MAYOR AND CITY COUNCIL

**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 ACCEPTING THE PROPOSAL OF APA
ENGINEERING, INC. FOR CONSTRUCTION MANAGEMENT
AND INSPECTION SERVICES FOR THE 2014 STREET
RESURFACING PROJECT (CIP# 14-01) AND AUTHORIZING
THE CITY MANAGER TO ENTER INTO A PROFESSIONAL
SERVICE AGREEMENT**

SUMMARY

Adoption of this resolution by the City Council will authorize the City Manager to enter into a professional service agreement with APA Engineering, Inc. for construction management and inspection services for the 2014 Street Resurfacing Project (CIP# 14-01) and authorize the issuance of a purchase order in the amount of \$73,760.00.

BACKGROUND

On July 14, 2014, the Public Works/Municipal Utilities Department advertised the construction of the 2014 Street Resurfacing Project CIP# 14-01. The project consist of installation terminal blend rubber chip seal and slurry seal on existing pavement; remove and replace failed asphalt concrete areas, install ADA compliant curb ramps, curb gutter and sidewalk improvements, traffic loop replacement and other minor associated work.

On September 2, 2014, City Council will consider taking action that will award the construction contract for this project. A part of the project is to retain the services of a qualified construction management firm to perform construction management and inspection services for the project.

STATEMENT OF ISSUE

On July 17, 2014, staff advertised to solicit proposals for construction management and inspection services for the 2014 Street Resurfacing Project from qualified firms. On August 7, 2014, a total of nine (9) proposals were received and the top three firms were ranked as follows:

**Staff Report – Resolution Authorizing Agreement with
APA Engineering Provide Construction Management
For 2014 Street Resurfacing Project (CIP #14-01)
September 2, 2014, page 2**

<u>Rank</u>	<u>Construction Management Firm</u>	<u>Location</u>
1	APA Engineering, Inc.	Irvine, CA
2	Anderson Penna	Newport Beach, CA
3	IMS Consultants	Cerritos, CA

Construction management and inspection services for the 2014 Street Resurfacing Project for the City of Compton will include the following:

1. **Preconstruction Conference** – Outline project specifics. Inform contractor of project administration procedures.
2. **Management Information System** – Implement system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, information requests, submittals, contracts, reports, O&M manuals, progress payments, and change orders, etc.
3. **Review Traffic Control Plans** – Review contractor's plans for detours, shutdowns and access for emergency vehicles.
4. **Meetings** – Conduct meetings to discuss background, scope, objectives, schedule, current, and past issues as necessary.
5. **Issues Management** – Analyze issues, seek appropriate advice, and give recommendations. Review cost reduction proposals as well as contractor's methods of construction in order to ensure compliance with plans and specifications and delivery of project within budget and the time specified.
6. **Schedule** – Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.
7. **Cost Control** – Monitor project funding. Monitor project budgets. Review contract item payments, material quantities, and change order payments.
8. **Change Orders** – Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Negotiate and prepare change orders for execution. Keep the City apprised of impact of cumulative change orders.
9. **Dispute Resolution** – Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.

**Staff Report – Resolution Authorizing Agreement with
APA Engineering Provide Construction Management
For 2014 Street Resurfacing Project (CIP #14-01)
September 2, 2014, page 3**

10. **Quality Control/Inspection** – Observe and monitor all aspects of the project. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide photographic and video documentation of construction process. Encourage and stress quality in the constructed product. Provide materials testing services.

11. **Public Relations** – Communicate with local business community regarding temporary construction impacts, such as traffic changes, noise, limited access and construction schedule.

12. **Permit/Environmental Compliance** – Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies.

13. **Progress Payments** – Review and approve all contractor's payment request. Verify contractor pay items. Prepare payment documentation for execution.

14. **Monthly Status Reports** – Prepare monthly reports highlighting project progress, CCO's, cost issues, and schedule.

15. **Site Safety** - Review and monitor contractor's safety program for compliance with Cal/OSHA. Notify contractor if unsafe condition is observed. Notify City if contractor refuses to rectify unsafe condition. Investigate accidents.

16. **“As-Built” Drawings** – Collect, review, and transmit contractor's data to engineer.

17. **Final Walkthrough** – Make final inspections, prepare punch list. Verify that required certificates of compliance, O&M manuals and as-build drawings have been delivered.

18. **Project Completion Report** – Process final progress payment to contractor. File Notice of Completion. Prepare final report. Review project records.

Selections Process

In the Request for Proposals, it was requested that firms respond with their qualifications, scope of service, and etc. in one package and their fee in a separate sealed package. Therefore, as a result, the fee was not considered until after the selection of the most qualified firm.

A consultant selection committee comprised of Public Works staff was appointed to review the proposals submitted by the three qualified firms. The committee reviewed the

**Staff Report – Resolution Authorizing Agreement with
APA Engineering Provide Construction Management
For 2014 Street Resurfacing Project (CIP #14-01)
September 2, 2014, page 4**

materials in the Request for Proposal (RFP) submitted by the consultants and ranked the most qualified proposals.

The selection of the most responsive qualified firm for the construction management services was on the basis of demonstrated competence and professional qualifications. Qualification Based Selection (QBS) is where selection is based on the most appropriate provider of the professional services; fee is not considered. Cost was not the basis for rating such consultants. Therefore, the fee was not considered until after the selection of the most qualified firm.

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.

As a result, the proposal submitted by APA Engineering, Inc. in the amount of \$73,760 was the best qualified firm to manage the 2014 Street Resurfacing Project. APA Engineering, Inc. will provide the City of Compton with a highly competent, experienced and licensed Project Manager/Resident Engineer and a Construction Manager with extensive experience delivering comparable services on the successful completion of very similar project for several Southern California cities.

In order to award the professional service agreement to APA Engineering, Inc. to provide construction management services to be performed on the 2014 Street Resurfacing Project, City Council's authorization is necessary.

ALTERNATIVE

The City needs construction management services of the 2014 Street Resurfacing Project, therefore, no other alternative is being proposed.

FISCAL IMPACT

Funds in the amount of \$73,760 are available in the Public Works/Municipal Utilities Department's 2014-2015 fiscal year budget in Account No. 1520-710-OMR-4266.

**Staff Report – Resolution Authorizing Agreement with
APA Engineering Provide Construction Management
For 2014 Street Resurfacing Project (CIP #14-01)
September 2, 2014, page 5**

RECOMMENDATION

Staff recommends the City Council accepts the proposal submitted by APA Engineering, Inc. to provide construction management services for the 2014 Street Resurfacing Project and authorize the City Manager to enter into a professional services agreement and issue a purchase order for \$73,760.

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

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

GHD:GK:JS

Attachment: Proposal

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ACCEPTING THE PROPOSAL OF APA ENGINEERING, INC. FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE
2014 STREET RESURFACING PROJECT (CIP# 14-01) AND AUTHORIZING
THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE
AGREEMENT**

WHEREAS, on July 14, 2014, the Public Works/Municipal Utilities Department advertised the construction of the 2014 Street Resurfacing Project CIP# 14-01; and

WHEREAS, the project consist of installation terminal blend rubber chip seal and slurry seal on existing pavement; remove and replace failed asphalt concrete areas, install ADA compliant curb ramps, curb gutter and sidewalk improvements, traffic loop replacement and other minor associated work; and

WHEREAS, on September 2, 2014, City Council will consider taking action that will award the construction contract for this Project and part of the project is to retain the services of a qualified construction management firm to perform construction management and inspection services for the project; and

WHEREAS, on July 17, 2014, staff advertised to solicit proposals for construction management and inspection services for the 2014 Street Resurfacing Project from qualified firms; and

WHEREAS, on August 7, 2014, a total of nine (9) proposals were received and the top ranking and most qualified proposal was submitted by APA Engineering, Inc. in the amount of \$73,760; and

WHEREAS, funds in the amount of \$73,760 are available in the Public Works/Municipal Utilities Fiscal Year 2014-2015 budget in Account No. 1520-710-0MR-4266.

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

SECTION 1. That the proposal of APA Engineering, Inc. is hereby accepted and all other proposals/bids are rejected.

SECTION 2. City Manager, upon approval of the City Attorney is authorized to enter into a professional services agreement with APA Engineering, Inc. for construction management and inspection services for the 2014 Street Resurfacing Project (CIP# 14-01).

SECTION 3. That a purchase order in the amount of \$73,760.00 is authorized to be issued to APA Engineering, Inc. for services performed for the 2014 Street Resurfacing Project.

SECTION 4. That funds in the amount of \$73,760 are available in the Public Works/Municipal Utilities Department's 2014-2015 fiscal year budget Account No. 1520-710-0MR-4266.

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

ADOPTED this ____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk, at a regular meeting thereof held on the ____ day of _____, 2014.

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

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

CITY CLERK OF THE CITY OF COMPTON

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
APA ENGINEERING, INC.**

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and APA Engineering, Inc. (hereinafter referred to as "**CONSULTANT**"), located at 9880 Irvine Center Drive, Irvine, California 92618.

RECITALS:

WHEREAS, the City will be implementing the 2014 Street Resurfacing Project (Capital Improvement Project # 14-01); and

WHEREAS, the City has identified a need for a qualified and experienced architectural and engineering consulting firm to provide construction management and construction inspection services for the 2014 Street Resurfacing Project; and

WHEREAS, by Resolution No. _____, adopted on the ____ day of September 2014, the City Council authorized the City Manager to enter into a professional services agreement with the Consultant (APA Engineering, Inc.) to provide construction management and inspection services on CIP #14-01; and

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

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

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

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional construction management and construction inspection services relative to the 2014 Street Resurfacing Project (CIP# 14-01). This includes delivering management, construction management, contract administration, construction engineering and inspection, material quality assurance and post construction services. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

- Pre-construction Conference
- Management Information System (MIS)
- Review Traffic Control Plans
- Meetings
- Issues Management
- Schedule

- Cost Control
- Change Orders
- Dispute Resolution
- Quality Control/Inspection
- Public relations
- Permit/Environmental Compliance
- Progress Payments
- Monthly Status Reports
- Site Safety
- “As-Built” Drawings
- Final Walkthrough
- Project Completion Report

As more fully described in the City’s **“Request for Proposals for Construction Management & Inspection Services – 2014 Street Resurfacing Project (CIP# 14-01)”** and in Consultant’s **“Proposal to Provide Construction Management Services for the 2014 Street Resurfacing Project CIP# 14-01”** dated August 7, 2014, both of which are incorporated herein by this reference.

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

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

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

Ali Pakzad, P.E., President/Principal in Charge of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the services to be rendered are complete, unless terminated earlier. Based on the progression of the construction, the parties anticipate that Consultant’s services

will be completed within Seventy Five (75) working days after commencement of the services by Consultant.

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

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

3. Compensation. The method of payment for this Contract will be on a fee-for-services basis as specified within Consultant's "**Proposed Fee & Schedule**" dated August 7, 2014 and incorporated herein. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City.

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

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **Director of Public Works/Municipal Utilities Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

As full and complete compensation for performance of all the services to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Seventy Three Thousand Seven Hundred Sixty Dollars (\$73,760.00).**

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

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the “Work Product”) is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant’s records.

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

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

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

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

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

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

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

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

9. Other Consultants. The City reserves the right to employ other consultants in connection with the services.

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

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

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

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

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

11.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

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

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

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton

and its respective elected and appointed officers, officials, employees, agents and volunteers as **“additional insureds”** with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.***

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

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

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

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

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations.

