

February 4, 2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

**SUBJECT: A REQUEST TO SCHEDULE A JOINT PUBLIC HEARING –
HOUSING AUTHORITY 2025 PHA ANNUAL PLAN AND 2025-
2029 ADMINISTRATIVE PLAN**

SUMMARY

Staff is requesting a Joint Public hearing between the City Council and the Urban Community Development Commission for Tuesday, April 1, 2025 at 5:45 p.m.

DISCUSSION

The United States Department of Housing and Urban Development (HUD) requires all Public Housing Agency (PHA) to develop and implement an Annual Plan. The Annual Plan provides details about the PHA's immediate operations, programs and services and notifies HUD of changes that were not included in the Five-Year Plan. Likewise, HUD requires PHAs to update their Five-Year Administrative Plan every five years. Staff is currently updating the Five-Year Administrative Plan also.

The information that the PHA must submit to HUD under both, are the discretionary policies of the various plan components or elements (i.e., programs, operations, and strategies for meeting local housing needs and goals) and not the statutory or regulatory requirements that govern these components.

RECOMMENDATION

Staff respectfully requests a joint public hearing be scheduled for Tuesday, April 1, 2025, at 5:45 p.m. in the Council Chambers located at 205 South Willowbrook Avenue, Compton, California 90220.

**CECIL FLOURNOY, EXECUTIVE DIRECTOR
COMPTON HOUSING AUTHORITY
COMMUNITY DEVELOPMENT DEPARTMENT**

APPROVED FOR FORWARDING:

**WILLIE HOPKINS JR.
CITY MANAGER**

February 4, 2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: PUBLIC WORKS STREET MAINTENANCE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH PURCHASE ORDERS TO ONE OR MORE VENDORS (JANKOVICH, SC FUELS AND WOOD OIL) FOR THE PURCHASE OF GASOLINE FOR THE CITY'S FLEET IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000)

SUMMARY

The adoption of this resolution will authorize the City Manager to establish purchase orders to one or more vendors (Jankovich, SC Fuels and Wood Oil) for the purchase of gasoline for the City's fleet in an amount not to exceed Two Hundred Thousand Dollars (\$200,000).

BACKGROUND

The Fleet Operations Division is responsible for the management and leadership of the mechanics shop and other field personnel. The Fleet Maintenance Division works with departments to meet vehicle and equipment readiness requirements and performs maintenance/repairs of vehicles and equipment used by City personnel.

The Fleet Operations - Fuel Division is responsible for the acquisition of unleaded and diesel fuel for citywide use. The Fuel Division manages delivery of fuel to city sites and conducts daily fuel site inspections to meet local, state and federal reporting requirements and repairs, monitors and maintains fuel sites.

The price and availability of fuel has been unpredictable during previous fiscal years and has caused the Public Works Department to request the ability to purchase from multiple fuel vendors during the fiscal year. The Public Works Department is requesting the authority to obtain the lowest fuel prices per gallon from three (3) fuel providers: Jankovich, SC Fuels and Wood Oil who all provide fuel service to commercial and local government fueling stations.

STATEMENT OF THE ISSUE

The Public Works Street Maintenance Department (Department) is responsible for providing regular and diesel fuel for the City's fleet of vehicles and equipment. The Department is requesting the ability to purchase fuel for Fiscal Year 2024-2025 in an amount not to exceed Two Hundred Thousand Dollars (\$200,000).

The funding will be allocated to one or more of the following vendors:

- Jankovich
- SC Fuels
- Wood Oil

Staff solicited the following fuel quotes:

Company Name	Red Diesel Fuel - Cents per 7600 gallons (Margin over OPIS Daily Average)	87 Regular Fuel - Cents per 7600 gallons (Margin over OPIS Daily Average)
Jankovich	0.0716	0.0700
SC Fuels	0.02	0.06
Wood Oil	0.18	0.18

***OPIS** (Oil Price Information Service) is a company providing pricing and news information for petroleum pricing, news and analysis for gasoline, diesel, ethanol, biodiesel, LP-gas, jet fuel, crude, natural gas, etc. (OPIS is the only provider of U.S. spot, rack and retail prices for petroleum supplier information).*

FISCAL IMPACT

Funding in the amount of Two Hundred Thousand Dollars (\$200,000) is available in the Department's Fiscal Year 2024-2025 Budget in Account No. 6000-720-000-4228.

ALTERNATIVE

No other alternative is being proposed.

RECOMMENDATION

Staff recommends that the City Council approves the attached Resolution.

DAMION TIMMONS
STREET SUPERINTENDENT

APPROVED FOR FORWARDING:

WILLIE A HOPKINS, JR.
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ESTABLISH PURCHASE ORDERS
TO ONE OR MORE VENDORS (JANKOVICH, SC FUELS AND WOOD OIL)
FOR THE PURCHASE OF GASOLINE FOR THE CITY’S FLEET IN AN
AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS
(\$200,000)**

WHEREAS, this resolution will authorize the City Manager to establish purchase orders to one or more vendors (Jankovich, SC Fuels and Wood Oil) for the purchase of regular and diesel fuel for the City’s fleet in an amount not to exceed Two Hundred Thousand Dollars (\$200,000); and

WHEREAS, the Public Works Street Maintenance Department (Department) – Fleet Operations Division is responsible for the acquisition of fuel for citywide use; and

WHEREAS, the Division manages delivery of fuel to city sites and conducts daily fuel site inspections to meet local, state and federal reporting requirements and repairs, monitors and maintains fuel sites; and

WHEREAS, the price and availability of fuel has been unpredictable during the previous fiscal years which has caused the Department to request the ability to purchase from multiple fuel vendors; and

WHEREAS, the Department is requesting the authority to obtain the lowest fuel costs from three (3) fuel providers: Jankovich, SC Fuels and Wood Oil; and

WHEREAS, staff solicited the following fuel quotes from providers:

Company Name	Red Diesel Fuel - Cents per 7600 gallons (Margin over OPIS Daily Average)	87 Regular Fuel - Cents per 7600 gallons (Margin over OPIS Daily Average)
Jankovich	0.0716	0.0700
SC Fuels	0.02	0.06
Wood Oil	0.18	0.18

WHEREAS, funding for this expenditure is available in the Department’s Fiscal Year 2024-2025 Budget in Account No. 6000-720-000-4228.

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

SECTION 1. That the City Manager is hereby authorized to establish purchase orders to one or more fuel vendors (Jankovich, SC Fuels and Wood Oil) to purchase regular and diesel fuel for the City’s fleet in an amount not to exceed Two Hundred Thousand Dollars (\$200,000).

SECTION 2. That funding for this expenditure is available in the Department’s Fiscal Year 2024-2025 Budget in Account No. 6000-720-000-4228.

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

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

ADOPTED this _____ day of _____, 2025.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2025.

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

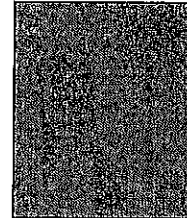


The Jankovich Company

Fuel Proposal

Date: May 5, 2023

Customer Name: City of Compton
 Contact Name: _____
 Address: 458 S. Alameda St., Compton CA 90220
 Ship To: See Below
 Phone: 310-645-6272
 Cell: (909) 731-7502
 Email: lmccombs@comptoncity.org



Product
 Gallons
 Margin over LA Opis Daily Av.

Fire Dept.
 1133 W. Rosecrans Ave.
 Compton CA 90222

Red DF
3000
\$0.0900

Public Works
 458 S. Alameda St.
 Compton CA 90220

Red DF
7600
\$0.0716

Public Works
 458 S. Alameda St.
 Compton CA 90220

87 REG
7600
\$0.0700

****The Jankovich Company does not charge a Regulatory Compliance Fee****

The Jankovich Company / 14066 Garfield Ave. / Paramount, CA 90723 / (800) 650-0200
 / Fax (562) 531-2638



P.O. Box 4159
1800 West Katella Ave. Suite 400
Orange, CA 92863-4159
(888) SCFUELS (723-8357)
www.scfuels.com

5/17/2023

SC Fuels formula price quote with CAR

UNL LA OPIS Same Day Average with CAR minus <\$0.06> delivered (8800 gallons)

RED LA OPIS Same Day Average with CAR plus \$0.02 delivered (7600 gallons)

Thank you.



1532 W. 132ND Street • Gardena, CA 90249 • (323) 321-3864 (24 hours)
10) 324-5138 • Fax: (310) 769-0629 • woodoil@woodoilcompany.com • woodoilcompany.com

PRICE QUOTE

May 19, 2023

Fuel Quote:

<u>Gallons</u>	<u>Product</u>	<u>Margin Over L.A OPIS Daily Average</u>
1. 7600	Red Dyed Diesel	<u>.18</u>
2. 7600	87 Regular Unleaded	<u>.18</u>

February 4, 2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: PUBLIC WORKS STREET MAINTENANCE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM NEW WEST LANDSCAPING FOR COMPTON PAR 3 GOLF COURSE LANDSCAPE MAINTENANCE SERVICES, TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A ONE-YEAR SERVICE AGREEMENT WITH TWO (2) ONE-YEAR EXTENSION OPTIONS AND TO ESTABLISH A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND NINE HUNDRED SIXTY DOLLARS (\$30,960.00)

SUMMARY

Adoption of this resolution will accept the proposal from New West Landscaping for Compton Par 3 Golf Course Landscape Maintenance Services, authorize the City Manager to enter into a one-year service agreement with two (2) one-year extension options and to establish a purchase order in an amount not to exceed Thirty Thousand Nine Hundred Sixty Dollars (\$30,960.00).

BACKGROUND

The Compton Par 3 Golf Course, a City-owned facility located at 6400 E Compton Boulevard, spans approximately 12 acres. It features a 9-hole layout with a total length of 1,345 yards and a par of 27.

The landscape maintenance of the Compton Par 3 Golf Course is overseen by the Public Works Street Maintenance Department (Department), which is dedicated to keeping the course in excellent condition year-round. However, the Department is currently facing challenges in maintaining the course efficiently due to limited resources. Additional support is required on a weekly basis to complete essential tasks such as mowing, pruning, aeration, fertilizing and spraying.

STATEMENT OF THE ISSUE

The Compton Par 3 Golf Course is a vital recreational amenity. Regular maintenance is essential to preserve its condition, enhance user experience and ensure safety. The Department advertised a Request for Proposal for Compton Par 3 Golf Course Landscape Maintenance Services on September 4, 2024, through The Bulletin newspaper, Planet Bids and the City's website.

As a result of the Request for Proposal, five (5) landscaping firms submitted their proposals by the stipulated deadline of September 19, 2024.

Landscaping Firm Submitters

1. Swayzer Landscapes
2. BSI Sports Turf Management
3. K B Services
4. Four Seasons Landscaping
5. New West Landscaping

All five (5) landscaping firms:

- Submitted their proposals on time
- Submitted their bid price sheets
- Met some or all of the minimum requirements for landscape maintenance services

Schedule of Compensation:

Swayzer Landscapes	\$408,000 / annually
BSI Sports Turf Management	\$184,104 / annually
K B Services	\$150,852 / annually
Four Seasons Landscaping	\$68,400 / annually
New West Landscaping	\$30,960 / annually

The Street Superintendent and staff carefully evaluated each proposal and conducted telephone interviews with the firms to assess staffing, equipment and services. After a thorough review, the panel determined that New West Landscaping is the lowest, most responsive and responsible bidder for providing landscape maintenance services at the Compton Par 3 Golf Course.

The selection of the most responsive and qualified firm was based on the completeness of the proposals, a demonstrated understanding of the scope of services, the quality of similar work previously completed, responsiveness to the RFP requirements and familiarity with the City and location.

RECOMMENDATION

Staff recommends the City Council accepts the bid submitted by New West Landscaping and authorize the City Manager to enter into a one-year service agreement with two (2) one-year options for extension and to establish a purchase order in the amount of Thirty Thousand Nine Hundred Sixty Dollars (\$30,960) for Compton Par 3 Golf Course landscape maintenance services.

FISCAL IMPACT

The Department has funds available in the Fiscal Year 2024-2025 Budget in the amount of Thirty Thousand Nine Hundred Sixty Dollars (\$30,960) in Account No. 2502-720-000-4266. Additionally, funds will be allocated in future fiscal year budgets for these services.

**DAMION TIMMONS
STREET SUPERINTENDENT**

APPROVED FOR FORWARDING:

**WILLIE A HOPKINS, JR.
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM NEW WEST LANDSCAPE FOR COMPTON PAR 3 GOLF COURSE LANDSCAPE MAINTENANCE SERVICES, TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A ONE-YEAR SERVICE AGREEMENT WITH TWO (2) ONE-YEAR EXTENSION OPTIONS AND TO ESTABLISH A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND NINE HUNDRED SIXTY DOLLARS (\$30,960.00)

WHEREAS, the Compton Par 3 Golf Course is a City-owned facility located at 6400 E Compton Boulevard and spans approximately 12 acres. It features a 9-hole layout with a total length of 1,345 yards and a par of 27; and

WHEREAS, the Public Works Street Maintenance Department (Department) oversees the landscape maintenance of the golf course. The Department is currently facing challenges in maintaining the course efficiently due to limited resources; and

WHEREAS, additional support is required on a weekly basis to complete essential tasks such as mowing, pruning, aeration, fertilizing and spraying; and

WHEREAS, the Department advertised a Request for Proposal for Compton Par 3 Golf Course Landscape Maintenance Services on September 4, 2024, through the Bulletin newspaper, Planet Bids and the City’s website; and

WHEREAS, as a result of the Request for Proposal, five (5) landscaping firms submitted their proposals by the stipulated deadline of September 19, 2024:

<u>Landscaping Firm Submitters</u>		
1.	Swayzer Landscapes	\$408,000 / annually
2.	BSI Sports Turf Management	\$184,104 / annually
3.	K B Services	\$150,852 / annually
4.	Four Seasons Landscaping	\$ 68,400 / annually
5.	New West Landscaping	\$ 30,960 / annually

WHEREAS, the Street Superintendent and staff carefully evaluated each proposal. After a thorough review, the panel determined that New West Landscaping is the lowest, most responsive and responsible bidder for providing landscape maintenance services at the Compton Par 3 Golf Course; and

WHEREAS, the selection of the most responsive and qualified firm was based on the completeness of the proposals, a demonstrated understanding of the scope of services, the quality of similar work previously completed, responsiveness to the RFP requirements and familiarity with the City and location.

WHEREAS, funds for this expenditure are available in the Fiscal Year 2024-2025 Budget in account 2502-720-000-4266. Additionally, funds will be allocated in future fiscal year budgets for these services.

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

Section 1. That the proposal from New West Landscaping is hereby accepted.

Section 2. That the City Manager is hereby authorized to enter into a one-year service contract (i.e. March 1, 2025 – February 28, 2026) with two (2) one-year extension options for New West Landscaping for providing landscape maintenance services for the Compton Par 3 Golf Course.

Section 3. That a purchase order is authorized to be established for New West Landscaping in an amount not to exceed Thirty Thousand Nine Hundred Sixty Dollars (\$30,960).

Section 4. That funds for this expenditure are available in the Fiscal Year 2024-2025 Budget in Account No. 2502-720-000-4266. Additionally, funds will be allocated in future fiscal year budgets for these services.

Section 5. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, City Controller, and Public Works Street Maintenance Department.

Section 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2025.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2025.

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

**SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
NEW WEST LANDSCAPING**

This **AGREEMENT** is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **NEW WEST LANDSCAPING** (hereinafter referred to as "**CONTRACTOR**") located at 1301 W Brazil Street, Compton CA 90220.

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 firm 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 New West Landscaping (Contractor) to perform that work required pursuant to the Agreement herein.
- D. Authorization to enter into this Agreement is pursuant to **(Resolution No.)** adopted by the City Council on **(Date)**.

AGREEMENT:

That the City and Contractor, for the consideration, terms and conditions herein described, mutually agree as follows:

1. SCOPE OF SERVICES TO BE PROVIDED:

The minimum services primarily consist of all tasks necessary for providing all maintenance, supplies, equipment and staff to perform all normal functions required to maintain quality conditions, including but not limited to greens mowing, cup changing, moving tee markers, grooming, maintaining quality turf grass, fertilizing, spraying, aerification, seeding, mowing and purchasing materials and supplies to maintain the Compton Par 3 Golf Course in the highest possible standard.

Performance Guidelines

- A. The selected contractor agrees to perform all maintenance work as designated by the Public Works Street Superintendent.
- B. The contractor will be required to perform and complete the services in a thorough and workmanlike manner and must furnish and provide all necessary labor, tools, implements, equipment, materials and supplies. All work specified in this Agreement shall be done by qualified and trained personnel. All of the contractors' personnel shall wear uniforms with the company name and logo clearly printed on them. The contractor shall always have competent qualified supervision present on the job that work is being performed. The contractor and his/her employees shall conduct themselves in a proper, efficient and courteous manner at all times and shall cause

**Services Agreement – New West Landscaping
Compton Par 3 Golf Course Landscaping Maintenance Services
Resolution No. _____**

the least possible annoyance to the public.

- C. At the end of each working day the contractor shall clean the worksite and all grounds and remove all rubbish and debris. All areas maintained during each workday shall be left in a neat, orderly and presentable condition.
- D. All work performed shall be subject to the direct supervision of the Public Works Street Superintendent, or a duly appointed representative, and in all respects shall meet with their approval as conforming with the provisions and requirements prescribed thereof.
- E. The Street Superintendent or a duly appointed representative will make periodic inspections of all maintenance work performed by the contractor. If the work has not been properly performed in accordance with all terms of the specifications and contract, the contractor will receive notification from the Street Superintendent regarding work performance deficiencies.
- F. The contractor will supply picture documentation, at no cost to the City, digital quality pictures depicting “before and after” conditions when requested by the Street Superintendent or a duly appointed representative.
- G. Should any direct or indirect damage or injury result to any public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work or as a consequence of the non-execution thereof, on the part of the contractor or any of their employees or agents, such property shall be restored, by and at the expense of the contractor, to a condition equivalent to that existing before the damage or injury occurred, by repairing or rebuilding the same, or by otherwise making good such damage or injury, in an acceptable manner, determined by the Street Superintendent.
- H. The contractor shall obtain all required permits and follow all local, state and federal regulations.
- I. The City reserves the right, at its discretion, to perform maintenance services with its own employees or another contractor during the term of the contract.

Emergency Response Service

- A. The contractor shall be required to provide emergency on call response services. Emergency work shall begin within two (2) hours of the initial notification.
- B. The contractor shall be required to provide 24-hour emergency phone numbers and names of at least two (2) contact persons. Should the contact persons or their phone numbers change during the course of the contract, those changes shall be submitted to the City within two (2) working days.

Minimum Specifications and Related Maintenance

- A. All greens, fairways and roughs shall be mowed a minimum of one (1) time a week (four (4) times a month).
- B. Maintain the edges of all turf areas and walkways, trimming around hazards and trees.
- C. Apply fertilizers and soil amendments as needed to maintain healthy turf.
- D. Periodic aeration of greens, fairways and tees.
- E. Monitor and adjust irrigation systems to ensure proper watering. Perform routine

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Compton Par 3 Golf Course Landscaping Maintenance Services
Resolution No. _____**

maintenance and repairs on irrigation components.

- F. All greens will receive preventative spraying of herbicides and insecticides as needed.
- G. Damaged or bare areas shall be properly prepared and re-seeded or new sod shall be applied as directed by the City.
- H. Pruning, shaping and maintenance of trees and shrubs.
- I. Planter areas and flower beds will be properly cultivated as needed and will be kept free of weeds, trimmings and other debris.
- J. Ensure drainage systems are clear and functioning properly.
- K. Control and eradicate rodents and other animal pests as necessary to prevent hazards, holes and destruction of grounds.
- L. The contractor shall remove and responsibly dispose of all waste from the work performed.

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

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

1.1 Key Personnel.

- .a Contractor's Representative.** Contractor hereby designates **Keith Dickerson, Sole Proprietor**, 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.
- .b City's Representative.** City hereby designates the **Street Superintendent or his/her designated representative** as City's Representative for this Agreement.

2. COMPENSATION:

The method of payment for the services rendered pursuant to this Agreement shall be base at the unit price rates specified within the Contractor's Proposal, which is incorporated herein. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the Contractor during each contract year of this Agreement shall be limited to a not-to-exceed amount of Thirty Thousand Nine Hundred Sixty Dollars (\$30,960.00).

The total sum paid to the Contractor will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the services or the scope of the project. In the instance of a change in the scope of services or scope of the project, adjustment to the compensation may be negotiated between the

**Services Agreement – New West Landscaping
Compton Par 3 Golf Course Landscaping Maintenance Services
Resolution No. _____**

Contractor and the City. Adjustment in the compensation will not be effective until authorized and approved by contract amendment.

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

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

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

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

3. TERM OF AGREEMENT:

The term of this Agreement shall be for one (1) year (March 1, 2025 – February 28, 2026) with two (2) one-year extension options, unless the Agreement is extended or terminated as provided herein.

4. SAFETY:

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

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

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

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

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

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Compton Par 3 Golf Course Landscaping Maintenance Services
Resolution No. _____**

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

4.3 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.

4.4 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. INDEMNITY:

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

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

6. INSURANCE:

6.1 Contractor, by executing this Agreement, hereby certifies:

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

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

6.2 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

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Compton Par 3 Golf Course Landscaping Maintenance Services
Resolution No. _____

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.***

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:

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 personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

2. Workers' Compensation Insurance. Contractor shall provide and maintain at its own expense during the term of this Agreement a program of Workers' Compensation Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of the Contractor and all risks to such persons under the Agreement.

3. Automotive Liability. A program of insurance with a limit of liability of not less than **One Million Dollars (\$1,000,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

4. Insurance Endorsements. The liability insurance policy(ies) shall be 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 Identity of the insured(s).

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

**Services Agreement – New West Landscaping
Compton Par 3 Golf Course Landscaping Maintenance Services
Resolution No. _____**

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.

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

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

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

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

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

7. NONDISCRIMINATORY EMPLOYMENT PRACTICES:

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

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compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

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

8. SUCCESSOR AND ASSIGNS:

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

9. INDEPENDENT CONTRACTOR STATUS:

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

10. SUBCONTRACTING:

Except as may be agreed to by the City, Contractor will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Contractor subcontracts any of the services, Contractor will be fully responsible to City for the acts, errors and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

11. OTHER CONTRACTORS:

The City reserves the right to employ other Contractors in connection with the services.

Services Agreement – New West Landscaping
Compton Par 3 Golf Course Landscaping Maintenance Services
Resolution No. _____

12. PERMITS AND LICENSES:

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

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

13. TERMINATION:

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

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

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

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

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

14. FORCE MAJEURE:

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

**Services Agreement – New West Landscaping
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Resolution No. _____**

for payment of all expenses incurred to the point at which this Contract is terminated.

15. WAIVERS:

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

16. AMENDMENTS:

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

17. NOTICE:

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

Contractor:

**New West Landscaping
1301 West Brazil Street
Compton, California 90220
Attn: Keith Dickerson, Owner
(310) 617-9667
newwestlandscaping@yahoo.com**

City:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Damion Timmons, Public Works Street
Superintendent
(310) 605-5691
dtimmons@comptoncity.org**

18. CONTRACTOR'S BOOKS AND RECORDS:

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

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

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

19. EXAMINATION AND AUDIT:

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

20. EXTENT OF AGREEMENT:

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the City.

Incorporated herein and made a part hereof are the **CITY's "Request for Proposal for Compton Par 3 Golf Course Landscape Maintenance Services for the City of Compton"** and the **CONTRACTOR's Proposal for "Compton Par 3 Golf Course Landscape Maintenance Services"** (dated September 14, 2024).

21. GOVERNING LAW, JURISDICTION AND VENUE:

This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue shall lie exclusively 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.

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.

22. WAIVER OF JURY TRIAL:

**Services Agreement – New West Landscaping
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Resolution No. _____**

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 each 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 subcontractors who provide work on any assigned projects, 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.

23. FEDERAL AND STATE WITHHOLDING TAXES:

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

24. CERTIFICATIONS:

CERTIFICATIONS OF CONTRACTOR

I, **Keith Dickerson**, **HEREBY CERTIFY** that I am the Owner, and duly authorized representative of the **CONTRACTOR** firm of **NEW WEST LANDSCAPING**, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

.a employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

.b agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

.c paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

DEBARMENT AND SUSPENSION CERTIFICATION

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency; 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 he/she/it by a

**Services Agreement – New West Landscaping
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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.

Keith Dickerson, Owner

Date

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

Services Agreement – New West Landscaping
Compton Par 3 Golf Course Landscaping Maintenance Services
Resolution No. _____

**NEW WEST LANDSCAPING
CONTRACTOR**

Dated: _____

By _____
Keith Dickerson, Owner

**CITY OF COMPTON
Recommended for Approval:**

By _____
Damion Timmons, Street Superintendent
Public Works Street Maintenance
Department

Dated: _____

Approved by:

Dated: _____

By _____
Willie A Hopkins, Jr., City Manager

Approved as to form:

By _____
Eric Perrodin, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Satra Zurita, City Clerk

CITY OF COMPTON
PUBLIC WORKS STREET MAINTENANCE DEPARTMENT
REQUEST FOR PROPOSAL
for
COMPTON PAR 3 GOLF COURSE
LANDSCAPE MAINTENANCE SERVICES

Mr. Damion Timmons
C.P.W.D. Street Superintendent

New West Landscaping
1301 West Brazil Street
Compton, CA. 90220
Phone: 310-617-9667
Fax: 310-769-6614
Email: newwestlandscaping@yahoo.com

New West Landscaping respectfully submits this proposal for consideration to provide Landscape Maintenance for the City of Compton Housing Par Three Golf Course. Since 2012, we have provided quality and professional contractual services for the City and its residents. We have provided landscaping services for the City of Compton since 1982. We look forward to serving the City of Compton.

As you will see in our proposal, we have many years of experience providing identical services to satisfy all the project goals within the City of Compton. We believe our expertise and experience makes us very qualified to provide those services in the capacity you are requesting for the City of Compton Public Works Department. We have a well-trained labor force, materials and the equipment necessary to start immediately upon execution of an agreement.

Thank you,

A handwritten signature in black ink, appearing to read 'Mr. Keith Dickerson', followed by a long horizontal line.

Mr. Keith Dickerson
New West Landscaping
CSLB - 833912

Section 1

Firm Qualification

My name is Mr. Keith D. Dickerson and I am the owner of New West Landscaping. I am a former employee from 1982-2012 (retired). I have lived and worked in the City of Compton for over sixtysix years. My address is 1301 West Brazil Street Compton, California 90220. My telephone number is 310-617-9667 and fax number 310-769-5919. The e-mail address is newwestlandscaping@yahoo.com. I am a sole proprietorship and have been in business for over twenty years; and maintained a C-27 contractor's license for over eighteen years.

Section 2

List of City Managers and Administrators

1. Mr. Johnny Ford-209-649-8383
2. Mr. Harold DufW-530-681-6432
3. Mr. Uli Feesago-310-864-9861
4. Mr. Cecil Rhamb0-310-424-477-7362
5. Mr. Jerry Groomes-310-629-8112
6. Mr. Tony Ward-310-605-9314-tward(ü'comptoncity.org
7. Mr. Laurence Adams-310-251-1890
8. Mrs. Trephenia Simmons-3 10-605-6260-tsimmons@icomptoncity'.org
9. Mr. Ronerrick Simpson-310-605-5670-rsimpson@comptomcity.org
10. Mr. Dean [Jones-310-387-2939-DLJones\(@comptoncity.or](mailto:DLJones@comptoncity.org)

Section 3

Tailgate Meetings

As the owner of New West Landscaping, I am also the principal project manager who will oversee all work performed. For the past four years I have worked under the purview of Mr. Cecil Flournoy, Colle Fields, Mr. Laurence Adams, Trephenia Simmons, Mr. Michael Antwine, Leslie Inacionales —Tafoya, Mr. Tony Ward and several other past and present City of Compton Administrators.

My responsibilities as project manager included: providing all materials and power equipment to the worksites, providing written estimates, documenting all work performed, and provided before and after pictures. I also assisted my employees in the actual work with mowing , removing trash and dumping all debris. Some work locations includes:

1. 2817-2875 West Alondra Blvd.17 acres
2. 1117 South Long Beach Blvd.....1.3 acres
3. 930 West Compton Blvd.....2.5 acres

Section 4**Staff Qualifications Training and Expertise:**

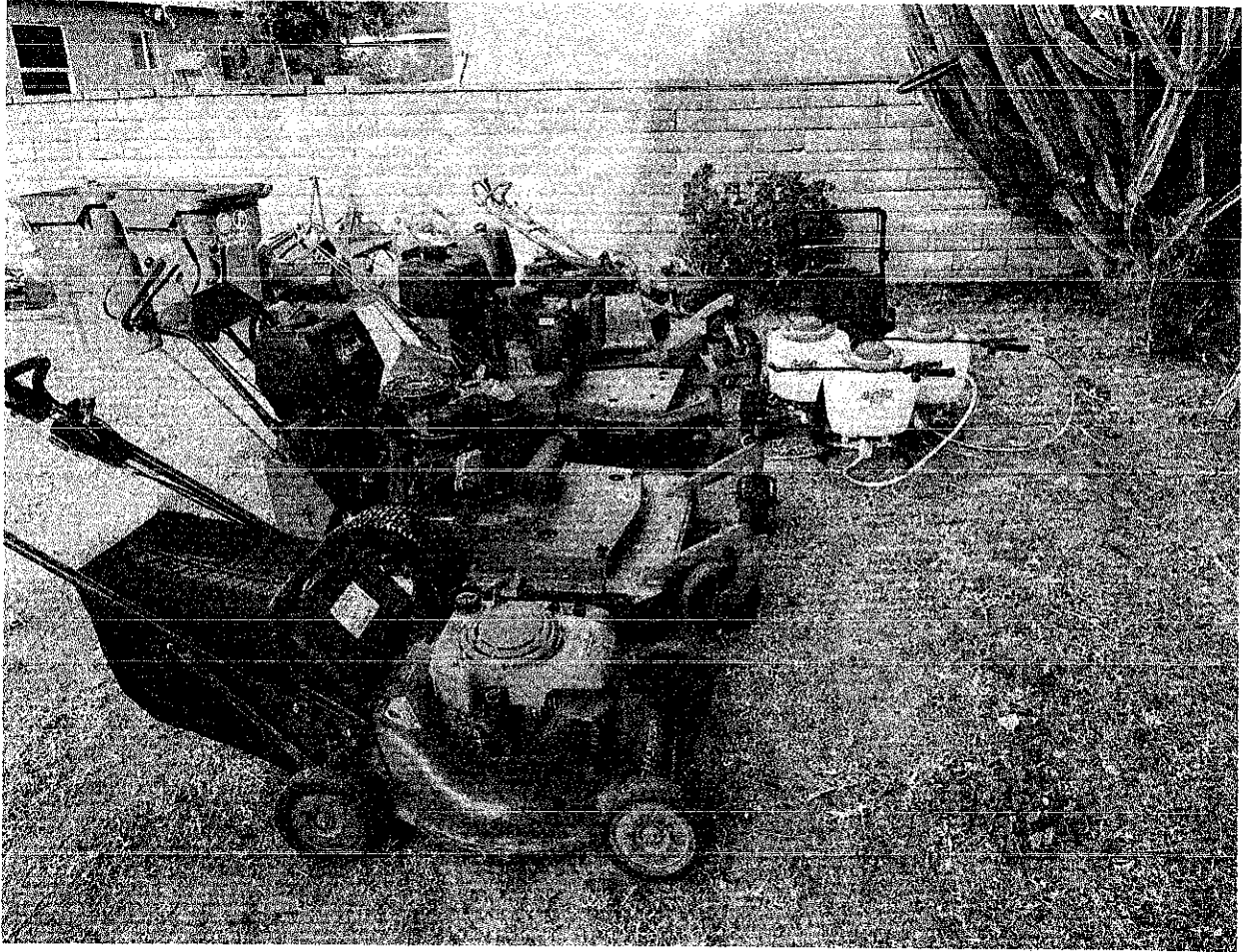
1. Salvador Gonzalez Jr.
Landscape Technician
10 years' experience
24729 Marine Ave.
Carson Calif. 90748
2. Keith Dickerson
C-27 Landscaping Contractor 50 years experience
1301 West Brazil Street
Compton, Calif. 90220
3. Eugene Jones
Landscape Technician 15 years experience
1442 East Rosecrans Ave.
Compton, Calif. 90220
4. Severo Gullien
Equipment Operator 35 years experience
1425 East 56th Street
Long Beach, Calif. 90805
5. Alex Mejia
Landscape Technician 30 years experience
1957 Raymond Ave.
Los Angeles, Calif., 90007

Section 5**Operating Expenses**

Labor Cost 200.00 per acre x 12	2,400 Monthly-28,800.00 Annually
Supplies	960.00
Repairs/Maintenance	1,200.00
Management Fees	N/A

Total Annual Cost= 30,960.00

Section 6 Types of Equipment



Section 6 Types of Equipment



Proposal for Compton Par 3 Golf Course Landscape Maintenance Services

Submitted by:
Swayzer Corporation
on September 19, 2024



1665 E. Del Amo
Blvd.
Carson, CA 90746
Tel: 323-979-7223
Fax: 310-764-5069

Swayzer Corporation
1665 East Del Amo Blvd.
Carson, CA 90746
323-979-7223
info@swayland.com



September 19, 2024

City of Compton
City Clerk's Office
205 S. Willowbrook Ave.
Compton, Ca 90220
Attn: Damion Timmons, Public Works Street Maintenance Department

RE: Request for Proposal (RFP) Compton Par 3 Golf Course Landscape Maintenance

Thank you for the opportunity to conduct business with the City of Compton. We look forward to the bidding process and hope to be a successful bidder.

We are pleased to submit our proposal for landscape maintenance at Compton Par 3 Golf Course. We propose to provide greens mowing, cup changing, maintain quality conditions, including but not limited to moving tee markers, grooming, maintaining quality turf grass, fertilizing, spraying, aerification, seeding, mowing. Our approach is to provide the City of Compton with professionally maintained landscapes at the highest horticultural standards you can be pleased with.

Swayzer Corporation is family owned and operated with over 46 years of experience in commercial and municipal landscaping. We have demonstrated our capacity to maintain similar landscapes over the years in projects with the City of Carson, Burbank Water and Power, the City of Santa Ana, and West Basin Municipal Water District. We are tremendously proud of our experience and knowledge in maintaining landscapes.

We have responsibly analyzed the RFP in addition to reviewing all sites. This statement is signed by an officer of Swayzer Corporation who can make legally binding commitments for this entity. This proposal is valid for 90 days from the date of bid opening and we attest that all information submitted with the proposal is true and correct. Swayzer Corporation is in good standing with the California Secretary of State.

Thank you for your consideration,

Samuel Swayzer, President & Founder

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Section 4 – Names and Qualifications of Proposed Team

Section 5 – Detailed Price Breakdown

Section 6 – Equipment List

Section 1: Firm Background

Swayzer Corporation is a family owned and operated company with 46 years of experience in the landscape industry.

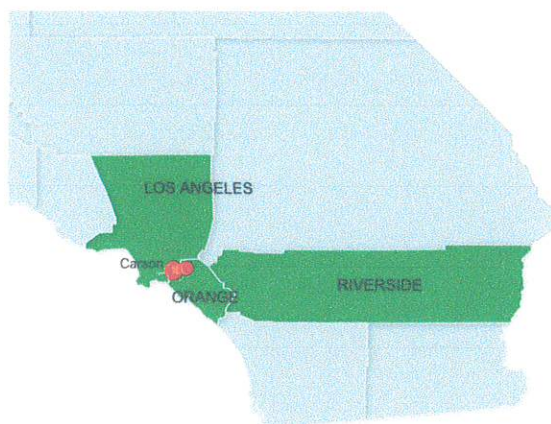
About Us

In 1978, Samuel Swayzer founded our company providing commercial street sweeping, landscaping, and janitorial services. Today, Swayzer Corporation specializes in municipal and commercial landscaping, in addition to janitorial services. We offer a full range of services including landscape installation, landscape maintenance, irrigation installation and repair, landscape lighting installation and repair, landscape pest control, and public works.

We believe every landscape has hidden potential. Our goal is to maximize your landscape's potential by utilizing current horticultural practices and our decades of experience to achieve solutions.

We serve Los Angeles, Orange, and Riverside Counties

Corporate Office located in Carson, CA



Our Mission Statement

To deliver exceptional landscapes through personalized, high-quality service.