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

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

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

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

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

19. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a

period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

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

- is not currently under suspension, 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.

Ali Pakzad, P.E., President

(Date)

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

22. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

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

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

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

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

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

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

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

TO CONSULTANT:

**APA ENGINEERING, INC.
9880 Irvine Center Drive
Irvine, California 92618
Attn: Ali Pakzad, P.E.
(949) 679-2600
(949) 679-2601– fax.**

TO CITY:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works Department
(310) 605-5505
(310) 605-6326 – fax.**

Note: A copy of any notice provided to the Director 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.

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

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

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

**APA ENGINEERING, INC.
CONSULTANT**

Dated: _____

By _____
Ali Pakzad, P.E., President

**CITY OF COMPTON
Recommended for Approval:**

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

Dated: _____

#14.

Professional Services Agreement – APA Engineering, Inc.
Construction Management Services for 2014 Street Resurfacing Project No. CIP# 14-01
Public Works/Resolution No. _____

Approved by:

Dated: _____

By _____
G. Harold Duffey, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

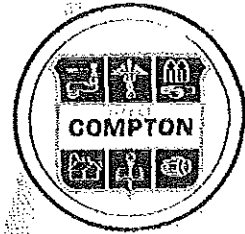
Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

**PROPOSAL TO
PROVIDE CONSTRUCTION MANAGMENT
SERVICES FOR THE 2014 STREET RESURFACING
PROJECT IN THE CITY OF COMPTON
CIP# 14-01**



SUBMITTED TO: THE CITY OF COMPTON

Submitted By:

APA ENGINEERING, INC.



**9880 Irvine Center Drive
Irvine, CA 92618**

Tel: (949) 679-2600

Fax: (949) 679-2601

Website: www.apaeng.com

This proposal and its terms and conditions are valid for a period of 120 days. The City's RFP is incorporated in its entirety as a part of this proposal. The charges for services to be provided will be based on a "Not-to-Exceed" fee as authorized and approval by the City.

During the period of the proposal evaluation the contact person for APA is:

Ali Pakzad, P.E., President/Principal-In-Charge

Telephone: (949) 679-2600 Extension 1002

Fax: (949) 679-2601 Cellular Phone: (949) 433-4465, e-mail: apakzad@apaeng.com

APA Engineering is prepared to begin work immediately with a full team commitment to meet or surpass the proposed schedule. We appreciate the opportunity to submit our proposal and look forward to working with you on this challenging project.

Mr. Kau, thank you very much for this opportunity to be of service to the City of Compton. We look forward to continue working with you and your staff to complete this project successfully.

If you need more information or have any questions, please do not hesitate to contact me at 949-433-4465.

Respectfully submitted,

APA Engineering, Inc.



Ali Pakzad, P.E.

President/ Principal-In-Charge



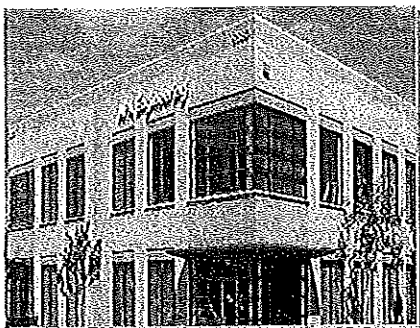


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APA ENGINEERING, INC - FIRM PROFILE



APA Engineering, Inc. (APA), a California Corporation, was established in 2002 as a consulting civil engineering firm which is located in Irvine, California. APA specializes in Public Works, Transportation, Flood Control and Site Development projects including: initial planning, feasibility studies, condition assessment and preparation of conceptual, preliminary and final construction drawings, bid documents, and construction support and management services.

APA's Principal, Mr. Ali Pakzad, has over 30 years of experience in all phases of civil engineering projects. In addition to his international assignments to Kuwait and Thailand, and his employment with Texas Department of Transportation, Mr. Pakzad has practiced in California

for over twenty five years and has worked on projects from conception to completion for local, county, regional and state agencies that included Cities; Caltrans; OCTA; MTA; Orange and Los Angeles Counties, and Ports of Los Angeles and Long Beach. We are a Public Works Engineering firm and that is what we do best.

APA Engineering has completed numerous projects for Public Agencies including extensive surveying, mapping, pavement rehabilitations, pavement reconstruction, new raised landscaped median, grading, drainage, hydrology and hydraulics report, Standard Storm Water Mitigation Plans, Water and Sewer Pipeline Network design, Storm Water Pollution Prevention Plan (SWPPP), right-of-way legal descriptions; plot plans; and track maps, utilities, street lighting, traffic signal new and modification of existing systems, program management, plan checking services, inspection, construction support services, and responding to clients short notice tasks.

APA expertise includes the following disciplines:

- Municipal Engineering / Public Works
- Street, Highway, Toll Road and Rail
- Flood Control and Storm Drain Design
- Sanitary Sewer Systems
- Site Development Engineering
- Right-of-Way and Encroachment Services
- Utility Reconstruction and Relocation Design
- Land Surveying and Mapping Service
- Grading, Drainage, Traffic Control Plans
- Construction Management & Inspection

Below is a partial list of projects that APA's Principal and its professional staff have completed:

- Maple Avenue Street Improvements and Enhancement – City of El Segundo
- I-5/Sand Canyon Avenue Interchange Improvements Project – City of Irvine
- Avenida Plco Street Widening, Median & Intersection Improvements – City of San Clemente
- Imperial Highway Phase II Median and Safety Project – City of Downey
- Alta Vista & Rose Dr. Intersection Widening and Median Improvements – City of Placentia
- Pacific Park Dr. & Aliso Creek Road New Median Installation Projects – City of Aliso Viejo
- Long Beach Boulevard Median and Rehabilitation Project – City of Lynwood
- Foothill Blvd. Widening and Safe Route to School Project – City of La Canada Flintridge
- Broadway, 1st St, Daisy Ave., Magnolia Ave. Improvements & Rehabilitation – City of Long Beach
- Beach Blvd. & Rosecrans Ave. Intersection and Median Improvements – City of La Mirada
- Ganesha Hills Phase II Sewer Rehabilitation Improvements – City of Pomona
- Design of Alley Improvements, District 2, Twenty (20) Alleys – City of Pomona
- Imperial Highway Rehabilitation, Median Landscaping, and Traffic Signals – La Mirada
- Traffic Signal Pre-emption Project – City of Lake Forest
- Various Alley Design, District 1, 3, and 6, Sixty (60) Alleys – City of Pomona
- Mission Boulevard Storm Drain Improvements – City of Pomona

APA Engineering's client list includes the cities of Alhambra, Aliso Viejo, Anaheim, Bell, Compton, Costa Mesa, Culver City, Downey, El Segundo, Glendale, Huntington Beach, Irvine, La Canada Flintridge, Lake Forest, Laguna Hills, La Mirada, Lawndale, Long Beach, Lynwood, Mission Viejo, Moreno Valley, Norwalk, Placentia, Pomona, San Clemente, Santa Ana, San Gabriel, San Juan Capistrano, Stanton, South Gate, Vista, Yorba Linda, and agencies such as Metropolitan Water District (MWD), Vista Irrigation District, Orange County Transportation Authority (OCTA), Caltrans, Orange County Sheriff Department, Orange County Operation & Maintenance, and Orange County Department of Public Works.

APA Engineering is currently certified as a Small Business Enterprise (SBE) with MTA, City of Long Beach, Port of Long Beach, MWD, State of California, and LAUSD.



APA ENGINEERING, INC - FIRM PROFILE

DEPTH OF EXPERIENCE

Sample Recent Projects	Civil Design	Landscaping	Traffic Engineering	Pavement Design	Street Lighting	Right of Way Engineering	Surveying	Public Outreach	Water Quality	Environmental Documents	ADA Compliance
NSand Canyon Avenue Interchange & Intersection Improvements project, City of Irvine/Caltrans	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Long Beach Blvd. and State Street Intersection Improvement, City of Lynwood	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Rancho Viejo Rd & J. Serra Rd. Intersection Improvements, City of San Juan Capistrano	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Alta Vista Rd. and Rosa Drive Intersection Improvements, City of Placentia	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Volley View and Alondra Blvd. Intersection widening, City of La Mirada	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Firestone & Paramount Blvd. Intersection Improvements, City of Downey	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Glenwood Dr. & Aliso Creek Road Intersection Improvements, City of Aliso Viejo	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Pacific Park Dr. & Aliso Creek Road Intersection Improvements, City of Aliso Viejo	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Avenida Vista Hermosa Traffic Signal and Signal Interconnect Design, City of San Clemente	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Beach Boulevard & Crenshaw Intersection Improvement, City of La Mirada/Caltrans	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Long Beach Boulevard & Carline Ave. Intersection Signal Redesign, City of Lynwood	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Imperial Highway Median Landscaping & Street Improvements, City of Downey	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Avenida Pico Median Landscaping & Street Improvements & Traffic Signal, City of San Clemente	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

FIRM LOCATION

APA Engineering, Inc.
9880 Irvine Center Drive,
Irvine, CA 92618
Tel: (949) 679-2600
Fax: (949) 679-2601
Website: www.apaeng.com

CONTACT PERSON

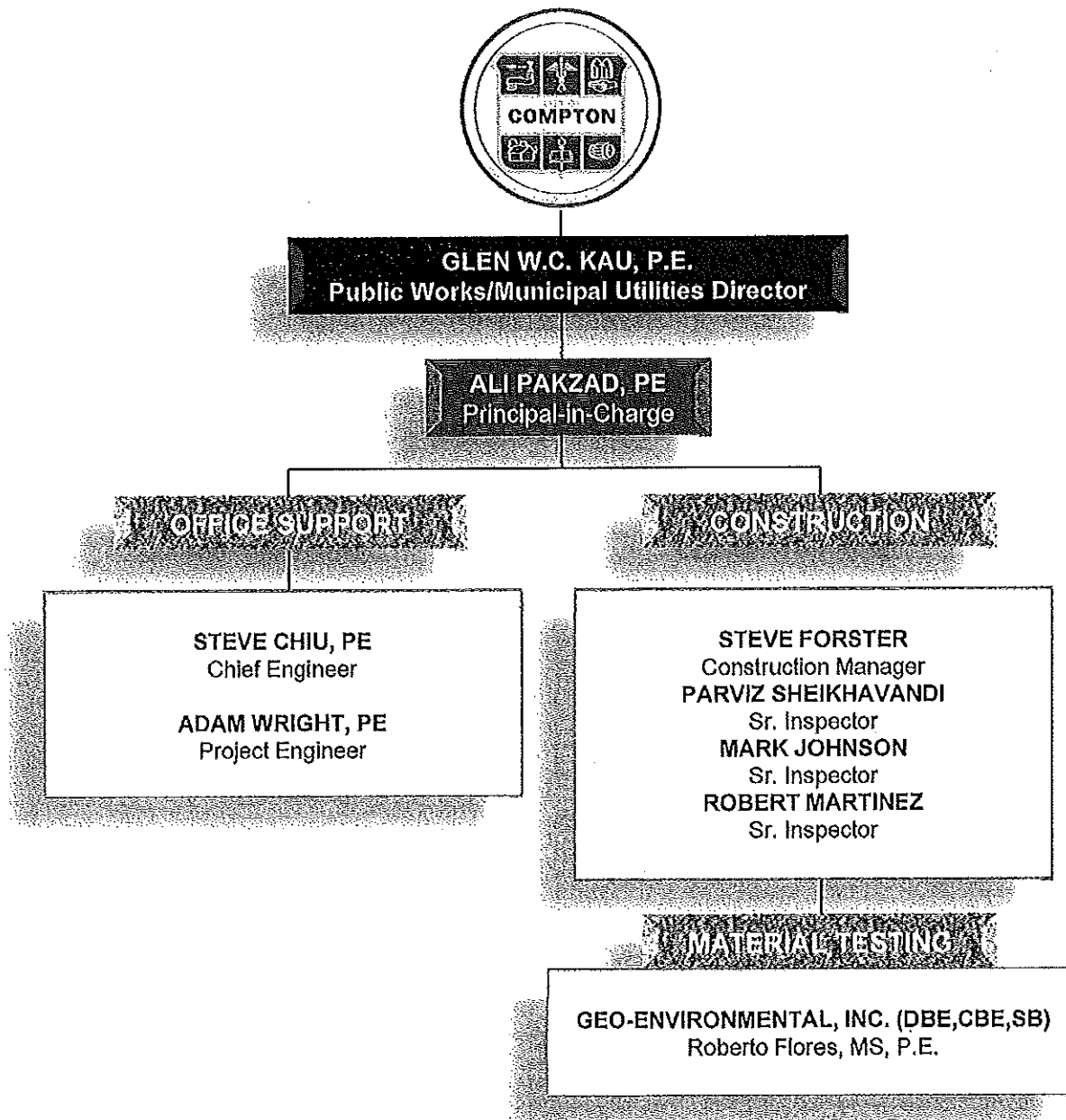
Ali Pakzad, P.E.
President/Senior Project Manager
Tel: (949) 679-2600 Ext. 1002,
Fax: (949) 679-2601, Cell: (949) 433-4465
E-mail: apakzad@apaeng.com

APA Engineering, Inc. currently operates out of a professional office located in Irvine, CA. APA retains highly qualified professional registered civil engineers, registered land surveyors, EIT certified engineers, civil designers and CAD specialists. The staff has access to modern state-of-the-art facilities with the most up-to-date equipment and automated design tools available to civil engineers today.

FINANCIAL CONDITION

APA Engineering, Inc. is in a very strong financial condition and has no bankruptcy, pending litigation, planned office closure, or merger plan that may impede APA Engineering's ability to complete our assignment.

Project Organization Chart





PROJECT MANAGER

ALI PAKZAD, PE

Principal-In-Charge/Senior Project Manager

EDUCATION:

B.S., Civil Engineering, Lamar University, 1979

CONTINUOUS EDUCATION:

Graduate Level Study in Business Administration, Marketing, and Finance.

REGISTRATIONS/ CERTIFICATIONS:

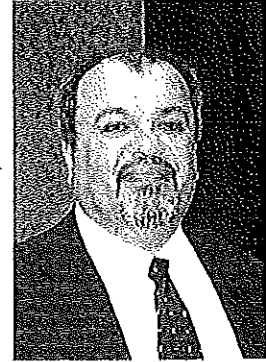
Civil Engineer, California (C50382), Texas (55345)

PROFESSIONAL AFFILIATIONS:

American Society of Civil Engineers (ASCE)

American Public Works Association (APWA)

Women in Transportation Seminar (WTS)

**SUMMARY OF QUALIFICATIONS**

Mr. Pakzad has been with the firm since its inception in 2002 and plays a critical role in the successful completion and delivery of projects. He is the most energetic and experienced Project Manager for this assignment based on his record of completing complex multi-disciplinary public works and transportation projects on schedule, within budget and to the satisfaction of our most demanding clients. Mr. Pakzad has over 30 years of experience in design, project management and coordination, program management, and construction management of heavy complex civil engineering projects including streets, highways, toll roads, rail transit, parking lots, and airports.

In addition to his international assignments to Kuwait and Thailand, and his employment with the Department of Transportation, Mr. Pakzad has practiced in California for over 25 years and has managed projects from conception to completion for municipalities, counties, and regional and state transportation agencies that included cities; Caltrans Districts 7, 8, 11 and 12; OCTA; MTA; and Orange and Los Angeles Counties. Mr. Pakzad was a Design Manager for the \$800 million Eastern Transportation Corridor, a fast track design/build toll road project. In addition, Mr. Pakzad, as a Managing Consultant, provided Program Management Oversight services for the Los Angeles County Metropolitan Transportation Authority on their rail projects. He understands the importance of setting aggressive project budgets, schedules and quality control parameters and is an advocate of "Partnering" for complex projects. Mr. Pakzad has worked on multi-agency projects extensively and can expedite and facilitate negotiations, permits, approvals, and any other related issues with third party agencies. During the last twelve years, Mr. Pakzad, as the principal of APA Engineering has been working on various public works CIP projects for municipalities, transportation agencies, and OCTA in Southern California. Mr. Pakzad has completed and successfully delivered similar projects for the cities of Aliso Viejo, Downey, El Segundo, Irvine, La Canada Flintridge, La Mirada, Lawndale, Long Beach, Lynwood, San Clemente, and San Juan Capistrano.

PROJECT EXPERIENCE

Mr. Pakzad has successfully completed design work on the following projects:

- Maple Avenue Street Reconstruction and Improvements – City of El Segundo
- I-5/Sand Canyon Avenue Interchange Project (\$6.8 million) – City of Irvine/Caltrans
- Long Beach Blvd. Improvements City Limits to City Limits – City of Lynwood
- Rancho Viejo Rd & J. Serra Rd. Intersection Improvements (\$2 million), City of San Juan Capistrano
- Imperial Highway Rehabilitation & Median Improvements – City of Downey
- Imperial Highway Rehabilitation, Phase One and Two – City of La Mirada
- Broadway and 1st Street Rehabilitation Projects – City of Long Beach
- Avenida Pico Widening and Traffic Circulation Improvements – City of San Clemente



KEY MANAGER – PROJECT DELIVERY MANAGER

STEVE FORSTER
Project Delivery Manager

EDUCATION:

B.S., Business Administration, University of Phoenix, 1997
Engineering and Public Works courses

PROFESSIONAL AFFILIATIONS/REGISTRATION:

American Society of Civil Engineers (ASCE)
American Public Works Association (APWA)
California Park & Recreation Society (CPRS)
International Society of Arboriculture (ISA)
Certified Arborist (No. 2269A)



Committees:

Chairman, Gateway Cities Council of Governments (GCCOG) Public Works Officers Committee – 2005 to 2013
Chairman, I-5 Joint Powers Authority Technical Advisory Committee – 2004 to 2013
Chairman, GCCOG High Speed Rail Technical Advisory Committee – 2012 to 2013
Vice Chairman, Los Angeles Metro Streets and Freeways Committee – 2012 to 2013

PROFESSIONAL EXPERIENCE:

Project Delivery Manager, APA Engineering, Irvine, CA
February 2013 – Current

Mr. Forster is the Project Delivery Manager with APA Engineering. In his role, he oversees all project execution activities and he is the point of contact for all projects throughout southern California. He ensures adherence to established project schedules and cost agreements, and monitors production for delivery of the highest quality products to clients.

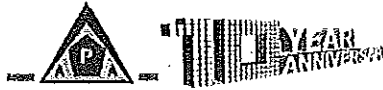
Mr. Forster's Public Works and Engineering background is very diverse with multiple disciplines that can be of benefit to any public project. He has over 23 years of experience in local government with increasing responsibilities. He served as a Department of Public Works Director for the last 15 years. His experience includes all varieties of Planning, Design, and Construction from vertical building construction to all aspects of Public Right of Way Improvements. His utility experience is extensive. He has dealt with utility companies and utility issues throughout his career as a Public Works Administrator and Director.

He is a hands-on executive with high performance and progressive goals. He is customer service-oriented, with a proven track record of innovative solutions to solve complex community challenges. He is fiscally experienced in all aspects of local government. Some of Mr. Forster's skill highlights include leadership that encourages staff and delivers results during fiscal constraints and project management with fiscal oversight of over \$25 million annually. In addition, Mr. Forster has considerable experience with in-house and contract maintenance operations to deliver optimal results.

Public Works Director, City of La Mirada, CA
June 1989 - February 2013

The Public Works Director's position was the highest position next to the City manager due to the loss of the Assistant City Manager's position during the economic downturn. As a result, the position required direct coordination with City Council and the City Manager. The Public Works Director was responsible for representing the City at various intergovernmental agencies and associations, representing the Council at various functions and meetings, and preparing weekly reports related to the operations of the City. The role of the Public Works Director also included the oversight of training and staff development, and mentoring in order to encourage and monitor employee relations.

As Public Works Director, Mr. Forster assisted the City Manager in coordinating, reviewing, and supervising engineering activities, including design and construction of street rehabilitation, widening and other capital improvements projects, subdivision improvement plan checking, contract administration, construction inspection, compliance with Federal, State and local laws and ordinances, and establishing departmental policies.



KEY PERSONNEL



PROJECT TEAM - KEY PERSONNEL

APA Engineering has assembled a team, organized specifically to address the unique requirements of this project and to provide a full range of engineering services as may be required by this project. Our team includes individuals who have proven records for successfully delivering similar projects through design and construction phases with a highest possible quality.

Steve Chiu, PE - Chief Engineer

Mr. Chiu has over 30 years of experience in the management and design of civil/infrastructure engineering projects for both public and private sector. Mr. Chiu is a hands-on project manager/engineer who has strong technical background and experience in a wide variety of projects. He also has experience in all phases of a project from project planning, preparation of PS&E, bid document coordination to construction. He also has strong project management and oversight experience on complex civil engineering projects including street, highway, bridge, flood control facilities, sewer and water distribution systems, site grading and improvements, recreation parks, agency capital improvement and assessment district projects. He has designed, managed and coordinated multi-million dollar projects for government agencies and private industry. He also has good field experience and thorough understanding of the construction aspects of projects. He worked on similar street improvement projects for the Cities of Lynwood and Downey and knows the street improvement issues and challenges well.

PROFESSIONAL REGISTRATION: Civil Engineer, State of California (C29048)
EDUCATION: BS Civil Engineering
YEARS WITH THE FIRM: 2 Years

Highlights of his recent achievements include:

- ▶ Raymond Avenue Grade Separation Project (Fullerton)
- ▶ Turtle Ridge Residential Development (Irvine)
- ▶ City of San Clemente Street Pavement Rehab Projects
- ▶ Eastern Toll Road (Irvine)
- ▶ California Adventure Theme Park (Disneyland, Anaheim, CA)
- ▶ Preparation of PS&E's for several Foothill Corridor Phasing Plan components based on County and Caltrans' criteria and specifications.
- ▶ Performed preliminary studies for the 241 Foothill Toll Road through Rancho Santa Margarita for Rights-of-way takes, ramp designs and grading limits, etc.

SUBCONSULTANTS TEAM - KEY PERSONNEL

GEO-ENVIRONMENTAL, INC. (DBE, CBE*, SB) - Geotechnical and Pavement Evaluation Services**Roberto Flores, PhD, P.E., GE, - Material Testing and Pavement Evaluation**

Mr. Flores has over 13 years of experience in geotechnical engineering, including field testing and inspection, geotechnical laboratory testing, performance of probabilistic seismic analysis using FRISKSP software, and the preparation of project reports, plans, design drawings, and project studies for geotechnical engineering projects. Mr. Flores also has experience in laboratory report preparation by utilizing a database management program, Gint (Geotechnical Integrator). He is proficient in AutoCAD 14/2000, Corel Draw, STAAD III, Microsoft Office 2000, Windows 95/NT/XP. He has been involved in the field and laboratory testing of soil and concrete according to ASTM test procedures and Caltrans methods, reviewing contractor technical submittals including quality control program, start-up plans and schedules, monitoring and evaluating construction activities, directing, coordinating and reviewing work plan for improvement project design, construction administration and inspection, and resource planning. He also has experience in drafting/drawing and graphics. Mr. Flores is a Caltrans Qualified Tester.