Our Corporate Team

Samuel Swayzer – President and Founder
Regina Swayzer – Vice President

Services Offered

- Landscape Maintenance
- Landscape Construction
- Landscape Design
- Irrigation System Design
- Irrigation System Installation
- Pest Control
- Porters
- Graffiti Removal
- Hardscape Maintenance
- Tree Removal
- Tree Pruning
- Emergency Tree Service
- Pressure Washing
- Education Workshops
- Landscape Consulting
- Native Plant Landscaping

Proposer Identification

Name: Swayzer Corporation dba Swayzer Landscapes
 Street/Mailing Address: 1665 E. Del Amo Blvd., Carson, CA 90746
 Telephone Number: (323) 979-7223
 Fax Number: (310) 764-5069
 Contact: Ezekiel Swayzer
 Email: Ezekiel@swayland.com
 President: Samuel Swayzer
 California Corporation: 3727334
 Federal Tax ID: 47-2728226
 DIR Number: 100041310

Licenses and Certifications

- California Contractor License C27-Landscaping 1003435
- ISA Certified Arborist on staff WE-12689A
- Qualified Water Efficient Landscapers on Staff CALWEP-5280
- Certified Irrigation Technician on staff 120431
- CLCA Certified Water Manager 15343
- Pest Control Business License 42652
- Licensed Pest Control Advisor 147285
- Qualified Pesticide Applicators on staff 145880
- Certified CA Native Plant Landscapers
- American Green Zone Alliance Service Pro



Financial Resources

Swayzer Corporation can meet all financial obligations to provide services proposed in this bid.

Section 2: Firm Municipal Experience

Current Projects

- West Basin Municipal Water District
 - Landscape Maintenance
 - Ocean Friendly Garden Maintenance
 - Public Agency Landscape Design Assistance
 - Landscape Design
 - Educational Workshops
- Orange County Transportation Authority
 - Landscape Maintenance
- University of California, Los Angeles
 - Janitorial maintenance
- City of Santa Ana
 - Landscape Maintenance
 - Landscape Construction
 - Landscape Design
 - Vacant property maintenance
 - Weed Abatement
- Air Gas Products
 - Landscape Maintenance
- City of Carson
 - Landscape Maintenance – medians, parkways, and vacant properties
 - Turfgrass Maintenance – All city parks

Past Projects

- City of Carson
 - Landscape maintenance – medians, parkways, city wide parks, Civic Center, City Hall
 - Landscape construction and renovation – medians
- California Department of Motor Vehicles
 - Landscape maintenance – 5 locations
- City of Burbank Department of Water and Power
 - Landscape maintenance – 44 locations
- Exposition Park
 - Landscape maintenance – 160 acres
- City of Compton Median and Parkway
 - Landscape maintenance – medians and parkways
 - Landscape construction – median and Town Center Corridor renovation
- Los Angeles County Agriculture Commissioner
 - Weed abatement
- City of Lynwood
 - Vacant property maintenance
- Fleet Pride
 - Landscape Maintenance
- Tri-Cap International
 - Landscape Maintenance
- City of Compton
 - Alameda St. Renovation

Section 3: Communication Protocol

As the contractor, we understand the importance of clear and consistent communication with the City staff to ensure successful project execution. Our approach will be proactive, transparent, and responsive:

- **Regular Updates:** We will provide regular progress updates to the Public Works Street Superintendent or their designated representative. These updates may include work completed, upcoming tasks, any challenges encountered, and proposed solutions.
- **Immediate Notification:** Any issues that may impact the project timeline, quality, or safety will be communicated immediately to the Street Superintendent or their representative. We will also promptly report any damage or injuries that occur during our operations.
- **Documentation:** We will diligently maintain all necessary documentation, including "before and after" photos as requested, and make them readily available to the City staff.
- **Open Dialogue:** We encourage open and honest communication with the City staff. We are always available to answer questions, address concerns, and discuss any aspect of the project.
- **Compliance:** We understand the importance of adhering to all local, state, and federal regulations. We will promptly inform the City staff of any permit-related issues or compliance challenges.
- **Cooperation:** We are committed to working collaboratively with the City staff, including their own employees or other contractors, to ensure the project's success.

Client Communication and Emergency Situations

Frequent communication with the City of Compton is important for customer satisfaction. Our supervisory staff will keep an open line of communication with the city's staff on a regular basis. We will provide two primary contacts and an additional point of contact to ensure expeditious responses to any concerns. We also have a 24-hour emergency line which can be called if anything within the scope of work needs immediate attention.

Section 4: Names and Qualifications of Proposed Team

Swayzer Corporation has experienced personnel who make up the management and supervisory staff. The following are the qualifications of our management team for this project. The assigned project manager will be the primary contacts for this project. This will be the person responsible for coordinating crews and scheduling equipment. They will also be responsible for site inspections, quality control, and customer satisfaction.

Key Personnel – Management

Ezekiel W. Swayzer – Project Manager

- 17 years of experience in landscape operations
- ISA Certified Arborist
- Horticulture Studies at Long Beach City College
- Qualified Applicator License (QAL)
- IA Certified Irrigation Technician
- CLCA Certified Water Manager
- Qualified Water Efficient Landscaper (QWEL)
- Recycled Water Site Supervisor
- OSHA 30
- TLC Wildlife Aware
- Certified CA Native Plant Landscaper
- Management and Supervision Certification

Elijah Swayzer III – Operations Manager

- 18 years of experience in landscape maintenance and construction management
- 15 years of experience in irrigation systems management
- Harbor College
- 11 years of experience in budget management

Luellen E. Swayzer – Director of Horticulture

- 14 years of experience in golf turfgrass maintenance, and landscape operations
- M.S. in Turfgrass Science, University of Georgia
- B.S. in Plant Science, Cal Poly Pomona
- DPR Pest Control Advisor License (PCA)
- Qualified Water Efficient Landscaper (QWEL)
- Certified CA Native Plant Landscaper

Daniel Vengoechea – Health & Safety Manager

- BCSP Construction Health and Safety Technician, CHST
- OSHA 30/10
- OSHA 500
- First Aid/CPR/AED
- Certified Safety & Health Official

Key Personnel – Supervisory Staff

- Manuel Santillan – Landscape Supervisor
 - 32 years of experience in landscape maintenance, landscape construction, and irrigation systems management
 - Pesticide Safety Training
 - Traffic Control Safety Training
- Gabriel Ramos - Irrigation Systems Specialist
 - 20 years of experience in irrigation system management and installation
- Julio Monchaca Orozco – Landscape Supervisor
 - 30 years of experience in landscape maintenance and irrigation systems management
 - Pesticide Safety Training
 - Traffic Control Safety Training
- Glenn Washington - Landscape Supervisor
 - 10 years of experience in landscape maintenance and irrigation systems management
 - Pesticide Safety Training
 - Traffic Control Safety Training
- Beachamp Lokeni – Crew Lead
 - 10 years of experience in landscape maintenance
 - Pesticide Safety Training
 - Traffic Control Safety Training
- Willie Habbery – Crew Lead
 - 10 years of experience in landscape maintenance
 - ATSSA Certified Flagger

We are committed to fulfilling the staffing needed to complete the labor described in the RFP. We have excellent personnel retention and key personnel will be available to the extent proposed for the duration of the required services and acknowledge that no person designated as key shall be removed or replaced without the prior written concurrence of the City of Compton



Swayzer Corporation
 1665 E. Del Amo Blvd. Carson, CA 90746
 Phone Number: 323-979-7223
 Email: info@swayland.com

Section 5: Detailed Price Breakdown

Cost Proposal for Compton Par 3 Golf Course Landscape Maintenance

Option 1.

	October 1, 2024 thru September 30, 2025 (As is Condition) Mowing, String Trimming, Edging, Trash and Litter	Monthly Cost	Total PRICE/YEAR
1	6400 E Compton Boulevard, Compton, CA 90221- Compton Par 3 Golf Course	\$9,500.00	\$114,00.00

Option 2.

	October 1, 2024 thru September 30, 2025 (As a Golf Operating Golf Course) Full Golf Services as description list in the RFP	Monthly Cost	Total PRICE/YEAR
2	6400 E Compton Boulevard, Compton, CA 90221- Compton Par 3 Golf Course	\$38,500.00	\$408,000.00

PRICE SCHEDULE - EXTRA WORK

LABOR:

Foreman/Crew Leader

COST PER HOUR

\$ 55.00

Holidays and Weekends

\$ 82.50

Worker/Labor

\$ 42.00

Holidays and Weekends

\$ 62.50

Irrigation Specialist

\$ 62.00

Holidays and Weekends

\$ 93.00

Additional employee classification

Pest Control Operator

\$ 65.00

Holidays and Weekends

\$ 97.50

LABOR – PLANTING PER CONTAINER:

COST PER UNIT

Flat

\$ 40.00

1-Gallon

\$ 28.00

5-Gallon

\$ 95.00

15-Gallon

\$ 145.00



Swayzer Corporation
1665 E. Del Amo Blvd. Carson, CA 90746
Phone Number: 323-979-7223
Email: info@swayland.com

EQUIPMENT:

Pickup Truck

Flatbed Truck

5 Yard Dump Truck

Trencher

Mini Excavator

COST PER HOUR

\$	71.00
\$	180.00
\$	235.00
\$	110.00
\$	170.00

Section 6: Equipment List

1. String Trimmers
2. Turf edgers
3. Echo articulating hedge trimmers
4. Echo backpack blowers
5. Billy Goat walk behind brush cutter
6. 60" Zero turn mower
7. 46" Zero turn mower
8. 36" walk behind mowers
9. Greenmaster reel mower
10. Bobcat w/ brush cutter attachment
11. Solo Backpack sprayers
12. Water Broom
13. Easy Kleen hot water pressure washer
14. Billy Goat TKV Self-Propelled outdoor vacuum
15. Electric pressure washer
16. Air Compressor
17. Brooms and Push brooms
18. Dustpans
19. DeWalt Wet/Dry shop-vac
20. Power sweeper
21. Sewer Jetter
22. Water hoses



CITY OF COMPTON
PUBLIC WORKS STREET DEPARTMENT
COMPTON PAR 3 GOLF COURSE
LANDSCAPE SERVICES

Table of Content

1. Scope of work
2. Description of company
3. Description of experience
4. Description of communication with the city's staff
5. Experience of employees working on the golf course
6. Breakdown of services
7. Types of equipment and quantities
8. Additional information

Scope of work

Work to be performed at the Compton Par 3 Golf Course

1. Weekly mowing of 12 acres (4 times a month)
2. Removal of debris weekly
3. Maintaining and keeping the parking lot free of debris

Work to be performed is according to the instructions that were given at the walk-thru

Description of Company

Section 1

BSI Sports Turf has 30 years of experience in the industry of sports turf management. The company's experience spans from UCLA to the Rose Bowl, cities of Anaheim, Santa Ana, Carson, Los Angeles and Malibu. Additionally, BSI has worked for school districts which include Compton and Los Angeles, also Compton College.

BSI is led by Phillip Bowers who has been a pioneer in the industry of sports turf management. Along with his experience the office staff comes with over 20 years of HR experience and office management. BSI employs 1 full-time employee and 4 part time employees.

BSI is located in the city of Compton where it has been from its origin.

Description of Experience

Section 2

BSI (Phillip Bowers) holds a C-27 contractors license and has worked for several school districts and municipalities, which include Compton College, Cal State Dominguez, the cities of Inglewood, Malibu, Santa Ana, Anaheim and Carson . All contracts have been for the installation of or repair and or renovation of their football or baseball fields. Also, BSI has had several maintenance contracts with school districts and Native American reservations. This is a thumbnail picture of the experience BSI brings to the city of Compton.

Communications

Section 3

BSI strives to keep in constant communication with the appointed person (s) from the city. We communicate with the city via email, cell phone or landline.

In the event of an emergency, our communication will be in person or through an emergency method (if the situation deems it necessary). The city will be given the cell phone number of the account manager for the project and a back-up number in case the account manager does not respond.

Names and Backgrounds

Section 4

Phillip Bowers holds the C-27 license. He brings 30 years of experience to the company. Additionally, he is the President of the company and brings a host of industry connections to the company.

Mary Ann Owens holds an MBA in Human Resources and has more than 15 years of experience in the field of office administration and Human Resources.

Our part-time staff has over 30 years of experience combined. They have worked at Dignity Sports Park (Formerly Stub Hub) and UCLA.

Breakdown of Services

Section 5

BSI will employ 3 persons on a weekly basis to maintain the Par 3 golf course.

Breakdown of cost:

3 employees @ \$45.00 per hour = \$360 per day X 4 days (month) \$1440.00
X 12 (year) \$17,280.00

Fuel costs:

Diesel (estimated minimum usage) 30 gals @ \$6.00 pg = \$180.00 pm X 12 =
\$2160.00 py

Regular fuel 20 gals @ \$5.00 pg = \$100.00 pm X 12 = \$1200.00

Equipment

Pick-up and delivery of each piece of equipment

Tractor @ \$2420 pm X 12 = X 12 = \$29,064

Equipment and Cost

Equipment

1. Use of the tractor on a monthly basis $\$2400.00 \times 12 = \$28,800$
2. Buffalo turbine on a monthly basis $\$1000.00 \times 12 = \$12,000$
3. Backpack blower on a monthly basis $\$200.00 \times 12 = \$2,400$
4. Power edger on a monthly basis $\$200.00 \times 12 = \$2,400$
5. String Trimmer on a monthly basis $\$200.00 \times 12 = \$2,400$

TOTAL \$48,000.00

Debris haul-off and disposal

1. Dumpster haul-off on a monthly basis $\$4000.00 \times 12 = \$48,000$

Overhead

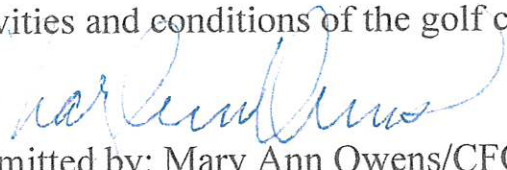
1. Office administration and overhead costs $\$3200 \text{ pm} \times 12 = \$38,400$

Total of all charges: \$184,104

Additional Information

All work will be performed with the highest level of workmanship.

We will submit on an annual basis a report detailing the maintenance activities and conditions of the golf course.



Submitted by: Mary Ann Owens/CFO

office@bsisportsturf.com 404.886.8146 cell



SGD ENTERPRISES
FOUR SEASONS LANDSCAPING
14937 DELANO STREET, VAN NUYS, CA 91411
(323) 658-1047 CSBL#662720 DIR# 1000594916

September 19th, 2024

City of Compton

Subject: Request for proposals Compton Par 3 Golf Course Landscape Maintenance

Mr. Damion Timmons,

SGD Enterprises DBA Four Seasons Landscaping is proud to present this bid package in response to the Request for proposals landscape maintenance of the Compton Par 3 Golf Course. We have thoroughly reviewed the entire RFP and believe that we are uniquely qualified to handle such a project and can ably offer our unique skilled services to the City of Compton.

We understand that we will be responsible for performance of all landscape maintenance requirements.

This bid proposal will be valid from 9/19/2024 and thereon for 180 days.

This project will be managed from our office located at 14937 Delano Street, Van Nuys, CA 91411. Eytan Darrison (Tel:323-658-1047 Email: darrison@sgdent.com) will be the contact person.

We will not have any subcontractors on this job. All information submitted in this proposal is true and correct. Four Seasons accepts all terms of this RFP and conditions in the document and maintenance agreement. No exceptions taken.

SGD Enterprises is in full good standing with the CSBL, DIR and any other applicable agency. We are not debarred, suspended or ineligible to contract by any federal, state, or local public agencies. We acknowledge any addendums.

Thank you for your consideration of our proposal. We look forward to having the opportunity to start our work with The City of Compton.

Sincerely,

Stephen Darrison

Stephen Darrison
President and Owner

Section B. Company Profile and Qualifications

We believe that Four Seasons Landscaping is uniquely able to handle a contract of this scope. We are a family business that has been in existence for over 37 years. We give individual attention to all our clients and treat them like our own family. Employees in our company love to work for us and turnover is rare. We create an environment that is warm and a great place to work. If awarded the contract, we will treat the job as if it is in own backyard or neighborhood and we will give everything we have towards it.

Four Seasons Landscaping is very involved in giving back to the community. Stephen and Eytan Darrison have donated millions of dollars to their communities. Whether its Houses of Worship, schools, and/or nonprofit organizations, no one is ever turned away. Both Darrisons have served on the boards of many organizations and have given not just money but also time to help those in need and to better serve the community. We have dedicated our time and efforts to make this world a better place. We fully intend to continue our philanthropic efforts in the Los Angeles area.

We understand the importance of having sufficient financial resources to fulfill contractual obligations. Four Seasons has a strong financial foundation, enabling us to undertake projects of varying scales and complexities. We have a solid track record of meeting financial commitments on past contracts, and we possess the resources to ensure smooth project execution. Financially, Four Seasons Landscaping is very healthy and strong. We have amazing relationships with banks, brokers, and sureties. We have a strong bonding capacity. We hold over \$3 million in capital. We have not been involved in any litigation nor been fired from any job. We are in great standing to undertake this job.

Our company recognizes the significance of meeting project deadlines. We have a proven track record of delivering projects within the required or proposed delivery schedule, considering our existing business commitments. We employ effective project management strategies, including efficient resource allocation and proactive scheduling, to ensure timely completion of all tasks. We are uniquely able to handle contracts of all sizes.

Throughout our history, Four Seasons has always been a business filled with integrity. We have always been in good standing with any and every agency that we have worked with. We have never been involved in any litigation, arbitration etc. We have never been assessed any liquidated damages and we have always finished every contract in a timely manner.

Due to our robust amount of working capital, we can invest in our company including our employees, equipment, and vehicles. We comply with all applicable laws and regulations, ensuring that we are eligible to receive an award. We possess the necessary licenses, permits, and certifications required for landscape maintenance, tree trimming and removal services. Our team consists of qualified and experienced landscapers who possess the necessary organizational structure, technical skills, and operational controls to effectively execute the proposed contract.

SGD Enterprises is in good standing with the California Secretary of State's Office. We are also in full good standing with the CSBL, DIR and all other agencies. We are not debarred, suspended or ineligible to contract by any federal, state, or local public agencies.

Four Seasons Landscaping understands that, under the contract, they will be responsible for ensuring that their staff is fully knowledgeable and trained for all aspects of this contract. Additionally, Four Seasons Landscaping will be paying their staff the appropriate prevailing wages as per the California Code Article 2 Section 1770 through 1780 inclusive Article 5 Section 1810 through 1861 inclusive. Four Seasons Landscaping has bookkeepers fully trained in public works who understand all the required laws and responsibilities that are related to prevailing wages. We can take on a local or a statewide contract and ensure that it is fulfilled correctly and efficiently. We have completed scopes of all sizing ranging from \$500 to \$10 million. We have the equipment, vehicles, and manpower to ensure success. We have worked with many public work agencies throughout the state which demonstrates our experience. Listed below are some of our highlightable projects from the last several years, showing all phases of landscaping.

Satisfactory Record of Performance

Our past performance speaks to our commitment to excellence. We have successfully completed a multitude of projects, including tree trimming and tree removal services, to the satisfaction of our clients. We invite you to review our references and project portfolio, which demonstrates our ability to consistently deliver high-quality services while adhering to safety and industry standards.

We recognize that adhering to schedules is crucial to keeping projects on track. Our experienced team excels in meticulous planning, timely execution, and efficient management to ensure that milestones and deadlines are met consistently. We understand that time is of the essence, and we take great care in respecting and fulfilling all project timelines and budgets.

Similar Services

- Arcadia Unified School District: Melinda Williams, Maintenance Manager. 150 S. 3rd Ave Arcadia, CA 91006 626-506-8585 mwilliams@ausd.net Job: Bid No. 500:22-23, LANDSCAPING SERVICES FOR DISTRICT SITES. Four Seasons Landscaping was awarded a contract for \$401,000. Work includes full maintenance services and tree trimming at 14 school locations throughout Arcadia, CA. Contract is from 7/1/2022-6/30/2023. Extension year one was already renewed. Bonded 100%
- City of Oxnard: Brandon Lopez, Project Manager, 805-393-3011, 305 W 3rd St, Oxnard, CA 93030. brandon.lopez@oxnard.org. Landscape services for CFD-5 Riverpark. Four Seasons was awarded the contract of \$1,085,414 annually. Work included maintenance of 7 parks, parkways, medians and detention basins throughout the property spanning over 300 acres. 11/9/2023-Ongoing.

- City of Beverly Hills: Alley tree and weed abatement services. Colonel James Burnley, Solid Waste Manager, 310-285-2475. jburnley@beverlyhills.org. 345 Foothill Rd, Beverly Hills, CA 90210. Contracted with the City on a frequency of 2-3 times a year to service 260 alleys: Remove all vegetation growing on City property or in the public right-of-way in the alleys, including weed abatement. Trim all trees to a minimum vertical clearance of 15 feet minimum height and cut all trees, bushes and hedges protruding into public right-of-way back to the private property line. \$1,181,700. 3 year started 7/1/2023
- City of Beverly Hills: Burton Way Maintenance: David Garrard, Park Maintenance Bureau, 310-678-1150. dgarrard@beverlyhills.org. 345 Foothill Rd, Beverly Hills, CA 90210. Contracted to fully service the newly installed bioswale median on Burton way from Rexford Dr. to Oakhurst Dr. Annual \$98,220. 1/4/2024-Ongoing. 4 year contract.
- City of Calabasas, Bellagio HOA: Edgar Hernandez, Landscape Maintenance Head. 818-912-7083. ehernandez@cityofcalabasas.com. 100 Civic Center Way, Calabasas, CA 91302. Landscape maintenance of this HOA includes turf care, slope care, and full irrigation in a very affluent and high visibility area. Annual contract: \$147,400. 12/7/2023- Ongoing.
- Forest Lawn Cemeteries: Refugio Gil, Maintenance Director, 1712 S. Glendale Ave Glendale, CA 91205. 714-484-2075 rgil@forestlawn.com. We are responsible for doing the tree trimming and tablet trimming at all 5 of the Forest Lawn Cemeteries throughout California. We have 28 workers onsite daily weed whacking and ensuring that their parks look as beautiful as possible. In addition, we have done tree trimming for them for over 20 years and done millions of dollars in sales for them. When we were first approached to do business with them, we went to all of the cemeteries and look at their current tree conditions and how long it would take to trim all of their tablets. Annual Price: \$3,000,000
- State of Ca, Dept. of State Hospitals- Ryan Barden, Maintenance Manager, 562-846-5127. 11401 South Bloomfield Ave, Norwalk Ca. 90650. ryan.barden@dsh.ca.gov. Weed abatement, weekly maintenance including mowing, edging, cleaning and weeding. \$89,700. 7/1/2023-Ongoing
- Riverside National Cemetery. Adam Lowery, Maintenance Director, 22495 Van Buren Boulevard, Riverside CA 92518 503-789-8929 adam@valleyscapes.net. We were hired as a subcontractor to mow all the lawn areas around the tablets and do weed abatement of over 290 acres of property daily. We worked there for over 3 years every single day. We had a large operation out there with all different types of mowers in order to complete the process. When we were approached for the contract, we went out to the cemetery daily for over two weeks to scout out the area and get a better understanding of how we would approach the contract. \$600,000. 1/1/2016-1/1/2018.
- Altadena Library District: LANDSCAPING & GARDENING SERVICES. Jonathan Arevalo, Facilities Manager. 626-798-0833, ext.110. jarevalo@altadenalibrary.org. 600 E Mariposa St, Altadena, CA 91001. Landscape maintenance of the Altadena and Bob Lucas Memorial

Libraries for a combined 37,700sf of landscape area. \$24,000 annual. 3 year contract with 2 one year optional extensions. Started 9/15/2023-Ongoing

- Over 100 multi family apartments services, \$2MM/year

Equipment Inventory List

Four Seasons Landscaping understands that The City of Compton is requiring a fully operational and high-quality equipment fleet. We understand this requirement and are fully prepared and able to accommodate this. Four Seasons Landscaping has a full fleet of new vehicles including transits, F250's, F550's Chipper Trucks, Chippers, Aerial trucks, Stump grinders. Bobcat, Dingo and various other construction equipment. Our equipment undergoes regular maintenance and inspections to guarantee optimal functionality, and we can scale our resources based on project requirements. We are fully prepared to meet all and any electric equipment requirements. All necessary equipment is stored in the work vehicles. Extra and special items are kept out our company facility.

Some of our landscaping equipment includes:

- STIHL FS 94R String Trimmers
- STIHL HAS 66 Hedge Trimmers
- STIHL FC 91 Edgers
- Husqvarna Electric Blowers
- STIHL HT 131 Pole Pruners
- All other mechanical tools

SGD ENTERPRISES dba Four Seasons Landscaping
Request for proposals Compton Par 3 Golf Course Landscape Maintenance- 9/19/24

STIHL FS 94R String Trimmers



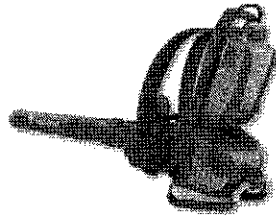
STIHL HAS 65 Hedge Trimmers



STIHL FC 91 Edgers,



Husqvarna Electric Blowers

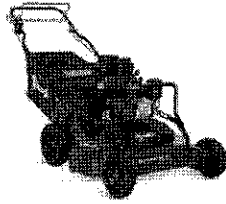


STIHL HT 31 Pole Pruners



SGD ENTERPRISES dba Four Seasons Landscaping
Request for proposals Compton Par 3 Golf Course Landscape Maintenance- 9/19/24

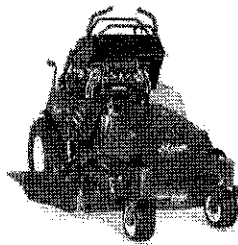
eXmark Commercial 30



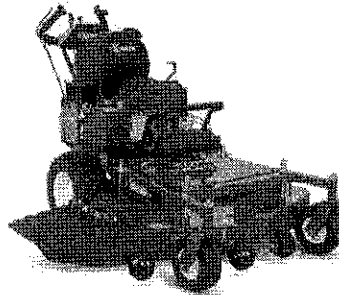
eXmark Commercial 21 V-Series (Electric)



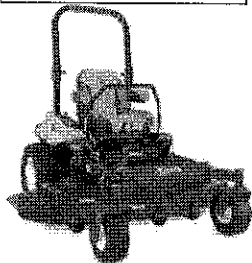
eXmark Staris E-Series



eXmark Turf Tracer, S-Series



eXmark Lazer S-Series 60"



eXmark Lazer X-Series 72"

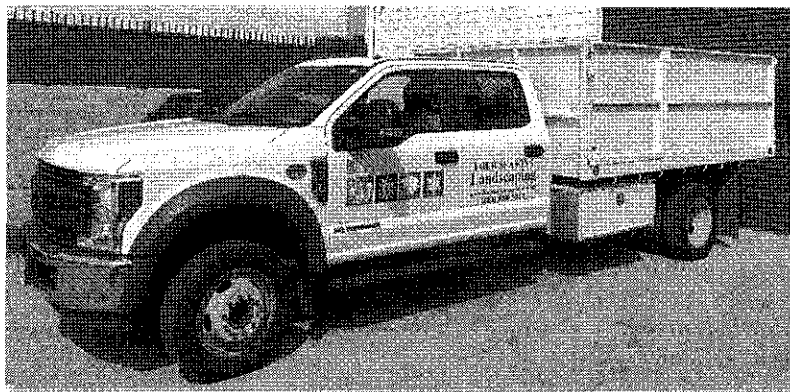


Ford Transit

F250



F550



Four Seasons will confirm with the City our inventory list prior to the start of the contract.

SGD Enterprises DBA Four Seasons Landscaping has reviewed the entire RFP to ensure that we have the full capacity to properly handle a contract of this size. Four Seasons Landscaping

understands the high level of quality that the City of Compton is requesting. The City of Compton consists of about 10 square miles of land. There is an approximate population of 95,000 residents. These residents deserve to have their city glisten all across their city. Additionally, the City offers a high level of police, fire, animal control, medical aid, building and safety, street lighting, zoning, housing and community development, street improvements and recreational programs.

In putting this RFP out to bid, the City is understandably looking to pair with a contractor that can ensure the highest level of service to maintain and exceed the already high-quality landscape maintenance.

Four Seasons Landscaping has a clear understanding of the scope of work to be done. It will include but will not be limited to maintenance services for the golf course. The contractor will also be responsible for landscape and maintenance. The contract also includes a high level of irrigation knowledge and the ability to maintain all the timers throughout the property and be responsible for fixing and maintaining the irrigation system.

In order to properly complete the scope of work, we believe we will need to have a minimum staff of 4 employees devoted to this contract. This will include 4 landscapers, 1 irrigator on call and 1 office project manager. Four Seasons will be able to provide ample office support to facilitate work in the field and coordination and communication with city staff. Further details on staffing will be discussed later in this proposal.

Mowing Crew: This crew will be responsible for mowing all turf in the contract. They will follow all the correct provisions of mowing required by this contract with the required mowers. We will use mulching mowers when possible. All blades will be sharpened every quarter to ensure the highest level of cutting. All grass clippings will be mulched. All warm turfgrasses will be cut at 2". Hybrid Bermuda will be cut at ¾". Cool season turfgrasses will be cut at 2" throughout the year. All mowers will be thoroughly cleaned prior to arrival on site. This crew will operate with ride on and walk-behind mowers. This crew will see to all turf care needs throughout the year as listed in the RFP to maintain beautiful and safe turf. Our staff is thorough trained to operate aerators, dethatchers, and all equipment needed for renovations.

Landscaping Crew: This crew will be responsible for maintaining all grounds. A big priority is to prevent weeds at all costs. This crew will be responsible for all maintenance related activities. All areas will be properly trimmed, pruned, edged, and weeded. Additionally, all hard surfaces will be inspected and maintained in clean condition. We will dispose of all trash or unwanted material. We will make sure the plants thrive and receive the proper amount of irrigation. All trees under 12 feet will be properly pruned according to ANSI 9000 standards. We will make sure no tree interferes with any right of way and gives all the proper clearances to pedestrians and vehicles. Additionally, all planter areas will be trimmed to maintain the most natural and healthy look while maintaining the neatness of the area. Weed control is a top priority. We implement all necessary steps of herbicide application to get rid of unwanted weeds throughout the year. We also will remove human/animal waste, glass, or any other objects that could be harmful to human life. Drainage will also be kept free of any obstruction and debris. These crews will make

sure to adhere to all safety protocols by wearing safety vests when working in the right of way. We will report any issues to the City when and if needed. Annual rose maintenance will be handled by this crew as well as seasonal fertilization.

Irrigator: This crew will be responsible for the irrigation systems in the areas. They will work hand in hand with our other crew to constantly be on top of the systems. The crew in the field will notify them immediately of any breaks in the system to which they will be immediately dispatched. We will have them visit all the controllers throughout the month and ensure that all the stations are being properly irrigated. Our irrigator will also be responsible for all irrigation management for this contract including but not limited to inspection of all the systems on a routine basis, adjusting all timers at the appropriate times and seasons, and making any necessary repairs. All systems will be shut off in preparation for upcoming inclement weather. We will ensure that there is always proper coverage to the system, minimum runoff, elimination of hazardous conditions and prevention of flood irrigation. Our teams will work by going timer to timer and checking for breaks in the system and ensuring that there is proper coverage.

Supervisor: We will have one supervisor who will oversee the entire process. He/she will make their rounds throughout the area visiting all the locations to ensure the maintenance is exceeding expectations. He/she will work with the crew leaders of each crew on training and safety. The supervisors will also work with the City representative in order to ensure that they are fully satisfied with the work being done. He/she will also prepare all daily and monthly reports and facilitate appropriate levels of communication.

Please note that if Four Seasons receives this contract award, we will be looking to add individuals to our team who are from the Compton area. We would love to work with individuals who want to take pride in helping their City look the best it can be. We will specifically try to hire individuals who have suffered job loss due to the pandemic or other recent problems.

Quality Control:

Four Seasons Landscaping adopts a family-oriented approach to our services. Each site we maintain is treated with the same level of dedication and excellence that we would provide for our own family members. This ensures that our clients receive the highest quality of service, reflecting the standards we would expect in our own backyard. The scope of this contract encompasses a wide array of assets, each requiring meticulous planning and personalized care. Our company owners personally oversee the execution of our services to ensure that every location receives the attention and expertise necessary to excel.

Four Seasons Landscaping's number one priority is safety. Our foremen and supervisors meet with their respective teams daily to ensure that everyone is following a strong code of safety. This includes all PPE and any related equipment. We train our employees how to handle all weather conditions and specifically the high heat conditions which are prevalent in Southern

California. We hold training sessions with all employees who will be handling and using any type of machinery so they will be properly trained to use it safely. All employees assigned to the project will always wear company uniforms with the company name and the name of the individual employee. We also train our employees how to properly employ the WATCH manual to safely work in a right of way with the proper traffic control.

As part of the performance of the work to be performed, Four Seasons Landscaping we will be operating out of a local office in Van Nuys. Our office is located at 14937 Delano St. Van Nuys, CA 91411. Our office representative will have full authorization to handle all calls during both normal hours and after hours and will have the resources to deal with the specific type of call. By having an office location in the county, we will be able to handle all calls and all situations in a very timely and efficient manner. We will ensure that we have a quick response time in the event of any notice of emergency. Our representatives will be available 24/7. We will also have representatives ready to perform an inspection with any City representative within notice.

Four Seasons maintains all permits and licenses necessary to perform this contract. We have the following licenses in good standing: C27/D49/C61. We also have all necessary qualified applicator licenses and all necessary pest control licenses. We also have arborists on staff who belong to the ISA. DIR# 1000594916.

We understand that this contract is extremely detailed and requires great attention to detail. Therefore, we will have appropriate and ample staff working to ensure this happens. We will have schedules written on a daily and monthly basis or more frequently if desired.

We want to keep the properties as clean as possible. Additionally, we will adhere to cleaning in compliance with every noise ordinance in place. Our goal is to contribute to making the property a beautiful place to live without disturbing any of the residents. We will aim to cause the least amount of disturbance while providing the highest level of service.

Rain or shine, Four Seasons Landscaping works. We know how to get the job done regardless of the elements and we will work with the weather conditions as they are. In extreme inclement weather we will communicate with the city that we will not perform any work that could put any of our crew in danger. We understand that drainage is crucial to ensure city sites are protected as much as they can from excessive water. We will work with the city to inspect known problematic areas.

As mentioned previously, our goal is to provide the highest level of service. Our specific levels of maintenance include turf, shrub, groundcover areas, drainage structures and hard surface areas. We include mowing, pruning/trimming of turf, shrubs, and groundcover. Weed control is a top priority. Our first method is to mechanically remove weeds and if that is not proving effective, we will then only speak to the city about chemical methods. We implement all necessary steps of herbicide application to get rid of unwanted weeds throughout the year. We also will remove human and/or animal wastes, glass, or any other objects that could be harmful to human life. Drainage will be kept free of any obstruction and debris. In regards to weed and pesticide control,

we will submit a list of all herbicides and pesticides we plan on using for the contract to the city. We will adhere to all labels and instructions of any chemical. Our biggest priority is to value the health and safety of the inhabitants of the City. All chemicals will be applied only at the specific and appropriate times. All spraying will be done by the applicator with Q.A.L.

Four Seasons Landscaping is well equipped to deal with all irrigation issues. We are knowledgeable about dealing with all types of sprinklers, rotors, hunters, valves, lateral lines, main lines, timers, meters, and backflows. We have irrigators who have been trained to fix any type of break in the system in a timely and efficient manner. Our irrigators will also be responsible for all irrigation management for this contract including but not limited to inspecting all the systems on a routine basis, adjusting all timers at the appropriate times and seasons, and making any necessary repairs. Due to our reputation in the industry, we have made many valuable relationships with wholesale irrigation distributors and can get parts at discounted prices. Our biggest priority will also be water conservation. We want to make sure ABSOLUTELY NO WATER IS WASTED. Any breaks in the system will be quickly repaired to prevent any loss of water. All systems will be shut off in preparation for any upcoming inclement weather. We will ensure that there is always proper coverage for the system, minimum runoff, elimination of hazardous conditions and prevention of flood irrigation.

All planter areas will be trimmed to maintain the most natural and healthy look while maintaining the neatness of the area. We will mow and prune all according to the necessary schedules outlined in the RFP. We will make sure no tree interferes with any right of way and provides all proper clearances for pedestrians and vehicles. In the appropriate seasons, we will add the proper fertilizer to all planter and grass areas.

We understand that the many residents call these areas home and taking care of all the grounds will be of utmost importance. Our goal is to make sure these lands shine. We want anyone who visits or lives here to be able to appreciate a fully cleaned and maintained property. We will follow all provisions of keeping a high attention to detail to necessary work illustrated in the RFP that not only keeps these facilities aesthetically beautiful as well as safe. Many of the grounds are surrounded by brush that will be abated to ensure a peace of mind throughout all seasons.

We appreciate The City of Compton's emphasis on the implementation and interpretation of delivering the highest product possible. We assure you that our team is well-equipped to deliver the quality results you require. At Four Seasons, we take great pride in adhering to industry standards and best practices. Our experienced landscapers are skilled and trained, ensuring that they possess the necessary knowledge and expertise to effectively implement and interpret the necessary work to be done. We are confident that our commitment to professionalism, adherence to industry standards, and dedication to customer satisfaction make us the ideal partner for your landscape work requirements.