CERTIFICATIONS: Caltrans Independent Assurance Program (Test Methods 105, 201, 202, 216, 217, 226, 231, 375A, 533, 539, 540, 556, 557); Nuclear Gauge Operator Training; Radiation Safety Officer (RSO), #14205; Course on Cone Penetration Testing (Gregg Drilling & Testing, Inc.)
EDUCATION: MS Geotechnical Engineering, University of California Los Angeles, 2008; BS Civil Engineering, Minor in Transportation, Instituto Tecnológico de Estudios Superiores de Monterrey (ITESM), Monterrey, Mexico, 1999
YEARS WITH THE FIRM: 1 Year



MARK R. JOHNSON

Senior Construction Inspector

SUMMARY OF EXPERIENCE

Mr. Johnson has over 20 years experience in construction work both on public and private projects. He operated his own construction company and later work as construction manager and inspector overseeing small and some large projects. His responsibilities included project management and supervision for multiple projects. Performed construction estimating, scheduling, and subcontract administration. Typical project included building exterior renovation, sidewalk, and parking lot. He has a strong background in project management, supervision, estimating and inspection. Strong communication skills. Proficient in MS Excel, Word and Project. EPA SWPP certified. Additional experience includes off site street improvements, sidewalk, drive approaches, bus bays, parkway turn lane island, traffic control, safety and storm water pollution prevention programs. He has worked in the City of Lakewood and is familiar with the most of the southern California cities.

CERTIFICATIONS:

ICC Reinforced Concrete Special Inspector- Certification No. 8028712-49; ICC Structural Masonry Special Inspector- Certification No. 8028712-84; ICC Pre-stressed Concrete Special Inspector- Certification No. 8028712-92; ACI Concrete Field Testing Technician- Certification No. 01171272

EDUCATION:

Construction Estimating, Saddleback College, Mission Viejo, CA
Supplemental & Continuing Education Courses:

- California Contractors License School
- Advanced Training ICC Special Inspector Certification
- Larsen Inspection Training ICC CEU courses
- Simpson Strong-Tie CEU on Seismic Design for Wood Framed Structures Restraint
- Rod Systems & Concrete Anchor Codes
- EPA SWPPP Certificate.
- CPR Certificate

YEARS WITH THE FIRM: 1 Year

PROJECT EXPERIENCE

Aviation Boulevard Reconstruction - City of El Segundo

As a Contract Inspector representing the City of El Segundo, Mr. Johnson monitors all contractors' work on this large size roadway resurfacing and reconstruction project. He performs inspection of all work related to excavation, compaction, asphalt placement, concrete placement for curb & gutter, sidewalk, driveways and other elements of work such as monitoring traffic control and project staging, road closures, dealing with the property owners adjacent to the project, coordinating the work with the City staff, design engineers, and Testing Lab personnel, and preparing daily inspection report and verifying field measurement for payment.

ICC Special Inspector - Pacific West Services, Mission Viejo, CA

As an Independent ICC Special Inspector, Reinforced Concrete, Structural Masonry, Pre-stressed Concrete. Clients include NMG Geotechnical, Inc. Albus-Keefe Associates, Southwest Testing and Inspection, AM Engineering, DP Inspection. Projects include major storm drain project, Irvine CA, 5 Level Parking Structure, Garden Grove, CA, and multiple single multifamily residential developments throughout Southern California.

Project Superintendent - Culp Construction, Irvine, CA

Responsibilities included development of construction schedule, scheduling subcontractors and inspections, weekly meeting with owners representative. Develop RFIs change orders. Projects: Mariners, Church, Irvine, CA, Ground-up chapel. Parking lot removal replacement, off site street improvements, sidewalk, drive approaches, parkway turn lane island, Lakewood, CA Responsible for implementing traffic control, safety and storm water pollution prevention programs.

Project Manager - Carr Construction, Garden Grove, CA

Responsibilities included Project management and supervision for multiple projects. Performed construction estimating, scheduling, and subcontract administration. Typical project 350 S. Beverly Drive, Beverly Hills, CA. Exterior renovation, sidewalk parking background in project management, supervision, estimating and inspection. Strong communication skills. Proficient in MS Excel, Word and Project. EPA SWPP certified.

Project Superintendent- Austin Jones Corporation, Los Alamitos, CA

2001 Wilshire Church Renovation Seismic and parking lot renovation, Los Angeles, CA \$5,200,000. 2002 New ground up 3 acre site development, storm drain and fast food restaurant building. Placentia, CA \$2,450,000. 2003 JSTB BLDG. 921 Upgrade Los Alamitos, CA \$230,000. 002005 Laguna Niguel Presbyterian Church New Ground Up Two Story Site Improvements.



APA ENGINEERING, INC.

PARVIZ SHEIKHAVANDI
SENIOR CONSTRUCTION INSPECTOR

EDUCATION

B.S., Civil Engineering, 1975

PROFESSIONAL EXPERIENCE

Mr. Sheikhavandi has over 15 years experience in geotechnical engineering and materials testing related responsibilities as quality control, quality assurance, construction inspection, field density testing, batch plant inspection, asphalt testing in various construction projects such as roads and highways, airports, residential and commercial buildings and land fill construction. Streets and highways construction involved field and laboratory testing on soil, asphalt and concrete in accordance with ASTM and Caltrans procedures. Mr. Sheikhavandi is licensed for nuclear gauge testing of asphalt concrete.

PROJECT HISTORY

Various Street Rehabilitation Projects: Mr. Sheikhavandi is responsible for field testing and inspection as well as related laboratory testing. His prominent projects include construction observation and inspection at Temescal Desalter for City of Corona and Street Rehabilitation Projects for the County of Los Angeles. He performs drilling operations for most of the Company's geotechnical investigation projects.

Eastern Transportation Corridor (ETC Route 241,133): Field Inspector and Quality Control, Mr. Sheikhavandi was responsible for quality control on Eastern Transportation Corridor (ETC State Route 241,133) and Marshburn Retarding Basin. His responsibilities included testing and sampling of embankment, R-value, aggregate base, subgrade, asphalt concrete, rubber asphalt testing, batch plant inspection, drainage system, structural backfill, retaining wall, structural pipe backfill, and MSE wall according to ASTM and Caltrans method. He was also responsible for inspection of drainage system, dikes, gutters, and preparation of documents and reports.

Various Grading Projects: Senior Inspector, Mr. Sheikhavandi was responsible for quality control for all geotechnical work such as canyon cleaning, mass grading (for more than 30 million cubic yards), benching, structural backfill, storm drain, concrete sampling, observation and testing according to ASTM and Caltrans method and report preparation.

Freeway 14 project in Kern County, California. Senior Inspector, Mr. Sheikhavandi was responsible for quality control on Freeway 14 construction project in Kern County, California. He was responsible for road construction related testing of embankment, subgrade soils (R-value), aggregate base, structural backfill, base concrete, asphalt concrete and report documentation.

Various Public Works Projects: Senior Engineering Technician, Mr. Sheikhavandi was responsible for quality control testing of public works such as sewers, storm drains, pipelines, roads and building pads.

Imperjilow and Tessa (Consulting Firm, Italy): Field Inspector, Mr. Sheikhavandi was inspector on Lar Dam (40-million cubic yard earthwork) including keyway and buttress fill, slope construction, retaining wall backfill, structural backfill, drainage unit system, geograde system, compaction testing, observation and report preparation.



RELEVANT EXPERIENCE- CONSTRUCTION MANAGEMENT

Construction Management, Inspection, and Construction Support Services Experience

■ Various Public Works Projects – City of La Mirada

APA Engineering provided full time construction observation services to the City of La Mirada for several years. The assignment involved inspection of public works projects such as street reconstruction, ADA ramp placement, utility relocations, curb & gutter placement, pavement management, and responding to residents' complaints and mitigating day to day public works issues.

■ Aviation Blvd. Reconstruction- City of El Segundo

As a Contract Inspector representing the City of El Segundo, Mark monitors all contractors' work on this large size roadway resurfacing and reconstruction project. He performs inspection of all work related to excavation, compaction, asphalt placement, concrete placement for curb & gutter, sidewalk, driveways and other elements of work such as monitoring traffic control and project staging, road closures, dealing with the property owners adjacent to the project, coordinating the work with the City staff, design engineers, and Testing Lab personnel, and preparing daily inspection report and verifying field measurement for payment.

■ Lynwood Senior Center Building – City of Lynwood

APA Engineering provided construction observation and wage compliance monitoring on Lynwood Senior Center for the City of Lynwood.

■ Various Public Works Projects – City of Aliso Viejo

APA Engineering is providing civil engineering and construction support services to the City of Aliso Viejo on their CIP construction projects as part of a multi-year contract.

■ Various Public Works Projects – City of San Clemente

APA Engineering provided construction observation on several federally funded street rehabilitation projects in the City of San Clemente. Some of the work was performed at night to reduce public disturbance and to minimize traffic impact on construction progress.

■ I-710/Firestone Blvd. Interchange Construction - City of South Gate

APA Engineering as part of a construction management team provided technical support, construction staking, and field review services for construction of I-710/Firestone Blvd. Phase II interchange improvements.

■ Slope Repair and Restoration – Construction Observation – City of La Canada Flintridge

APA Engineering provided construction observation services to the City of La Canada Flintridge for repair and restoration of slopes in several locations within the City which had failed during heavy rains last year.

■ Veterans Park-Community Center – City of Bell

APA Engineering provided construction support services and construction staking for the construction of the Veteran's park community center building in the City of Bell.



■ Vista Del Verde Park and Recreational Facilities – City of Yorba Linda

APA provided design services for Vista Del Verde Park including surveying and mapping, site plan, grading and drainage plan, utility plans, and Water Quality Reports. Also, APA Engineering provided construction administration, technical support and construction observation for the Vista Del Verde Park in the City of Yorba Linda. The work involved grading, concrete facilities, utilities, building, parking lot and entry monument.

■ Bryant Ranch Park and Recreational Facilities – City of Yorba Linda

APA Engineering provided construction administration, technical support and construction observation and material testing for the Bryant Ranch Park in the City of Yorba Linda. The work involved grading, concrete facilities, utilities, building, parking lot and park entry monument.



REFERENCES

The following references are provided for APA Engineering for similar services performed for other governmental organizations:

1. **Mr. Gary Sanui**
Director of Public Works
City of La Mirada
(562) 943-0131
Project:
On-Site and On-Call Engineering Services - Multi Year Contract Since 2003
2. **Mr. Shaun Pelletier, PE**
City Engineer
City of Aliso Viejo
(949) 425-2530
Projects:
Citywide Public Works Improvements and Road Rehabilitation Projects - Multi Year On-Call Contract Since 2003
3. **Mr. Edwin Norris, PE**
Deputy Public Works Director
City of Downey
(562) 904-7117
Projects:
Firestone & Paramount Blvd. Intersection Improvements
Imperial Highway Street Rehabilitation and Median Landscaping
S.S. 567 - Residential Streets Resurfacing Project
Stewart & Gray Street Rehabilitation and Improvements
4. **Mr. Ben Parker, PE**
Principal Engineer
City of San Clemente
(949) 361-6127
Projects:
Avenida Pico and I-5 Interchange Improvement Project
Camino de Estrella and I-5 Interchange Improvement Project
Avenida Vaquero Street Improvement and Rehabilitation Project
2003/2004 On-Call Construction Inspection Services
5. **Mr. Darrell Hartman, PE**
Senior Civil Engineer
City of Irvine
(949) 724-7556
Project:
I-5/Sand Canyon Avenue Interchange Improvement & Street Widening Project
6. **Mr. Elias Saikaly, PE**
Engineering Manager
City of Lynwood
(310) 603-0220 Ext. 287
Projects:
Long Beach Blvd. & State Street Intersection Improvements Project
Long Beach Boulevard Improvements Project
Harris and Lavinia Street Improvements Project
7. **Ms. Stephanie Katsouleas, PE**
Director of Public Works
City of El Segundo
(310) 524-2356
Project:
Maple Avenue Improvements and Pavement Rehabilitation Project



PROJECT UNDERSTANDING

The City of Compton is requesting services of a Construction Inspector to provide Construction Management Services for the 2014 Street Resurfacing Project in the City of Compton. APA Engineering understands this project will require a qualified public works inspector with the experience and knowledge to work in urban and high traffic environment. Based on our understanding of the project, we are proposing several candidates who have a great deal of experience in public works and street rehabilitation projects. These individuals have worked successfully on similar projects for various Cities in Southern California.

The proposed engineer for the project is **Steve Chiu** has over 30 years of experience in the management and design of civil/infrastructure engineering projects for both public and private sector. Mr. Chiu is a hands-on project manager/engineer who has strong technical background and experience in a wide variety of projects. He also has experience in all phases of a project -- from project planning, preparation of PS&E, bid document coordination to construction. He also has strong project management and oversight experience on complex civil engineering projects including street, highway, bridge, flood control facilities, sewer and water distribution systems, site grading and improvements, recreation parks, agency capital improvement and assessment district projects. He has designed, managed and coordinated multi-million dollar projects for government agencies and private industry. He also has good field experience and thorough understanding of the construction aspects of projects. He worked on similar street improvement projects for the Cities of Lynwood and Downey and knows the street improvement issues and challenges well.

The proposed project manager and lead inspector for the project shall be **Steve Forster**. Mr. Forster has over 23 years experience in all forms of municipal public works experience. As a Public Works Director for over 20 years, Mr. Forster has successfully implemented as well as coordinated and completed all aspects of street improvement projects. Mr. Forster understands the importance of delivering successful projects to the public, City Council and City staff. As a former Public Works Director, Mr. Forster's skills and experience ensure that the project will be properly managed with a minimum amount of direction from the City's staff. Mr. Forster has implemented short and long range capital projects for municipal agencies that have included many forms of pavement rehabilitation programs. His technical skills have developed, bid and built pavement rehabilitation projects during that tenure. Mr. Forster's has the ability to identify potential improvements as well as cost savings to the City of Compton before and during construction due to his experience on similar projects. Mr. Forster's customer service skills are an outstanding attribute and he utilizes these skills to keep disruptions and concerns of the public at a minimum. Mr. Forster's ability to communicate with all of the stakeholders and understand the issues makes him the most qualified candidate for this project.

The proposed inspector for the project is **Robert Martinez** has over 35 years of Public Works and Public Administration experience. During his 35 years tenure, He worked for City of Huntington Beach for 30 years, City of Pico Rivera for three years, and Los Angeles County Sanitation District for two years. Robert is very familiar with public works operation standards and understands the system very well. While working at the City, he performed design administration and technical support services, customer service and permits at the City Hall Counter, and Construction Administration and Inspection.

DESCRIPTION OF SERVICES

A licensed engineer and lead project manager will provide the needed oversight of the project from start to finish including all necessary meetings and reports. An experienced Inspector will be provided at the site from the start of construction to the completion of construction and called back as required to confirm punch list correction and completion. Pavement, PCC concrete and slurry seal testing will be coordinated by our staff as directed by the City Project Manager (if requested). Daily and weekly observation reports will be prepared and filed for review with the City Project Manager. A full and complete set of these reports will be provided to the City in the "document transmittal" phase at the close out of the project. Inspector's observation reports will be made available for review and copies will be supplied to the City upon request at anytime during the project.

The Inspector assigned to this project will perform construction inspection and administration monitoring services under the direction of the City designated Project Manager. He will maintain continuous communications with the City Project Manager, field personnel, and the impacted citizens. The inspector will inform the City Project Manager of any potential impacts on the roadway users (motorist, pedestrians, and bicyclists) and adjacent businesses and will provide factual inputs to resolve any related problems.

The typical inspection services will include (some of the tasks may not apply to this project):



PROJECT UNDERSTANDING

1. Provide a combination of full time and part time construction inspection as directed by the City. This will be limited to the number of hours included in the proposed fee;
2. Attend Construction Job-site meetings with City staff, Engineer and Contractor;
3. Utility Company Coordination;
4. Maintain Daily Observation Report which will describe in detail all work accomplished on a daily basis, weather conditions, number of personnel employed at the site by the Construction Contractor, quantities of materials incorporated into the project, construction equipment at the site, deliveries of construction materials, material shortages, tests, labor disputes, general observations, and any unusual occurrences. The report will also outline discussions with the public, Contractor, City staff, and details of instructions or agreements with the Contractor;
5. Perform continuous on-site inspections of all construction work performed under contract to the City, as applicable, including excavation, safety, traffic control, fabrication and erection of concrete forms, placement of concrete street improvement structures such as curb and gutter, sidewalks, drive approaches and ADA ramps, construction of roadway improvements including fine grading preparation of subbase material, placement of aggregate base material and asphalt concrete or other paving material, slurry seal, terminal blend rubber chip seal, traffic loop detectors and other minor associated work;
6. Conduct daily job site inspections to assure that the required equipment, materials, and methods of construction are in compliance with the contract drawings, specifications, and regulatory codes;
7. Ensure that the Construction Contractor's implementation of the projects' Storm Water Pollution Prevention Plan (SWPPP) and/or Best Management Practices (BMP) is in accordance with the plans and specifications. Document and report on SWPPP and/or BMP deficiencies to the City Project Manager;
8. Establish and maintain a submittal log for required submittals of shop drawings, material and equipment testing results and certifications;
9. Ensure that the Construction Contractor complies with all local, state, and federal laws, ordinances, rules, regulations, regulatory/resource agency permits, and orders as provided by the contract;
10. Verify and sign contractor's daily extra work reports documenting force account (time and materials) work;
11. Evaluate Construction operation with respect to quality, progress and schedule;
12. Review Project Site traffic control;
13. Coordinate Contractor's field activities to minimize inconvenience to the roadway users, adjacent businesses and residences;
14. Coordinate activities of Materials Testing Lab and attach copies of the test or work results to daily report;
15. Review construction safety, public safety and convenience and report to City;
16. Interface with the public and address public complaints and/ or concerns;
17. Maintain project records and information for "as-built" plan markups;
18. Review contractor payment requests to verify field quantities and provide City with recommendations;
19. Receive and process contractor's certified payroll for conformance of prevailing wages;
20. Review Contractor's change order request, notify, and provide assistance to the City in the preparation and negotiation of all change orders;
21. Review approved revisions made to the plans and specifications and follow-up on Contractor action;



PROJECT UNDERSTANDING

22. Take construction photos in digital media, capturing all critical activities. These photos will be properly catalogued and submitted to the City as part of the permanent construction record;
23. Conduct pre-final inspection and prepare written Punch List documenting incomplete or corrective work;
24. Measure and compute all final construction quantities for pay items in accordance with the contract specifications. Prepare notice of completion that the work has been completed in accordance with the drawings and specifications and that the final estimates of payment to the Construction Contractor are correct.
25. Assist in preparation of as-built plans as required.

GENERAL CONSTRUCTION ISSUES:

Following is a list of issues, which will need to be addressed during construction of any public works improvement projects.

Maintaining Traffic – Safety is always a key concern during construction. The safety of the traveling public; the contractor's employees; the City staff, and APA's staff is of paramount importance. It is vitally important that the contractor have a good traffic control plan in place to accommodate traffic throughout construction. The APA staff is thoroughly familiar with the Work Area Traffic Control Handbook (WATCH manual) and the California Department of Transportation Traffic Manual. If the contractor's lane closure plans are different from those prepared by APA, then they will be thoroughly reviewed and recommendations will be provided. On-site observations will ensure conformance with approved lane closure plans, special provisions, and safe practices at all times.

Project Compliance – APA will continuously monitor the contractor's operation to ensure that the contractor complies with the project's requirements. Each of these requirements represents an important aspect of the project, which must be addressed in order to ensure compliance. APA personnel are completely familiar with the Construction Manual, Local Programs Manual, Survey Manual, the Manual of Tests (Volumes 1-3), and the Standard Specifications for Public Works Construction (Greenbook).

It is essential that proper documentation be kept to provide a written record of the construction. APA personnel will comply with the documentation procedures established by the City. Daily dairies, adequately describing the accomplishments, will be completed and submitted on daily basis. The diaries will provide advance warning of potential problem area and will document any decision made in the field by the observer.

Claims Avoidance – Claims and change orders can be minimized with advanced knowledge of potential problem areas. This is the best accomplished by a thorough review of the plans and specifications together with the field investigations. Minimizing claims leads to lower cost, fewer schedule delays and fewer problems.

Partnering – APA has utilized partnering workshops to successfully complete numerous projects. Under partnering, all parties agree from the beginning to focus on creative cooperation and to work together to avoid adversarial confrontations. Partnering creates a win-win attitude and fosters a strong teamwork orientation toward problem solving. The goals of partnering are to communicate openly, promote team building, reduce costs to the owner and the contractor, reduce claims and litigation, and resolve problems at the lowest level with the least impact to the public.

APA has successfully implemented partnering through both a formal workshop and on a continuing informal basis. APA is committed to assuring the project is completed in a timely manner and that conflicts are dealt with constructively. Should the City wish, we could arrange a formal partnering workshop facilitated by a consulting firm that we have worked with in the past.

Construction Nuisances – It is extremely important for the construction contractor to be a good neighbor. Construction can have adverse impacts upon the surrounding community by creating nuisances such as dust, noise and trash that affect the area. The Special Provisions will provide detailed recommendations for mitigating such impacts. APA will provide continuous on-site observation to ensure that nuisances such as trash or other construction debris are cleaned up as soon as possible and the Contractor complies with all the City ordinances and special provisions regarding these items.

Project Coordination – The key to the project success will be coordination and communication. APA will actively promote the cooperation of all involved parties through the use of formal and informal methods. APA staff will be



PROJECT UNDERSTANDING

available to participate with public presentations regarding the project as deemed necessary and as directed by the City Engineer.

The project will impact agencies other than the City. APA will coordinate with the affected agencies and utilities to minimize the impact of the construction project.

The project involves a variety of public improvements with multiple crews of the contractor working simultaneously to deliver the project within the time frame established by the City of Compton. APA will monitor and staff the project with the appropriate amount of inspectors and staff on a daily basis to ensure the project is supervised without unnecessary cost to the City.