In regards to customer service and quality control, we understand the importance of maintaining open lines of communication with our clients. We are committed to working closely with the City to develop a customized management plan that meets your specific needs. Our team will provide

regular updates on the landscaping and irrigation under our care and recommend appropriate actions to preserve the beauty of your landscape and the condition of your irrigation infrastructure.

Our safety protocol extends beyond the use of specific equipment. It encompasses comprehensive risk assessment, ongoing safety training, regular equipment maintenance, and adherence to local, state, and federal safety regulations. We promote a safety culture within our organization, emphasizing the importance of situational awareness, communication, and the empowerment of our team members to identify and mitigate potential hazards. Additionally, we carry comprehensive liability insurance coverage, including workers' compensation, to protect our employees, clients, and properties in the unlikely event of an incident. The safety of our team, your property, and the community is our utmost priority. By implementing rigorous safety protocols and maintaining a strong commitment to safety, we ensure a smooth and secure tree care process.

We prioritize customer satisfaction and aim to address any concerns or issues promptly and professionally.

1. Complaint Handling:

- We understand that complaints can arise from various sources, including the public. We have established a dedicated customer service department to effectively handle complaints.
- When a complaint is received, our customer service team diligently listens to the concerns, documenting all relevant details. We strive to respond promptly, usually within 24 hours, acknowledging the complaint and providing an estimated timeframe for resolution.
- We investigate the complaint thoroughly, working closely with the complainant to gather all necessary information. This may involve site visits, discussions with our team members involved in the project, and reviewing any supporting documentation or evidence.
- Once we have gathered all the facts, we take appropriate actions to address the complaint. This may include remedial measures, corrective actions, or communication to clarify any misunderstandings. We maintain open lines of communication with the complainant throughout the process, providing regular updates until the complaint is resolved to their satisfaction.

2. Damage Claim Handling

- While we take all necessary precautions to minimize the occurrence of damages, we understand that incidents can happen. If we receive a damage claim from a member of the public, we handle it with utmost care and professionalism.
- Upon receiving a damage claim, we promptly initiate an investigation to assess the validity of the claim. Our team gathers relevant information, including photographs, documentation, and witness statements, to determine the cause and extent of the alleged damage.

- We work closely with the claimant, maintaining open lines of communication and addressing any concerns they may have. We may also involve our insurance provider, if necessary, to ensure proper coverage and timely resolution.
- Once the investigation is complete, we provide a detailed response to the claimant, outlining our findings and proposed resolution. If the claim is determined to be valid, we take full responsibility and initiate the necessary actions to rectify the damage promptly and fairly.
- Throughout the process, we strive to maintain transparency, professionalism, and empathy when dealing with damage claims. Our goal is to reach a satisfactory resolution that addresses the concerns of the claimant and preserves our commitment to quality service.

We view complaints and damage claims as opportunities to learn and improve. We value feedback from the public and are committed to continuous improvement in our processes, training, and operations. By actively listening, investigating diligently, and responding appropriately, we aim to uphold our reputation for exceptional customer service.

We have a strong company landscaping and irrigation training program, as well as a safety training program, resources utilized plan, initial training plan, and continuing training plan. We recognize the importance of investing in the professional development of our team members to ensure their expertise, competence, and commitment to safety.

(1) Internal Landscaping and Irrigation Program:

- Our company places a strong emphasis on maintaining a highly skilled workforce. We have developed an internal landscape maintenance and irrigation training program to continually enhance the knowledge and skills of our team members.
- Our training program covers a wide range of topics, including mowing, pruning techniques, proper tree care practice, irrigation repairs, pest and disease management, and industry best practices.
- We have dedicated trainers who are experienced arborists themselves, providing comprehensive training sessions that blend theoretical knowledge with practical hands-on exercises.
- The training program includes both classroom-style sessions and field training, allowing our team members to gain practical experience in various tree care scenarios.
- We regularly review and update our training materials and curriculum to incorporate the latest research findings, industry advancements, and changes in regulations and safety standards.
- Our training program aims to foster a culture of continuous learning and professional growth, empowering our team members to deliver exceptional landscape maintenance services based on the most up-to-date practices in landscaping.

(2) Safety Training Program

- Safety is a fundamental pillar of our operations. We have developed a comprehensive safety training program to ensure that our team members are equipped with the knowledge and skills necessary to work safely in diverse environments.

- Our safety training program covers a wide range of topics, including hazard identification, proper use and maintenance of equipment, fall protection, electrical safety, personal protective equipment (PPE) usage, emergency response procedures, and traffic control measures.
- We utilize a combination of internal training resources, external safety training programs, and industry-specific safety guidelines and regulations to develop a robust training curriculum.
- Our initial training plan involves an intensive onboarding process for new team members, which includes comprehensive safety training specific to their roles and responsibilities. This ensures that they are well-prepared to work safely and effectively from the outset.
- We conduct regular safety training sessions and refreshers to reinforce safety protocols, provide updates on new safety practices, and address any emerging safety concerns or regulations.
- Our safety training program includes opportunities for hands-on practice, simulations, and scenario-based exercises to enhance practical skills and decision-making abilities in real-world situations.
- We maintain a record of all safety training completed by our team members, ensuring compliance with applicable regulations and demonstrating our commitment to ongoing safety education.

We view training and safety as a continuous process. We are committed to providing ongoing professional development opportunities to our team members, including participation in industry conferences, workshops, and specialized training courses. Our goal is to ensure that our team members are equipped with the latest knowledge, skills, and safety practices to deliver exceptional services while prioritizing their well-being and the safety of our clients and the public.

Four Seasons Landscaping carefully examined the entire RFP to ensure that we can perform the contract at the highest level of performance and customer satisfaction. We believe we have a plan, a methodology, the resources and the people and we will be able to achieve our goal of giving The City of Compton superior service.

Preliminary Work Schedule

See below a sample suggested work schedule with activities and their frequencies.

General Clean Up	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily
Weed Control	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily
Park Inspections	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily
Mowing	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Edging	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Shrub and Ground Cover Care	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Tree Care	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Shrub Care	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Drainage Maintenance	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Irrigation Maintenance	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Slope Care	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
Pest Management and Disease Control	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
Irrigation Inspection	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
Turf Fertilization	1X			1X						1X		
Rose Fertilization			1X		1X				1X			
Turf Aeration				1X						1X		
Dethatching							1X					
Overseeding				1X						1X		

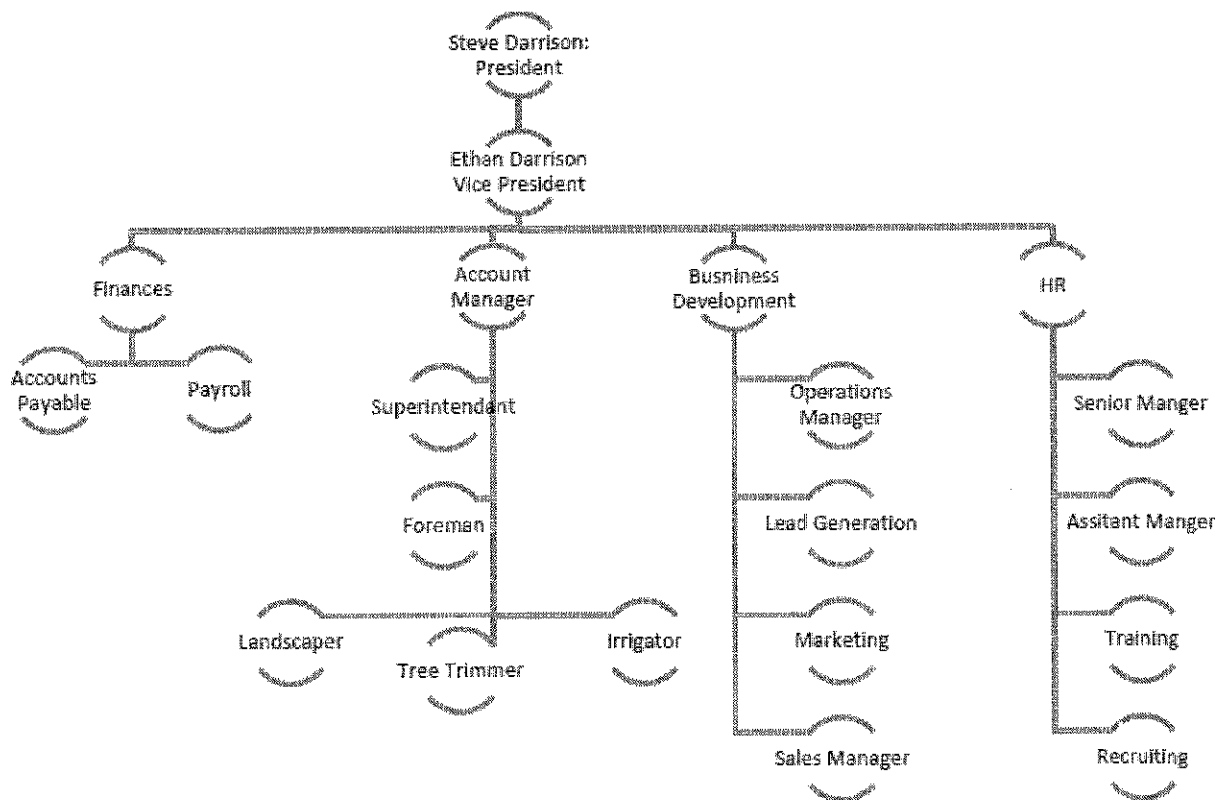
Section C. Project Team, Key Personnel and Resumes

SGD Enterprises DBA Four Seasons Landscaping is a family run business that was started in the late 1980's by Stephen Darrison. We are a C corporation. We were incorporated in California on 8/17/90. We service all aspects of landscaping including maintenance, tree trimming, irrigation, and landscaping upgrades. Our primary focus is landscaping for municipalities, apartment complexes, high-end residential, golf courses, cemeteries, schools, hotels, HOA's, commercial spaces and district-owned property. We work throughout the state of California with over 75 employees from San Diego to San Francisco. We are well equipped to do any type of landscaping job as we have been in the industry for over 37 years and have all the necessary experience, personnel, and equipment to handle anything landscaping-related. With over 30 vans in our fleet (including maintenance trucks, irrigation trucks, aerial trucks, and dump trucks), we can approach any situation correctly and safely. We have experienced diverse foremen and office staff who have been in the landscaping industry for over 30 years who have vast knowledge of maintenance, irrigation systems, installations, and tree trimming. A job such as this would be right up our alley. We annually do over 10 million dollars of business and have formed many long-term relationships with our clients.

We have no negative history or lawsuits to disclose.

Staff Chart

At the heart of our esteemed landscape company's structure lies a meticulously crafted staff chart, outlining the various roles and responsibilities within our organization. We recognize the significance of transparency and clarity, especially when collaborating with esteemed city agencies like yours. This chart below serves as a testament to our commitment to organized project management and exemplifies the collaborative spirit that defines our company culture. As you delve into the intricacies of our workforce, you will gain valuable insights into the expertise that propels our mission forward. Each team member plays a distinct and crucial role, contributing to the overall success of our endeavors. We are excited to share this staff chart as a reflection of our professionalism and dedication to delivering exceptional landscape solutions.



STEPHEN DARRISON

PRESIDENT & OWNER

SGD Enterprises dba Four Seasons Landscaping

EDUCATION Yeshiva University New York, NY BS, Finance LANGUAGES English Spanish SKILLS & KNOWLEDGE ▪ Comprehensive understanding of landscaping, tree maintenance and arboricultural practices ▪ Strong business acumen and strategic planning abilities ▪ Excellent leadership and team management skills ▪ Proficient in project management and resource allocation ▪ Dedicated to safety, compliance, and quality assurance ▪ Strong client relationship management capabilities	Stephen Darrison is a highly skilled and knowledgeable professional with over 37 years of experience in the landscaping and tree maintenance industry. As the founder, president, and owner of SGD Enterprises, he has played the leading role in establishing and expanding the company. He possesses a strong background in arboriculture, business management, and client relations. He is committed to delivering outstanding service, ensuring safety, and maintaining the highest standards of quality. PROFESSIONAL EXPERIENCE SGD Enterprises dba Four Seasons Landscaping Van Nuys, CA 1986 - Present <i>Founder, President & Owner</i> • Oversees all aspects of company operations, including strategic planning, business development, and project management. • Oversees financial management, budgeting, and resource allocation. • Provides leadership and guidance to a team of arborists and support staff, fostering a culture of excellence, safety, and professionalism. • Develops and maintains relationships with clients, ensuring exceptional customer service and satisfaction. • Drives business growth through effective marketing strategies and client acquisition initiatives • Ensures compliance with industry standards, applicable regulations, and safety protocols. • Maintains up-to-date knowledge of advancements in arboriculture, tree care practices and industry trends.
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EYTAN DARRISON

VICE PRESIDENT

SGD Enterprises dba Four Seasons Landscaping

EDUCATION Yeshiva University New York, NY BS, Finance LANGUAGES English Conversational Spanish SKILLS & KNOWLEDGE ▪ Comprehensive understanding of landscaping, tree maintenance and arboricultural practices ▪ Strong business acumen and strategic planning abilities ▪ Excellent leadership and team management skills ▪ Proficient in project management and resource allocation ▪ Dedicated to safety, compliance and quality assurance ▪ Strong client relationship management capabilities	Eytan Darrison is a dynamic and results-driven leader with extensive experience in tree maintenance and arboriculture. As the Vice President of SGD Enterprises, he plays a critical role in the strategic development and operational management of the organization. He has a strong background in arboriculture, business development and client relations. His commitment to excellence, safety and customer satisfaction is key to the company's success. PROFESSIONAL EXPERIENCE SGD Enterprises dba Four Seasons Landscaping Van Nuys, CA 2018-Present <i>Vice President</i> Responsibilities: • Collaborate with the executive team to develop and implement strategic initiatives, business plans and growth strategies. • Oversee the day-to-day operations of the company, ensuring efficient workflow, quality control and adherence to industry standards. • Lead and manage a team of professionals, providing guidance, training and support to foster a culture of collaboration, achievement and excellence. • Cultivate and maintain relationships with key clients, partners and stakeholders, ensuring outstanding customer service and satisfaction. • Drive business development efforts, including identifying new opportunities, cultivating leads and securing contracts. • Ensure compliance with safety regulations, industry standards and environmental guidelines. • Stay up-to-date with industry trends, advancements and best practices, incorporating all into company operations. • Collaborate with cross-functional teams to optimize resource allocation, enhance operational efficiency and achieve organizational goals.
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Key Staff

Luis Rangel (Head Supervisor): Head foreman. Luis has been with Four Seasons for over 20 years. He is responsible for overseeing all of the landscaping operations and assisting with training and quality assurance. He has full knowledge of landscape maintenance operations and planting. Address is 14937 Delano Street Van Nuys, CA 91411. Telephone number is 323-658-1047. His email is sgd@sgdent.com.

Ela Fernandez (Accounting): Oversees all financial activity for the company. Ela is responsible for all payroll processing reports, generating accounts receivable and payables, and focusing on prevailing wage requirements. Address is 14937 Delano Street Van Nuys, CA 91411. Telephone number is 323-658-1047. Her email is sgd@sgdent.com.

Jonathan Rosenberg (PEST Control and QAL): Jonathan holds the qualified applicator license and oversees all pest control. Address is 14937 Delano Street Van Nuys, CA 91411. Telephone number is 323-658-1047. His email is jrosenberg@sgdent.com.

Brian Peck (ISA Certified Arborist): Brian holds the arborist license and oversees all tree work. Address is 14937 Delano Street Van Nuys, CA 91411. Telephone number is 323-658-1047. His email is sgd@sgdent.com.

Andres Rivera (Irrigator): Head irrigator. Andres has been with Four Seasons for over 5 Years. He is responsible for overseeing all of the irrigation and assisting with training and quality assurance. He has extensive knowledge of maintenance, irrigation, tree trimming and planting. Address is 14937 Delano Street Van Nuys, CA 91411. Telephone number is 323-658-1047. His email is sgd@sgdent.com.

Alex Santizo (Business Development/Project Management): A.D.'s primary focus is on cultivating meaningful connections and nurturing partnerships with clients and government agencies. He facilitates the seamless initiation of projects and overseeing their efficient execution. Address is 14937 Delano Street Van Nuys, CA 91411. Telephone number is 323-658-1047. His email is AD@sgdent.com.

Minimum Staffing/ Crews

As mentioned previously, the minimum staffing that we feel is necessary is 4 individuals devoted to this contract. We believe that this is the only way to properly give the property the service that it needs. 4 of the crew will be devoted to landscaping maintenance, 1 of crew for irrigation on call, and 1 supervisor who will oversee the entire project. In addition, office staff will be dedicated to the success of this contract. The following is a brief discussion of how we anticipate our crew will operate:

Section E. References:

1. Arcadia Unified School District: Melinda Williams, Maintenance Manager. 150 S. 3rd Ave Arcadia, CA 91006 626-506-8585 mwilliams@ausd.net Job: Bid No. 500:22-23,

LANDSCAPING SERVICES FOR DISTRICT SITES. Four Seasons Landscaping was awarded a contract for \$401,000. Work includes full maintenance services and tree trimming at 14 school locations throughout Arcadia, CA. Contract is from 7/1/2022-6/30/2023. Extension year one was already renewed. Bonded 100%

2. City of Oxnard: Brandon Lopez, Project Manager, 805-393-3011, 305 W 3rd St, Oxnard, CA 93030. brandon.lopez@oxnard.org. Landscape services for CFD-5 Riverpark. Four Seasons was awarded the contract of \$1,085,414 annually. Work included maintenance of 7 parks, parkways, medians and detention basins throughout the property spanning over 300 acres. 11/9/2023-Ongoing.
3. City of Beverly Hills: Alley tree and weed abatement services. Colonel James Burnley, Solid Waste Manager, 310-285-2475. jburnley@beverlyhills.org. 345 Foothill Rd, Beverly Hills, CA 90210. Contracted with the City on a frequency of 2-3 times a year to service 260 alleys: Remove all vegetation growing on City property or in the public right-of-way in the alleys, including weed abatement. Trim all trees to a minimum vertical clearance of 15 feet minimum height and cut all trees, bushes and hedges protruding into public right-of-way back to the private property line. \$1,181,700. 3 year started 7/1/2023.

Section F. Offeror Understanding:

Four Seasons Landscaping agrees with all the terms of the standards of the city contract and complies with all of the insurance requirements. We agree with all the cities needs and any information deemed necessary.

Section G. Requirements

We are in full compliance with the requirements of this RFP.

Section H. Compliance with County Standard Contract Terms and Conditions

We agree with the city contract and have no problem entering into an agreement.

Section J. Payment Terms

We agree to net 30 payment terms.

Section I: Cost Proposal

Four Seasons offers very transparent pricing and makes sure it is as simple as possible for the City. To do the service as stated in the RFP the cost would be as follows:

Monthly Price: \$5700. This includes 52 visits to the facility.

Annual Price: \$68,400

The price above reflects pricing for year 1 of service. If the contract is renewed for an additional year, the rates will raise 4% per year to reflect CPI increases.

Additional Fees:

Extra Laborer- \$50 per hour

Extra Irrigator- \$65 per hour

Markup on materials- 18%

SGD ENTERPRISES dba Four Seasons Landscaping

Request for proposals Compton Par 3 Golf Course Landscape Maintenance- 9/19/24

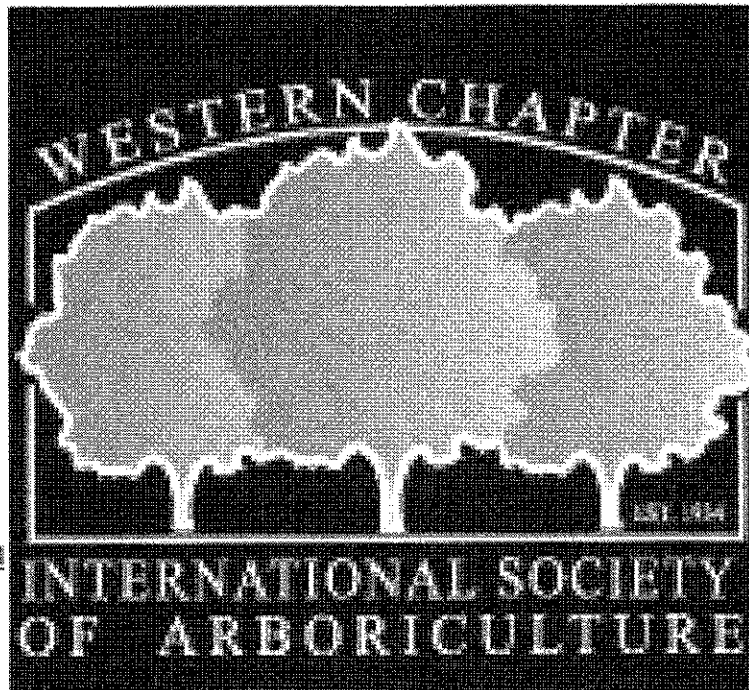
ADDITIONAL INFORMATION: LICENSES

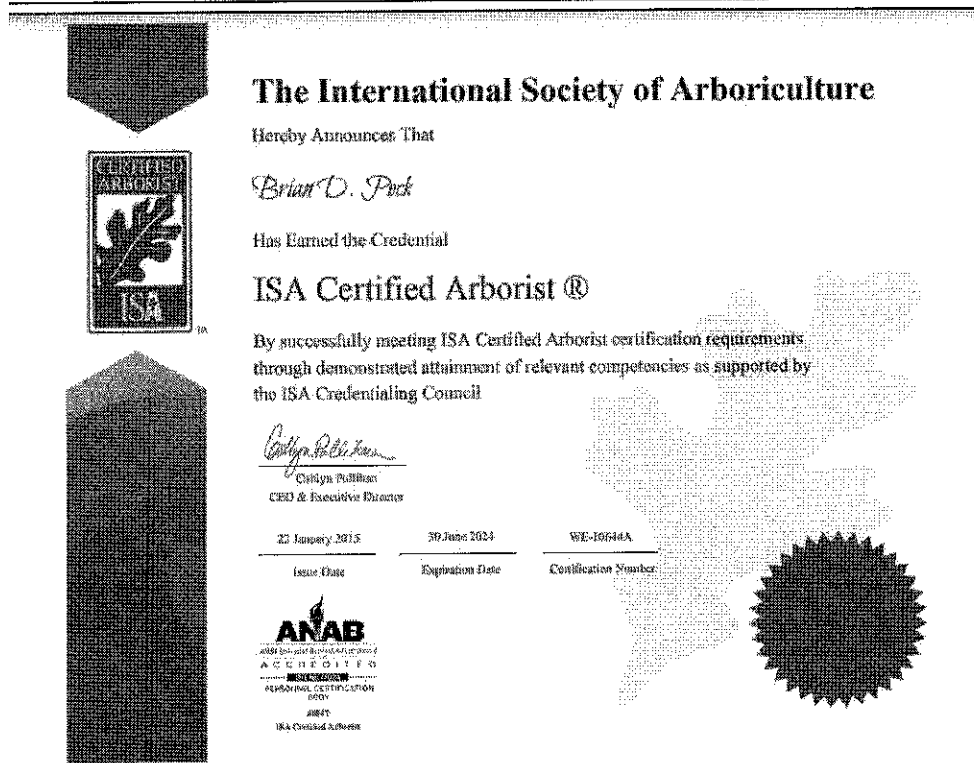
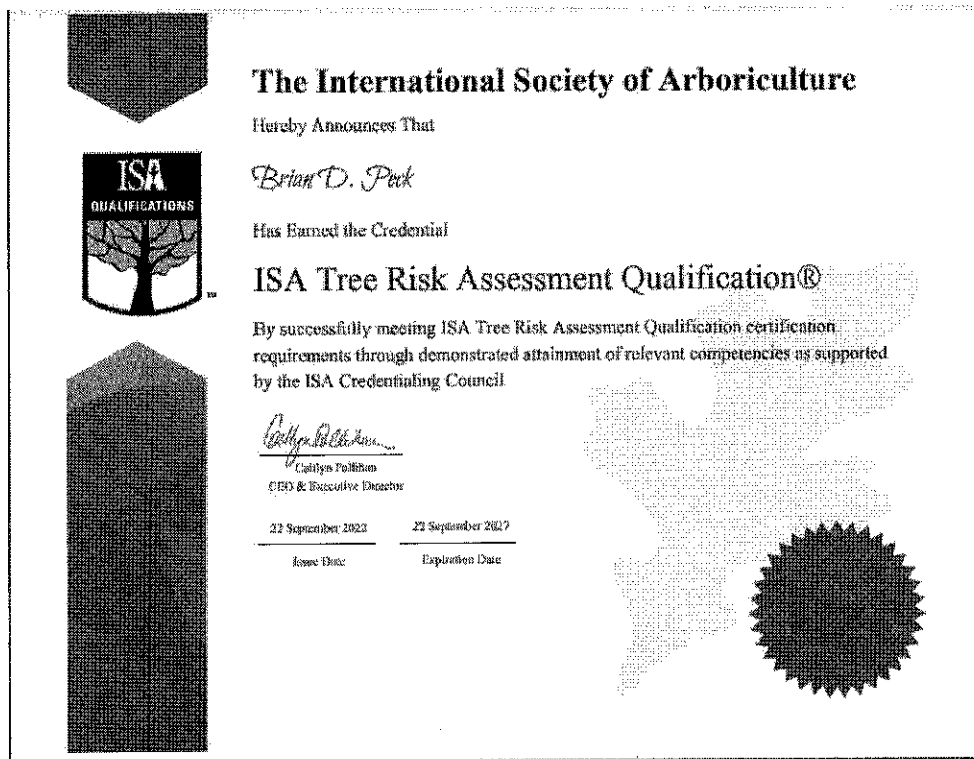
dpr		CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION	
		1901 I STREET SACRAMENTO, CALIFORNIA 95834	
ISSUED:	January 25, 2023	Pest Control Business - Main	
EXPIRES:	December 31, 2024	LICENSE	
		LICENSE NO. 11580	
		CUT 194	
		Invalid if destroyed and/or qualified person to inspect for expiration date.	
Mailing Address:		Business Location	
FOUR SEASONS LANDSCAPING 14937 DELANO ST VAN NUYS, CA. 91411		FOUR SEASONS LANDSCAPING 14937 DELANO ST VAN NUYS, CA 91411	
POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW			
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE			

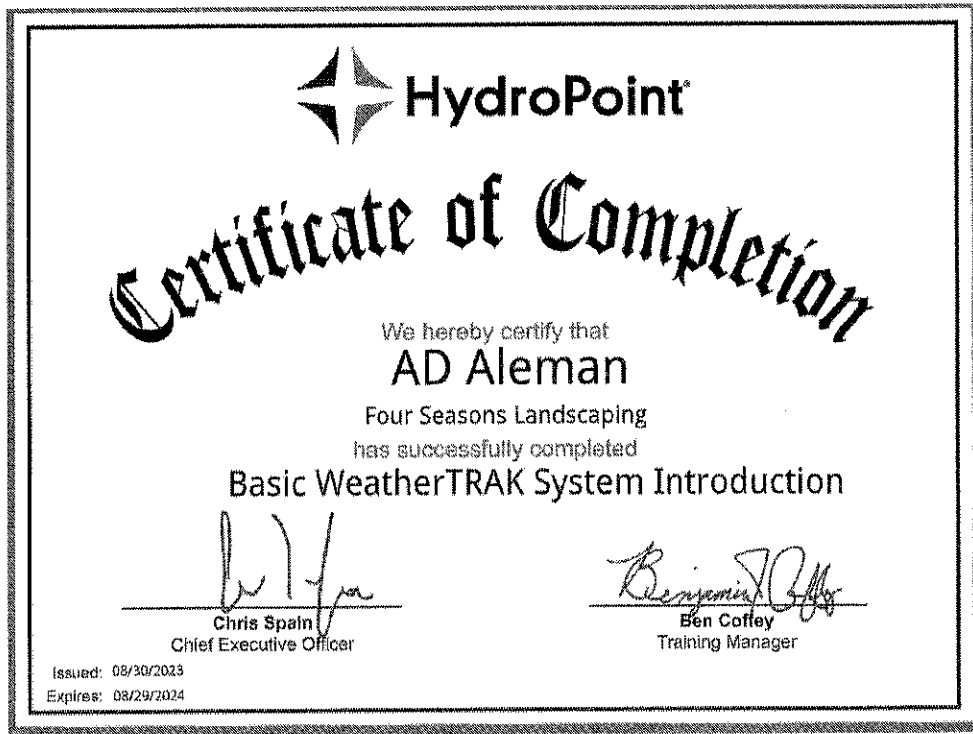
dpr	DEPARTMENT OF PESTICIDE REGULATION	
	LICENSING/CERTIFICATION PROGRAM	
	QAL	
	QUALIFIED APPLICATOR LICENSE	
LICENSE #: 146593	EXPIRES: 12/31/2025	
Categories: B	Issued: 3/1/2024	
JONATHAN ROSENBERG		
14937 DELANO ST VAN NUYS, CA 91411		
		
This License must be shown to any representative of the Director or Commissioner upon request		

SGD ENTERPRISES dba Four Seasons Landscaping

Request for proposals Compton Par 3 Golf Course Landscape Maintenance- 9/19/24

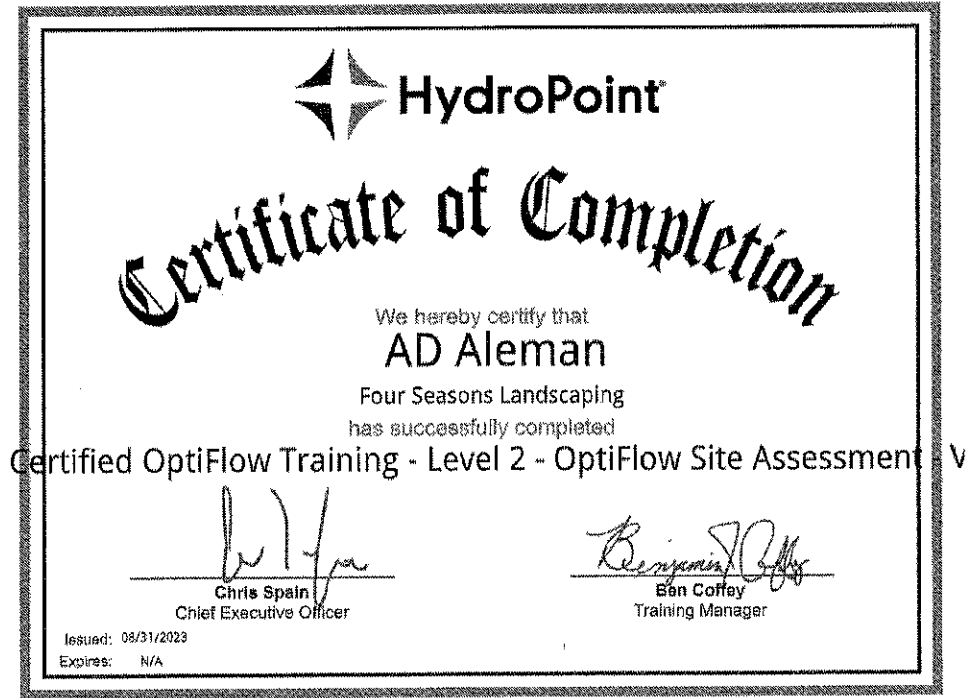






N/A







11030 Benwell Drive Unit M
(310) 948-9078
alberto@kbservicesntc.com

K.B SERVICES

Proposal

Prepared for:

City of Compton, Par 3 Golf Course

Prepared by:

Alberto Alejandre

alberto@kbservicesntc.com

19 September 2024

Section 1:

K.B Services is a family-owned and operated landscaping business. The President of the company, Alberto Alejandre, has over 30years of experience in the field. He holds a degree in horticulture, is a Certified Arborist and has a Qualified Applicator License.

Alberto's career began at a young age when he started working at the Cypress golf course. There, he discovered his passion for the field. K.B Services is a small company focused on providing high quality service to its customers. Currently has four full-time staff members.

We currently have an active contract maintaining four shopping centers in the valley, booking one full day of work for the crew. K.B Services is financially stable, owns a dump truck and two ride on mowers along with the necessary equipment to provide quality service.

Section 2:

Alberto has worked for local government municipalities for 25 years and has a clear understanding of the process and procedures to be followed. Recent works performed:

Manhattan Middle School- aerating and overseeding.

Will Rogers Park in the city of Westchester- aerating, seeding and fertilizing.

Section 3:

Clear and regular communication via e-mail.

Section 4:

Alberto Alejandre, owner and operator will always be on site. Previous experience as described above.

Section 5:

Labor Cost: \$640.00

Equipment Cost \$960.00

Transportation: \$280.00

Fuel Costs: \$120.00

Supervisor: \$308.00

Truck Cost: \$150.00

Overhead Costs: \$180.00

10% Profit: \$263.80

Weekly Total: \$2,901.00

Yearly Total: \$150,852.00

Section 6:

2--72-inch ride on mowers plus a 96-inch rotary mower.

String trimmers, blowers and pressure steam cleaner.

Section 7:

Alberto will be leading the task, assuring quality work is delivered on a weekly basis.

His extensive experience in the field will ensure the job is done safely, effectively and efficiently.



Manhattan Beach Middle School

February 4, 2025

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY CONTROLLER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER OF SEVENTY-FOUR THOUSAND FIVE-HUNDRED NINETY-THREE DOLLARS (\$74,593) FOR EADIE AND PAYNE'S INVOICES FOR PROVIDING NEEDED SERVICES BEYOND THE TERMS OF THE AGREEMENT.

SUMMARY

Staff is requesting that the City Council consider adopting a Resolution authorizing the City Manager to issue a Purchase Order for Seventy-Four Thousand Five-Hundred Ninety-Three Dollars (\$74,593) for invoices received from Eadie and Payne LLC. for providing needed services for the City beyond the terms of the agreement.

BACKGROUND

In accordance to Section 1419 of the Compton City Charter, the employment of a qualified accountant at the beginning of each fiscal year, who shall examine the books, records, inventories and reports of all officers and employees who receive, handle or disburse public funds and of such other officers, employees and departments as the City Council may direct, is to be completed.

In June 2023, Resolution No. 25,856 authorized the City Manager to accept the proposal of the Independent Auditor, Eadie and Payne LLC., and enter into a contract to provide the necessary services. *(Please see Attachment A for the Professional Services Agreement notating the services to be provided.)*

STATEMENT OF ISSUE

During the FY2021-2022 audit process, additional time and services beyond the agreement were needed. Eadie and Payne LLC. extended their services to ensure the City's needs were met.

For the FY2021-2022 audit, out of scope services including the following areas were obtained on an urgent basis:

**Staff Report – Resolution Authorizing Issuance of Purchase Order for Audit Services
Provided Outside of the Agreement (\$74,593)
Eadie and Payne, LLP
February 4, 2025**

- Preparation of Unaudited Financial Statements for required continuing financial bond-disclosures.
- Audit work on the City's newly implemented Cost Allocation Plan, which satisfied a State Auditor finding as well
- Additional rushed audit work on Payroll and Benefit transactions targeting areas of troubled staffing in the Controller's Dept
- Additional audit work regarding Process Walkthroughs of the Cash Receipts and Utility Billing cycles, including Utility Billing testing
- Additional audit work on past Fixed Asset transactions
- Additional Auditor/City staff meetings to speed up the audit process
- Additional audit work to obtain supporting documents for Section 8 program for the Single Audit

These additional needed services resulted in a balance due of \$51,024 for out of scope services for invoice #145502. A balance due of \$24,246 also existed from invoice #XXXX also resulting from the additional work mentioned above.

Therefore, the following invoices are outstanding:

<u>Invoice #'s</u>	<u>Invoice Date</u>	<u>Invoice Amount</u>
145386 A	9/9/2024	\$24,246
145502	10/7/2024	\$51,024

Please see attachment B for invoices

Currently, Purchase Order #23FY1086, which is used to cover the expenditures for the FY2021-2022 audit services, has a remaining balance of \$677. Staff is requesting that City Council authorize the City Manager to issue an additional Purchase Order for the amount of Seventy-Four-Thousand Five-Hundred Ninety-Three Dollars (\$74,593) for invoices received from Eadie and Payne LLC. for providing needed services for the City beyond the terms of the agreement.

FISCAL IMPACT

Funds for this expenditure are available within Account No.1001-650-000-4266 in the Fiscal Year 2024-2025 City Controller's Department Budget.

**Staff Report – Resolution Authorizing Issuance of Purchase Order for Audit Services
Provided Outside of the Agreement (\$74,593)
Eadie and Payne, LLP
February 4, 2025**

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

APPROVED FOR FORWARDING:

**SHARON RAHBAN NAVIZADEH
CITY CONTROLLER FORWARDED TO CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER OF SEVENTY-FOUR THOUSAND FIVE-HUNDRED NINETY-THREE DOLLARS (\$74,593) FOR EADIE AND PAYNE’S INVOICES FOR PROVIDING NEEDED SERVICES BEYOND THE TERMS OF THE AGREEMENT.

WHEREAS, in accordance to Section 1419 of the Compton City Charter, the employment of a qualified accountant at the beginning of each fiscal year, who shall examine the books, records, inventories and reports of all officers and employees who receive, handle or disburse public funds and of such other officers, employees and departments as the City Council may direct, is to be completed; and

WHEREAS, in June 2023, Resolution No. 25,856 authorized the City Manager to accept the proposal of the Independent Auditor, Eadie and Payne LLC., and enter into a contract to provide the necessary services; and

WHEREAS, During the FY2021-2022 audit process, additional time and services beyond the agreement were needed. Eadie and Payne LLC. extended their services to enure the City’s needs were met; and

WHEREAS, for the FY2021-2022 audit, out of scope services pertaining to the City’s bonds were needed. To assist with this matter, the City Controller solicited the services of Eadie and Payne LLC., resulting in a balance due of \$51,024 for out of scope services; and

WHEREAS, in addition to the services for the bonds, the duration for the FY2021-2022 audit services went beyond the estimated time allocation. Constant correction of errors led to the exhaustion of the estimated hours for audit services before the FY2021-2022 audit was complete. The additional time to complete the audit resulted in an additional \$24,246 invoice from Eadie and Payne LLC. for continued services provided; and

WHEREAS, the following invoices are outstanding:

<u>Invoice #'s</u>	<u>Invoice Date</u>	<u>Invoice Amount</u>
145386 A	9/9/2024	\$24,246
145502	10/7/2024	\$51,024

WHEREAS, Purchase Order #23FY1086, which is used to cover the expenditures for the FY2021-2022 audit services, has a remaining balance of \$677. Staff is requesting that City Council authorize the City Manager to issue an additional Purchase Order for the amount of Seventy-Four-Thousand Five-Hundred Ninety-Three Dollars (\$74,593) for invoices received from Eadie and Payne LLC. for providing needed services for the City beyond the terms of the agreement from account 1001-650-000-4266; and

WHEREAS, funds for this expenditure are available within Account No.1001-650-000-4266 in the Fiscal Year 2024-2025 City Controller’s Budget:

<u>Account Code</u>	<u>Account Name</u>	<u>Amount</u>
1001-650-000-4266	General Fund	\$74,593
	Controller’s Department	
	Other Professional Services	

WHEREAS, staff recommends the City Council to adopt the attached Resolution to authorize the City Manager to issue an additional Purchase Order for the amount of Seventy-Four-Thousand Five-Hundred Ninety-Three Dollars (\$74,593) for invoices received from Eadie and Payne LLC. for providing needed services for the City beyond

the terms of the agreement.; and

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 an additional Purchase Order for the amount of Seventy-Four-Thousand Five-Hundred Ninety-Three Dollars (\$74,593) for invoices received from Eadie and Payne LLC. for providing needed services for the City beyond the terms of the agreement from account 1001-650-000-4266.

SECTION 2. That funds for this expenditure are available within Account No.1001-650-000-4266 in the Fiscal Year 2024-2025 City Controller's Budget:

<u>Account Code</u>	<u>Account Name</u>	<u>Amount</u>
1001-650-000-4266	General Fund	\$74,593
	Controller's Department	
	Other Professional Services	

SECTION 3. That a duly copy of the Resolution shall be filed with the offices of the City Manager, City Clerk, City Attorney, and City Controller.

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

ADOPTED this _____ day of _____, 2025.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2025.

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
EADIE & PAYNE, LLP
CERTIFIED PUBLIC ACCOUNTANTS**

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 Willow brook Avenue, Compton, California 90220, and **EADIE & PAYNE, LLP**, a California Certified Public Accounting firm (hereinafter referred to as " **INDEPENDENT AUDITOR**"), located at 3880 Lemon Street, Suite 300, Riverside, CA 92501.

RECITALS:

WHEREAS, Section 1419 of the Compton City Charter provides for the employment of a qualified accountant at the beginning of each fiscal year who shall examine the books, records, inventories and reports of all officers and employees who receive, handle or disburse public funds and of such other officers, employees and departments as the City Council may direct; and

WHEREAS, the City needs to employ the services of a qualified and experienced Independent Auditor (Certified Public Accounting firm) to audit the City's Annual Financial Statement Reports for Fiscal Years ending June 30, 2022, 2023 and 2024 and to perform the Single Audits (audits of federal grants) for the Fiscal Years ended June 30, 2022, 2023, and 2024; and

WHEREAS, by Resolution No. 25,856 adopted on the 27th day of June 2023, the City Council authorized the City Manager to accept the proposal of the Independent Auditor and enter into a contract to provide the necessary services; and

WHEREAS, Independent Auditor (Eadie & Payne, LLP) represents that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

WHEREAS, Independent Auditor is willing to render such professional services subject to the terms and conditions set forth in this Agreement.

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

AGREEMENT:

1. Services to be rendered by Independent Auditor. It is the mutual understanding of the parties that the Independent Auditor shall perform and be responsible for rendering the following professional auditing services

- Basic Financial Statements — audit of the City's basic financial statements for Fiscal Year ending June 30, 2022, for Fiscal Year ending June 30, 2023 and for Fiscal Year ending June 30, 2024, to include audit of the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information with an option to extend for two more years. And for the years then ended, and the related notes which collectively comprise the City's basic financial statements.

1. In addition, the Independent Auditor will conduct compliance audit over major federal award programs for the periods ended June 30, 2022, June 30, 2023, and June 30, 2024,
2. Furthermore, the Auditor will perform agreed upon procedures pertaining to the City's GANN limit, Measure P financial statements and compliance with Measure P requirements, and compliance with Bond Covenant requirements. Audit shall be performed in accordance with auditing standards generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board (GASB).
3. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audits of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audits are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that certain Required Supplementary Information (RSI), such as management's discussion and analysis (MD&A) and budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis;
- Schedules of Changes in Net Pension Liability and Related

Ratios;

- Schedule of Proportionate Share of the Net Pension Liability and Related Ratios; Schedule of Plan Contributions;
- Schedule of Changes in Net OPEB Liability and Related Ratios; Schedule of contributions – OPEB; and Notes to required supplementary information.
- General Fund and Major Fund Budgetary Comparison Schedules;

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Schedule of Expenditures of Federal Awards Individual and combining fund financial statements.

Also, the document to be submitted will include the following other additional information that will be subjected to the auditing procedures applied in our audit of the financial statements:

- Combining Balance Sheet – Non-major Governmental Funds
- Combining Statement of Revenues, Expenditures, and Changes in Fund Balances Non-major Government Funds.
- Combining Statement if Net Position – Internal Service Funds
- Combining Statement if Revenues, Expenses, and Changes in Net Position – Internal Service Funds Combining Statement of Cash Flows – Internal Service Funds

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

- Financial and compliance audits in accordance with provisions of U.S. Office of Management and Budget (OMB) Circular A-133 (Single Audit of federal grants for six major programs) and related compliance supplements for Fiscal Years ending June 30, 2022, June 30, 2023, and June 30, 2024.

Independent Auditor acknowledges that in entering into this Agreement, the City is relying on Independent Auditor's special skills and experience to do and perform the services in accordance with best standards of professional practice.

Independent Auditor services hereunder shall be performed in a good, workmanlike and professional manner. Independent Auditor shall be responsible for correcting and completing all errors and omissions related to the services provided by the Independent Auditor 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 Independent Auditor to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Independent Auditor from these obligations.

Independent Auditor will be responsible for employing or engaging all persons necessary to perform the services. All of Independent Auditor's staff will be qualified by training and experience to perform their assigned tasks. Independent Auditor 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.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an

opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and Government Auditing Standards does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the City Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists.

The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and

- e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
17. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
18. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
19. For acceptance of non-attest services, including identifying the proper party to oversee non-attest work;
20. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
21. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance; 22. For the accuracy and completeness of all information provided;
23. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
24. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Agreed Upon Procedures

An agreed-upon procedures engagement is solely for the purpose of reporting our findings regarding the results of the procedures performed as compared to the criteria pursuant to the law, regulation, or contract requiring the agreed-upon procedures engagement. Prior to the commencement of the engagement, we will agree on the procedures to apply. Prior to the completion of the engagement, you agree to provide us with written agreement and acknowledgement that the procedures performed are appropriate for the intended purpose of the engagement.

We will conduct our engagement in accordance with the attestation standards for agreed-upon procedures engagements established by the AICPA. We are responsible for carrying out the procedures and reporting findings in accordance with these standards. We have no responsibility to determine the differences between the procedures to be performed and the procedures that we would have determined to be necessary had we been engaged to perform another form of attestation engagement.

Our report will list the procedures performed and our findings. Our report will be addressed to the City and will be intended for use by and restricted to the use of the specified parties as identified above. Our report will contain such restricted-use language.

Should we have any reservations with respect to the subject matter, we will discuss them with you before the report is issued. We have no responsibility to update our report for events and circumstances occurring after the date of our report.

As part of our engagement, we will request from management, written confirmation concerning representations made to us in connection with the agreed upon procedures. You agree to provide such confirmation.

Non-attest Services

With respect to any non-attest services we perform (i.e.)

- Prepare the basic financial statements of the City in conformity with U.S. generally accepted accounting principles based on information provided by you.
- Assist in the preparation of the Schedule of Expenditures of Federal Awards.)

We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the non-attest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The non-attest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that

could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the City with regard to tax positions taken in the preparation of the tax return, but the City must make all decisions with regard to those matters.

Other Matters

The timing of our audit will be scheduled for performance and completion as mutually agreed-upon with management.

Eden C. Casareno is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Eadie and Payne, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every month weeks and are payable upon presentation. Our fees for fiscal years 2022, 2023 and 2024 are stated in the Summary of Professional Fees and Expenses as shown in appendix A. We will notify you immediately of any circumstances we encounter that could significantly affect this fee. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and nonfinancial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of Eadie and Payne, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Eadie and Payne, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgement, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

2. **Duration of Contract.** Independent Auditor agrees to commence the services provided for herein on Notification to Proceed from the City and continue in a diligent and professional manner until the services to be rendered are complete, unless terminated as provided herein.

Independent Auditor will generally adhere to deliverable timelines set forth by the City or otherwise agreed to by the parties provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Independent Auditor'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, Independent Auditor's officers or employees.

Independent Auditor acknowledges the importance to City of the 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 Independent Auditor's performance must be governed by sound practices. Independent Auditor 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 in a not to exceed total contract as specified in Appendix (A) below. The total price paid the Independent

Auditor will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Independent Auditor, 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 Independent Auditor and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City.

If Independent Auditor 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 herein.

Independent Auditor 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 Independent Auditor is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the City Controller at the following address: City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.

In the event of termination, the Independent Auditor shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any non-cancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Independent Auditor'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. **Independent Contractor Status.** Independent Auditor, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Independent Auditor"), will perform the services in Independent Auditor's own way and pursuant to this Agreement as an independent contractor and in pursuit of Independent Auditor's independent calling, and not as an employee of the City. The persons used by Independent Auditor to provide the services under this Agreement will not be considered employees of the 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 Independent Auditor, except as expressly set forth in this Agreement. Independent Auditor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Independent Auditor shall not at any time or in any manner, represent that Independent Auditor is in any manner officers, employees, agents or volunteers of the City. Independent Auditor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Independent Auditor expressly waives any claim to such rights.

The payment(s) made to Independent Auditor pursuant to the Agreement will be the full and complete compensation to which Independent Auditor is entitled. City will not make any federal or state tax withholdings on behalf of Independent Auditor or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Independent Auditor or its employees or subcontractors. Independent Auditor 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 Independent Auditor or any agent, employee, or contractor of Independent Auditor 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 Independent Auditor.

5. **Successor Agency Assignment and Delegation.** City and the Independent Auditor 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 Independent Auditor are material considerations for this Agreement. Independent Auditor shall not assign or transfer any interest in this Agreement or the performance of any of Independent Auditor's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Independent Auditor's rights, duties or obligations arising under this Agreement shall be null and void.

6. **Nondiscriminatory Employment Practices.** During the performance of this Agreement, the Independent Auditor 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. Independent Auditor 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 Independent Auditor agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this nondiscrimination clause.

In the event of the Independent Auditor'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.

7. **Subcontracting.** Independent Auditor's services are unique and personal. Except as may be specified in Independent Auditor's Proposal and agreed to by the City, Independent Auditor will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Independent Auditor subcontracts any of the services, Independent Auditor will be fully responsible to City for the acts, errors and omissions of Independent Auditor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Independent Auditor is for the acts and omissions of persons directly employed by Independent Auditor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Independent Auditor and City. Independent Auditor will be responsible for payment of subcontractors. Independent Auditor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Independent Auditor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. **Other Independent Auditors.** The City reserves the right to employ other Independent Auditors in connection with the services.

9. **Indemnification.** Independent Auditor shall indemnify, defend and hold harmless the City, its authorized officers, employees, agents and volunteers from any and against, all claims, damages, losses and expenses, including reasonable attorney's fees and court costs to the extent resulting from or arising out of the negligent, reckless or willful misconduct of the Independent Auditor and/or any of its partners,

employees, sub consultants, 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 Insurance.

10. **Insurance:** Without limiting the Independent Auditor's indemnification of the City, Independent Auditor 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 Independent Auditor or Independent Auditor'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 Independent Auditor 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.

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

10.1 **Commercial General Liability Insurance.** \$1,000,000.00 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.

10.2 **Workers' Compensation and Employer's Liability.** A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code or by any other state, and which specifically covers all persons providing services by or on behalf of the Auditor, and risks to such persons under this Agreement.

10.3 **Professional Liability.** Errors and omissions liability appropriate to Independent Auditor's profession with limits as prescribed by the law. 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, Independent Auditor 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 insured's" with respect to liability arising out of the activities of the Independent Auditor. 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, Independent Auditor 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.

11. **Permits and Licenses.** Independent Auditor, 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 Independent Auditor. Upon execution of this Agreement, the Independent Auditor shall show evidence of a business license permit in conformance with Section 9-1.2 of the Compton Municipal Code Warranties Independent Auditor represents and warrants (i) that Independent Auditor has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Independent Auditor'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 Independent Auditor will not use in the performance of his/her responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Independent Auditor has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

12. **Warranties.** Independent Auditor represents and warrants (i) that Independent Auditor has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Independent Auditor's undertaking this relationship with the 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 Independent Auditor will not use in the performance of his/her responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Independent Auditor has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

13. **General Compliance with Laws.** Independent Auditor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Independent Auditor, or in any way affect the performance of the services by Independent Auditor. Independent Auditor 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. In the event the Independent Auditor encounters any conflict between such laws and ordinances, Independent Auditor shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

14. **Termination.** In the event of the Independent Auditor's failure to execute, deliver, or perform the services, after giving written notice of default and two (2) weeks to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Independent Auditor in writing. Independent Auditor 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 the City and of the percentage of work that Independent Auditor has performed which is usable and of worth to the 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 Independent Auditor, whether located at the project site, at Independent Auditor's place of business, or at the offices of a subcontractor.

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Independent Auditor will assemble the work product without charge and put it in order for proper filing and closing and deliver

it to City. Independent Auditor 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.

15. **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 Independent Auditor), 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.

16. **Covenants Against Contingent Fees.** Independent Auditor warrants that Independent Auditor has not employed or retained any company or person, other than a bona fide employee working for Independent Auditor, to solicit or secure this Agreement, and that Independent Auditor 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.

17. **Certifications.** The Independent Auditor, 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.

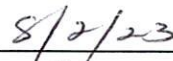
[Attach separate page]

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.



Edén C. Casareno, Partner



Date

18. **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.

19. **Testimony.** Independent Auditor will testify at City's request if litigation is brought against City in connection with Independent Auditor's services under this agreement. Unless the action is brought by Independent Auditor, or is based upon Independent Auditor's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Independent Auditor will compensate Independent Auditor for time spent in preparation for testimony, testimony, and travel at Independent Auditor's standard hourly rates at the time of actual testimony.

20. **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.

21. **Authority.** The individuals executing this Agreement and the instruments referenced in it on behalf of Independent Auditor each represent and warrant that they have the legal power, right and actual authority to bind Independent Auditor to the terms and conditions of this Agreement.

22. **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.

23. **Amendments.** This Agreement may be modified or amended only by written document executed by both Independent Auditor 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.

24. **Confidentiality.** All documents, reports, information, data, and exhibits prepared or assembled by Independent Auditor in connection with the performance of the services pursuant to the Agreement are

confidential until released by the City to the public, and the Independent Auditor will not make any of these documents or information available to any individual or organization not employed by the Independent Auditor or the City without the written consent of the City before any such release.

25. **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.

26. **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 the Independent Auditor:

**EADIE AND PAYNE, LLP
3880 Lemon St, Ste. 300
Riverside, Ca 92501
P. O. Box 1529
Riverside, Ca 92502-1529
951-241-7800**

To City:

**CITY OF COMPTON
205 S Willowbrook Avenue
Compton, CA 90220
Attn: Sharon Rahban, City Controller
310-605-5576
310-764-5897 –fax**

Copy to:

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

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

27. **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.

Appendix A
Summary of Professional Fees and Expenses

FY 2022 Audits	Total Hours	Hourly Rate US\$	Amount US\$
Partners/Senior Manager	220	\$ 250	\$ 55,000
Manager	320	\$ 180	\$ 57,600
Supervisory Staff	390	\$ 130	\$ 50,700
Staff	375	\$ 90	\$ 33,750
Other (Clerical)	20	\$ 80	\$ 1,600
Subtotal	1,325		\$ 198,650
Out of Pocket Expenses			
Mileage, hotel, meals, printing			\$ 5,270
Total All-Inclusive Maximum Price for the Services			\$ 203,920
FY 2022 AUP & Ongoing Consultation	Total Hours	Hourly Rate US\$	Amount US\$
AUP - Investment Policy	30	\$ 161	\$ 4,830
AUP - Gann Limit	5	\$ 136	\$ 680
AUP - Measure P	90	\$ 135	\$ 12,150
AUP - Bond Covenants	15	\$ 156	\$ 2,340
Ongoing Consultation	65	\$ 188	\$ 12,220
TOTAL FOR ADDITIONAL SERVICES	205		\$ 32,220

(1) Ongoing Consultation include assistance with FASS-PH certification and communication with State Controller's Office, State Auditor, and other agencies, as requested.

If assistance is requested for GASB 87 & 96 implementation, the related fees will be based on the number of leases and SBITA.

Y 2023 Audits	Total Hours	Hourly Rate US\$	Amount US\$
Partners/Senior Manager	200	\$ 255	\$ 51,000
Manager	290	\$ 185	\$ 53,650
Supervisory Staff	350	\$ 133	\$ 46,550
Staff	330	\$ 92	\$ 30,360
Other (Clerical)	20	\$ 82	\$ 1,640
Subtotal	1,190		\$ 183,200
Out of Pocket Expenses			
Mileage, hotel, meals, printing			\$ 5,056
TOTAL ALL-INCLUSIVE MAXIMUM PRICE FOR THE SERVICES			\$ 188,256

FY 2023 AUP & Ongoing Consultation	Total Hours	Hourly Rate US\$	Amount US\$
AUP - Investment Policy	25	\$ 162	\$ 4,050
AUP - Gann Limit	5	\$ 138	\$ 690
AUP - Measure P	80	\$ 137	\$ 10,960
AUP - Bond Covenants	15	\$ 158	\$ 2,370
Ongoing Consultation	50	\$ 189	\$ 9,450

Professional Services Agreement –Eadie & Payne, LLP
City-wide Financial Auditing Services (Fiscal Years Ended June 30, 2022, 2023, 2024)
City Controller/Resolution No. 25,856

TOTAL FOR ADDITIONAL SERVICES	175		\$ 27,520
FY 2024 Audits	Total Hours	Hourly Rate US\$	Amount US\$
Partners/Senior Manager	180	\$ 260	\$ 46,800
Manager	260	\$ 190	\$ 49,400
Supervisory Staff	320	\$ 138	\$ 44,160
Staff	300	\$ 95	\$ 28,500
Other (Clerical)	20	\$ 84	\$ 1,680
Subtotal	1,080		\$ 170,540
Out of Pocket Expenses			
Mileage, hotel, meals, printing			\$ 4,844
TOTAL ALL-INCLUSIVE MAXIMUM PRICE FOR THE SERVICES			\$ 175,384

FY 2024 AUP & Ongoing Consultation	Total Hours	Hourly Rate US\$	Amount US\$
AUP - Investment Policy	25	\$ 167	\$ 4,174
AUP - Gann Limit	5	\$ 142	\$ 710
AUP - Measure P	80	\$ 141	\$ 11,280
AUP - Bond Covenants	15	\$ 162	\$ 2,430
Ongoing Consultation	50	\$ 195	\$ 9,750
TOTAL FOR ADDITIONAL SERVICES	175		\$ 28,344



CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

111 E. Victoria Street 2nd Floor, Santa Barbara, CA 93101, (805) 962-9175, Fax: 1 (805) 880-0350,
www.mcgowan.com

Report on the Firm's System of Quality Control

July 24, 2019

To the Partners of Eadie & Payne, LLP and the Peer Review Committee of California Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Eadie & Payne, LLP (the firm) in effect for the year ended April 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* including a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Eadie & Payne, LLP in effect for the year ended April 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency (ies) or fail. Eadie & Payne, LLP has received a peer review rating of pass.

McGowan Guntermann



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

EADIE & PAYNE
INDEPENDENT AUDITOR

Dated: 8/2/23

By Eden C Casareno

Eden C. Casareno, C.P.A., Partner

CITY OF COMPTON
Recommended for Approval:

By Sharon Rahban
Sharon Rahban, City Controller

Dated: 8-14-23

Approved by:

Dated: 8/30/23

By Jerry Groomes
Jerry Groomes, City Manager

Approved as to form:

By Eric Perrodin
Eric Perrodin, City Attorney
for

Dated: 8/29/23

ATTEST:

Dated: 8/30/23

By Vernell McDaniel
Vernell McDaniel, City Clerk
FOR:





RESOLUTION NO. 25,856

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR
PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A
PURCHASE ORDER FOR EADIE AND PAYNE, LLP TO AUDIT THE CITY'S
FINANCIAL STATEMENTS (\$236,140)**

WHEREAS, section 1419 of the City Charter of the City of Compton provides for the employment of a qualified accountant at the beginning of each fiscal year, who at such time or times as may be specified by the City Council shall examine the books, records, inventories and reports of all officers and employees who receive, handle or disburse public funds and of such other officers, employees and departments (the audit) as the City Council may direct; and

WHEREAS, an annual audit is also required to satisfy Federal legislation, state regulations, grants requirements, bonds covenants and other applicable regulations; and

WHEREAS, a Certified Public Accountant (C.P.A.) is needed to conduct an independent Financial Statement and Single Audit of the City for the Fiscal Years ended June 30 2022, June 30 2023 and June 30 2024.

WHEREAS, Municipal Code § 4-11.7(d) Exceptions to Competitive Bidding Requirements states

"Except as otherwise provided in Section 1409 of the City Charter, state or federal law, the competitive bidding requirements of this section shall not apply in the following circumstances:

(d) any contract for professional services; such as, but not limited to, attorneys, physicians, architects, engineers, consultants, accountants, specialized printers or other individual organizations possessing a high degree of professional, unique, specialized or technical skill or expertise. Selection of professional services providers shall be on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required at a fair and reasonable price."

WHEREAS, although a permitted exception to competitive bidding requirements existed due to the need of the professional services of an accountant, a Request for Proposal (RFP) was still issued in order to expand the pool of possible candidates.

WHEREAS, the City performed a competitive bidding process for the selection of a qualified Accountant to carry out the above required audit in line with the City Charter and other applicable legislation and contractual requirements; and

WHEREAS, during the Audit Committee meeting on March 28, 2022, the Audit Committee (as approved by the City Council per resolution number 25,220), requested staff to publish a Request for Proposal for Certified Public Accountants to conduct an independent Financial Statement and Single Audit of the City for the Fiscal Years ended June 30 2022, June 30 2023 and June 30 2024.

WHEREAS, two firms were involved in the bidding process who were independently evaluated and scored by the Audit Committee members; and

1 **WHEREAS**, Eadie and Payne, LLP, was selected because it demonstrated that it is
2 specifically trained, experienced, competent, and has the resources to provide such
3 services as required by the Agreement; and

4 **WHEREAS**, the fiscal impact of this agreement will be a total cost not to exceed Six-
5 Hundred Fifty-Five Thousand Six-Hundred Forty-Four dollars (\$655,644); and

6 **WHEREAS**, funds are already appropriated in this account in the amount of Two-
7 Hundred Thirty-Six-Thousand One-Hundred-Forty Dollars (\$236,140.00) in the City
8 Controller's Department FY2022-2023 Budget for the first year of the contract; and

9 **WHEREAS**, a purchase order is being requested to be opened in the amount of Two-
10 Hundred Thirty-Six-Thousand One-Hundred-Forty Dollars (\$236,140.00) from account
11 number 1001-650-000-4266, General Fund, City Controller Department, Contract Services
12 Expense Account.

13 **WHEREAS**, it is recommended that the City Council authorize the City Manager to
14 enter into an agreement with Eadie and Payne, LLP to provide audit services for the stated
15 multiple Fiscal Years and to issue a Purchase order for the service.

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

18 **SECTION 1.** That the City Manager is hereby authorized to enter into a professional
19 services agreement between the City of Compton and Eadie and Payne LLP, upon the advice
20 of the City Attorney, to conduct professional audit services for the Fiscal Years ended June
21 30, 2022, June 30, 2023, and June 30, 2024 in the amount of Six-Hundred Fifty-Five
22 Thousand Six-Hundred Forty-Four dollars (\$655,644).

23 **SECTION 2.** That funds in the amount of Two-Hundred Thirty-Six-Thousand One-
24 Hundred-Forty Dollars (\$236,140.00) are available in the City Controller's Department budget
25 for the Fiscal Year 2022-2023 in account number 1001-650-000-4266

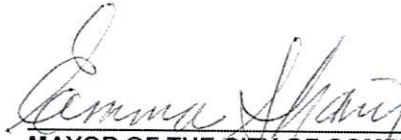
26 **SECTION 3.** That a purchase order shall be issued to Eadie and Payne from Account
27 Number 1001-650-000-4266 in the amount of Two-Hundred Thirty-Six-Thousand One-
28 Hundred-Forty Dollars (\$236,140.00).

29 **SECTION 4.** That funds will be allocated and a purchase order generated for the
30 services provided under the Eadie and Payne LLP Agreement from future approved City
31 budgets.

32 **SECTION 5.** That a copy of this Resolution shall be filed in the offices of the City
Clerk, City Attorney, City Manager, and City Controller.

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

ADOPTED this 27th day of JUNE, 2023.


MAYOR OF THE CITY OF COMPTON

ATTEST:


CITY CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this 27th day of JUNE, 2023.

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

AYES: COUNCILMEMBERS DUHART, SPICER, BOWERS, DARDEN, SHARIF
NOES: COUNCILMEMBERS - NONE
ABSTAIN: COUNCILMEMBERS - NONE
ABSENT: COUNCILMEMBERS - NONE


CITY CLERK OF THE CITY OF COMPTON



EADIPAY-01

ECARRILLO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/14/2022

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. PO Box 5345 Riverside, CA 92517	CONTACT NAME: Irene McCleary		
	PHONE (A/C, No, Ext): (951) 779-8532	FAX (A/C, No):	
	E-MAIL ADDRESS: irene.mccleary@hubinternational.com		
INSURED Eadie and Payne, LLP 3880 Lemon St., Ste. 300 Riverside, CA 92501	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Sentinel Insurance Company, Ltd.		11000
	INSURER B: Preferred Employers Insurance Company		10900
	INSURER C: Lloyd's of London		15792
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	72 SBA IB6333	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			72 SBA IB6333	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			72 SBA IB6333	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AAN 100994-24	7/1/2022	7/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability			ESL0239497478	8/25/2022	8/25/2023	Aggregate/Each Claim 1,000,000

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

The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers are additional insureds with regard to General Liability when required by written contract per the attached endorsement IH 12001185T and SS0008 04/05, primary and non-contributory and Waiver of Subrogation coverage are included.

CERTIFICATE HOLDER

CANCELLATION

City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

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

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 72 SBA IB6333



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

CITY OF MORENO VALLEY
THE CITY OF MORENO VALLEY COMMUNITY SERVICE DISTRICT
MORENO VALLEY HOUSING AUTHORITY
AND EACH OF THEIR OFFICERS, EMPLOYEES, AGENTS, AND
VOLUNTEERS.
14177 FREDERICK ST
MORENO VALLEY, CA, 92552

THE CITY OF HUNTINGTON PARK, ITS OFFICERS, OFFICIALS, EMPLOYEES AND
VOLUNTEERS
6550 MILES AVE
HUNTINGTON PARK CA 90255
CITY OF COMPTON
205 S WILLOWBROOK AVE
COMPTON, CA 90220

QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**
 - (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
 - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

- (1) All expenses we incur.
- (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
- (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- (5) All costs taxed against the insured in the "suit".
- (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. - Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

a. Expected Or Intended Injury

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
 - (2) "Personal and advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.
- This exclusion does not apply to liability for damages because of:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee;
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

BUSINESS LIABILITY COVERAGE FORM

released as part of the operations being performed by such insured, contractor or subcontractor;

(iii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor;

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants";

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or
(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or

BUSINESS LIABILITY COVERAGE FORM

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".
- t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information**
- "Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- (1) The Telephone Consumer Protection Act (TCPA), including any amendment or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.
- q. Electronic Data**
- Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".
- r. Employment-Related Practices**
- "Bodily injury" or "personal and advertising injury" to:
- (1) A person arising out of any:
- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practices, such as policies, acts or omissions, coercion, demotion, evaluation, discipline, reassignment, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.
- This exclusion applies:
- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
- (2) "Property damage" to property:
 - (a) Owned, occupied or used by,

- b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit:

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. **Obligations At The Insured's Own Cost**
- No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. **Additional Insured's Other Insurance**
- If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

- f. **Knowledge Of An Occurrence, Offense, Claim Or Suit**
- Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. **Notice Of Occurrence Or Offense**
- You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
- (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C, is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section C, is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

BUSINESS LIABILITY COVERAGE FORM

- b. You have failed to fulfill the terms of a contract or agreement;
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. - Liability and Medical Expenses Limits of insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
 - c. All other parts of the world if the injury or damage arises out of:
- (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication
- provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs:
- a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from
- computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

BUSINESS LIABILITY COVERAGE FORM

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertisement" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

CITY OF COMPTON BUSINESS LICENSE CERTIFICATE			
BUSINESS LICENSE DIVISION ~ 205 S. WILLOWBROOK AVE, COMPTON, CA 90220 ~ (310) 605-5508			
The below named license holder has paid a business license fee to engage in, carry on or conduct a business trade, calling, profession, exhibition or occupation coded below until this certificate expires. Granting of this license does not entitle the license holder to operate or maintain a business license in violation of any other law or ordinance. In addition this license is not transferable to any other party, and no refunds will be issued for the license once a certificate has been issued.			
LICENSE NO:	BL19-000882	EXPIRATION DATE:	12/13/2023
BUSINESS:	Eadie and Payne, LLP	ISSUE DATE:	12/13/2022
LOCATION:	3880 Lemon St	OWNERSHIP TYPE:	Partnership / LLP
OWNER NAME:	Eadie and Payne, LLPFrank Zabaleta	CLASSIFICATION:	5412
MAILING ADDRESS:	3880 Lemon Street Suite 300 Riverside, CA 92501	DESCRIPTION:	Accounting/Attest/Consulting/Tax
RESTRICTIONS:			

Eadie and Payne, LLP
3880 Lemon Street Suite 300
Riverside, CA 92501



City of Compton
205 S Willowbrook Avenue
Compton, CA 90220

Date: 9/9/2024
Invoice Number: 145386 A
Client: 89433.000

Audit of financial statements and Single Audit for the year ended June 30, 2022	\$24,246.00
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Invoice Total:	\$24,246.00
:	
Current Amount Due:	<u>\$ 24,246.00</u>

Please feel free to use our convenient Web pay by going to eadiepaynellp.com and clicking on the "Client Portal" in the upper right-hand corner of our home page.
Then click Submit Payment

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Page: 2

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City of Compton
205 S Willowbrook Avenue
Compton, CA 90220

Date: 10/7/2024
Invoice Number: 145502
Client: 89433.000

Audit of financial statements and Single Audit for the year ended June 30, 2022 (Out-of-Scope)	\$51,024.00
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Invoice Total:	\$51,024.00
Prior Balance:	<u>\$105,935.00</u>
Current Amount Due:	<u>\$156,959.00</u>

Statement of Open Accounts Receivable

<u>Invoice</u>	<u>Date</u>	<u>Description</u>	<u>Charge</u>	<u>Credit</u>	<u>Balance</u>
		Balance forward as of 09/07/2024			\$234,928.00
145385	09/09/2024	Invoice	\$635.00		\$235,563.00
145386	09/09/2024	Invoice	\$44,444.00		\$280,007.00
	09/11/2024	Payment		\$174,072.00	\$105,935.00
145502	10/07/2024	Invoice	\$51,024.00		<u>\$156,959.00</u>
		Current Amount Due			<u>\$156,959.00</u>

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Trans. Date	Project ID	Subcategory ID	Category ID	Staff ID	Service Code ID	Hours	Internal Note
2022 Audit Detail Total							
2022 Single Audit Total							
2023 audit Detail Total							
2023 AUP Prking Cit Total							
2024 Tax Consult Total							
Grand Total							

219 EP transferred 54 hours from 2022 to 2023
98

1 EP transferred 54 hours from 2022 to 2023

1
1
320

February 4, 2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT'S 2024-2025 FISCAL YEAR BUDGET AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH NV5, INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE CENTER AVENUE GREEN STREET AND STORM DRAIN IMPROVEMENT PROJECT, CIP# 24-04 AND ESTABLISH A PURCHASE ORDER IN THE AMOUNT OF \$945,688.

SUMMARY

Adoption of this Resolution will amend the Public Works Engineering Department's 2024-2025 fiscal year budget and authorize the City Manager to enter into professional services agreement with NV5, Inc. to provide design engineering services pursuant to the Center Avenue Green Street Improvement Project, CIP# 24-04 and establish a purchase order in the amount of \$945,688.

BACKGROUND

Section 19.56, subdivision (e) (19) of the Budget Act of 2021 appropriated \$10,000,000 from the State General Fund to Caltrans, to be allocated to the City of Compton for the Center Avenue Green Street Improvement Project.

On June 24, 2022, the City of Compton entered into a Funds Transfer Agreement with the California Department of Transportation (Caltrans) in the amount of \$10,000,000 for the development of the Center Avenue Green Street Improvement Project.

The Center Avenue Green Street Improvement Project (Project) is an infrastructure project proposed by the City of Compton. The primary objective of the Project is to provide flood protection, improve water quality, and enhance recreational opportunities in the City that currently lack adequate drainage and green space.

The project will extend and expand the existing storm drain system with the construction of catch basins, lateral line, and gravity mains along Center Avenue. Additionally, several structural Low Impact Development (LID) Best Management Practices (BMPs) will be installed, yielding multi-benefits that will improve water quality, water resilience, and watershed protection in the adjacent Compton Creek and downstream into the Los Angeles River.

**Staff Report – Center Avenue Green Street and Storm Drain Improvement Project,
CIP# 24-04, Professional Services Agreement – NV5, Inc.
February 4, 2025
Page 2**

The Project targets and enhances a highly urbanized residential area within the City that experience extensive street flooding during storm events. The proposed Project will entail the extension and expansion of the existing storm drain system infrastructure (i.e catch basins, lateral lines, and gravity mains) in the project area, in addition to restoration of the existing road surface.

The proposed Project will also include the installation of structural Low Impact Development (LID) Best Management Practices (BMPs) along Center Avenue; and from Center Avenue along Alondra Boulevard to Compton Creek, which will be specifically designed to capture and/or treat stormwater flow that would otherwise contribute to the current flooding problem. Examples of potential LID BMPs include drywells, parkway bioswales, permeable pavement, and tree wells. Geotechnical investigations will be conducted in the project area to ensure that the existing soil characteristics are suitable for infiltration. The completion of the proposed Project will yield multi-benefits including flood mitigation, improve water quality, increased water supply, water conservation, watershed protection, and the creation of a new natural resource within the City.

The proposed project area is along South Center Avenue from West Greenleaf Boulevard to Alondra Boulevard, South Center Avenue from Alondra Boulevard to South Wilmington Avenue, and along Alondra Boulevard from South Center Avenue to Compton Creek. This encompasses a potential capture area of approximately 150 acres consisting largely of single-family residences.