APA will implement standard quality control procedures as part of our methodology. The key to successful project quality is the assignment of appropriate staff and communication of project expectations, scope and time commitments. We will develop a project specific quality control plan for your review and approval. This plan can be modified to incorporate the City's specific requirements. The plan addresses quality control criteria as well as methodology for documentation, review and specific quality control personnel. At a minimum, we anticipate two quality control reviews, as well as monthly status report to the City's Project Manager. We will maintain close coordination and communication with the City's Project Manager and will keep him/her aware of project completion, budget status and schedule throughout the duration of our assignment.

PROJECT MANAGEMENT PLAN

Project Management services will be provided by APA by proactively monitoring, overseeing and evaluating the activities, milestones and elements of the work structure that are developed for the projects based on the parameters that are established for project delivery by the City.

In order to deliver projects successfully, all possible issues and challenges will be identified and anticipated early on. These issues and challenges will be prioritized in the order of cost and schedule impact and impact to the City in general. For each one of these challenges, several alternative solutions will be explored as Plan A and Plan B for consideration to deal with the challenges of the project as they present themselves during the life of the project.

In addition, from day one, a partnering philosophy will be implemented and conducted as often as necessary to align all the players and concentrate the team's focus on the project and its common goals and benefits.

To function efficiently, a project management plan will be developed outlining applicable policies, procedures, schedule, deliveries, reports, standards, quality control plan, work progress check list, etc. This will enable Project Managers to "plan their work and work their plan."

A system of checking the "planned vs. actual" progress will be developed and evaluated periodically for several key elements of the project which will flag inconsistencies in project schedule, budget, staffing and delivery. This information will be used to ensure that the project is always on track.

By being proactive and involved, errors and misdirection can be eliminated early on, therefore minimizing the need for rework which often burns the budget, delays the project, and generates claims. Otherwise, "do it right the first time" is the best and most effective policy that will be followed to save time and to produce quality products cost effectively.

This project requires an aggressive and fast track management program implementation that can bring about progress ahead of time, under budget, and to the satisfaction of the most demanding public. To ensure consistency, all projects assigned to a particular project manager will be managed from beginning to end by that project manager unless the project is reassigned to an alternate project manager by the City.

APA's Principals and several of its staff have had opportunities to work successfully and effectively on very visible, fast track and multi-million dollar projects requiring total flexibility in working hours, team assignment, and in dealing with very demanding design-build contractors with significant contract liquidated damages.

We think the City of Compton's project management needs are most likely similar in nature to the above projects. It needs people with excessive tolerance and flexibility that are responsible, proactive, organized, structured, and enjoy their job.



PROJECT UNDERSTANDING

APA is committing several individuals with extensive experience in project management, project control, and inspection to assist the City in achieving its short term and long term goals successfully. We would be pleased to be considered for any of the projects that match the City's needs.

Construction Management

APA will provide a seasoned engineer with strong management background to manage any Public Works CIP Projects for the City as an extension of the City staff.

Objectives

Our team is focused on delivering construction management, contract administration, construction engineering and inspection, material quality assurance and post-construction services which meet the following critical objectives:

- Skilled, thorough, and professional management and inspection of construction activities listed in the RFP.
- Regular communications with the City's Project Manager, contractors, subcontractors, and other stakeholders.
- A communications directory will be maintained and up-to-date between our staffs, city departments, state, local, federal regulatory agencies, design consultant, city's project manager, contractors, subcontractors, and other involved parties.
- A "preventive" change order and construction claims mitigation process which anticipates construction issues before they surface as problems.
- A change order resolution process which is objective, fair, consistent and efficient and one that maintains a "partnered" approach to problem resolution.
- Timely resolution of all RFIs and identification of their collateral impacts on construction costs and schedule.
- Sensitivity to surrounding community issues and maintenance of needed exchange of information with the developer and City.
- A computerized document management system which allows for ready access to daily reports, construction agenda and meeting minutes, RFIs, change orders review and negotiation documents, and communication with project stakeholders.
- A fully documented quality assurance program which incorporates all applicable construction quality standards.
- Strict adherence to job site safety standards, including safety awareness discussions in all weekly construction meetings, reviewing and monitoring contractor's safety program for compliance with Cal/OSHA, and preparing accident reports.

Our approach is further illustrated in the following paragraphs.

Approach

1. Pre-construction conference

Project Manager will lead the preconstruction conference involving the contractor, City staff, design engineer, and other stakeholders to discuss construction schedule, sequencing, construction safety issues and regular communication and coordination topics. At the meetings, our construction manager will provide the contractor with construction management plan and discuss the role, interaction and communication protocol between the construction contractors, the construction manager, the design consultants, the program manager, the City staff, and residents/property owners/business owners

An agenda will be distributed to all participants in advance of this conference. The conference will address dispute resolution process, and transmittal, cataloguing and monitoring of RFIs and project submittals, including requests for substitution. In support of the city staff and the design engineer, he will answer any questions by the contractor regarding construction documents, inspection procedures, and job coordination requirements. PM will also distribute, and seek input on, a proposed standard agenda for weekly construction meetings.

2. Project kick-off meeting

This meeting is intended to introduce the project team with the City staff and to address any questions dealing with scheduling, monitoring, progress payment reviews, change order mitigation process, and other topics of importance to the City. At City's request, PM will submit our detailed construction inspection and jobsite safety plan covering the following elements:



PROJECT UNDERSTANDING

- Identification and role of project staff
- Site safety procedures
- Standard agenda for weekly construction meetings and monthly progress review meetings
- Standard template for daily field notes
- RFI transmittal and review process
- Submittals and substitutions review process
- Dispute resolution process
- Routine coordination and communication requirements
- Earned value reporting and contractor progress payment review process

3. Weekly construction meetings

PM will hold weekly construction meetings with contractor to discuss various project activities, job safety issues, construction progress and construction issues. In each of these meetings construction schedule will be reviewed to chart the progress made to date and to discuss activities for the following week. PM will prepare minutes of each meeting for distribution to the contractor and the City.

4. Monthly progress meetings

Project Manager will attend these monthly meetings with the City staff. The purpose of these meetings is to report to the City on-going construction issues including job safety, schedule, project completion, contractor payments requests and potential change orders. Our experience has shown that these meetings are more productive when held immediately following the contractor's monthly payment requests. One of the most critical elements meetings will be the discussion of contractor's earned value vs. project schedule. Any topics of importance to other stake holders would be brought up in these meetings. Minutes of the monthly meetings will be prepared and submitted to the City within 72 hours of each meeting.

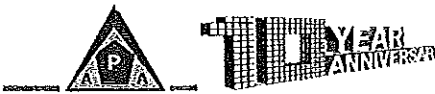
5. Progress payments

On a monthly basis we will review contractor earned value report and progress payment request. We will recommend to the city an appropriate payment based on our assessment of progress to date. Any disagreement between contractor's claims of job progress vs. our assessment will be highlighted and resolved in a timely basis.

6. Project management and inspection

APA Engineering will provide construction management and inspection staff, as noted earlier, for the following activities for the duration of various projects as specified in the RFP.

- Day to day construction management, field inspection, and necessary material testing of all construction activities through the project duration
- Review and enforce permit requirements and environmental compliance
- Point of contact to address and resolve all project concerns and requests by residents, property owners, businesses, others, and City
- Preparation and submittal of weekly and monthly reports
- Construction completion and contractor payment request reviews
- Review of project submittals and substitution requests
- Review and preparation of potential change orders
- Provide project's constructability review
- Meetings with the city related to construction inspection and management activities
- Coordination with other project participants
- Preparation of record drawings
- Monitoring of contractors safety and traffic control plans
- Monitoring and certification testing, disinfection tie-ins and start ups
- Provide closeout services, as identified in the city's RFP
- Maintain daily reports regarding construction activity
- Preparation and submittal of weekly and monthly reports
- Construction completion and contractor payment request reviews
- Make final inspections and prepare punch list
- Verify required certificates of compliance, O&M manuals and as-built drawings have been delivered
- Review of project submittals and substitution requests
- Process final progress payment, file Notice of Completion, and prepare final report



7. Construction photos

PM will be responsible for taking construction photos in digital media, capturing all critical activities. These photos will be properly catalogued and submitted to the city as part of the permanent construction record.

8. Contract Record Drawings and Final Report

Based on marked up drawings, capturing all construction related changes by the contractor, PM will deliver to the City one complete set of Mylar prints depicting as-built conditions. The markups will be kept current as the project proceeds. We will prepare and submit to the City a final report which will summarize and discuss the performance of the contractor, contract changes including final cost and schedule revisions, and final resolution of significant contract issues.

9. Document Control System

Construction Manager will keep one record copy of all plans, drawings, specifications, and other contract documents for the project including addenda, change orders, submittals, shop drawings, transmittals, technical manuals, and reports on site at all times during the progress of the project. We will make records available to the program manager, design engineer, and city personnel within 48 hours if requested.

10. Change Order Management

Change orders are a part of every construction project. However, a quality construction inspection process, led by a seasoned construction manager, can mitigate the collateral impacts of change orders and eliminate any construction claims.

Our experience tells us that timely issue resolution prevents small construction issues from morphing into bigger problems. Figure 1 demonstrates this reality in terms of issue resolution costs over various project phases. Our approach to this process is preventive. It is based on anticipation of construction issues before they become bigger problems. We do that through continuous charting of construction activities *before* initiation of these activities; thus staying several steps ahead of the contractor.

We also focus heavily on dealing with charge orders with a sense of urgency, because a delayed response can morph small change orders into big ones, with potentially bigger claims. In that context, we will be tracking project construction schedule diligently so any appropriate time extension requests by the contractor are dealt with in a timely manner. It is our experience that a predominant number of construction claims result directly from tardiness or inaction in addressing contractors' claims for time extension.

For each change order, we will prepare our own independent construction cost estimate for comparison with the contractor's estimate. These estimates will then become the basis of change order negotiations. Any disagreement on change order pricing will be resolved before we submit our recommendation to the City.

Figure 1 show our approach for the change order review process graphically.

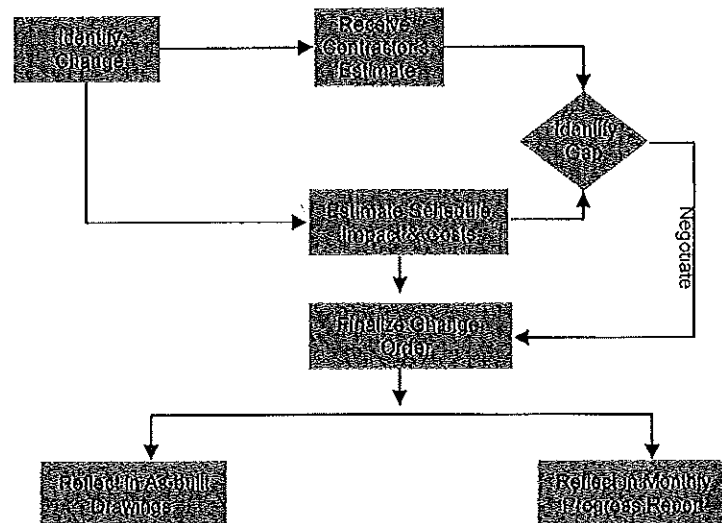


Figure 1. Our Change Order Review Process keeps you in full



SCOPE OF WORK

Specific Activities include the following three Phases of Construction:

Phase I - Pre-Construction Activities -

Prior to the pre-construction meeting, APA Inspector will collect and review any available background information necessary and available from the City regarding the project. APA Inspector will collect and review all information and standards necessary from other agencies that also have a stake in, or jurisdiction over, the project.