Installation of LID BMPs along Alondra Boulevard will connect the Center Avenue Green Street project to the City's Alondra Gateway Park project, which in part of the Compton Creek Implementation Plan's multi-objective effort to transform the existing Compton Creek right-of-way into a multi-benefit publicly accessible (32,000 sf) green space.

STATEMENT OF THE ISSUE

An essential component of this project is to obtain the services of a qualified and experienced engineering firm to provide design engineering services. On November 13, 2024, staff solicited proposals from qualified design engineering firms to prepare the construction plans, specifications and estimates pursuant to the Center Avenue Green Street Improvement Project.

**Staff Report – Center Avenue Green Street and Storm Drain Improvement Project,
CIP# 24-04, Professional Services Agreement – NV5, Inc.
February 4, 2025
Page 3**

On December 4, 2024, the City received two proposals comprising of NV5, Inc and JMD. A panel of Public Works staff reviewed the submitted proposals. Each consultant was rated based upon their qualifications, experience, a demonstrable understanding of the scope of services, approach, resources and the proposed schedule for project implementation.

The two respondent to the RFP are listed below:

<u>Rank</u>	<u>Firm</u>	<u>Location</u>	<u>Amount</u>
1	NV5	Irvine, CA	\$945,688
2	JMD	City of Industry	\$779,398

The scope of work required for the preparation of plans, specifications, and estimates for the Center Avenue storm drain project include the following, but not limited to:

- Conduct inventory and assessment of existing storm drain infrastructure, including pipes, culverts, catch basins, and outfalls
- Conduct a geotechnical investigation in the project area to ensure that existing soil characteristics are suitable for infiltration and provide structural/integrity assessment of existing storm drain facilities
- Evaluate the condition, capacity, and performance of the storm drain system and identify flood-prone areas and drainage issues
- Perform underground utility research and request current underground utility as-built with original plans and develop an updated substructure plan
- Perform technical specifications, construction drawings, probable cost estimate, and any other documents deemed necessary as determined by the consultant, and approved by the City's Engineer
- Conduct comprehensive inventory of existing drainage facilities including review of as-built from the LA County Public Works Flood Control District and Caltrans
- Design Low Impact Developments (LID) Best Management Practices (BMPs) to improve water quality, water resilience and watershed protection in the adjacent Compton Creek and mitigate the effects of erosion and the inherent potential for sedimentation and other pollutants entering the storm water system

**Staff Report – Center Avenue Green Street and Storm Drain Improvement Project,
CIP# 24-04, Professional Services Agreement – NV5, Inc.**

February 4, 2025

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- Perform hydraulic calculations to determine deficiencies in the existing storm drain system including acceptable street capacities based on the LA County requirements
- Identify street segments, and develop complete and comprehensive construction documents
- Prepare Bid Sheet explanations to align with the new construction cost estimate provided

The evaluation process was based upon on several factors including 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. Given the unique nature of the project, fees for the project were not considered until after the selection of the most qualified firms.

The panel evaluation process resulted in the selection of NV5, Inc. to prepare the construction plans, specifications and estimates for improvement project. NV5, Inc. selection was based on several factors. NV5's demonstrated its multifaceted technical knowledge that combines engineering design for flood control, drainage, green infrastructure, and citywide experience necessary to deliver the project in the most cost efficient and cost-effective manner. The design portion is estimated to take approximately 467 days.

Additionally, NV5's extensive experience and strong existing relationship with the City infrastructure improvement needs, in light of staff shortage has enabled the firm to provide sufficient cost and time efficient services on previous City projects which included: the Emergency Sewer Line Replacement, the Pearl Avenue Sewer Replacement, and the Annual Residential Streets Rehabilitation, Phase 1 and Phase 2.

Therefore, in order to amend the Public Works Engineering Department's 2024-2025 fiscal year budget and authorize the City Manager to enter into professional services agreement with NV5, Inc. to provide design engineering services pursuant to the Center Avenue Green Street Improvement Project, CIP# 24-04 and establish a purchase order in the amount of \$945,686, City Council authorization is necessary.

**Staff Report – Center Avenue Green Street and Storm Drain Improvement Project,
CIP# 24-04, Professional Services Agreement – NV5, Inc.**

February 4, 2025

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FISCAL IMPACT

The Public Works Engineering Department's 2024-2025 fiscal year budget will be amended from fund balance as follows:

Increase Expenditures:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2789-710-040-4300	State Grants	\$945,688
	Capital Outlay	

Funds in the amount of \$945,688 will be available in the Public Works Engineering Department's 2024-2025 Fiscal Year budget in Account No. 2789-710-040-4300.

ALTERNATIVE

Council can reject the proposals. However, due to the desire of the City to move forward with this project, no other alternatives is being proposed at this time.

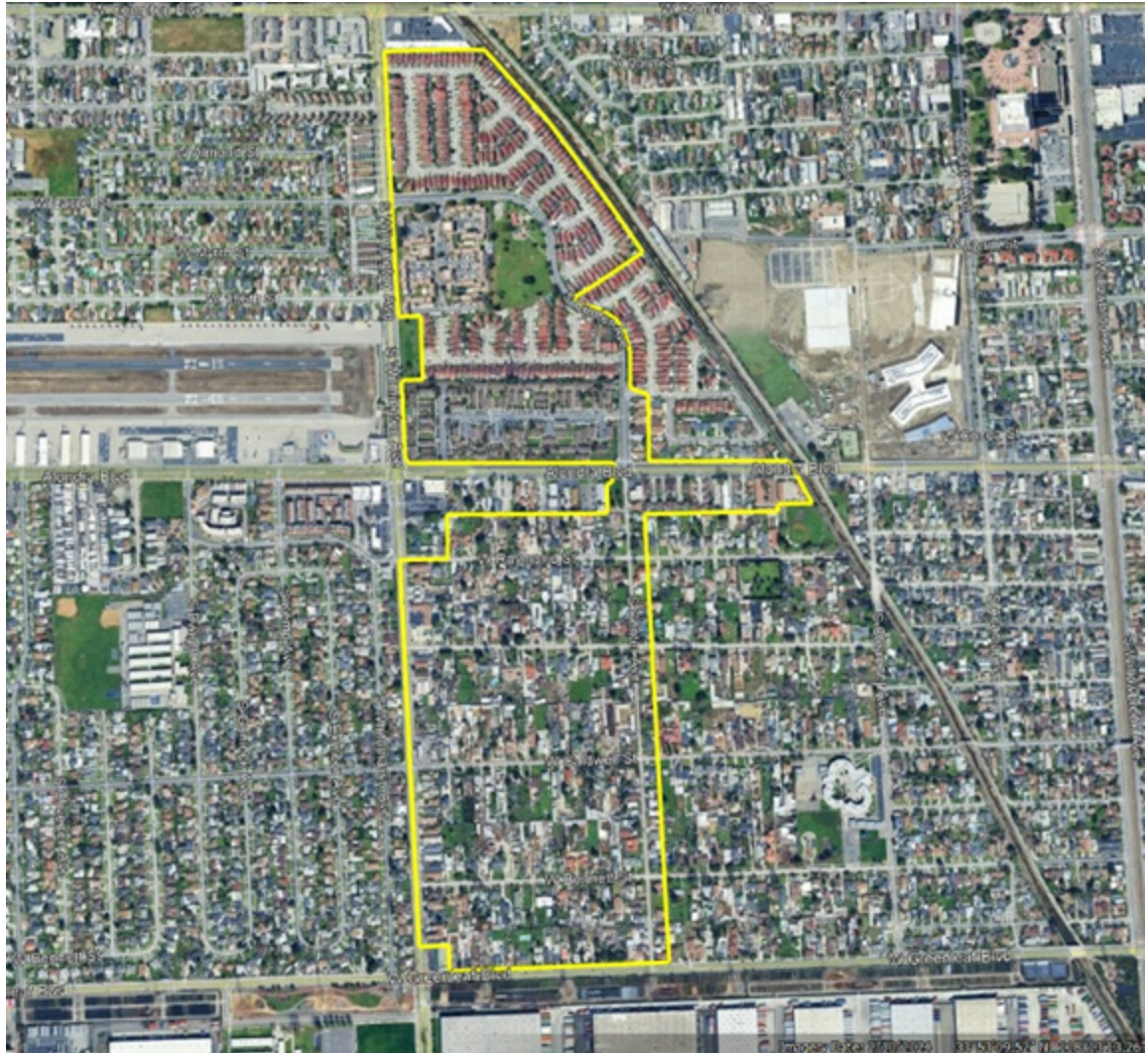
RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

**JOHN D. STRICKLAND, JR.,
DIRECTOR OF PUBLIC WORKS**

APPROVED FOR FORWARDING:

**WILLIE A. HOPKINS, JR.
CITY MANAGER**



CENTER AVENUE GREEN STREET AND STORM DRAIN PROJECT MAP

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT'S 2024-2025 FISCAL YEAR BUDGET AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH NV5, INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE CENTER AVENUE GREEN STREET AND STORM DRAIN IMPROVEMENT PROJECT, CIP# 24-04 AND ESTABLISH A PURCHASE ORDER IN THE AMOUNT OF \$945,688.

WHEREAS, adoption of this resolution will amend the Public Works Engineering Department's 2024-2025 fiscal year budget and authorize the City Manager to enter into a professional services agreement with and establish a purchase order with NV5, Inc. to provide design engineering services for the Green Street Improvement Project, CIP# 24-04 in the amount of \$ 945,688; and

WHEREAS, section 19.56, subdivision (e) (19) of the Budget Act of 2021 appropriated \$10,000,000 from the State General Fund to Caltrans, to be allocated to the City of Compton for the Center Avenue Green Street Improvement Project; and

WHEREAS, on June 24, 2022, the City of Compton entered into a Funds Transfer Agreement with the California Department of Transportation (Caltrans) in the amount of \$10,000,000 for the development of the Center Avenue Green Street Improvement Project; and

WHEREAS, the Center Avenue Green Street Improvement Project (Project) is an infrastructure project proposed by the City of Compton; and

WHEREAS, the primary objective of the Project is to provide flood protection, improve water quality, and enhance recreational opportunities in the City that currently lack adequate drainage and green space; and

WHEREAS, the project will extend and expand the existing storm drain system with the construction of catch basins, lateral line, and gravity mains along Center Avenue; and

WHEREAS, several structural Low Impact Development (LID) Best Management Practices (BMPs) will be installed, yielding multi-benefits that will improve water quality, water resilience, and watershed protection in the adjacent Compton Creek and downstream into the Los Angeles River; and

WHEREAS, the Project targets and enhances a highly urbanized residential area within the City that experience extensive street flooding during storm events and the proposed Project will entail the extension and expansion of the existing storm drain system infrastructure (i.e catch basins, lateral lines, and gravity mains) in the project area, in addition to restoration of the existing road surface; and

WHEREAS, the proposed Project will also include the installation of structural Low Impact Development (LID) Best Management Practices (BMPs) along Center Avenue; and from Center Avenue along Alondra Boulevard to Compton Creek, which will be specifically designed to capture and/or treat stormwater flow that would otherwise contribute to the current flooding problem; and

WHEREAS, examples of potential LID BMPs include drywells, parkway bioswales, permeable pavement, and tree wells; and

WHEREAS, Geotechnical investigations will be conducted in the project area to ensure that the existing soil characteristics are suitable for infiltration; and

WHEREAS, the completion of the proposed Project will yield multi-benefits including flood mitigation, improve water quality, increased water supply, water conservation, watershed protection, and the creation of a new natural resource within the City; and

WHEREAS, the proposed project area is along South Center Avenue from West Greenleaf Boulevard to Alondra Boulevard, South Center Avenue from Alondra Boulevard to South Wilmington Avenue, and along Alondra Boulevard from South Center Avenue to Compton Creek; and

WHEREAS, this encompasses a potential capture area of approximately 150 acres consisting largely of single-family residences; and

WHEREAS, installation of LID BMPs along Alondra Boulevard will connect the Center Avenue Green Street project to the City's Alondra Gateway Park project, which in part of the Compton Creek Implementation Plan's multi-objective effort to transform the existing Compton Creek right-of-way into a multi-benefit publicly accessible (32,000 sf) green space; and

WHEREAS, an essential component of this project is to obtain the services of a qualified and experienced engineering firm to provide design engineering services and on November 13, 2024, staff solicited proposals from qualified design engineering firms to prepare the construction plans, specifications and estimates pursuant to the Center Avenue Green Street Improvement Project; and

WHEREAS, on December 4, 2024, the City received two proposals comprising of NV5, Inc and JMD; and

WHEREAS, a panel of Public Works staff reviewed the submitted proposals and each consultant was rated based upon their qualifications, experience, a demonstrable understanding of the scope of services, approach, resources and the proposed schedule for project implementation; and

WHEREAS, the two respondents to the RFP are listed below:

<u>Rank</u>	<u>Firm</u>	<u>Location</u>	<u>Amount</u>
1	NV5	Irvine, CA	\$945,688
2	JMD	City of Industry	\$779,398;

and

WHEREAS, the scope of work required for the preparation of plans, specifications, and estimates for the Center Avenue storm drain project include the following, but not limited to:

- Conduct inventory and assessment of existing storm drain infrastructure, including pipes, culverts, catch basins, and outfalls
- Conduct a geotechnical investigation in the project area to ensure that existing soil characteristics are suitable for infiltration and provide structural/integrity assessment of existing storm drain facilities
- Evaluate the condition, capacity, and performance of the storm drain system and identify flood-prone areas and drainage issues
- Perform underground utility research and request current underground utility as-built with original plans and develop an updated substructure plan

- Perform technical specifications, construction drawings, probable cost estimate, and any other documents deemed necessary as determined by the consultant, and approved by the City's Engineer
- Conduct comprehensive inventory of existing drainage facilities including review of as-built from the LA County Public Works Flood Control District and Caltrans
- Design Low Impact Developments (LID) Best Management Practices (BMPs) to improve water quality, water resilience and watershed protection in the adjacent Compton Creek and mitigate the effects of erosion and the inherent potential for sedimentation and other pollutants entering the storm water system
- Perform hydraulic calculations to determine deficiencies in the existing storm drain system including acceptable street capacities based on the LA County requirements
- Identify street segments, and develop complete and comprehensive construction documents
- Prepare Bid Sheet explanations to align with the new construction cost estimate provided; and

WHEREAS, the evaluation process was based upon on several factors including 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 and given the unique nature of the project, fees for the project were not considered until after the selection of the most qualified firms; and

WHEREAS, the panel evaluation process resulted in the selection of NV5, Inc. to prepare the construction plans, specifications and estimates for improvement project; and

WHEREAS, NV5, Inc. selection was based on several factors:

NV5's demonstrated its multifaceted technical knowledge that combines engineering design for flood control, drainage, green infrastructure, and citywide experience necessary to deliver the project in the most cost efficient and cost-effective manner. The design portion is estimated to take approximately 467 days.

NV5's extensive experience and strong existing relationship with the City infrastructure improvement needs, in light of staff shortage has enabled the firm to provide sufficient cost and time efficient services on previous City projects which included: the Emergency Sewer Line Replacement, the Pearl Avenue Sewer Replacement, and the Annual Residential Streets Rehabilitation Project, Phase 1 and Phase 2; and

WHEREAS, the Public Works Engineering Department's 2024-2025 fiscal year budget will be amended from fund balance as follows:

Increase Expenditures:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2789-710-040-4300	State Grants	\$945,688; and
	Capital Outlay	

RESOLUTION NO. _____

Page 4

WHEREAS, funds in the amount of \$945,688 will be available in the Public Works Engineering Department's 2024-2025 Fiscal Year budget in Account No. 2789-710-040-4300; and

WHEREAS, in order to amend the Public Works Engineering Department's 2024-2025 fiscal year budget, authorize the City Manager to enter into professional services agreement with NV5, Inc. to provide design engineering services pursuant to the Center Avenue Green Street Improvement Project, CIP# 24-04 and establish a purchase order in the amount of \$945,686, City Council authorization is necessary.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a professional services agreement with and establish a purchase order with NV5, Inc. to provide design engineering services for the Center Avenue Green Street Improvement Project Improvement Project, CIP# 24-04 in the amount of \$ 945,688.

SECTION 2. That the Public Works Engineering Department's 2024-2025 fiscal year budget will be amended from fund balance as follows:

Increase Expenditures:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2789-710-040-4300	State Grants	\$945,688
	Capital Outlay	

SECTION 3. That funds in the amount of \$945,688 are available in the Public Works Engineering Department's 2024-2025 Fiscal Year budget in Account No. 2789-710-040-4300.

SECTION 4. That a purchase order in the amount of \$945,688 shall be established for NV5 Inc. for services to be rendered.

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 Engineering Department.

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

ADOPTED this _____ day of _____ 2025.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO._____

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

I, Satra D. Zurita, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2025.

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
NV5, 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 NV5, Inc. (hereinafter referred to as “**CONSULTANT**”), located at 163 Technology Drive, Suite 100, Irvine, California 92618, (each a “Party” and collectively, the “Parties”).

RECITALS:

WHEREAS, on June 24, 2022, the City of Compton entered into a Funds Transfer Agreement with the California Department of Transportation (Caltrans) in the amount of \$10,000,000 for the development of the Center Avenue Green Street Improvement Project.

WHEREAS, the Center Avenue Green Street Improvement Project (Project) is an infrastructure project proposed by the City of Compton; and

WHEREAS, the primary objective of the Project is to provide flood protection, improve water quality, and enhance recreational opportunities in the City that currently lack adequate drainage and green space; and

WHEREAS, the project will extend and expand the existing storm drain system with the construction of catch basins, lateral line, and gravity mains along Center Avenue; and

WHEREAS, several structural Low Impact Development (LID) Best Management Practices (BMPs) will be installed, yielding multi-benefits that will improve water quality, water resilience, and watershed protection in the adjacent Compton Creek and downstream into the Los Angeles River; and

WHEREAS, the Project targets and enhances a highly urbanized residential area within the City that experience extensive street flooding during storm events and the proposed Project will entail the extension and expansion of the existing storm drain system infrastructure (i.e catch basins, lateral lines, and gravity mains) in the project area, in addition to restoration of the existing road surface; and

WHEREAS, the proposed Project will also include the installation of structural Low Impact Development (LID) Best Management Practices (BMPs) along Center Avenue and from Center Avenue along Alondra Boulevard to Compton Creek, which will be specifically designed to capture and/or treat storm water flow that would otherwise contribute to the current flooding problem; and

WHEREAS, an essential component of this project is to obtain the services of a qualified and experienced engineering firm to provide design engineering services; and

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____ 2025, the City Council authorized the City Manager to enter into a contract with NV5, Inc. to perform the services required herein; and

WHEREAS, Consultant warrants that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this 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. SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

It is the mutual understanding of the parties that the **CONSULTANT** shall perform engineering services to prepare construction plans, design specifications for Center Avenue Green Street Improvement Project” that are defined as scope of work and incorporated hereby, but not be limited to the assessment of the existing infrastructure system, identification of the existing deficiencies, and recommendations for a capital improvement program but also but also to improve the system with the associated costs and budgeting requirements for these improvements. .

In the event of a conflict between the provisions of Exhibit “A” and the terms of this Agreement, the terms of this agreement shall prevail. The City shall have the right to modify the scope of work to delete tasks in whole or in part. and incorporated hereby.

Generally, and as further described in the **CONSULTANT’S** proposal, the scope of work includes the following tasks:

- Conduct inventory and assessment of existing storm drain infrastructure, including pipes, culverts, catch basins, and outfalls
- Conduct geotechnical investigation in the project area to ensure that existing soil characteristics are suitable for infiltration and provide structural/integrity assessment of existing storm drain facilities.
- All calculations, reports, and plans must be signed and stamped by a California Registered Civil Engineer. All such registrations shall be current

- Evaluate the condition, capacity, and performance of the storm drain system and identify flood-prone areas and drainage issues.
- Perform underground utility research and request current underground utility as-built with original plan, and develop an updated substructure plan
- Perform technical specifications, construction drawings, probable cost estimate, and any other documents deemed necessary as determined by the consultant, and approved by the City Engineer.
- Conduct comprehensive inventory of existing drainage facilities including review of as-built from the LA County Public Works Flood Control District and Caltrans.
- Design Low Impact Developments (LID) Best Management Practices (BMPs) to improve water quality, water resilience and watershed protection in the adjacent Compton Creek mitigate the effects of erosion and the inherent potential for sedimentation and other pollutants entering the storm water system
- Perform hydraulic calculations to determine deficiencies in the existing Storm drain system including acceptable street capacities based on the LA County requirements
- Identify street segments, and develop complete and comprehensive construction documents.
- Prepare Bid Sheet and Bid Sheet explanations to align with the new construction cost estimate provided.

At the completion of the project, **CONSULTANT** shall provide the **CITY** ten (10) hard copy sets of reports, and manuals developed as part of the operation and maintenance plan.

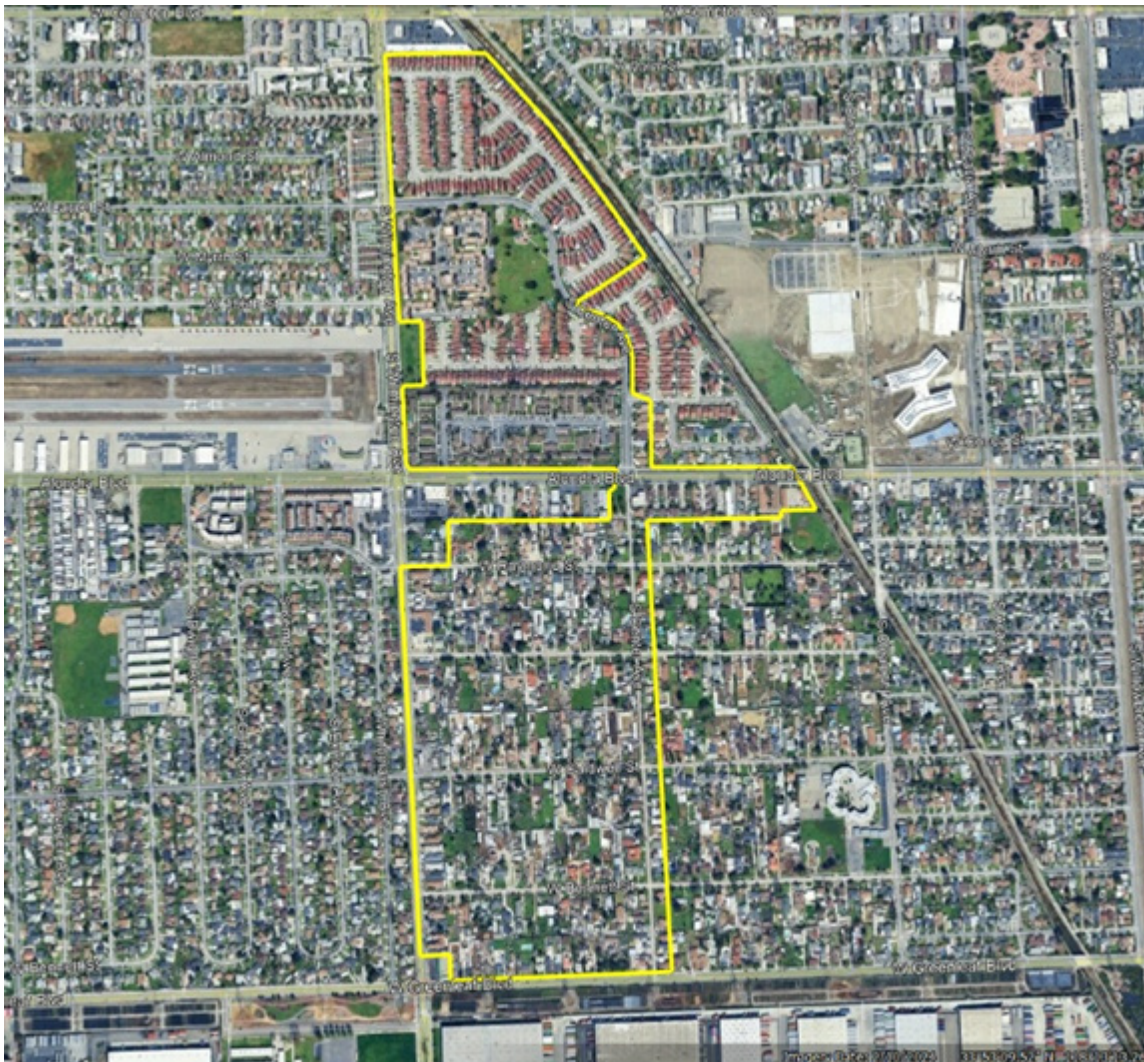
All work produced shall be provided by **CONSULTANT** in an electronic format acceptable to the **CITY**.

It is understood and agreed that **CONSULTANT** has the professional skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement and that **CITY** relies upon the qualifications of **CONSULTANT** to perform the scope of work in a skillful and professional manner.

CONSULTANT agrees to perform all said work within the Agreement budget and furnish all the necessary materials 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 **CONSULTANT** for this Agreement at no additional cost to the **CITY**, conditioned however, upon the **CITY** promptly advising **CONSULTANT** in writing, within one (1) year following completion of **CONSULTANT** services under this Agreement, of any errors and omissions. “Errors” and “Omissions” for purposes of this paragraph are defined to mean a failure by **CONSULTANT** to meet the standards of its profession as set forth in the preceding paragraph.

Acceptance by **CITY** of the work performed under this Agreement does not operate as a release of **CONSULTANT** from such professional responsibility for the services performed.



Project Boundaries

2. ASSIGNMENT OF PERSONNEL

CONSULTANT has, or will secure, all personnel required to perform the services under this Agreement. **CONSULTANT** shall make available other qualified personnel of the firm as may be required to complete services. The **CITY** has the right to approve or disapprove any proposed changes in **CONSULTANT'S** staff providing service to the **CITY**. The **CITY** and **CONSULTANT** agree such personnel are employees only of **CONSULTANT** and shall not be considered to be employees of the **CITY** in any way whatsoever.

Jeffrey M. Coper, PE, Principal-In-Charge of **CONSULTANT**, shall be primarily responsible for representing **CONSULTANT** in performance of this Agreement.

3. PROJECT MANAGEMENT & ADMINISTRATION

Mathew Moore, PE will serve as the Project Manager, overseeing the development and execution of the project, tracking the budget and schedule, and serving as the main point of contact for the **CITY's** project manager. **Mr. Moore, PE**, will support **David Niknaff, PE with Quality Assurance/Quality Control**. **CONSULTANT** proposes to conduct a **Scoping Kickoff Workshop** with the **CITY** to confirm the project objectives and future needs, review the status of existing/historical data and validate the project's approach for success. The intention of the meeting is for the **CITY** and **CONSULTANT** team to unify on the **CITY's** project goals and objectives, understand the extent of available data, and align the level of effort to achieve the project's overall goal most efficiently and effectively.

4. DURATION OF CONTRACT

CONSULTANT agrees to commence the services provided for herein upon written **Notification to Proceed** from the **CITY** and in a diligent and professional manner, until the project is complete or within schedule from receipt of the Notice to Proceed.

5. COMPENSATION

The method of payment for this Contract will be based on time and materials, not to exceed (NTE) amount. The total NTE price paid the **CONSULTANT** will include compensation for all work, including travel and equipment. 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 lump sum compensation will be negotiated between the **CONSULTANT** and the **CITY**. Adjustment in the total lump sum compensation will not be effective until authorized and approved by the **CITY**.

Payments will be made monthly in arrears based on the hours of work completed by the **CONSULTANT**. If **CONSULTANT** fails to submit an acceptable invoice by the 10th of the month following a month when services were rendered, the **CITY** shall have the right to delay payment. **CONSULTANT** shall furnish to the **CITY** an invoice(s) for work performed, itemizing cost of tasks and hours of work completed. **CITY** agrees to pay **CONSULTANT** within 30 days of receipt of invoice(s).

The **CONSULTANT** is required to comply with all federal, state and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

For services performed **CITY** agrees to pay and **CONSULTANT** agrees to accept in full payment for this work, the maximum not-to-exceed sum of up to **Nine Hundred Forty Five Thousand Six Hundred Eighty Eighty Dollars (\$945,688)**.

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

6. OWNERSHIP OF MATERIALS

All electronic and hardcopy Computer Aided Drafting (CAD) drawings, reports, documents, or other material prepared, developed or discovered by **CONSULTANT** during the course of providing services pursuant to this Agreement shall be solely the property of the **CITY** and may be used, reused or otherwise disposed of by the **CITY** without the permission of the **CONSULTANT**. Upon completion, expiration or termination of this Agreement, **CONSULTANT** shall turn over to the **CITY** all drawings, reports, documents, or other materials prepared, developed or discovered by **CONSULTANT** during the course of providing services pursuant to this Agreement.

CITY acknowledges that any and all information produced by under this Agreement, including plans, specifications, data, reports, construction documents or electronic files ("documents"), are instruments of professional service. Nevertheless, such documents shall become the property of the **CITY** upon completion of work and payment of monies due to the **CONSULTANT**. In the event the **CITY** consents to, allows, authorizes or approves of changes the **CITY** recognizes that such changes and the results thereof are not the responsibility of the **CONSULTANT**. **CITY** agrees, to the extent permitted by law, to indemnify and hold harmless the **CONSULTANT**, its officers, directors, employees and sub consultants (collectively "Consultant") against any claims, damages, liability of costs, including reasonable attorneys' fees and defense costs, arising from or connected with the unauthorized modification of the documents by the **CITY** or any person or entity that obtains the documents from or through the **CITY**. This provision shall also apply to documents delivered to **CITY** after termination if applicable.

7. INDEPENDENT CONTRACTOR STATUS

CONSULTANT, its officers, employees, sub consultants, subcontractors, agents and volunteers (collectively hereinafter the “Consultant”), is a wholly independent Consultant and not an officer, employee, subcontractor or agent of the **CITY**. 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**. shall obtain no rights to retirement, health care or any other benefit that accrue to **CITY** officials, officers, or employees expressly waives any claim to such rights.

8. SUCCESSORS, ASSIGNMENT AND DELEGATION

CITY and the **CONSULTANT** each binds itself, its 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.

9. NONDISCRIMINATORY EMPLOYMENT PRACTICES

During the performance of this Agreement, **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 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, notices setting forth the provisions of this non-discrimination clause.

In the event of **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.

10. 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**.

11. OTHER CONSULTANTS The City reserves the right to employ other consultants in connection with the services.

12. 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 defend, indemnify and save the **CITY** from any and all liability and expense including 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 in any way resulting from or arising out of the negligent or intentional acts or omissions for **CONSULTANT**, its officers, employees, sub consultants, 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 sole negligence or willful misconduct of the **CITY**. Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of **CITY**, provided, however, **CONSULTANT** shall be responsible for **CITY'S** defense costs to the extent such costs are incurred as a result of **CONSULTANT'S** negligence, recklessness or willful misconduct.

13. INSURANCE

A. 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 officers², 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 insured's 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.

13.1 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.

13.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

13.3 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.

13.4 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 shall furnish certificates of insurance and endorsements to CITY.***

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of **CITY**.

14. 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*.

15. MAINTENANCE AND 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.

16. 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.

17. 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. In the event the **CONSULTANT** encounters any conflict between such laws and ordinances, **CONSULTANT** shall notify the **CITY** in writing and the parties agree to work cooperatively to resolve the conflict.

18. 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 **CONSULTANT'S** place of business, or at the offices of a sub consultant.

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 fifteen (15) 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 shall 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.

19. 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.

20. 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.

21. 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.

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.

Jeffrey M. Cooper PE, Principal-In-Charge

(Date)

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. AMENDMENTS

This Agreement may be modified or amended only by 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.

28. 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.

29. 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.

30. 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 NV5, Inc.:

**Jeffrey M. Cooper, PE,
Senior Vice President,
163 Technology Drive, Suite 100, Irvine,
California 92618
(949) 585-0477**

To City:

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

Copy to:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager
(310) 605-5585**

31. 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.

CONSULTANT:

NV5

By: _____
Jeffrey M. Cooper, PE, Principal-In-Charge

Dated: _____

CITY OF COMPTON

Approved by:

By: _____
Willie Hopkins, City Manager

Dated: _____

Approved as to form:

By: _____
Eric J. Perrodin, City Attorney

Dated: _____

ATTEST:

By: _____
Satra D. Zurita, City Clerk

Dated: _____



NV5

PROPOSAL

Submitted by NV5, Inc.
133 Technology Drive, Suite 200, Irvine, CA 92618

City of Compton

Center Avenue Green Street & Storm Drain Improvements

December 4, 2024

December 4, 2024

City of Compton
Attn: Kofi Sefa-Boakye
Public Works Engineering Department
205 South Willowbrook Avenue
Compton, CA 90220

SUBJECT: Engineering Services for the Center Avenue Green Street and Storm Drain Improvements Project

Dear Mr. Sefa-Boakye,

NV5, Inc. is excited to have the opportunity to provide Engineering Services to the City of Compton (City) for its Center Avenue Green Street and Storm Drain Improvements Project. Our team has the technical knowledge and experience to deliver your project in the most cost-efficient and cost-effective manner. NV5's strengths include the following:

Current Partnership: Our extensive experience and strong existing relationship with the City give us the ability to continue providing engineering services for your capital improvement projects. We operate with a working knowledge of your staff, processes and environment, enabling us to provide outstanding cost- and time-efficient services. NV5 has worked with the City on several projects, including the Emergency Sewer Line Replacement, the Pearl Avenue Sewer Replacement, and the Annual Residential Streets Rehabilitation, Phase 1 and Phase 2.

Relevant Experience: We have a proven track record of successfully providing engineering design services for storm drain improvement projects to municipalities throughout Southern California. Included in this proposal are samples of NV5's relevant project experience with local cities.

Proposed Team: NV5 offers the City a team of dedicated professionals with proven capability and expertise. We are proposing **Matthew Moore, PE**, as **Project Manager**. Mr. Moore brings more than 28 years of experience in the drainage and water resources field, including providing engineering design for flood control, drainage, green infrastructure, water quality, and erosion-control facilities. Mr. Moore will be joined by **David Niknafs, PE**, as **QA/QC Manager**, and **Luanne Bean, PE**, and **Tamara O'Neal, PE**, for **Constructability Review** duties. Mr. Niknafs and Ms. Bean have extensive experience working with the City.

Subconsultants: NV5 has a strong and successful working relationship with our subconsultants **AirX** and **Compass Consulting**, who we have worked with on numerous projects for various agencies throughout Southern California.

Proposal Authorization and Validity: This proposal has been signed by **Jeffrey M. Cooper, PE**, a company officer authorized to bind the firm.

Statement: All information submitted with this proposal is true and correct.

NV5 looks forward to the opportunity to work with the City and help you achieve your goals and objectives. If you need further information, we may be reached by phone at (949) 585-0477, or electronically at matthew.moore@nv5.com and jeff.cooper@nv5.com. Thank you for your time and consideration.

Sincerely,
NV5, Inc.



Matthew Moore, PE, QSD, ENV SP
Director of Water Resources



Jeffrey M. Cooper, PE
EVP, Chief Operating Officer

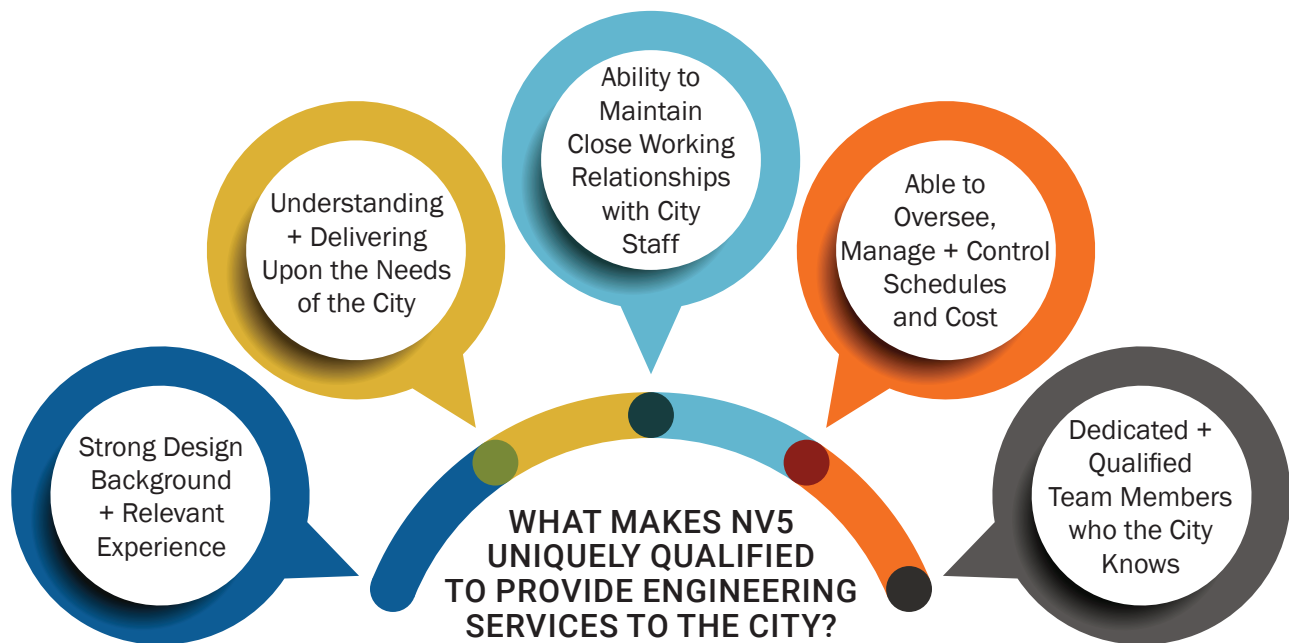
COMPANY INFORMATION/CONTACT

Name: NV5, Inc.
Address: 133 Technology Drive, Suite 200,
Irvine, CA 92618
Telephone Number: (949) 585-0477
Email of Contact: jeff.cooper@nv5.com

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A & B: GENERAL EXPERIENCE & PROJECT UNDERSTANDING

Relevant Experience

NV5 has provided engineering design and other services for projects similar in scope to the Center Avenue Green Street and Storm Drain Improvements Project. Our team has an outstanding track record for completing projects efficiently and within budget. Here are some relevant examples:

Local Drainage Evaluation/Master Drainage Plan Update

CITY OF IMPERIAL BEACH | IMPERIAL BEACH, CA

NV5 was contracted by the City in 2020 to evaluate storm drain design alternatives to eliminate, or minimize, the flooding at four localized areas of concern (AOC) for the City of Imperial Beach Local Drainage Evaluation Project. The study provides hydraulic and hydrologic analyses for four large drainage areas in the City of Imperial Beach for the 2-, 5-, 10-, and 100-year storm events using 1D and 2D modeling. This study is intended to be used as a planning tool for future storm drain improvements within the City and provides additional analysis of larger storm events that were not previously analyzed in the City's Master Drainage Plan.