APA Inspector will review the Contractor's pre-construction submittals and will provide feedback, corrections, and comments as necessary. The Inspector will attend all pre-construction meetings with City staff as necessary and will provide a copy of the meeting attendance list and meeting minutes to all attendees within two days after the meeting.

Phase II - Construction Oversight-

APA Inspector is very familiar with the following construction related issues and when necessary, will make recommendations for resolution and/or mitigation of any potential issues related to the following areas:

- Utility agency issues and potential facility conflicts;
- Potential traffic issues;
- Scheduling concerns;
- Permit issues;
- Other Agency;
- Public Works Department;
- Planning/Building Safety Department, if applicable;
- Clarification issues for the construction plans;
- Potential staging area locations;
- Allowable construction days and times;
- City staff working days;
- Locations of nearby businesses, residents, public meeting or health areas and construction impacts to them;
- Public concerns.

Inspection duties during construction will include, but are not limited to the following activities-

- Providing daily reports of construction activities associated with the project. The Inspector will submit the Daily Report forms which record site related activities and observations to City staff for review and approval;
- Measuring and providing all as-built measurements for unit price bid items;
- Performing and providing quality assurance;
- Ensuring that Dig Alert is notified and that necessary potholing has occurred before excavation. Potholing results shall be documented by contractor and Inspector shall discuss the results with City staff;
- Coordinating compaction testing with Contractor. The Inspector shall coordinate soil sampling and other compaction testing preparatory activities as needed;
- Providing compaction results for the trenching and ensuring that trenches are properly compacted to required 95% compaction;
- Providing a review of reports and tests performed by the construction contractor and materials testing consultant;
- Providing a certification that the work has been inspected and is in compliance with the construction contract requirements;
- Providing written recommendations regarding proposed changes in contract and specifications;
- Coordinating with the Contractor and City Staff as necessary on Requests for Information and Change Order issues. The Inspector shall review the Contractor's construction submittals, including Requests for Information, Change Order requests, and invoices, and provide feedback, corrections, comments, or recommendations to City staff regarding them;
- Ensuring that Contractor is coordinating with utility agencies prior to and during construction;
- Recording the progress of the work with notes and/or photographs as necessary;
- Ensuring that Contractor is documenting necessary items for As-Built plans during the construction;
- Ensuring public safety during the course of construction;
- Notifying City staff of problems or issues arising during construction;
- Tracking the days worked and the days not worked on the project and, if the latter, the reasons why work did not occur;



- Helping City staffs assess the validity of requests for any extra working days that may be requested by the Contractor;
- Tracking punch list items and informing the contractor as the job progresses;
- Coordinating meeting schedules with City staff work schedules;
- Recording any continued non-compliance with approved construction standards by the Contractor once they have been informed of the corrections;
- Reviewing the Contractor's daily traffic control and ensure compliance with the WATCH Manual and MUTCD. The Consultant shall attend all construction progress meetings and provide a copy of the meeting attendance list and meeting minutes to all attendees after the meeting.

Material Testing and Lab Results-

Inspection and material testing services during the construction will be coordinated by APA Engineering to ensure compliance by the Contractor with the project specifications, submittals, and City guidelines. APA Engineering staff shall provide observation of the backfilling of the excavations, and observation of compaction testing of subgrade, aggregate base (AB), and AC by the testing service. The testing lab will perform all pertinent testing on materials in the laboratory for the verification for the required compaction level. Inspection and testing of curb-and-gutters, sidewalks, ADA ramps, driveway approaches, and wherever else PCC is poured for the street improvements. These tasks will require the performance of slump testing in the field, as well as collection of concrete cylinders and testing in the laboratory to verify the project's specifications for the required 7-day, 14-day, and 28-day concrete strengths. Testing by the City's testing service may include but not limited to the following:

1. **Evaluation of excavation-** APA/GEI's Engineering Technician will inspect and evaluate the excavation of trenches to ensure that the excavations have exposed competent material at the bottoms. If excavations result in exposure of saturated, incompetent material at the bottom, proper remediation measures will be recommended. The sides of the excavation will be inspected for any seeping water. The nearby structures will be closely observed to ensure that there are no adverse impacts from deep excavations.
2. **Evaluation of material to be used as bedding-** Soils used for bedding will be inspected and tested prior to the backfilling of trenches. GEI's Caltrans Certified Technician will collect samples of the proposed bedding material and deliver them to the materials laboratory. Appropriate testing will be performed to verify that the bedding is sand, gravel crushed aggregate, or free-draining granular material having a sand equivalent (SE) of 30 or more. GEI's Caltrans Certified Technician will verify that the bedding is placed on a firm and unyielding subgrade so that the pipe is supported for the full length of the barrel. GEI's Caltrans Certified Technician will ensure that the bedding is placed uniformly on each side of the pipe and compacted to at least 90 percent relative compaction in accordance with American Society for Testing and Materials (ASTM) D1557-07. The Contractor will be monitored to ensure that the bedding placement conforms to the Green Book.
3. **Evaluation of earth material to be used as fill-** APA/GEI's Engineering Technician will collect samples of the proposed fill material and deliver them to the materials laboratory. Appropriate testing will be performed to determine the appropriate placement method of the fill material and if the fill material meets project specifications.
4. **Evaluation of compaction procedures-** APA/GEI's Engineering Technician will evaluate the compaction procedure for the backfill of trench excavations to ensure that the project specifications have been followed (appropriate thickness of lift, proper compaction method, etc.). Similar evaluations will be performed for the subgrade and AB for the street pavement sections.
5. **Testing of compaction, moisture content, etc. -** APA/GEI's Engineering Technician will conduct compaction testing by Sand Cone Test Method (ASTM D1556) and/or Nuclear Method (ASTM D 2922-01) to determine the relative compaction of the fill material. At least one (1) compaction test will be conducted every 100 lineal feet of trench and at 6-inch to 8-inch average intervals in backfill. Sufficient testing will be performed within the subgrade of the pavement section, as well as in the AB to verify compliance related to the relative compaction requirements contained in the project specifications. The density of the AC (as well as the temperature) will be checked at the time of its placement during the construction of pavement sections.
6. **Concrete testing and inspection-** APA/GEI's Engineering Technician will inspect the pouring of PCC on forms (types, size, quality, and strength) to ensure construction is according to design. The inspector will observe surfaces where the concrete is to be placed, the design mix, the hauling time from the batch plant to the job site, the



SCOPE OF WORK

segregation or loss of ingredients, the equipment used in conveying and depositing concrete, the slump, the temperature, and all other properties of concrete per City standards. Concrete samples will be collected and tested for 7-day, 14-day, and 28-day compressive strengths. One (1) cylinder will be held on reserve if requested.

7. **Inspection of footing excavations-** APA/GEI's Engineering Technician will inspect the bottom of the footing excavations to ensure that competent material has been exposed for the placement of reinforcement and concrete. This task includes the inspection and observation of the subgrade material to be used for the footings, slabs, grade beams, etc.
8. **Asphalt testing and inspection-** APA/GEI's Engineering Technician will inspect the placement of AC for the pavement to ensure that construction is proceeding according to design. The inspector will observe surfaces where AC is to be placed, the design mix, the hauling time from the batch plant to the job site, the segregation or loss of ingredients, the equipment used in conveying and depositing, the lay-down operation, field-density, and all other properties of AC per City standards and specifications. APA/GEI will obtain representative wet samples for laboratory analysis.

During the progress of our work, our technician will prepare daily field observation reports and progress pictures. A copy of these reports will be submitted to the City on a daily basis. The reports will include written summaries of the days' activities, summaries of all field-testing performed, and listings of outstanding failing tests that have not been reworked/retested. In addition, the locations of all field-density testing taken during the project will be plotted on a set of plans that is maintained by technicians. The Contractor will be asked not to place any backfill material that does not meet project specifications.

The testing time and the associated fees can be minimized by proficient and timely work by the Contractor and by coordination among the Project Superintendent, the City, and APA/GEI engineers and technicians. When a larger number of tests are scheduled at a time, greater efficiency can be achieved, resulting in lower overall fees. However, APA/GEI's testing and inspection duration is totally dependent on the progress of work by the Contractor.

9. **Laboratory Testing-** The following testing will be conducted in the materials laboratory to determine the engineering characteristics of the subgrade soils, AB, AC, and PCC:
 - **Modified Proctor Testing to Determine Maximum Dry Density/Optimum Moisture Content-**
 - i. Max. Density/Opt. Moisture – ASTM D1557 (Methods A & B)
 - ii. Max. Density/Opt. Moisture – ASTM D1557 (Method C)
 - **Soil Classification-**
 - i. Grain Size Analysis – ASTM D422
 - ii. Atterberg Limits (LL&PL) – ASTM D4318-D84 or CT204
 - iii. Sand Equivalent – CT217 or ASTM D2419
 - **Asphalt Testing-**
 - i. Test Maximum Density – CT304 (Set of 5 Specimens)
 - **Concrete Testing-**
 - i. Compression Test (6" x 12" incl. Hold) per Cylinder – ASTM C39

Phase III - Post-Construction Activities- APA Inspector will attend post-construction meetings, if requested by City staff, and provide a copy of the meeting attendance list and meeting minutes to all attendees after the meeting. APA Inspector will provide a comprehensive punch list to both the Contractor and City staff for the project and coordinate and oversee the completion of those punch list items including meetings with the Contractor if necessary. APA Inspector will conduct a final inspection and notify the City formally that all work is complete. APA Inspector will compile all project inspection documentation into one package for delivery to the City.

Additional General Requirements- APA Inspector will request and review necessary traffic control plans from the Contractor and will provide input as to changes needed. Traffic control plans will be reviewed for compliance with the most recent editions of the Work Area Traffic Control Handbook (WATCH manual) and the Manual for Uniform Traffic Control Devices (MUTCD).

Construction Management Services for the 2014 Street
Resurfacing Project, CIP# 14-01
Prepared for the City of Compton

PREPARED BY: APA Engineering, Inc.
Thu 8/7/14

ID	Task Name	Duration	Start	Finish	September	October	November	December
					B M T W T F S	B M T W T F S	B M T W T F S	B M T W T F S
1	Notice To Proceed	1 day	Wed 9/3/14	Wed 9/3/14	9/3			
2	PreConstruction Meeting	1 day	Mon 9/8/14	Mon 9/8/14	9/8			
3	Public Notices due to C/E	2 days	Tue 9/9/14	Wed 9/10/14				
4	Mobilization	4 days	Mon 9/15/14	Thu 9/18/14	9/18			
5	First 48 hour notices	15 days	Mon 9/15/14	Fri 10/3/14		10/3		
6	Weed abatement	15 days	Tue 9/16/14	Mon 10/6/14		10/6		
7	Crack Sealing	31 days	Mon 9/22/14	Mon 11/3/14			11/3	
8	Crub Ramps	34 days	Fri 9/19/14	Wed 11/5/14			11/5	
9	Sidewalks & Driveways	48 days?	Fri 9/19/14	Tue 11/25/14			11/25	
10	Curb & Gutter	34 days	Fri 9/19/14	Wed 11/5/14			11/5	
11	A/C Placement and R & R	34 days	Fri 9/19/14	Wed 11/5/14			11/5	
12	Cape Seal Application	21 days	Thu 11/6/14	Thu 12/4/14			12/4	
13	Slurry Seal Application	20 days	Mon 11/24/14	Fri 12/19/14			12/19	
14	Utility Adjustments	12 days	Mon 12/8/14	Tue 12/23/14			12/23	
15	Punch List	2 days	Wed 12/24/14	Thu 12/25/14			12/25	

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF APA ENGINEERING, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE 2014 STREET RESURFACING PROJECT (CIP# 14-01) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT

<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.

WARRANTS APPROVED BY COUNCIL

<u>Warrant #</u>	<u>Date</u>	<u>Name</u>	<u>Services Provided</u>	<u>Amount</u>	<u>Amount Paid Year to Date</u>
222638	7/24/14	1 st PMF Bancorp	Emergency transportation and basic life Support	\$69,402.30	\$567,041.65 (FY 13/14)

Requested by Fire Department

I hereby certify that the above demand in the amount of \$69,402.30 was approved at a regular meeting of the City Council and reject
_____ as of September 2, 2014.

Council Member

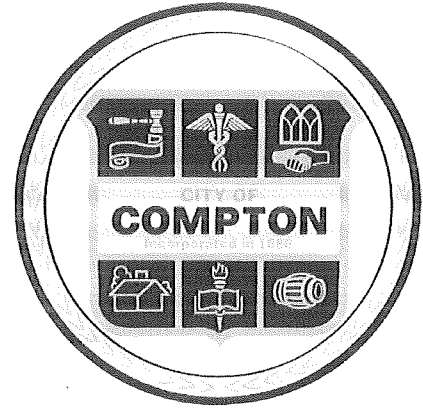
Council Member

City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on September 2, 2014 allowed the above demand.

Alita Godwin
City Clerk

July 30, 2014



TO: STEPHEN AJOBIEWE
CITY CONTROLLER

FROM: G. HAROLD DUFFEY
CITY MANAGER

SUBJECT: PAYMENT FOR – 1st PMF Bancorp

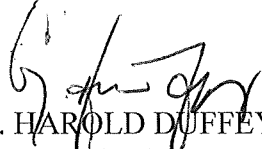
1st PMF Bancorp is a City of Compton vendor that provides emergency transportation services for the Fire Department. The vendor is requesting that we provide them with a payment in the amount of \$69,402.30 to avoid interruption of services.

Pursuant to City of Compton Standard Operating Manual Policy 4.5, Section D and City of Compton City Charter Section 1409, this payment is being authorized by the City Manager to continue vital services to City of Compton.

Also, a \$25,000 spending cap was authorized by the City Council on May 21, 2013, **Resolution No. 23,759, Section 5** "That when faced with an emergency situation, the City Manager may authorize a purchase order of up to \$75,000, without first having City Council adoption by resolution, if the purchase order is of urgent necessity for the preservation of life, health or property. The maximum amount of an emergency purchase order may be increased by \$100,000 with the concurrence of the City Attorney. At the next available opportunity, the emergency purchase order will go through the normal approval process for purchase orders".

This information will be submitted for Council approval on the next available meeting, held on September 2, 2014.

If you have any questions, contact my office at (310) 605-5585.


G. HAROLD DUFFEY
CITY MANAGER

CITY OF COMPTON
COMPTON, CALIFORNIA 90220
 REMITTANCE ADVICE

THIS CHECK IS TENDERED IN FULL
 PAYMENT OF ITEMS LISTED BELOW

10007496

1ST PMF BANCORP

222638

DETACH BEFORE DEPOSITING

P.O. NUMBER	REFERENCE NO.	REFERENCE DATE	DISCOUNT AMOUNT	NET AMOUNT	PAGE
E00092	028118	06/12/14	0.00	23,884.61	
E00092	028173	06/26/14	0.00	21,256.67	
E00092	028174	06/26/14	0.00	1,758.78	
E00092	028213	07/10/14	0.00	22,502.24	

TOTAL 69,402.30

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

BANK OF AMERICA
 COMPTON OFFICE #678
 (310) 539-1160



CITY OF COMPTON
COMPTON, CALIFORNIA 90220

Check No. 222638

904284
 1222

GENERAL WARRANT

CHECK NO.
 222638

DATE
 07/24/14

AMOUNT
 \$***69,402.30

PAY SIXTY NINE Thousand FOUR Hundred TWO Dollars and THIRTY Cents

TO 1ST PMF BANCORP
 THE P O BOX 1488
 ORDER OF CULVER CITY, CA 90232

CITY CONTROLLER

CITY TREASURER

Void after 60 days



222638 121100782 679020990

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

CITY OF COMPTON
COMPTON, CALIFORNIA 90220
 REMITTANCE ADVICE

THIS CHECK IS TENDERED IN FULL
 PAYMENT OF ITEMS LISTED BELOW

10007496
 1ST PMF BANCORP

222638

DETACH BEFORE DEPOSITING

P.O. NUMBER	REFERENCE NO.	REFERENCE DATE	DISCOUNT AMOUNT	NET AMOUNT	PAGE
E00092	028118	06/12/14	0.00	23,884.61	
E00092	028173	06/26/14	0.00	21,256.67	
E00092	028174	06/26/14	0.00	1,758.78	
E00092	028213	07/10/14	0.00	22,502.24	

TOTAL 69,402.30

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


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



CITY OF COMPTON
COMPTON, CALIFORNIA 90220

Check No. 222638

904284
 1222

DOUGLAS SANDERS
 CITY TREASURER
 CITY OF COMPTON

GENERAL WARRANT

CHECK NO.	DATE
222638	07/24/14

AMOUNT
\$***69,402.30

PAY SIXTY NINE Thousand FOUR Hundred TWO Dollars and THIRTY Cents

TO THE ORDER OF 1ST PMF BANCORP
 P O BOX 1488
 CULVER CITY, CA 90232


 CITY CONTROLLER

CITY TREASURER

Void after 60 days



222638 121100782 679020990

THE FACE OF THIS CHECK HAS A BLUE BACKGROUND - ANY OTHER COLORS MAY BE EVIDENT

MICAL ALTERATION OR ERASURE - SEE REVERSE SIDE FOR MORE SAFETY FEATURES.

PM FACTORS
PO BOX 1488
CULVER CITY, CA 90232

S01010
CITY OF COMPTON
201 S. ACACIA AVE.
COMPTON, CA 90220-

P:310/605-5670 F:310/632-8414

PAID BY	<i>Ad</i>
NO. 10007496	
NO. # E00092	
NO. # 100150004103	
DATE	

QUESTIONS?
Call Us at 1-858-230-8920

Invoice 028213 Date 07-10-2014

For the Pay Period Ending 07-04-2014
Batch S01010-201418

GROSS WAGES 15,491.52
SOCIAL SECURITY & MEDICARE 1,184.43
FEDERAL UNEMPLOYMENT 232.25
STATE UNEMPLOYMENT 959.94
OTHER STATE TAXES 15.48
WORKERS COMPENSATION 2,246.25
HEALTH BENEFITS 692.30
MED ADJUSTMENT -692.30
ADMINISTRATIVE FEE 1,661.54
DELIVERY 18.53

SUB-TOTAL 22,502.24

TOTAL INVOICE 22,502.24

REMIT PAYMENT TO PM FACTORS
PO BOX 1488, CULVER CITY, CA 90232

Open/Past Due Invoice List as of Invoice Date

Invoice	InvDate	Balance	DaysOpen
028118	06/12/2014	23884.61	28
028173	06/26/2014	21256.67	14
028174	06/26/2014	1758.78	14
028213	07/10/2014	22502.24	0
Total Items		69402.30	

PM FACTORS
PO BOX 1488
CULVER CITY, CA 90232

S01010
CITY OF COMPTON
201 S. ACACIA AVE.
COMPTON, CA 90220-

P:310/605-5670

F:310/632-8411

V#	10007445
PO #	E00092
WC #	1001630004123
WC #	

QUESTIONS?
Call Us at 1-858-230-8920

Invoice 028174

Date 06-26-2014

For the Pay Period Ending 06-22-2014
Batch S01010-201417

GROSS WAGES	1,353.44
SOCIAL SECURITY & MEDICARE	103.53
FEDERAL UNEMPLOYMENT	20.30
STATE UNEMPLOYMENT	83.91
OTHER STATE TAXES	1.35
WORKERS COMPENSATION	196.25

SUB-TOTAL 1,758.78

TOTAL INVOICE 1,758.78

REMIT PAYMENT TO PM FACTORS
PO BOX 1488, CULVER CITY, CA 90232

Open/Past Due Invoice list as of Invoice Date

Invoice	InvDate	Balance	DaysOpen
028118	06/12/2014	23884.61	14
028173	06/26/2014	21256.67	0
028174	06/26/2014	1758.78	0
Total Items		46900.06	

PM FACTORS
PO BOX 1488
CULVER CITY, CA 90232

S01010
CITY OF COMPTON
201 S. ACACIA AVE.
COMPTON, CA 90220-

P:310/605-5670 F:310/632-8414

10007496
100092
100169000403

QUESTIONS?
Call Us at 1-858-230-8920

Invoice 028173 Date 06-26-2014

For the Pay Period Ending 06-20-2014
Batch S01010-201416

GROSS WAGES	14,532.48
SOCIAL SECURITY & MEDICARE	1,111.40
FEDERAL UNEMPLOYMENT	217.93
STATE UNEMPLOYMENT	900.75
OTHER STATE TAXES	14.53
WORKERS COMPENSATION	2,107.21
HEALTH BENEFITS	692.30
ADMINISTRATIVE FEE	1,661.54
DELIVERY	18.53

SUB-TOTAL 21,256.67

TOTAL INVOICE 21,256.67

REMIT PAYMENT TO PM FACTORS
PO BOX 1488, CULVER CITY, CA 90232

OK to pay g.j.

Open/Past Due Invoice List as of Invoice Date

Invoice	InvDate	Balance	DaysOpen
028118	06/12/2014	23884.61	14
028173	06/26/2014	21256.67	0
028174	06/26/2014	1758.78	0
Total Items		46900.06	

PM FACTORS
PO BOX 1488
CULVER CITY, CA 90232

Invoice 028118

Date 06-12-2014

For the Pay Period Ending 06-06-2014
Batch S01010-201415

10007496
100092
1001690004102
1001690004294

4482.8
19403.3

S01010
CITY OF COMPTON
201 S. ACACIA AVE.
COMPTON, CA 90220

P:310/605-5670 F:310/632-8414

Handwritten signature

QUESTIONS?
Call Us at 1-858-230-8920

GROSS WAGES	16,050.16
SOCIAL SECURITY & MEDICARE	1,227.52
FEDERAL UNEMPLOYMENT	288.83
STATE UNEMPLOYMENT	994.85
OTHER STATE TAXES	16.06
WORKERS COMPENSATION	2,327.27
HEALTH BENEFITS	969.22
ADMINISTRATIVE FEE	1,661.54
DELIVERY	18.53
Other: LATE FEE	330.63

Late payment for invoice#27992 330.63
SUB-TOTAL 23,884.61

TOTAL INVOICE 23,884.61

REMIT PAYMENT TO PM FACTORS
PO BOX 1488, CULVER CITY, CA 90232

Open/Past Due Invoice List as of Invoice Date

Invoice	InDate	Balance	DaysOpen
027992	05/01/2014	22042.17	42
028036	05/15/2014	20401.68	28
028078	05/29/2014	20637.98	14
028118	06/12/2014	23884.61	0
Total Items		86966.44	