► **DATES:** 2020-2022 ► **AGENCY CONTACT:** JUAN LARIOS, PUBLIC WORKS DIRECTOR, 619.424.2214, JLARIOS@IMPERIALBEACHCA.GOV



North La Brea Avenue “Green Street” Improvements

CITY OF INGLEWOOD | INGLEWOOD, CA

NV5 team provided comprehensive design services and final plans, specifications and cost estimates for this “Green Street” improvement project. The project mitigated existing distressed asphalt paving and addressed stormwater runoff issues. Other improvements included: repair of damaged sidewalks, curbs and gutters, cross gutters, alley gutters and driveway approaches; relocation of water meter and other utility boxes; landscape and root pruning; installation of pavement markers and striping to current standards; and reconstruction of media/channelization islands.

► **DATES:** 2017-2018 ► **AGENCY CONTACT:** ELOY CASTILLO, PRINCIPAL ENGINEER, 310-412-8716, ECASTILLO@CITYOFINGLEWOOD.ORG



Beryl Street Drainage and Street Improvements

CITY OF REDONDO BEACH | REDONDO BEACH, CA

NV5 provided engineering design services for the Beryl Street Drainage and Street Improvements project, including the preparation of plans, specifications and estimates. The project included roadway, intersection and drainage improvements, including green street elements; modifications to catch basins; pedestrian crossing enhancements through curb ramp and pedestrian signal upgrades; incorporation of Living Street Design principles, traffic calming elements; and signing and striping. The scope of work included field investigation, topographical survey, utility coordination, providing various pavement rehabilitation and site improvement alternatives, conceptual design options, CEQA documentation, and bid and construction support.

► **DATES:** 2020-2022 ► **AGENCY CONTACT:** DANIEL GRUEZO, CIVIL ENGINEER, 310.318.0661 X2279, DANIEL.GRUEZO@REDONDO.ORG

A & B: GENERAL EXPERIENCE & PROJECT UNDERSTANDING



Annual Residential Streets Rehabilitation, Phase 1 and Phase 2

CITY OF COMPTON | COMPTON, CA

NV5 provided engineering design services for the preparation of plans, specifications and estimates for the City's annual residential street rehabilitation projects. The scope of work included: review and analysis of the City's existing Pavement Management Study; research of the City's existing street plan information; performing necessary soil investigations and coring samples; utilities notification and coordination; topographic survey; field review; and improvements to street pavement, street drainage, curb and gutter, sidewalk, and ADA curb ramps.

► **DATES:** 2019-2021 ► **AGENCY CONTACT:** JOHN STRICKLAND, PROJECT MANAGER, 310.605.5505, JSTRICKLAND@COMPTONCITY.ORG



Lake Drive Storm Drain Replacement

CITY OF ENCINITAS | ENCINITAS, CA

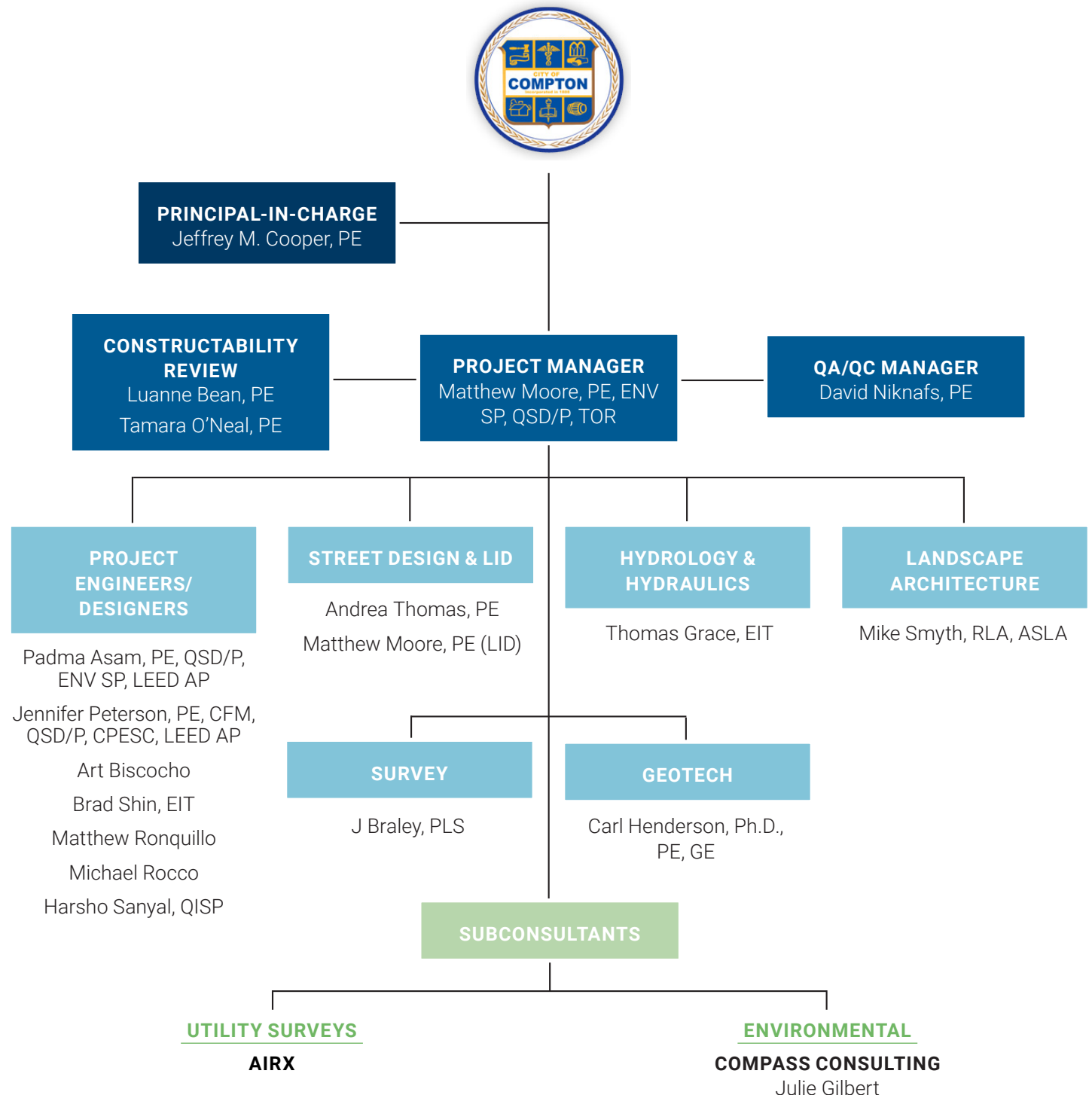
NV5 is providing engineering design services for the Lake Drive Storm Drain Replacement Project, which involves the replacement of approximately 2,000 feet of failed 48-inch corrugated metal pipe (CMP) with new reinforced concrete pipe (RCP) through an environmentally sensitive canyon area between Lake Drive and Interstate 5 (I-5). Design hydraulic analysis revealed the original pipe was significantly undersized, resulting in the failure of the system within the canyon. NV5 recommended that a new detention basin be constructed to attenuate the peak flows through the canyon. During the design period, due to significant rainfall events, a large sinkhole developed at the top of the project limits. NV5 worked closely with the City and emergency construction crews to produce an emergency "interim" design to collect and convey the drainage. The emergency response and "interim" design was subsequently recognized for awards by the San Diego chapters of both the APWA and ASCE.

► **DATES:** 2021-CURRENT ► **AGENCY CONTACT:** MATT WIDELSKI, PRINCIPAL ENGINEER, 760.633.2777, MWIDELSKI@ENCINITASCA.GOV

C: QUALIFICATIONS & EXPERIENCE

Organization Chart

Our team of experts bring direct, relevant, successful and current experience working on projects of similar scope and complexity. We are equipped with the resources to provide the CITY with the requested Engineering Services for your project. Shown below are team roles and responsibilities.



C: QUALIFICATIONS & EXPERIENCE OF PROJECT TEAM



CONTACT INFO

matthew.moore@nv5.com

EXPERIENCE

28 years

EDUCATION

M.S. Civil Engineering

B.S. Civil Engineering

LICENSES/CERTIFICATES

Civil Engineer (CA)

No. 56780

Envision Sustainability

Professional (CA)

No. 10891

Qualified SWPPP

Developer/Qualified

SWPPP Practitioner

No. 00046 (CASQA)

Trainer of Record for QSD/

QSP No. 00046

AFFILIATIONS

American Society of Civil
Engineers

* = project performed
while employed at a
different firm



MATTHEW MOORE, PE, ENV SP, QSD/P, TOR

Project Manager

Mr. Moore brings more than 28 years of experience in water resources, including hydrologic and hydraulic engineering design for flood control, drainage, green infrastructure, water quality, and erosion control facilities. His work includes FEMA Flood Insurance Rate Map letters of map amendment/revision (LOMA/R) review for FEMA and preparation of floodplain studies and LOMRs for developers and municipalities. He has extensive experience in hydrologic and hydraulic analyses, including preparation of storm drainage plans and stormwater quality best management practices (BMP) design and documentation. Mr. Moore served on the technical advisory committee for the development of the first San Diego County LID Manual and the San Diego County Hydrology Manual update.

Project Experience

BMP Feasibility Study

KROGER COMPANY | COMPTON, CA

Design Lead. Mr. Moore prepared a stormwater best management practice feasibility study for the Kroger-Ralphs Compton Distribution Facility. The facility is enrolled under and subject to the California Industrial General Permit. In an effort to remain in compliance with permit provisions, additional BMPs are required for the site to meet the water quality requirements of the permit. The site currently employs a variety of site control and structural treatment controls. However, additional advanced treatment BMPs with media filtration are likely required to meet the water quality discharge requirements. This feasibility study presents BMP sizing requirements, siting options, and BMP recommendations for implementation.

Lake Drive Storm Drain Improvements Project

CITY OF ENCINITAS | ENCINITAS, CA

Technical Design Lead. Mr. Moore is providing technical oversight and direction on the preparation of final design Plans, Specifications, and Estimate (PS&E) for this project, which consists of removal and replacement of approximately 2,000 LF of existing 48-inch Corrugated Metal Pipe (CMP) and associated appurtenances from the curb inlet along Lake Drive west through the canyon to I-5 (just before crossing under the freeway). The existing improvements will be replaced with new pipes and appurtenances of similar size and a suitable material. The new storm drain will generally follow the same alignment to preserve existing hydraulic conditions and minimize site disturbances as much as possible.

Los Angeles County Alondra Park Multibenefit Stormwater Capture Project*

LOS ANGELES COUNTY | LOS ANGELES, CA

Project Manager. Mr. Moore led the design for this multidiscipline design project. The project will revitalize an existing park with new stormwater infrastructure, new soccer and multipurpose turf fields, two rehabilitated baseball fields, landscaping, and lighting. The project will capture and treat dry-weather and stormwater runoff from a 4,495-acre drainage area, with up to 34 acre-feet of runoff during a single storm event, by retaining runoff in a subsurface storage system. The project also includes Low Impact Development features, including the planting of native and drought-tolerant vegetation and trees, bioswales and permeable pavements. Project funding is provided through Measure W, County of Los Angeles, local municipalities, and Caltrans.

C: QUALIFICATIONS & EXPERIENCE OF PROJECT TEAM

Interstate 105 Widening and Improvements*

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LA METRO) | LOS ANGELES, CA

Drainage and Water Quality Design Lead. Mr. Moore was the drainage and water quality design lead for this freeway widening and improvement project in central Los Angeles for both the preliminary environmental documentation stage and the design phase through 100 percent submittal to the reviewing agencies. He co-authored the project approval/environmental document phase water quality assessment report in support of the environmental document. He clearly identified existing project conditions and regulations, project impacts, and construction and operations phase design features required for regulatory compliance and impact minimization. Following environmental document approval, Mr. Moore led the drainage analysis and design for the project mainly including inlet and pipe replacement along the length of the freeway.

Mid-Coast Corridor Transit Project Drainage Design*

SAN DIEGO ASSOCIATION OF GOVERNMENTS | SAN DIEGO, CA

Drainage and Water Quality Design Lead. Mr. Moore was the Drainage and Water Quality Design Lead for the Mid-Coast Corridor Transit Project. His responsibilities included drainage and water quality design for the civil improvements consisting of new tracks (at grade and elevated), stations, roadways, retaining walls and bridges. Floodplain analyses were conducted for longitudinal and transverse (bridges) encroachments. Water quality design consists of post-construction Low Impact Development and hydromodification management features to comply with various MS4 permits (City, Caltrans, UCSD) and the Caltrans permit. Drainage and water quality designs were reviewed and coordinated with Caltrans District 11, UCSD, and the City of San Diego. Project challenges included fitting post-construction water quality BMPs within constrained right-of-way with existing utilities.

State Route 76 Floodplain Analysis and Drainage Design*

COUNTY OF SAN DIEGO/GRANITE CONSTRUCTION | SAN DIEGO COUNTY, CA

Drainage Lead. Mr. Moore was the drainage lead for engineering construction drawings for a 2.3-km widening and realignment of State Route 76 along San Luis Rey River and bridge widening along a river tributary east of Interstate 15. Mr. Moore's duties included the preparation of hydrology and hydraulic analyses, reports, and storm drain design for final engineering construction drawings, including Rational Method and Unit Hydrograph Method hydrology calculations, culvert, ditch and inlet design and analysis using WSPG-W and hydraulic floodplain calculations and mapping using HEC-RAS; bridge scour analysis using HEC-18; sediment transport and scour protection design along San Luis Rey River using HEC-6 and HEC-23; and FEMA CLOMR/LOMR preparation and processing.

Green Streets and Green Parking Lots Design Guidelines and Standards*

COUNTY OF SAN DIEGO | SAN DIEGO, CA

Project Manager. Mr. Moore was the Project Manager for the development of Green Streets and Green Parking Lots technical guidance documents, standard drawings, and specifications. The goal of the guidelines and standards are to educate and assist developers and County staff in implementing sustainable green infrastructure. The guidebooks and standards provide a consistent approach to green infrastructure design and implementation. Development of the guidelines, standard drawings and specifications included input from a diverse group, including client, stakeholders, and the public, to evaluate overlapping interests and regulations. The information is now included as part of the County's Best Management.

C: QUALIFICATIONS & EXPERIENCE OF PROJECT TEAM

CONTACT INFO

david.niknafs@nv5.com

EXPERIENCE

30 years

EDUCATION

M.S. Civil Engineering

B.S. Civil Engineering

LICENSES

Civil Engineer (CA)

No. 42697

AFFILIATIONS

American Public Works
Association (APWA)

American Society of Civil
Engineers (ASCE)

Transportation &
Development Institute

DAVID NIKNAFS, PE

QA/QC Manager

Mr. Niknafs has more than 30 years of civil engineering experience in the public and private sectors working on various capital improvement projects and has extensive experience working as a project director and project manager. He has managed numerous public works and development projects, including roadways, bridges, drainage, sewer, water, underground utilities, building facilities and related infrastructure improvement projects. He is in charge of providing overall project direction to the project technical team and providing resource allocation; preparing and administering budgets; preparing and monitoring project schedules; managing production of preliminary design and final design; preparing various detailed technical reports; providing oversight and performing quality control.

Project Experience

Annual Residential Street Rehabilitation, Phase 1 and Phase 2

CITY OF COMPTON | COMPTON, CA

Project Manager. Mr. Niknafs was responsible for providing professional engineering design services, including preparing plans, specifications and estimates for the City's annual residential street rehabilitation projects. Scope of work included: review and analysis of the City's existing Pavement Management Study; research of the City's existing street plan information; performing necessary soil investigations and coring samples; utilities notification and coordination; topographic survey; field review; and improvements to street pavement, street drainage, curb and gutter, sidewalk, and ADA curb ramps.

Wilmington Avenue Pedestrian and Bicycle Improvements

CITY OF COMPTON | COMPTON, CA

Project Manager. Mr. Niknafs was responsible for providing professional design engineering services, including plans, specifications, cost estimates and related bid documents for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project. The project included pavement rehabilitation on Wilmington Avenue from El Segundo Boulevard to Rosecrans Avenue. Scope of work consisted of various pedestrian and bicycle improvements; the installation of wider and colored crosswalks; countdown pedestrian signals; enhanced pedestrian lighting; the installation of Class II bike lanes with wayfinding signage and Class I bike paths; and the installation of four solar-powered speed feedback signs for speed control and attainment.

North La Brea Avenue "Green Street" Improvements

CITY OF INGLEWOOD | INGLEWOOD, CA

Project Manager. Mr. Niknafs was responsible for providing comprehensive design services and delivering final plans, specifications and estimates for this "Green Street" improvement project. The project consisted of the street rehabilitation of North La Brea Avenue from the northerly side of Florence Avenue to the City limits, located north of 64th Street. The purpose of the project was to mitigate existing distressed asphalt paving and addressed stormwater runoff issues. As part of the design process, our team evaluated all available design alternatives and developed an NPDES/MS4-compliant stormwater management plan that takes advantage of a network of pervious surfaces within the parking lanes and green areas with the median and parkway. Other improvements included repair of damaged sidewalks, curbs and gutters, cross gutters, alley gutters and driveway approaches.



C: QUALIFICATIONS & EXPERIENCE OF PROJECT TEAM

CONTACT INFO

luanne.beam@nv5.com

EXPERIENCE

35 years

EDUCATION

M.S. Civil Engineering

B.S. Civil Engineering

LICENSES

Civil Engineer (CA)

No. 50129

Former Class A General
Engineering Contractor

REGISTRATIONS

FEMA OPS - I

HAZMAT First Responder/
Operations Level

DOT Offers of Bulk
and Non-Bulk HAZMAT
Packages

Nuclear Waste Safety
for Workers

LUANNE BEAN, PE

Constructability Review

Ms. Bean has more than 35 years of experience in the engineering, design, and construction of water and wastewater projects. As a Registered Civil Engineer and a former Class A General Engineering Contractor, Ms. Bean has seen construction from both sides of the fence. Her technical skills include specialized structural analysis and design of large 600-MGD water treatment plants, pipelines up to 12 feet in diameter, mechanical analysis, SCADA & I&C oversight and coordination, diesel generator design and AQMD permitting, the preparation of engineering plans, specifications and cost estimates, as well as construction management. She has held various positions with many public agencies, including Structural Discipline Director for Southern Nevada Water Authority's \$6B CIP program, for which she specialized in structural and forensic analysis, Project Manager for the Metropolitan Water District, and Project Officer in charge of disaster funding across three states and five counties for FEMA.

Project Experience

Pearl Avenue Sewer Replacement

[CITY OF COMPTON](#) | [COMPTON, CA](#)

Project Manager/Senior Engineer. Ms. Bean is serving as Project Manager and Lead Constructability Review Engineer for the preparation of updated engineering design plans, specifications and construction cost estimates for the Pearl Avenue Sewer Replacement. There are 29 plan sheets and a full set of construction specifications prepared in the old CSI format signed and sealed by the City's former Public Works Director from January 2016. The City requested NV5 to perform a constructability review on the existing plans, discuss with the City any cost-savings recommendations, update construction costs estimate, update construction specifications, and incorporate updated underground utility research on the current set of plans. NV5 is also providing survey services.

Diversion Pipeline

[CITY OF CULVER CITY](#) | [CULVER CITY, CA](#)

Project Manager/Construction Manager. Ms. Bean oversaw the construction management, inspection and engineering services for the construction of sewer main diversion pipes reversing sewer flow via conventional cut and cover as well as trenchless jack-and-bore methods to abandon Mesmer and Overland Sewer Pump Stations. This also involved extensive permits and coordination with Caltrans, the City of Los Angeles, and the City of Culver City for these jack-and-bore pipelines underneath the I-405 and Route 90.

Drilling & Equipping of New Water Wells

[LONG BEACH UTILITIES DEPARTMENT](#) | [LONG BEACH, CA](#)

Project/Construction Manager. Ms. Bean is serving as Project/Construction Manager for the project. As a subconsultant to Wood Rodgers, NV5 is providing Construction Management and Inspection Services for the drilling and equipping of two separate potable water supply wells, with a design capacity of 2,500 gallons per minute. Located within a City Park, the project requires coordination with residents and management of unhoused individuals. Final well design includes two separate wells housed within a CMU building, with a submersible turbine pump and motor, electrical and SCADA equipment, piping, valving and appurtenances, electrical, instrumentation and control, connection to existing water distribution system, and site restoration.



C: QUALIFICATIONS & EXPERIENCE OF PROJECT TEAM

CONTACT INFO

tamara.oneal@nv5.com

EXPERIENCE

28 years

EDUCATION

B.S. Civil Engineering

LICENSES/CERTIFICATES

Civil Engineer (CA)

No. 69107

TAMARA O'NEAL, PE

Constructability Review

Ms. O'Neal has more than 28 years of experience in municipal and private engineering services, including capital improvement and development review project management, sewer rehabilitation design and planning, stormwater quality regulatory, reporting and review services, asset management, floodplain development services and environmental restoration services. In addition to having direct public agency employment experience, Ms. O'Neal has provided extension of staff services on a consultant basis for numerous cities, as well as water and sanitation districts in San Diego, Orange, Riverside and Los Angeles counties.

Project Experience

Plan Check & Traffic Engineering Services

CITY OF COMPTON | COMPTON, CA

Plan Check Engineer. Ms. O'Neal is providing professional plan check services for the City's Public Works Department. Services include technical plan check for engineering documents and plans and review of maps and legal descriptions for conformance with Federal, State and local regulations, particularly the California Subdivision Map Act and general compliance with City Standards, Ordinances and Regulations, including the Low Impact Development requirements identified in City of Compton Ordinance 2,252 (including maintaining database Excel spreadsheet for BMPs tracking through the various stages of development).

Lake Drive Storm Drain Replacement

CITY OF ENCINITAS | ENCINITAS, CA

Project Manager. Ms. O'Neal is managing the team providing engineering design services for the Lake Drive Storm Drain Replacement Project, which involves the replacement of approximately 2,000 feet of failed 48-inch corrugated metal pipe (CMP) with new reinforced concrete pipe (RCP) through an environmentally sensitive canyon area between Lake Drive and Interstate 5 (I-5). The existing system collects runoff from the surrounding developed area and conveys it down a steep slope through a natural canyon and west toward I-5. Design hydraulic analysis revealed the original pipe was significantly undersized. Due to the undersized pipe and downstream constraints, designing a new detention basin was necessary to attenuate the peak flows through the canyon. During the design period, due to significant rainfall, a large sinkhole developed at the top of the project limits, eventually affecting a portion of Lake Drive and local utilities, prompting an emergency response by the City. NV5 worked closely with the City and the emergency construction crews to produce an emergency "interim" design to collect and convey the drainage. At the same time, the failed slope and adjacent roadway were reconstructed.

On-Call Plan Check + Public Works Inspection Services

CITY OF BEAUMONT | BEAUMONT, CA

Project Manager. Ms. O'Neal is providing the City with review of as-needed private development projects and public works inspection services. Reviews include improvement, sewer and storm drain plans, hydrology and hydraulic reports, water quality reports, geotechnical reports, structural calculations and cost estimates. NV5 is assisting the City with the development of checklists, standard notes, unit price lists and other documents to standardize and streamline the review/inspection process.



C: QUALIFICATIONS & EXPERIENCE OF PROJECT TEAM

CONTACT INFO

padma.asam@nv5.com

EXPERIENCE

17 years

EDUCATION

M.S. Structural
Engineering

B.S. Civil Engineering

LICENSES/CERTIFICATES

Civil Engineer (CA)
No. 83896

Qualified SWPPP
Developer/ Qualified
SWPPP Practitioner
No. 27085

Envision Sustainability
Professional

LEED Accredited
Professional



PADMA ASAM, PE, QSD/P, ENV SP, LEED AP

Project Engineer/Designer

Ms. Asam has 17 years of design experience in public work projects, including design of roadway widening and alignments, retaining walls, pedestrian ramps, engineering reports and utility undergrounding. She is adept in the design standards of various local public agencies in Southern California. Ms. Asam has extensive experience reviewing grading plans, street and storm drain improvement plans, utility plans, tract maps, structural plans and details and stormwater-related documents. She has extensive experience working with local funding agencies to prepare and administer grant applications on behalf of local agency clients. In addition to submitting progress reports, applications for funding, and closeout documentation, she has coordinated public outreach efforts and developed strong working relationships with Caltrans Local Assistance staff.

Project Experience

Oak Knoll Road Improvements

CITY OF POWAY | POWAY, CA

Project Engineer. Ms. Asam performed plan and profile design, storm drain system design and driveway profile design. The 1-mile road improvement project stretched through a variety of zoned areas that required the roadway design width to vary throughout its length and meet the unique needs of each zoned area — commercial, high density, and residential. Roadway improvements included necessary demolition, relocation of overhead utilities, pavement rehabilitation, pavement overlay, curb, gutter, sidewalks, on-street parking, signage and striping, traffic control, signal modifications, drainage, traffic calming, retaining walls and landscaping.

Alley Paving Improvements

CITY OF IMPERIAL BEACH | IMPERIAL BEACH, CA

Ms. Asam prepared alley improvement, drainage improvement plans and specifications for an award-winning “Green Streets” project. Incorporating Low Impact Development techniques and complying with new stormwater regulations, the project paved 22, 20-foot-wide alleys to provide improved access to residences whose homes front the alleyways. The improved alley design called for a ‘V’-shaped cross-section with a 2-foot strip of pervious concrete along the center flowline with filtration material and an underdrain connecting to an existing storm drain system. In instances where no outfall was available, the underdrain was connected to a new dry well structure, which provided additional water quality benefits. In addition to providing an all-weather driving surface, drainage improvements, and water quality enhancements, the project repaired deteriorating sewer mains and relocated existing overhead utility poles within the City’s right-of-way.

On-Call Plan Check Services

CITY OF LAKE ELSINORE | LAKE ELSINORE, CA

Plan Check Engineer. Ms. Asam provided review of Water Quality Technical Reports, grading plans, tract improvement plans, parcel mergers and lot line adjustments. Other tasks included reviewing hydrology and hydraulic data output calculations in conjunction with proposed storm drain design and reviewing NPDES documents for conformance to jurisdictional requirements and the City’s Standard Urban Stormwater Management Plan as needed and as required by the Regional Water Quality Control board.

C: QUALIFICATIONS & EXPERIENCE OF PROJECT TEAM

CONTACT INFO

jennifer.peterson
@nv5.com

EXPERIENCE

27 years

EDUCATION

B.S. Civil Engineering
(Environmental)

LICENSES/CERTIFICATES

Civil Engineer (CA)
No. 67821

Qualified SWPPP
Developer/Qualified
SWPPP Practitioner
(CA) No. 00502 (CASQA)

Certified Floodplain
Manager

Certified Professional
in Erosion & Sediment
Control

LEED Accredited
Professional

AWARDS + HONORS

- ▶ 2024 Outstanding
Service Award for
contributions to CASQA's
Construction General
Permit Training Team



JENNIFER PETERSON, PE, CFM, QSD/P, CPESC, LEED AP Project Engineer/Designer

Ms. Peterson is a senior project manager with 27 years of focused experience working in the water resources field and managing stormwater projects — from the planning stages all the way through design and construction. She has managed stormwater inspection staff throughout California and provides assistance to other offices and project managers in preparing technical documents and addressing challenging issues related to the State's General Construction Permit, and Phase I and II Municipal (MS4) Permits. She has managed stormwater programs for various agencies throughout the state, which has included preparation and review of technical water quality documents, creating tools and processes for efficient plan check reviews, stormwater training, review and editing of technical specifications, and management of various stakeholders and subconsultant staff.

Project Experience

Lake Drive Storm Drain Replacement

CITY OF ENCINITAS | ENCINITAS, CA

Project Engineer. Ms. Peterson is providing engineering design services for the Lake Drive Storm Drain Replacement Project, which involves the replacement of approximately 2,000 feet of failed 48-inch corrugated metal pipe (CMP) with new reinforced concrete pipe (RCP) through an environmentally sensitive canyon between Lake Drive and Interstate 5 (I-5). Design hydraulic analysis revealed the original pipe was significantly undersized, resulting in the failure of the system. Designing a new detention basin was necessary to attenuate the peak flows through the canyon. During the design period, due to significant rainfall, a large sinkhole developed, eventually affecting a portion of Lake Drive and local utilities, prompting an emergency response by the City. NV5 worked with the City and the emergency construction crews to produce an emergency "interim" design to collect and convey the drainage.

Alley Paving Improvements

CITY OF IMPERIAL BEACH | IMPERIAL BEACH, CA

Project Engineer. Ms. Peterson was responsible for design and support calculations for pervious pavement sections for an award-winning "Green Streets" project. Incorporating Low Impact Development techniques and complying with new stormwater regulations, the project paved 22, 20-foot-wide alleys to provide improved access to residences whose homes front the alleyways. The improved alley design called for a 'V'-shaped cross-section with a 2-foot strip of pervious concrete along the center flowline with filtration material and an underdrain connecting to an existing storm drain system. The project provided an all-weather driving surface, drainage improvements, and water quality enhancements.

Revelle College Drive Educational Stormwater Treatment

UNIVERSITY OF CALIFORNIA SAN DIEGO (UCSD) | SAN DIEGO, CA

Project Manager. The goal of this project was to design an educational stormwater and water quality treatment system for this 6-acre drainage basin by diverting runoff from the existing storm drain system into a proposed bioretention basin. As project manager for NV5 and the civil work, Ms. Peterson worked closely with UCSD and the Landscape Architect to develop a concept from which grading and landscape plans were prepared. The final design consisted of a series of bioretention basins that students could walk through and signage about how stormwater was being treated.

C: QUALIFICATIONS & EXPERIENCE OF PROJECT TEAM

CONTACT INFO

art.biscocho@nv5.com

EXPERIENCE

30 years

EDUCATION

B.S. Civil Engineering

ART BISCOCHO

Project Engineer/Designer

Mr. Biscocho has more than 30 years of experience as a Project Designer. He has a demonstrated ability to manage multiple projects from planning to construction close-out. He has a wealth of knowledge of the overall operational experience working with municipal agencies, and his qualifications include the ability to review and prepare construction plans, specifications and cost estimates; provide engineering counter assistance; process permits; and establish, maintain and foster positive working relationships with agency staff.

Project Experience

North La Brea Avenue “Green Street” Improvements

CITY OF INGLEWOOD | INGLEWOOD, CA

Project Designer. Mr. Biscocho prepared plans, specifications and estimates for for this “Green Street” improvement project. The project consisted of the street rehabilitation of North La Brea Avenue from the northerly side of Florence Avenue to the City limits, located north of 64th Street. The purpose of the project was to mitigate existing distressed asphalt paving and addressed stormwater runoff issues. As part of the design process, our team evaluated all available design alternatives and developed an NPDES/MS4-compliant stormwater management plan that takes advantage of a network of pervious surfaces within the parking lanes and green areas with the median and parkway. Other improvements included repair of damaged sidewalks, curbs and gutters, cross gutters, alley gutters and driveway approaches.

Beryl Street Drainage and Street Improvements

CITY OF REDONDO BEACH | REDONDO BEACH, CA

Project Engineer. Mr. Biscocho provided engineering design services for the Beryl Street Drainage and Street Improvements project, including the preparation of plans, specifications and estimates. The project included roadway, intersection and drainage improvements, including green street elements; modifications to catch basins; pedestrian crossing enhancements through curb ramp and pedestrian signal upgrades; incorporation of Living Street Design principles, traffic calming elements to enhance safety, mobility, and access for users to accommodate a variety of transportation modes; and signing and striping.

Annual Residential Street Rehabilitation (Phases 1 and 2)

CITY OF COMPTON | COMPTON, CA

Project Designer. Mr. Biscocho was responsible for preparing plans, specifications and estimates for the City’s annual residential street rehabilitation projects. Scope of work included review and analysis of the City’s existing Pavement Management Study; research of the City’s existing street plan information; performing necessary soil investigations and coring samples; utilities notification and coordination; topographic survey; field review; and improvements to street pavement, street drainage, curb and gutter, sidewalk, and ADA curb ramps.



C: QUALIFICATIONS & EXPERIENCE OF PROJECT TEAM

CONTACT INFO

brad.shin@nv5.com

EXPERIENCE

16 years

EDUCATION

B.S. Civil Engineering

LICENSES/CERTIFICATES

Engineer-in-Training
(CA) No. 171980

BRAD SHIN, EIT

Project Engineer/Designer

Mr. Shin has experience working on various public improvement and private land development projects related to street, planning, grading, sewer, water, drainage, stormwater and erosion design for construction of residential, commercial, industrial and infrastructure facilities. He is experienced in preparing engineering construction documents (plans, specifications, reports, and calculations) and in utilizing AutoCAD Civil 3D, Hydroflow, Microsoft Office Programs, Bluebeam, CivilD, EPANET, and WSPG. Mr. Shin has 10 years of experience as a project manager in South Korea, where he participated in coordination meetings with internal design teams and external consultants, contractors and public agencies during implementation of public land development and infrastructure projects.

Project Experience

FY 2023-24 Street Rehabilitation

CITY OF PLACENTIA | PLACENTIA, CA

Project Engineer. Mr. Shin is providing engineering design services for the City's FY 2023-24 Street Rehabilitation project as part of our on-call contract with the City. The project includes repaving or slurry seal for various streets within the City. In general, the work consists of asphalt overlay, slurry seal; replacement of damaged sidewalk, curb, and gutter; and new signing, striping, markings, and pavement legends. The work includes the preparation of two bid packages – one for residential/local streets and one for arterial streets. NV5 will prepare storm drain improvement plans for the intersection of Walnut Avenue and Center Street based on the Storm Drain Master Plan Update and prepare preliminary and final bid packages and cost estimates for the project.

Cherry Avenue and Other Roads, Fontana Area

COUNTY OF SAN BERNARDINO | FONTANA, CA

Project Engineer. Mr. Shin is providing engineering design services, including preparation of final plans, specifications and cost estimates for the project, which involves pavement rehabilitation to Cherry Avenue and other roads (approximately 14.72 miles) and for the replacement of existing ADA ramps at 42 locations in the Fontana area. NV5 will review the existing topographic to ensure new ramps drain properly and identify and address localized drainage issues within the project footprint.

Hacienda Avenue Spa Zone Street Improvements

CITY OF DESERT HOT SPRINGS | DESERT HOT SPRINGS, CA

Project Engineer. Mr. Shin is providing engineering design services for the City's Hacienda Avenue Spa Zone Street Improvements project. The improvement project extends from Tamar Drive to the city limits. The purpose of the project is to provide pedestrian and bicycle safety infrastructure improvements. There are currently no bike lanes along this 1.9-mile segment of Hacienda Avenue. The project proposes to construct 10,341 feet of sidewalks, 9,450 square feet of safety medians, 42 ADA ramps, 8,528 feet of buffered bike lanes, 8,872 feet of standard Class II bike lanes, 99 streetlights, 17 crosswalks, and one intersection safety improvement. The scope of work includes utility coordination; topographic and right-of-way surveys and preparation of base maps, legal descriptions and plats; pavement investigation and recommendations; preparation of preliminary and final plans, specifications and estimates; environmental documentation; and bid and construction support.



C: QUALIFICATIONS & EXPERIENCE OF PROJECT TEAM

CONTACT INFO

matthew.ronquillo
@nv5.com

EXPERIENCE

2 years

EDUCATION

B.S. Civil Engineering

A.S. Engineering

A.A. Science &
Mathematics

MATTHEW RONQUILLO

Project Engineer/Designer

Mr. Ronquillo is an Assistant Engineer experienced in the plan check, design and administration of public works projects. He is skilled in AutoCAD, ArcGIS, Civil 3D, structural analysis, and analyzing design and contract documents. He is well-versed in the Greenbook, Standard Plans for Public Works Construction, and interpreting City standards.

Project Experience

Plan Check & Traffic Engineering Services

CITY OF COMPTON | COMPTON, CA

Assistant Engineer. Mr. Ronquillo is assisting the team that is providing professional plan check services and traffic engineering services for the City's Public Works Department. Services include technical plan check for engineering documents and plans and review of maps and legal descriptions for conformance with Federal, State and local regulations, particularly the California Subdivision Map Act and general compliance with City Standards, Ordinances and Regulations, including the Low Impact Development requirements identified in City of Compton Ordinance 2,252 (including maintaining database Excel spreadsheets for BMPs tracking through the various stages of development). NV5 also performs various Traffic Engineering Services.

FY 2023-24 Street Rehabilitation

CITY OF PLACENTIA | PLACENTIA, CA

Assistant Engineer. Mr. Ronquillo is assisting the team responsible for providing engineering design services for the City's FY 2023-24 Street Rehabilitation project as part of our on-call contract with the City. The project includes repaving or slurry seal for various streets within the City. In general, the work consists of asphalt overlay, slurry seal; replacement of damaged sidewalk, curb, and gutter; and new signing, striping, markings, and pavement legends. The work includes the preparation of two bid packages – one for residential/local streets and one for arterial streets. NV5 will prepare storm drain improvement plans for the intersection of Walnut Avenue and Center Street based on the Storm Drain Master Plan Update and prepare preliminary and final bid packages and cost estimates for the project. NV5 will also provide construction support services.

Hacienda Avenue Spa Zone Street Improvements

CITY OF DESERT HOT SPRINGS | DESERT HOT SPRINGS, CA

Assistant Engineer. Mr. Ronquillo is assisting the team responsible for providing engineering design services for the City's Hacienda Avenue Spa Zone Street Improvements project. The improvement project extends from Tamar Drive to the city limits. The purpose of the project is to provide pedestrian and bicycle safety infrastructure improvements. There are currently no bike lanes along this 1.9-mile segment of Hacienda Avenue. The project proposes to construct 10,341 feet of sidewalks, 9,450 square feet of safety medians, 42 ADA ramps, 8,528 feet of buffered bike lanes, 8,872 feet of standard Class II bike lanes, 99 streetlights, 17 crosswalks, and one intersection safety improvement. The scope of work includes utility coordination; topographic and right-of-way surveys and preparation of base maps, legal descriptions and plats; pavement investigation and recommendations; preparation of preliminary and final plans, specifications and estimates; environmental documentation; and bid and construction support.



C: QUALIFICATIONS & EXPERIENCE OF PROJECT TEAM

CONTACT INFO

michael.rocco@nv5.com

EXPERIENCE

22 years

EDUCATION

AutoCAD University

NV5 Project Manager
Course

LICENSES/CERTIFICATES

CADD Drafting & Technical
Drawing Certificates

AFFILIATIONS

American Public Works
Association (APWA)

MICHAEL ROCCO

Project Engineer/Designer

Mr. Rocco is a Senior Civil Designer with more than 22 years of experience. He is highly proficient in AutoCAD and AutoCAD Civil3D. He has experience working on projects in all phases, from concept to construction. He excels in the development of complete plan sets, understands the importance of plan presentation and construction details, effectively uses digital terrain model surfaces and field data provided by survey teams, and is able to review geotechnical data to assist with earthwork quantity calculations. His experience includes construction management and field inspection. He has the technical experience to lead plan development for roadway geometric layout, site design, grading, retaining walls, striping, signing, and traffic control.

Project Experience

Lake Drive Storm Drain Replacement

CITY OF ENCINITAS | ENCINITAS, CA

Project Designer. Mr. Rocco is providing engineering design services for the Lake Drive Storm Drain Replacement Project, which involves the replacement of approximately 2,000 feet of failed 48-inch corrugated metal pipe (CMP) with new reinforced concrete pipe (RCP) through an environmentally sensitive canyon between Lake Drive and Interstate 5 (I-5). Design hydraulic analysis revealed the original pipe was significantly undersized, resulting in the failure of the system. Designing a new detention basin was necessary to attenuate the peak flows through the canyon. During the design period, due to significant rainfall, a large sinkhole developed, eventually affecting a portion of Lake Drive and local utilities, prompting an emergency response by the City. NV5 worked with the City and the emergency construction crews to produce an emergency “interim” design to collect and convey the drainage.

Alley Paving Improvements

CITY OF IMPERIAL BEACH | IMPERIAL BEACH, CA

Senior Designer. Mr. Rocco was responsible for the preparation of plans, specifications, and construction estimates of an award-winning “Green Streets” project. Incorporating Low Impact Development techniques and complying with new stormwater regulations, the project paved 22, 20-foot-wide alleys to provide improved access to residences whose homes front the alleyways. The improved alley design called for a ‘V’-shaped cross-section with a 2-foot strip of pervious concrete along the center flowline with filtration material and an underdrain connecting to an existing storm drain system. The project provided an all-weather driving surface, drainage improvements, and water quality enhancements.

Revelle Stormwater Treatment Facility

UC SAN DIEGO | SAN DIEGO, CA

Revelle College received a grant for a water quality demonstration and water conservation (turf removal) project to be located on a site near the south end of the campus at the corner of North Torrey Pines Road and Revelle College Drive. Following completion of the topographic survey by NV5, NV5 staff developed a preliminary design that intercepted flow from an existing storm drain system and conveyed it along a meandering sidewalk via a shallow, landscaped bioswale to a series of four biofiltration basins that treated the flows, incorporated enhanced wall elements and stepped down toward Torrey Pines Road to preserve the architectural character of the proposed landscape improvements and amenities.



C: QUALIFICATIONS & EXPERIENCE OF PROJECT TEAM

CONTACT INFO

harsho.sanyal@nv5.com

EXPERIENCE

2 years

EDUCATION

M.S. Civil Engineering
(concentration on
Water Resources
& Environmental
Engineering)

B.S. Civil Engineering

LICENSES/CERTIFICATES

Engineer-In-Training (EIT),
New York, No. 096647

AFFILIATIONS

California Stormwater
Quality Association
(CASQA)

New York Water and
Environmental Association
(NYWEA)

* = project performed
while employed at a
different firm



HARSHO SANYAL, QISP

Project Engineer/Designer

Mr. Sanyal brings two years of dedicated experience in the environmental industry, specializing in stormwater management. His professional background is rooted in New York and New Jersey, where he has adeptly authored reports detailing compliance with stormwater quality and quantity standards set forth by the New Jersey Department of Environmental Protection. Additionally, Mr. Sanyal has demonstrated expertise in compliance within Flood Hazard Areas (FHAs). His comprehensive understanding of environmental regulations, coupled with a proven track record, positions him as a valuable asset in navigating the complexities of stormwater management within regulatory frameworks.

Mr. Sanyal's project portfolio encompasses extensive hydraulic and hydrologic modeling, crucial for evaluating peak flows and flow depths on project sites. To achieve these objectives, he proficiently utilizes a diverse range of software, including Hydraflow Hydrographs, HEC-RAS, PCSWMM, InfoWorks ICM, and StormCAD. Additionally, he demonstrates proficiency in leveraging ArcGIS for hydrologic analysis and mapping data. Complementing his analytical skills, he has actively contributed field support during inspections of sewer networks and green infrastructure projects.

Project Experience

Canoe Brook PFAS Pilot Study*

NEW JERSEY AMERICAN WATER | MILLBURN, NJ

Stormwater Engineer. Mr. Sanyal determined the watershed area of Canoe Brook and analyzed land cover across delineated subcatchments. He built a hydrologic model to calculate peak flow across 2-, 10- and 100-year storms, as well as Design Flood flows. He built an HEC-RAS model to calculate water surface profiles and limits of inundation. He authored an initial draft of a Flood Hazard Area (FHA) permit report. The purpose of this project was to determine the FHA at the site due to Canoe Brook, as there were no such flood plans available from FEMA or NJDEP at this location. These updated elevations would be used for the design of a PFAS treatment facility at the site.

NJTA Interchange 17*

NEW JERSEY TURNPIKE AUTHORITY | SECAUCUS, NJ

Stormwater Engineer. Mr. Sanyal delineated the project into subcatchments, analyzed land cover, and determined peak flows with a hydrologic model. He sized detention basins to meet stormwater quality requirements. He analyzed gutter flow with StormCAD to determine the required gutter size. He drafted flow and subcatchment figures for reports with MicroStation. The purpose of the project was to relocate a ramp that merges onto the New Jersey Turnpike. As a result of this relocation, impervious surface and motor vehicle surface were altered, leading to new requirements for stormwater management.

Sydney Metro*

CITY OF SYDNEY | SYDNEY, NSW, AU

Hydrology Engineer. Mr. Sanyal delineated project area subcatchments and created shape files for overland flow. He generated an InfoWorks ICM model and generated hydrologic results across the project area. The purpose of the project is to construct a metro line connecting the Sydney area, facilitating fast transport. Hydrologic analysis was being done near track and node locations to determine construction parameters.

C: QUALIFICATIONS & EXPERIENCE OF PROJECT TEAM

CONTACT INFO

andrea.thomas@nv5.com

EXPERIENCE

23 years

EDUCATION

M.S. Civil Engineering

B.S. Civil Engineering

LICENSES/CERTIFICATES

Civil Engineer (CA)

No. 68926

AFFILIATIONS

American Society of Civil Engineers

WaterReuse San Diego and Inland Empire Chapters

ANDREA THOMAS, PE

Street Designer

Ms. Thomas has over 23 years of experience in the civil engineering field, including project management, construction management, customer service, payroll/project accounting, and labor and contract compliance.

Project Experience

Project Management, Construction Management & Inspection Services

CITY OF POWAY | POWAY, CA

Project Manager/Construction Manager. Ms. Thomas' responsibilities included maintaining responsible charge of approximately 50 Capital Improvement projects during all phases of a project life cycle, managing and maintaining productive working relationships across departments to productively include all stakeholders, and setting up procedures and creating training materials in support of Virtual Project Management software for department use on all capital projects. She also prepared and delivered presentations to City Council in support of resolution adoptions, contract awards, project acceptance, and funding requests. Ms. Thomas also managed multiple construction projects concurrently, including field inspections, RFIs, and change orders, coordinated and delivered the design, contract negotiations, contracts, and construction of Poway's Annual Pavement Management Program. The program coordinates separate, concurrent, and time-constrained construction contracts for asphalt repair, slurry coating, and striping improvements.

Pedestrian Improvements at B Street Cruise Terminal

PORT OF SAN DIEGO | SAN DIEGO, CA

Project Engineer. Ms. Thomas is providing engineering design services for pedestrian improvements at the B Street Cruise Terminal at the Port. The Port is seeking to reconstruct existing surface improvements and establish an operational separation between pedestrian traffic along the embarcadero/"boardwalk" area and the front of the existing Cruise Ship Terminal Building. The proposed project will replace and reconfigure aging surface improvements to allow for improved pedestrian queuing and access movements during peak use times. The proposed project will include removing and reconstructing existing AC pavement, existing curb and gutter, and sidewalk and pedestrian ramp improvements. The project will incorporate the use of removable pedestrian barriers to be placed as needed by District staff during designated times.

Engineering and Capital Improvement Projects

CITY OF SAN DIEGO | SAN DIEGO, CA

Associate Civil Engineer. Ms. Thomas was responsible for managing federal grant projects citywide from allocation to completed construction, reviewing and evaluating plans for tenant improvements, ADA improvements, and grant applications. She also prepared RFPs, specifications and bid advertisements, coordinated environmental permit processes and funding documents on behalf of grant awardees for City Council approval, and reviewed projects in progress for emerging stormwater regulation and compliance with SWPPPs and BMPs.



C: QUALIFICATIONS & EXPERIENCE OF PROJECT TEAM

CONTACT INFO

thomas.grace@nv5.com

EXPERIENCE

24 years

EDUCATION

B.S. Civil Engineering

LICENSES/CERTIFICATES

Engineer in Training, CA
No. 103177

THOMAS GRACE, EIT

Hydrology & Hydraulics

Mr. Grace is a registered Engineer-in-Training with over 24 years of experience specializing in hydrologic and hydraulic engineering for urban drainage facilities, flood control improvements, floodplain studies and water quality compliance documentation. His work includes preliminary and final engineering design phases, as well as SWPPP and SUSMP documentation. He is skilled in using HEC-RAS, Auto-CAD, WSPG, HEC-HMS, FlowMaster, CulvertMaster, HY-8, CivilCAD, AES Model, Pond Pack, StormCAD, and SWMM.

Project Experience

Lake Drive Storm Drain Replacement

CITY OF ENCINITAS | ENCINITAS, CA

Project Engineer. Mr. Grace is providing engineering design services for the Lake Drive Storm Drain Replacement Project, which involves the replacement of approximately 2,000 feet of failed 48-inch corrugated metal pipe (CMP) with new reinforced concrete pipe (RCP) through an environmentally sensitive canyon between Lake Drive and Interstate 5 (I-5). Design hydraulic analysis revealed the original pipe was significantly undersized, resulting in the failure of the system. Designing a new detention basin was necessary to attenuate the peak flows through the canyon. During the design period, due to significant rainfall, a large sinkhole developed, eventually affecting a portion of Lake Drive and local utilities, prompting an emergency response by the City. NV5 worked with the City and the emergency construction crews to produce an emergency “interim” design to collect and convey the drainage.

On-Call Plan Check + Public Works Inspection Services

CITY OF BEAUMONT | BEAUMONT, CA

Project Manager. Mr. Grace is part of the team providing the City with review of as-needed private development projects. Reviews include improvement, grading, and erosion control plans, sewer and storm drain plans, hydrology and hydraulic reports, water quality reports, geotechnical reports, structural calculations, and cost estimates. NV5 has also been providing stormwater management support for construction, MS4, and Industrial permits as staff extension to the City. We assisted the City with a recent RWQCB audit and have represented the City at the Riverside County Technical Advisory Committee (TAC) meetings, which discuss overall stormwater compliance topics within the region. NV5 has helped write stormwater guidance for developers and City staff to use as well as their Local Implementation Plan (LIP), and their annual stormwater progress report.

Bradley Road Bridge Over Salt Creek, Preliminary Drainage Study

CITY OF MENIFEE | MENIFEE, CA

Project Engineer. This project consists of improving Bradley Road between Rio Vista Drive and Potomac Drive within the City of Menifee, Calif. This improvement consists of providing an all-weather crossing at Salt Creek in lieu of the existing two-pipe culvert dip crossing. Such an improvement is necessary for the surrounding communities that get stranded even after a five-year storm event as the roadway gets completely flooded and becomes impassable. This is a safety concern to the senior citizen community because emergency vehicles cannot reach them without having to go through a lengthy detour. Duties included: hydrologic and hydraulic analyses.



C: QUALIFICATIONS & EXPERIENCE OF PROJECT TEAM

CONTACT INFO

mike.smyth@nv5.com

EXPERIENCE

37 years

EDUCATION

B.S. Landscape
Architecture

LICENSES/CERTIFICATES

Registered Landscape
Architect

(CA) No. 3231

(CO) Pending

(OR) No. 0317

(WA) No. 1070

(AZ) No. 56354

AFFILIATIONS

American Society of
Landscape Architects
(ASLA)

Council of Landscape
Architectural Registration
Boards (CLARB) No. 0773

DHS Federal Emergency
Response Official (FEMA
CERT)

* = project performed
while employed at a
different firm

MIKE SMYTH, RLA, ASLA

Landscape Architecture

Mr. Smyth has decades of professional landscape architecture experience working throughout the Western United States and manages NV5's Landscape Architecture Studio, which provides service center support to the entire company. In addition to his conventional landscape architecture experience, Mr. Smyth is also experienced in the many facets of environmental design, including wetland mitigation and riparian restoration, and stormwater facility vegetation to comply with water quality standards. He is very experienced at providing bid and construction support services, as well as post-construction monitoring services.

Project Experience

Foothill Boulevard, Verdugo Boulevard, and Angeles Crest Highway Landscape Median Replacement

CITY OF LA CAÑADA FLINTRIDGE | LA CAÑADA FLINTRIDGE, CA

Sr. Landscape Architect. Our team is providing engineering and landscape architectural design services to our client, who is interested in reducing maintenance, capturing stormwater, and improving the roadside aesthetics on a mile of existing streets running through the center of town. The existing median landscapes are a mix of turf grasses, degraded shrub beds, and street trees, little of which is indigenous. The replacement landscaping will feature tree protection, and the removal of the turf, shrubs, and aged underground irrigation systems. Once the site soils have been repaired and the new irrigation system installed, the medians will be planted with compatible groupings of native, drought-tolerant shrub and ground-cover plants. To improve the stormwater capture and pre-treatment, the finish grades will be modified to slope inward from the curbs, which should aid in the on-site retention and infiltration without affecting the roadway base and sub-base conditions.

Broadway Creek Restoration

CITY OF EL CAJON | EL CAJON, CA

Sr. Landscape Architect. Mr. Smyth managed the design and production of preliminary and final planting and permanent irrigation designs and contract documents for the Broadway Creek Restoration project. The existing creek had been channelized to minimize flood damage to neighboring properties and was in a degraded condition following years of high-flow erosion and the establishment of invasive species. To improve aesthetic and functional values within the channel, the bottom was opened to promote groundwater recharge and slow high flow rates.

First San Diego River Improvements*

CITY OF SAN DIEGO | SAN DIEGO, CA

Landscape Designer. Mr. Smyth was responsible for developing the preliminary design needed to gain land use approval for the widening of the existing channel between SR-163 and I-5. Following land use and design review approvals, Mr. Smyth prepared the final planting and irrigation contract plans for the 3.2-mile-long improvements located in Mission Valley. Designed as a flood control project for a consortium of federal, state and local agency funding partners, the project was deemed a priority after historic flooding caused extensive damage to adjacent properties, while creating a more future higher-density development and build-out. Important landscape design elements included invasive vegetation removal, homogeneous emergent, riparian and upland vegetative communities, waterfowl habitat, and miles of new, paved, multi-use path.



C: QUALIFICATIONS & EXPERIENCE OF PROJECT TEAM

CONTACT INFO

j.braley@nv5.com

EXPERIENCE

45 years

EDUCATION

General Education courses

Land Survey courses

Land Surveying

Fundamentals

AutoCAD Level 1 & Level 2

Global Positioning Survey
course

GIS course

LICENSES/CERTIFICATES

Professional Land Surveyor
(CA) No. 8446

Professional Land Surveyor
(NV) No. 19903



J BRALEY, PLS

Survey

Mr. Braley has more than 45 years of experience as a Land Surveyor in California, Oregon, Washington, Nevada, and Virginia for public works agencies, institutional agencies, and private land developers. He has a strong background in right-of-way mapping, boundary and title-related issues as well as topographic surveys, horizontal and vertical control, final monument and construction staking. Mr. Braley was the survey project manager on several large projects, including the mapping for over 100 sections, resolving the boundaries on over 1,800 parcels within those sections, and resolved boundaries for 30 miles of the Los Angeles Aqueduct.

Project Experience

FY 2022-23 Pavement Management Program Implementation

CITY OF GLENDALE | GLENDALE, CA

Survey Manager. Mr. Braley is providing surveying services as part of the team that is providing engineering design services for the City's Fiscal Year 2022-23 Pavement Management Program Implementation project. Improvements include selective removal and repair of concrete curbs and gutters, sidewalks, driveways, cross gutters, catch basins, bus pads, and alley aprons; pavement repairs, including full-depth reconstruction, rubberized asphalt pavement wearing course (ARHM); crack seal; Asphalt Rubber Aggregate Membrane (ARAM); and Slurry Seal Type II; sewer point repairs based on City-provided CCTV videos; utility pull box relocation; storm drain infrastructure analysis and design, including hydrology and hydraulic analysis if needed; installation of survey well monuments; tree plantings, including coordinating with the City for tree species and locations; and review of the City's Bicycle Master Plan and design of plans according to recommendations.

Park Manor Reservoir Slope Repair and Debris Mitigation

CITY OF GLENDALE WATER AND POWER | GLENDALE, CA

Survey Manager. Mr. Braley is providing surveying services as part of the team that is providing engineering design services for the Park Manor Reservoir Slope Repair and Debris Mitigation project. Park Manor Reservoir is a 3.5-million-gallon, concrete-lined, potable water reservoir near the Glendale Freeway. The project addresses erosion that has occurred on the top of the slope and a catch basin that is consistently blocked with debris received from the hillside. Engineering design services include slope repair and maintaining a 10-foot to 12-foot-wide road and crest at the top to mitigate further erosion. The design will also include debris mitigation to prevent debris from washing into the catch basin. Services include meetings and coordination; topographic survey; geotechnical investigation; preparation of preliminary and final plans, specifications and cost estimate; and bidding, construction and post-construction support.

On-Call Plan Check Services

CITY OF SEAL BEACH | SEAL BEACH, CA

Plan Check Engineer. Mr. Braley is part of the NV5 team providing on-call engineering plan check services to the City for land development projects, including grading, drainage, street improvements, hydrology reports, Water Quality Management Plans (WQMP), National Pollutant Discharge Elimination System (NPDES) reports, and Storm Water Pollution Prevention Plans (SWPPP); utilities permits/plans; surveying; and subdivision projects, including lot line adjustments, tract maps, parcel maps and certificates of compliance.

C: QUALIFICATIONS & EXPERIENCE OF PROJECT TEAM

CONTACT INFO

carl.henderson@nv5.com

EXPERIENCE

25 years

EDUCATION

Ph.D. Civil Engineering

M.S. Civil Engineering
(Geotechnical)

B.S. Civil Engineering

LICENSES/CERTIFICATES

Geotechnical Engineer (CA)
No. 2886

Civil Engineer (CA)
No. 71115

AFFILIATIONS

American Public Works
Association (APWA) -
Member

American Indian Science
and Engineering Society
(AISES) - Member

National Society of Black
Engineers (NSBE) -
Lifetime Member

Society of American
Military Engineers (SAME)
- Member

CARL HENDERSON, Ph.D., PE, GE Geotechnical Engineer

Dr. Henderson has more than 25 years of experience performing geotechnical evaluations for a wide variety of projects, including water and wastewater, bridges, highways, roadways, embankments, levees, buildings, land development, commercial and industrial facilities. He has extensive experience with embankment construction and stability evaluations for many large roadway construction projects in California.

Over the last 12 years, he has served as the Senior Geotechnical Project Manager and Geotechnical Project Manager for some of the largest highway and bridge projects within San Joaquin County.

Project Experience

FY 2022-23 Pavement Management Program Implementation

CITY OF GLENDALE | GLENDALE, CA

Geotechnical Project Manager. Dr. Henderson is providing geotechnical engineering services as part of the team that is providing engineering design services for the City's Fiscal Year 2022-23 Pavement Management Program Implementation project. Improvements include selective removal and repair of concrete curbs and gutters, sidewalks, driveways, cross gutters, catch basins, bus pads, and alley aprons; pavement repairs, including full-depth reconstruction, rubberized asphalt pavement wearing course (ARHM); crack seal; Asphalt Rubber Aggregate Membrane (ARAM); and Slurry Seal Type II; sewer point repairs based on City-provided CCTV videos; utility pull box relocation; storm drain infrastructure analysis and design, including hydrology and hydraulic analysis if needed; installation of survey well monuments; tree plantings, including coordinating with the City for tree species and locations; and review of the City's Bicycle Master Plan and design of plans according to recommendations.

Beryl Street Drainage and Street Improvements

CITY OF REDONDO BEACH | REDONDO BEACH, CA

Geotechnical Project Manager. Dr. Henderson provided geotechnical engineering services as part of the team that provided engineering design services for the Beryl Street Drainage and Street Improvements project, including the preparation of plans, specifications and estimates. The project included roadway, intersection and drainage improvements, including green street elements; modifications to catch basins; pedestrian crossing enhancements through curb ramp and pedestrian signal upgrades; incorporation of Living Street Design principles, traffic calming elements to enhance safety, mobility, and access for users to accommodate a variety of transportation modes; and signing and striping.

Annual Residential Street Rehabilitation

CITY OF COMPTON | COMPTON, CA

Geotechnical Project Manager. Dr. Henderson provided geotechnical engineering services for the project. The scope of work includes review and analysis of the City's existing Pavement Management Study; research of the City's existing street plan information; performing necessary soil investigations and coring samples; utilities notification and coordination; topographic survey; field review; and improvements to street pavement, street drainage, curb and gutter, sidewalk, and ADA curb ramps.



C: QUALIFICATIONS & EXPERIENCE OF PROJECT TEAM

Subconsultants

NV5 will enlist the following subconsultants to assure all requirements of the project are completed by an expert in the field and finished in a timely and cost-effective manner.



AirX Utility Surveyors, Inc. (AirX) has been providing quality Subsurface Utility Engineering (SUE) services in Southern California for over seventeen years and is one of San Diego's SUE technology leaders. Our areas of operation include the San Diego, Los Angeles, Riverside, San Bernardino, Imperial and Orange Counties. We are federally certified "Woman-Owned Small Business" (#WOSB170968) by the SBA; state certified "Small Business Enterprise" (#36366) with California DGS; "Women's Business Enterprise" (#10050096) with the CPUC; San Diego Small Local Business Enterprise (#11AU0373) in San Diego; and certified by the County of Los Angeles as a Community Business Enterprise (#85737). AIRX offers a comprehensive package that includes: vacuum excavation; locating services (with USA callout ticket support as needed); ground penetrating radar (GPR); video inspection (CCTV) of ducts, sewer & storm drains; right of way & traffic control plans and permit processing; traffic control equipment & personnel; report documentation; and road surface repairs. It is our goal to provide Clients with superior, quality services tailored to meet their needs and project requirements.



Compass Consulting Enterprises, Inc (Compass) is a full-service environmental consulting firm, serving the project life cycle from concept to construction and restoration. Compass' project management team members have more than 25 years of experience in providing a variety of environmental services throughout Southern California. Compass was founded in July 2020 by Julie Gilbert, a veteran environmental planner with more than 25 years of experience in the sectors of public works, transportation, public utilities, public relations, and private development. Ms. Gilbert's career highlights include serving as a senior environmental planner for the County of San Bernardino Department of Public Works, where she prepared the State and Federal environmental documents for multiple County road and flood control projects.

D: PROJECT APPROACH & RESOURCES

Project Understanding

We understand that the City of Compton (City) entered into a \$10 million funding agreement with the California Department of Transportation (Caltrans) that authorized transfer of State funds to the City for the implementation of this Project. The funds transfer agreement was executed on June 24, 2022, and the City has since secured the funding allocation.

The primary objectives of this multi-benefit project include: 1) the expansion and extension of the City's existing storm drain system with the construction of catch basins, lateral pipes, and gravity storm drain mainline along Center Avenue; 2) installation of several structural Low Impact Development (LID) water quality Best Management

Practices (BMPS); and 3) ancillary pavement replacement within the limits of the storm drain improvements. Project implementation will result in multiple benefits including flood mitigation and water quality and water resilience improvements within the Compton Creek and Los Angeles River watersheds.

PROJECT SETTING

The Project analysis and design focus area will be predominately within S. Center Avenue from W. Greenleaf Boulevard to Alondra Boulevard and S. Center Avenue from Alondra Boulevard to W. Laurel Street, and Alondra Boulevard from S. Center Avenue to Compton Creek. The potential water quality capture area is approximately 150 acres of predominately residential development (See **Figure 1** below for Project Location).

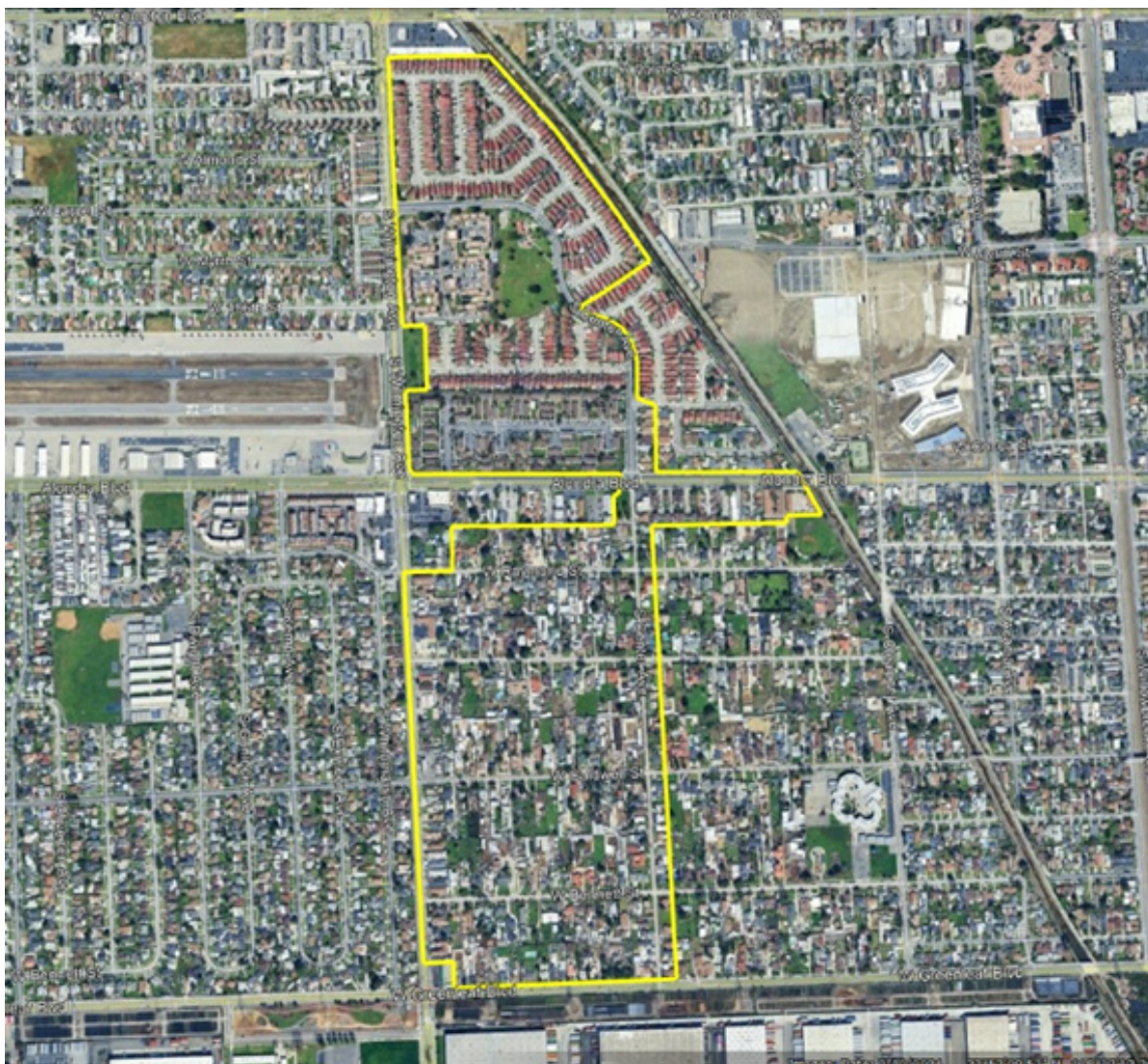


Figure 1. Project Vicinity Map (with 150 acre watershed)

D: PROJECT APPROACH & RESOURCES

Existing main line storm drains within the project area are shown on **Figure 2** (at right) and consist of the following systems:

- S. Wilmington Avenue (BI 2602, Line D)
 - South of Compton Boulevard: 48-inch to 60" Reinforced Concrete Pipe (RCP) on west side of Wilmington flowing north to Compton
- Alondra Boulevard (BI 2602, Line E)
 - Wilmington Avenue to Compton Creek: 33-inch to 48-inch RCP on south side of Alondra Boulevard flowing east to creek
- W. Greenleaf Boulevard (BI0422, Line J)
 - Wilmington Avenue to Oleander Street: 69-inch to 78" RCP on south side of Greenleaf. There is a 39-inch RCP lateral stub at Center Avenue.

There are several local drainage features within the project vicinity that drain the local and collector roads that include curb and gutter, cross gutters, ribbon gutters, catch basins, small diameter storm drain pipes, and outlets to Compton Creek (See **Figure 3** at right).

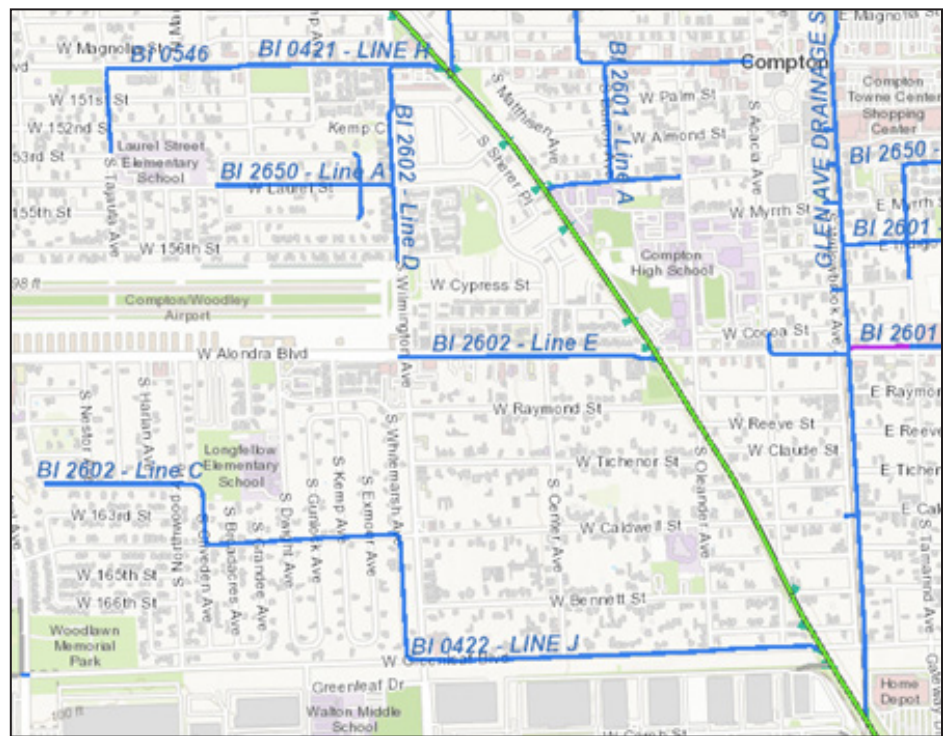


Figure 2. Storm Drain Mainlines in Project Vicinity



Figure 3. Local Storm Drains in Project Vicinity

D: PROJECT APPROACH & RESOURCES

The project area consists of gently sloping or nearly flat terrain with drainage from the residential areas generally toward the collector roads and associated mainline storm drains or toward Compton Creek. Based on a review of the Federal Emergency Management Agency (FEMA) flood insurance rate maps, the Project area is not located within a FEMA mapped floodplain. Based on a review of aerial photos and street views, the intersections along S. Center Avenue in the residential neighborhood between Greenleaf Boulevard and Alondra Boulevard generally do not have any notable drainage features (with the exception of the two catch basins east of the S. Center Avenue and W. Raymond Street). Due to the general lack of curb, gutter, and drainage infrastructure, the roadway intersections along S. Center Avenue in this neighborhood, which is categorized as a two-lane collector road, experience shallow flooding and associated poor pavement conditions (See **Figure 4** below).



Figure 4. Intersection of S. Center Avenue and W. Tichenor Street

The residential neighborhood north of Alondra Boulevard is a more recent development than south of Alondra Boulevard with the street sections containing curb and gutter, cross gutters, and several catch basins. Intersection flooding does not appear to be an issue in this neighborhood (See **Figure 5** below).



Figure 5. Intersection of S. Center Avenue and W. Cypress Street

D: PROJECT APPROACH & RESOURCES

An update of the Citywide Pavement Management Program (PMP) was issued in 2024. This report provides Pavement Condition Indices (PCI) for each roadway section in the City network, along with recommended maintenance and repair strategies and a forecasted maintenance and rehabilitation report based on 2024 roadway inspections. A summary of the pavement conditions within the Project vicinity is shown in **Figure 6** below. Note that S. Center Ave. has very poor PCI scores south of Alondra Blvd. (PCI < 40), and poor (PCI 41-59) to fair (PCI 60-74) scores

north of Alondra Blvd. Alondra Blvd. east of S. Center Ave. is rated as very good. The maintenance type assigned to S. Center Ave. from W. Greenleaf Blvd. to W. Laurel St. is Asphalt Rubber Hot Mix (ARHM) in Fiscal Year 2026-2027. Alondra Blvd. from S. Center Ave. to Compton Creek is not scheduled for near term maintenance. Although the primary focus of the Project based on the Caltrans funding agreement project description is not PMP implementation, the PMP report information can help inform and prioritize future drainage and roadway upgrades in the Project

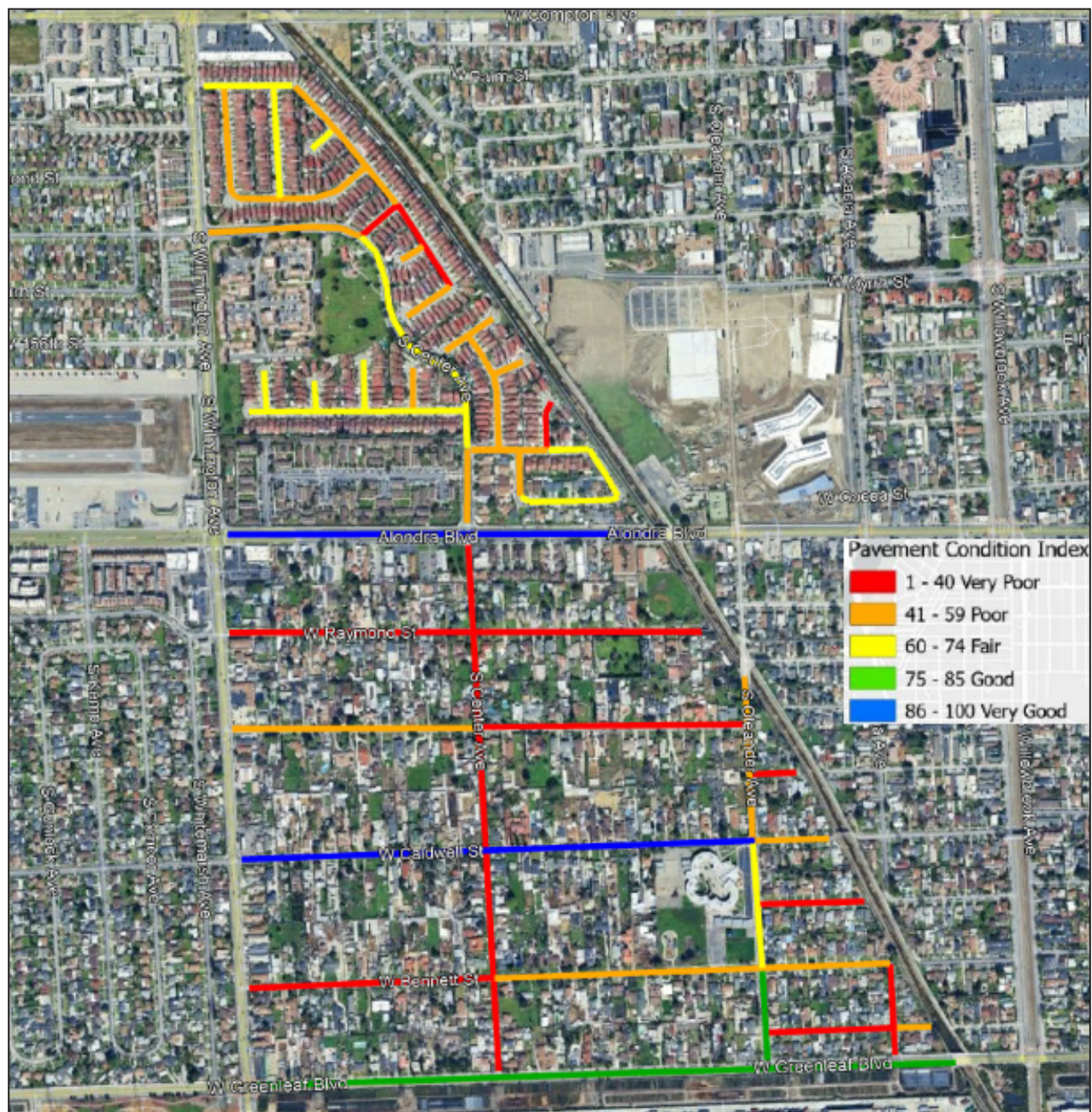


Figure 6. 2024 Pavement Condition Index Exhibit

D: PROJECT APPROACH & RESOURCES

Project Approach and Resources

The main objective of the project design approach is to first satisfy the Project objectives set forth in the funding agreement with Caltrans. These objectives are focused on flood mitigation, water quality improvements, and enhanced recreational opportunities in areas that currently lack adequate drainage and green space. Secondary project benefits will be realized by roadway surface replacement in the vicinity of Project elements, particularly along S. Center Avenue.

The general project design approach will consist of the following primary scope elements which are discussed in more detail below.

Scope Elements

- Project Management
- Data Collection and Review
- Survey and Topography
- Utility Research and Mapping
- Geotechnical Study
- Drainage Study and Stormwater Management Plan
- Conceptual Design
- Environmental Compliance (CEQA)
- Final Design (PS&E)
- Bid and Construction

PROJECT MANAGEMENT

Prior to initiating preliminary design development, the NV5 team will conduct a kick-off meeting with the City's project manager to clarify scope tasks, deliverables, assumptions, budget, schedule, invoicing, reporting, and roles and responsibilities. In coordination with the City, the NV5 team will establish regular monthly project progress check-in meetings and milestone deliverable review meetings. NV5 project management will also consist of project schedule tracking and updates, monthly invoicing and progress reports, agency and other coordination as needed.

Deliverables:

Meeting agendas and minutes, monthly progress reports

DATA COLLECTION AND REVIEW

Prior to initiating field visits or activities, the NV5 team will collect reports, storm drain, street, and other improvement plan drawings that are readily available online, or obtained by research at the City, County, and Caltrans offices. It is anticipated that the initial data obtained will be storm

drain, sewer, water and street record drawings, floodplain mapping, hydrology and hydraulic reports, watershed studies, and other background information. This will include a comprehensive inventory of existing drainage facilities including review of as-built record drawings obtained from the Los Angeles County Public Works Flood Control District and Caltrans. Following this initial data collection and review effort, members of the NV5 design team will conduct on-site field review and data collection to verify the location of drainage facilities, drainage patterns, roadway conditions, and items that require detailed field survey information. NV5 designers will collect information on existing project vicinity drainage, roadway, and other features using handheld GPS data recorders, cameras, and portable computers to log and record the information for later review at the office and to coordinate with the NV5 survey group prior to their field survey work. The data collected in the field by the designers will be cataloged and mapped in a GIS and/or platform for future reference by the entire design team and the City.

Note that the RFP requested the following information: *"Describe options available for data gathering, rating Calculations, photo or video features, retrieval of data, report capabilities, mapping abilities, etc. Also, describe options available and recommend actions for maintaining the information (by the City), once turned over and accepted. Describe process of analysis to be used to make recommendations for roadway improvements and projections related to annual allocation needs, impact of not funding needs, etc. Describe impact each alternate item would have on collection process of project."* The NV5 team will gather field data using standard data retrieval procedures using handheld GPS units and/or tablets with data transferred to a GIS application for storage, display, and mapping. The team will work with the City to format the data so that it can be utilized by the City.

Deliverables:

GIS, CAD, photos, and notes of design field investigations

SURVEY AND TOPOGRAPHY

NV5 Survey will perform a topographic survey of the areas shown on the attached Exhibit A and prepare a CAD/Civil 3D drawing of planimetrics and a Civil 3D surface based on the survey. Said survey will be based on existing published horizontal and vertical control. Street Right-of-Way information will be shown based from record GIS mapping information only.

D: PROJECT APPROACH & RESOURCES

NV5 Survey will provide the following Survey services.

Survey Task 1

- **Project Research**

NV5 will research and obtain existing GIS locations showing the approximate street right-of-way. Horizontal control will be established per California State Plane Coordinates Zone 5, US Survey Feet. Vertical control will be established per Los Angeles County record benchmarks at or near the project site.

- **Horizontal, Vertical, Boundary Control, Aerial Targets**

NV5 will establish horizontal and vertical control from GPS Observations processed through OPUS NGS Online service. Horizontal Datum will be California State Plane Coordinates Zone V US Survey feet and Vertical Datum will be NAVD 88 derived from L.A. County Benchmarks at or near the site. Boundary control will be provided from record maps and monuments of record found during the field survey and research process. Aerial targets will be set per locations provided by aerial consultant RJ Lung.

- **Topographic Design Survey** (See **Survey Exhibit A** on page 31)

NV5 will conduct a field survey (see yellow areas on **Exhibit A**) of existing topographic features that includes all surface features: roadways, driveways, curb ramps, sidewalks, curb and gutter, trees and other vegetation, existing striping, traffic signals, light poles, power poles, pull boxes, manholes, storm drain inlets, fire hydrants, and any other surface-visible utilities. The extents of the survey will be within the limits as shown on **Exhibit A**. Limits of survey will be from back of sidewalk to back of sidewalk along the street right-of-way. Design level survey will be merged with aerial survey to provide continuity between Design & Aerial survey data.

Any survey monuments that are found during the field survey will be located and shown on the plans. The inverts on gravity utilities will be measured if accessible.

Survey Task 2

- **Aerial Topography Survey** (See **Survey Exhibit A** on page 31)

NV5 shall coordinate with our Aerial Mapping Consultant (RJ Lung & Associates) to provide aerial flight and topographic mapping of the project area (see green area on **Exhibit A**). NV5 shall place the required number of photo control targets to support the aerial photogrammetry (topographic mapping standards in accordance with FGDC Geospatial Positioning Accuracy Standards, Part 4: Architecture, Engineering, Construction, and Facilities Management (FGDC-STD-007.4-2002), nominally with a plotting scale of 1"= 40' and equivalent vertical accuracy for 1.0 contour intervals.

The aerial photogrammetry will include the following:

1. 40 scale mapping with one-foot (1.00') contour intervals
2. Spot elevations at approximate 50-foot grid

Deliverables

Deliverables shall be a Version 2022 AutoCAD Civil3D file along with a PDF exhibit of the work area. Mapping will be in conformance with FGDC Geospatial Positioning Accuracy Standards, Part 4: Architecture, Engineering, Construction, and Facilities Management (FGDC-STD-007.4-2002), nominally with a plotting scale of 1"= 20" and equivalent vertical accuracy for 1' contour intervals.

QA/QC & Accuracy

All work will be directed, overseen, and checked by a licensed Land Surveyor.

Horizontal and vertical accuracy of design survey points will be +/-0.05'. Surface contours will have an accuracy appropriate to a one-foot contour interval, i.e., +/-1.0 feet.

Horizontal and vertical accuracy of aerial survey data will be +/- 0.20 feet.

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Survey Exhibit A

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UTILITY RESEARCH AND MAPPING

NV5's utility lead (AirX) will research existing utility infrastructure including franchise utilities. The goal is to identify all utilities that may be impacted by the improvement project, including research of the Prior Rights to clearly identify parties responsible for relocation of applicable utilities. The NV5 team routinely engages in utility company coordination for various design projects in the Region so are aware of most providers and their requirements. NV5 will provide the City with verification of utility company review of design plans and/or verification of utility research. NV5 will lead the utility coordination effort and maintain a log of utilities and status. Utility location and potholing recommendations and exhibits will be prepared at this stage for City review prior to engaging utility location contractors. It is anticipated that the utility coordination effort will be focused along S. Center Avenue, Alondra Boulevard, and at the intersections of S. Center Avenue and W. Greenleaf Boulevard and Center Avenue and Alondra Boulevard — intersections where there a number of existing underground and overhead utilities.

Deliverables:

Subsurface utility 2D basemap, utility record drawings, and log of utility company coordination

GEOTECHNICAL STUDY

The purpose of the geotechnical investigation will be to provide geotechnical information for the proposed improvements and provide recommendations, from a geotechnical standpoint, regarding storm drain and utility installation, pavement structural evaluation, and pavement replacement along S. Center Avenue and Alondra Boulevard. Our proposed scope of services for the geotechnical investigation will include the following:

- Review of preliminary project plans, if available.
- Prepare traffic control plans and obtain a right-of-way, and boring permits from the City of Compton and the County of Los Angeles
- Site visit and mark-out of proposed boring locations. As required by the state of California, NV5 will notify Underground Service Alert of the locations of our planned exploration prior to drilling. NV5 will also utilize a private utility locator to mark utilities at the proposed boring locations. Any available subsurface utility information should also be provided to NV5 prior to initiating field exploration to reduce the potential for damaging existing utilities at the site.
- Perform a field investigation of the underlying geotechnical subsurface conditions at the site by

advancing up to nine (9) exploratory borings at depths between 10 to 20 feet below ground surface (bgs) or practical refusal at select locations along the project alignments within public right-of-way.

- Borings will be drilled using a hollow-stem auger truck-mounted drill rig.
- The exploratory borings will be logged and sampled by a qualified geologist or an engineer from NV5.
- Borings performed in paved areas within the public right-of-way are assumed to require hot patching in accordance with permit requirements. Please note that budget has been included for asphalt hot patching, assuming approximately nine (9) locations. NV5 assumes hot patching of 8-inch diameter bore holes with 5-7 inches of asphaltic concrete (AC) (material: PG64-10 hot-mix), rolled for compaction and smoothness, SS1H tack bonding oil to existing asphalt edges, not requiring edge overlay.
- Conducting up to four (4) infiltration tests at depths up to 5 feet below ground surface (bgs) or practical refusal at select locations along the project alignments within public right-of-way.
- Traffic control for borings located in the public right-of-way will be provided in accordance with W.A.T.C.H Manual for Traffic Control and permit requirements. NV5 has assumed that approximately six (6) days of traffic control will be required for the following activities:
 - Field exploration (exploratory borings), and
 - Hot patching
- Based on NV5's review of the preliminary project information, it is understood that the exploration locations will be in the public right-of-way and traffic control will be required. The services of a traffic control subcontractor have been included for all nine (9) locations.
- Appropriate laboratory testing of representative samples of the soils encountered. Laboratory tests may include in-situ moisture content and density, soil classification (sieve analysis), Atterberg Limits, sand equivalent, expansion index, direct shear tests, R-value and corrosivity testing.
- Evaluate the accumulated information and develop conclusions and recommendations addressing the geotechnical aspects of the project.
- Preparation of a geotechnical report summarizing the results of our geotechnical investigation and presenting recommendations, from a geotechnical standpoint, regarding the proposed construction. The

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report will discuss the current site conditions, geologic hazards and general geotechnical conditions affecting the project site. Items addressed will include the following:

- Existing pavement sections
- Recommendations regarding trench excavatability
- Stability of temporary excavations
- Trench bottom stability
- Modulus of soil reaction
- Groundwater
- Pipe backfill and compaction
- Suitability of existing soils for use as backfill materials
- Soil corrosivity
- Lateral bearing capacity and thrust block design parameters
- Seismic design parameters
- Stormwater Infiltration
- Pavement Design
- Geotechnical review of technical specifications for adherence with the Geotechnical Investigation report and the field conditions encountered during the investigation. Sections to be reviewed will include earthwork, foundations, pipeline backfill and concrete. Subsequent to the review, NV5 will prepare a letter indicating the results of the review.

Deliverables:

Draft and Final Geotechnical Report

DRAINAGE STUDY AND STORMWATER MANAGEMENT PLAN

The NV5 team will utilize the information gathered from the previous tasks to prepare a drainage study of the

project area to determine the locations of deficiencies, if any, within the mainline storm drains located in Alondra Boulevard and W. Greenleaf Boulevard, as well as the local and collector street flow capacities, location of sumps, and extent of surface ponding locations along and adjacent to S. Center Avenue. The hydrology and hydraulic analysis will utilize Los Angeles County Public Works criteria and methodology to evaluate existing drainage patterns and storm drain pipes, surface runoff rates and volumes, and proposed storm drain catch basin and pipe design flow rates. Hydrology calculations will utilize County-approved hydrology software such as the Watershed Modeling System (WMS), XP-SWMM, or HydroCalc. Detailed storm drain hydraulic calculations will be performed using the WSPG-W computer program.

If the original hydrology studies for the existing storm drain systems in Alondra Boulevard and Greenleaf Boulevard cannot be located, hydrology studies will be conducted to calculate expected peak 50-year flow rates within these systems to evaluate existing condition hydraulic grade lines, capacity, and potential flooding concerns. The baseline analysis of the existing mainline storm drain will allow us to determine potential project impacts on the existing storm drain systems and potential need for upgrades.

Based on the existing topography and storm drain pipe sizes in Alondra Boulevard and W. Greenleaf Boulevard, it is expected that a proposed storm drain system in Center Avenue will need to be split with connections to both the Alondra Boulevard and W. Greenleaf Boulevard storm drains. Note that the as-built record drawings indicate that there should be an existing 39-inch RCP lateral stub-out at the intersection of S. Center Avenue and W. Greenleaf Boulevard (See **Figure 7** on page 34).

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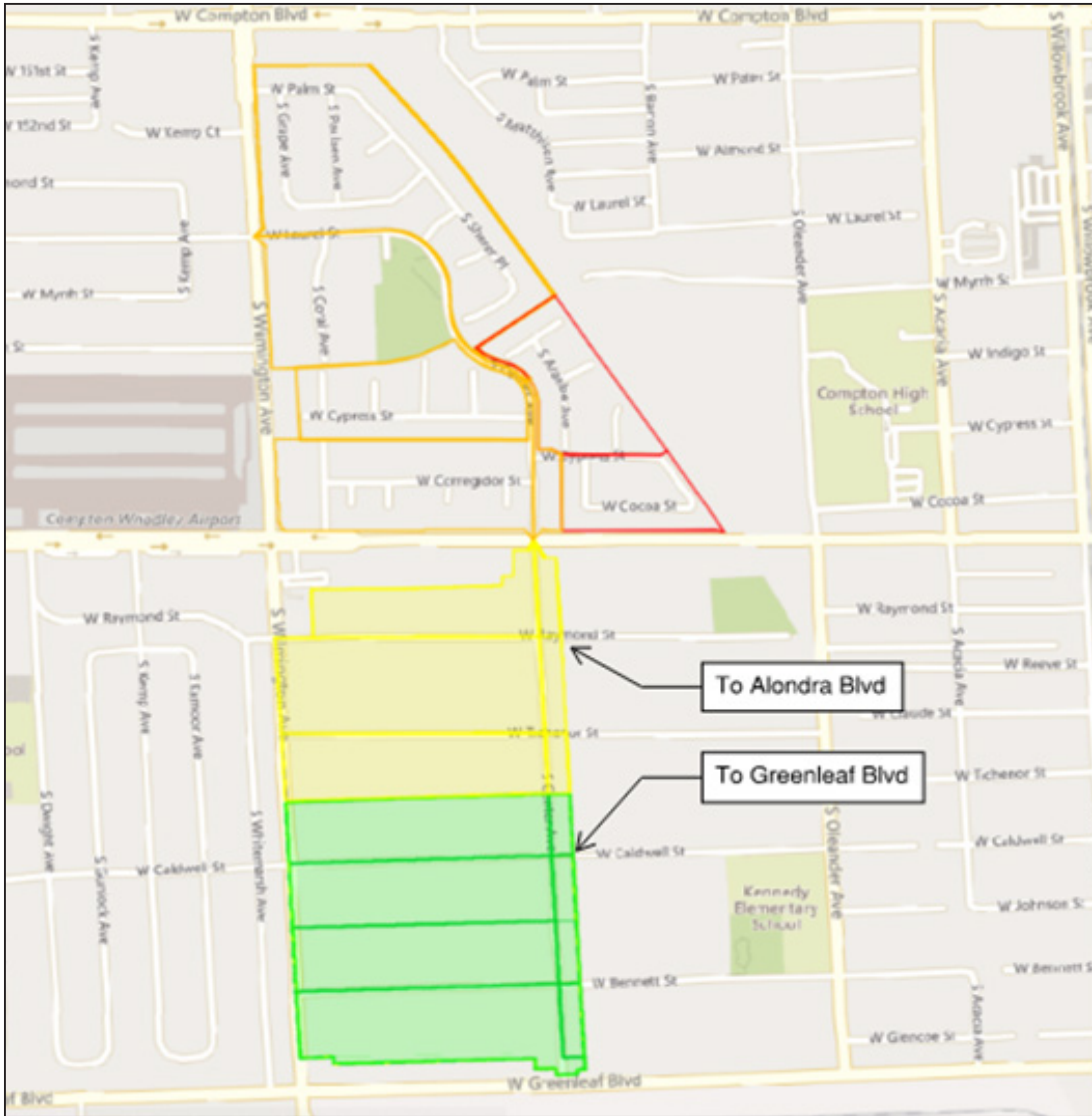


Figure 7. S. Center Avenue Drainage Areas

The draft drainage study will inform the preliminary storm drain design including the preferred location and size of inlets, laterals, and mainline pipes along S. Center Avenue. The draft drainage study will also evaluate the 85th-percentile, 24-hour storm event runoff volumes and peak flow rates to be used for the LID structural BMP design and documented in a Project Stormwater Management Plan (SWMP). The SWMP will utilize an appropriate report template and identify the regional and project area surface and groundwater quality conditions, the minimum water quality treatment requirements, and provide a step-wise approach for the selection of the recommended project LID structural BMPs, operation and maintenance requirements and schedule for the BMPs. A variety of LID structural BMPs will be considered that will be specifically

designed to capture and/or treat stormwater flow that would otherwise contribute to the current flooding problem and water quality issues within Compton Creek. Potential LID BMPs consist of bio-retention/infiltration planters, flow through bio-filtration planters or swales; tree wells; dry wells; and permeable pavement. Selection of the LID BMPs and landscape vegetation will consider long-term water quality treatment effectiveness, operation and maintenance ease and costs, and aesthetic value within the neighborhood.

Deliverables:

Draft and Final Hydrology and Hydraulics Reports; Draft
and Final Stormwater Management Plan

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CONCEPTUAL DESIGN (30% LEVEL PLANS)

Upon completion of the tasks above including draft reports, the NV5 design team will prepare conceptual design plans for City review and approval. The conceptual design plans will provide the conceptual design layout of the proposed storm drain system including catch basin/inlet types, locations, and sizes; storm drain pipe locations and sizes; LID structural BMP types, locations, and sizing; conceptual landscape features and vegetation types; and recommended street improvements. The 30% level conceptual plans will also identify locations of potential temporary construction access easements, if required. The objective of the 30% level conceptual plans is to allow project stakeholders to review and provide input on the main project construction element locations, types, and sizes, and to provide enough design level information for environmental studies (CEQA analysis). It is currently anticipated that the project subsurface and surface design elements will be focused along S. Center Avenue and Alondra Boulevard east of S. Center Avenue.

Based on an initial review of the Project area, the following are some key Project design considerations that will require discussion and coordination with the City at the conceptual design level.

- S. Center Avenue south of Alondra Boulevard is a relatively flat-sloped, narrow roadway and right-of-way, with no existing or continuous curb or gutter.
 - Early coordination with the City on the expected street section is critical to the design of the storm drain and LID BMP features.
 - This creates potential challenges for grading and ADA requirements.
- Residential area construction along the narrow roadway could require significant community and resident notification, input, and interaction.
- Existing storm drain capacity of the main line in Alondra Boulevard may be limited due to relatively small pipe size with the flat slope. A proposed storm drain system in S. Center Avenue will require connections to both the Alondra Boulevard storm drain and the W. Greenleaf Boulevard storm drain systems to distribute the flows, so as to avoid overburdening either system, with the goal of avoiding any storm drain upsizing of either existing system, especially including storm drain outfall modifications that could trigger costly and lengthy environmental analysis and permitting.

Deliverables:

30% Level Conceptual Design Plans and Cost Estimate

including the following sheets: Title, Notes, Survey/Topo, Demolition and Utility Relocations, Grading, Storm Drain Improvements, LID BMP details and landscape planting palette, Street Improvements, Landscape Planting.

ENVIRONMENTAL COMPLIANCE (CEQA)

The City did not identify California Environmental Quality Act (CEQA) compliance as part of the Request for Proposal (RFP); however, it will be needed to complete this Project. The following scope of work is provided assuming that the City does not plan to prepare and process the CEQA documents internally. Compass Consulting can lead the CEQA environmental analysis if requested by the City.

The primary objectives of CEQA are to (1) inform decision makers and the public about the potential, significant environmental effects of proposed projects and activities; (2) identify ways to avoid or mitigate environmental damage; (3) avoid or reduce environmental impacts by requiring implementation of an environmentally preferable alternative or feasible mitigation measures; and (4) disclose to the public the reasons for approval of projects with significant environmental effects through the use of a statement of overriding considerations, where applicable. (CEQA Guidelines, § 15002.)

CEQA defines a “project” as an activity that (1) is a discretionary action by a governmental agency and (2) will either have a direct or reasonably foreseeable indirect impact on the environment. (Pub. Res. Code, § 21065. The Center Avenue Green Street Storm Drain Project is a discretionary project in that the City has discretion over the design, funding, and construction of the project. The Project will have a direct and indirect impact on the environment in that it will require the construction of new storm drain pipelines and other facilities.

The required CEQA review process can result in three different determination/document types — an exemption, an Initial Study with Negative Declaration or Mitigated Negative Declaration (IS/ND or IS/MND), or an Environmental Impact Report (EIR). The anticipated significant impacts (or lack thereof) associated with the project governs the “level” of determination or document to be prepared.

The most common exemption under CEQA is the Categorical Exemption (CE). The CEQA Guidelines (§§ 15301-15333) list 33 categories (or classes) of projects that qualify for exemption. These classes are project types that are common and typically have no significant impacts associated with them. If a project fits within any of these classes, it can be considered categorically exempt and

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generally needs no further CEQA analysis. It is important when assessing a potential project for a CE that the project “fit” directly within the confines of the intent of the CE. In general, modifications to existing facilities are covered by various CEs. The CEs most closely matching the Project description include the following:

- **Section 15301 - Class 1: Existing Facilities:** Consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination. The types of “existing facilities” itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of an existing use. An example can be existing facilities by both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services.
- **Section 15302 – Class 2:** Replacement or Reconstruction. Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

There are instances, however, where a project may not qualify for an exemption even if it fits into one of the 33 exempt classes. These are called exceptions to the categorical exemptions. These exceptions apply to projects that: are located in certain specified sensitive environments (applies only to Classes 3, 4, 5, 6, and 11); are located on a site included on any list compiled pursuant to California Government Code § 65962.5 (“Cortese List”); may damage scenic resources within an officially designated state scenic highway; may cause a substantial adverse change in the significance of a historical resource; may have a significant effect on the environment due to unusual circumstances, or may contribute to significant cumulative impacts (CEQA Guidelines § 15300.2). To determine if an exception exists, technical studies are often prepared.

Given that the scope of work for the Project would add sections of storm drain, and add low-impact development features, catch basins, etc., and because of the large area of the City affected by the Project, Compass, at this stage, does not believe that a Section 15301 – Class 1 Existing Facilities or Section 15302 – Class 2: Replacement or

Reconstruction Exemption would apply.

*It should be noted that the final determination of the level of determination rests with the City as the Lead Agency. Compass recommends that Public Works discuss with City Planning the level of determination for this Project. **For proposal scoping purposes, the worst case scenario of an Initial Study/Mitigated Negative Declaration is assumed. If the City Planning Department agrees that an Exemption would be appropriate, Compass would adjust the scope and cost accordingly and provide a reduced scope of work and fee.***

Additionally, because Caltrans is involved in funding, it is unknown at this time what it may require for environmental compliance. Compass will discuss with Caltrans what it anticipates as being required for their CEQA compliance and coordinate its decision with the City. As discussed, an Initial Study is the most “safe” assumption for the purposes of this RFP until it is determined otherwise.

Task 1: Kick-off, Design Reviews, Site Visit, and Project Description

The Project Description serves as the basis for all of the CEQA documentation and any permitting. A thorough Project Description helps the project proceed smoothly and will ensure that the CEQA documents and permitting are assessing the same parameters. Compass will work with the clients and the City to prepare a thorough Project Description that will cover all aspects of the project design, construction, and operations. Compass can also assist with designing the project to avoid or minimize potential impacts. Compass will attend a kick-off meeting with the Project Team to finalize the Project Description and document the environmental conditions. Compass will prepare a Project Description for use in the CEQA Initial Study.

This deliverable assumes one set of consolidated revisions.

Task 2: Technical Studies

The Initial Study will require a number of studies to be prepared to support the analysis. Compass will rely on the following studies prepared by the design team:

- Soils/Geotechnical
- Hydrology/Water Quality Management Plan
- Phase 1 Environmental Site Assessment – hazardous waste (if applicable)

The following studies are also required to support

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the Initial Study Analysis, and Compass proposes to complete these studies.

It should be noted that even if a CEQA Exemption is determined to be the acceptable compliance documentation, that these technical studies would still be required to ensure that there are no significant impacts.

1. **Air Quality and Greenhouse Gas Assessment/ Energy – Subconsultant: MD Acoustics.** This study identifies the air quality and greenhouse gas emissions that would be used during construction. In general, the scope of services includes the following:
 - Evaluate the existing conditions of the project study area; this will include gathering background air quality data, local wind patterns in the study area and identifying applicable rules, plans, and thresholds of significance.
 - Identify construction-related air quality impacts from associated construction activities at the project site which may include demolition, import/export of fill dirt, mass grading, etc.
 - Quantify and disclose greenhouse gas (GHG) emissions that will be emitted as a result of construction activity. The analysis will discuss project design/mitigation measures that will help reduce greenhouse gas emissions resulting from the proposed project and determine if the project has a significant impact on greenhouse gas emissions.
 - Summarize the results of the study in an air quality and greenhouse gas evaluation report addressing the potential impacts associated with the development. These reports will also summarize the recommended air quality and greenhouse gas mitigation measures applicable to the proposed project.The CEQA Initial Study requires that energy consumption of a project be analyzed. Therefore, an energy consumption study for construction will be performed.
2. **Biological Resources Report – Subconsultant Jennings Environmental.** The Initial Study requires the preparation of a Biological Resources Assessment. Compass will prepare this report, consistent with current standards. It should be noted that an arborist-level survey is not included at this time. The Biological Resources Report would address the number of street trees that would need

further evaluation by an arborist to determine if the excavation of new sewer lines would impact any Tree Protection Zone. A line item for an arborist estimate is provided in this task, but the actual costs and scope would be based on a recommendation by the biologist.

3. **Cultural Resources Assessment/Paleontological Resources Assessment – Subconsultant CRM Tech.** This task generally includes the following: records searches (archaeological and historical, paleontological), request of a sacred lands file search from the Native American Heritage Commission, a field survey, and a final report. Native American tribal consultation will also be required in accordance with AB52, but the City will lead the consultation with the tribes. The cultural resources study will include a search of Native American resources to assist in the City's consultation.
4. **Noise Study – Subconsultant: MD Acoustics (Reserved).** CEQA requires the identification of noise from the project. At this time, based on the scope of work in the RFP, there would be no pile driving or other construction methods that would require a noise study. Because the scope of work would be developed during the design and engineering phase, this line item is being reserved in the event construction methods would require a construction noise analysis.

Task 3: Prepare CEQA Initial Study

1. **Administrative Draft Initial Study.** Upon approval of the Project Description by the Client, Compass will prepare an Administrative Draft Initial Study for the Project, using the latest 2024 CEQA checklist with mitigation and supporting documentation as required. The Administrative Draft includes a draft and one set of revisions for Client review prior to sending for review by the City.

Overall, the Initial Study will analyze the Project under the following criteria, as required by the 2024 CEQA Checklist:

- Aesthetics
- Agriculture and Forestry
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils

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- Greenhouse Gases
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use /Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Traffic and Circulation
- Tribal Cultural Resources
- Utilities
- Wildfire
- Mandatory Findings of Significance

Deliverable:

Administrative Draft Initial Study/Mitigated Negative Declaration, assuming one round of consolidated comments.

2. **Screencheck Draft Initial Study.** Once the Client has approved the Administrative Draft Initial Study, Compass will prepare a Screencheck Draft to the City for City staff review and comment. Comments will be incorporated into a second version of the Screencheck Draft. Once the City approves the Screencheck Draft, Compass will assemble the Final Draft ISMND for public review. This task assumes two sets of revisions from the City, including revisions to technical studies if required.
3. **Mitigation Monitoring and Reporting Program (MMRP).** The Screencheck Draft will include a Draft Mitigation Monitoring and Reporting Program. Compass will provide the MMRP to the client prior to submittal to the City with the Screencheck Draft Initial Study.

Task 4: Notices and Circulation for Public Review

Upon approval of the Final Draft ISMND for public review, Compass will finalize the document and prepare notices for the City to conduct a 20- or 30-day public review, depending on their direction. Compass assumes that it will prepare the Notice of Intent, but the City would provide the mailing to all affected residents as well as provide a notice in the newspaper. This task includes the preparation of the Notice of Completion and the State Clearinghouse Summary Form for the City's submittal to the State Clearinghouse. *It should be noted that Compass can submit the documentation to the State Clearinghouse,*

however, the City Planning Department would need to provide Compass access to the City's State Clearinghouse account. Therefore, it is recommended that the Public Works Department representative for this project obtain a contact in the City Planning Department to coordinate the public circulation submittal. Compass will work with the City to achieve the final results.

Task 5: Final Initial Study

Upon completion of the public review period, Compass will review any public comments received on the document and discuss any substantive changes that should be made to the project or the ISMND as a result of the comments received. Compass will make any revisions to the ISMND as determined necessary and prepare a Final ISMND and Final MMRP. Compass will prepare the Notice of Determination (NOD) to be filed with the County Clerk of the Board and State Clearinghouse. The final document is what the City would take to the Planning Commission and/or City Council for approval.

Task 6: Project Management, Meetings, and Public Hearing

1. **CEQA Document Management.** Compass recommends our attendance at up to three meetings with City staff throughout the project design and environmental review process. This includes coordination with the subconsultants and the Client for Project revisions and questions and quality assurance/quality control of subcontractor reports.
2. **Project Management, Meetings and Coordination.** This task assumes attendance of up to 12 video calls with the engineering team to finalize the design and discuss revisions. In addition to meeting attendance, project management activities will include schedule management, and contract management. Compass will coordinate with the City and the applicant throughout the project to discuss results of analyses, obtain additional information as necessary, resolve any contract administration issues, and provide schedule updates. This task also assumes Compass' attendance at one public hearing to assist the City during the adoption of the IS/MND.
The Project Engineer will provide all engineering data in GIS format for use in graphic analysis.
3. **Subconsultant Management.** This task includes coordinating subconsultants and reviewing/revising their reports for client submittal.

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FINAL DESIGN

Once the City approves the conceptual design and the Project has received a notice of determination under CEQA, NV5's design team will prepare the construction bid documents for 60%, 90%, and 100% submittal reviews by the City. The construction bid documents will include detailed construction plans, technical specifications, the engineer's estimate of probable construction costs (PS&E). The Plan packages will include 1"=40' scale design drawings and appropriate design details for existing utility, survey, and topographic base sheets, demolition and utility relocations, storm drain street improvements, LID structural BMPs, grading plans, landscape planting and irrigation, traffic control and staging, temporary water pollution control, and log of borings.

The construction cost estimate will require frequent updates as the design progresses to ensure that the unit price information is up to date based on the best available cost information and the project construction budget stays within the allocated Project funding.

Deliverables:

60%, 90%, 100% design level plans, specifications and estimate in electronic format. Final signed hardcopy plans shall also be provided.

BID AND CONSTRUCTION

Bid Support

NV5 will assist the City with the preparation of Bid Documents including: signed plans, specifications, and cost estimate; geotechnical report; hydrology/hydraulics report; environmental studies; and environmental permits. During the bidding process, NV5 will also prepare responses to the bidder's questions as needed, and assist the City with the contractor selection process, as needed.

Deliverables:

1. Bid Package Materials (signed plans, specs, estimate, reports, studies, permits – PDF format).
2. Responses to bidder's questions (Word Document or Excel File and PDF).

Engineering Services During Construction

NV5 will provide engineering support services during construction including: response to requests for information (RFIs); review of submittals/shop drawing; prepare and process plan revisions; attendance at construction meetings (as needed); preparation of as-built record drawings. This scope of work does not include NV5 construction management services or day-to-day on-site deputy field inspection, monitoring, and reporting.

Deliverables:

1. RFI responses
2. Submittal/Shop drawing reviews
3. As-built record drawings

Optional Services

Construction Management Services: If requested, the NV5 construction management team led by Luanne Bean can provide a scope and fee for construction management services for consideration by the City.

Public Outreach: If requested, NV5 can prepare a scope and fee to prepare and implement a construction phase Public Outreach Plan and initiate outreach to address community concerns and implement ways to minimize construction impact. This could include meetings, mailers, and informational exhibits and fact sheet distribution.

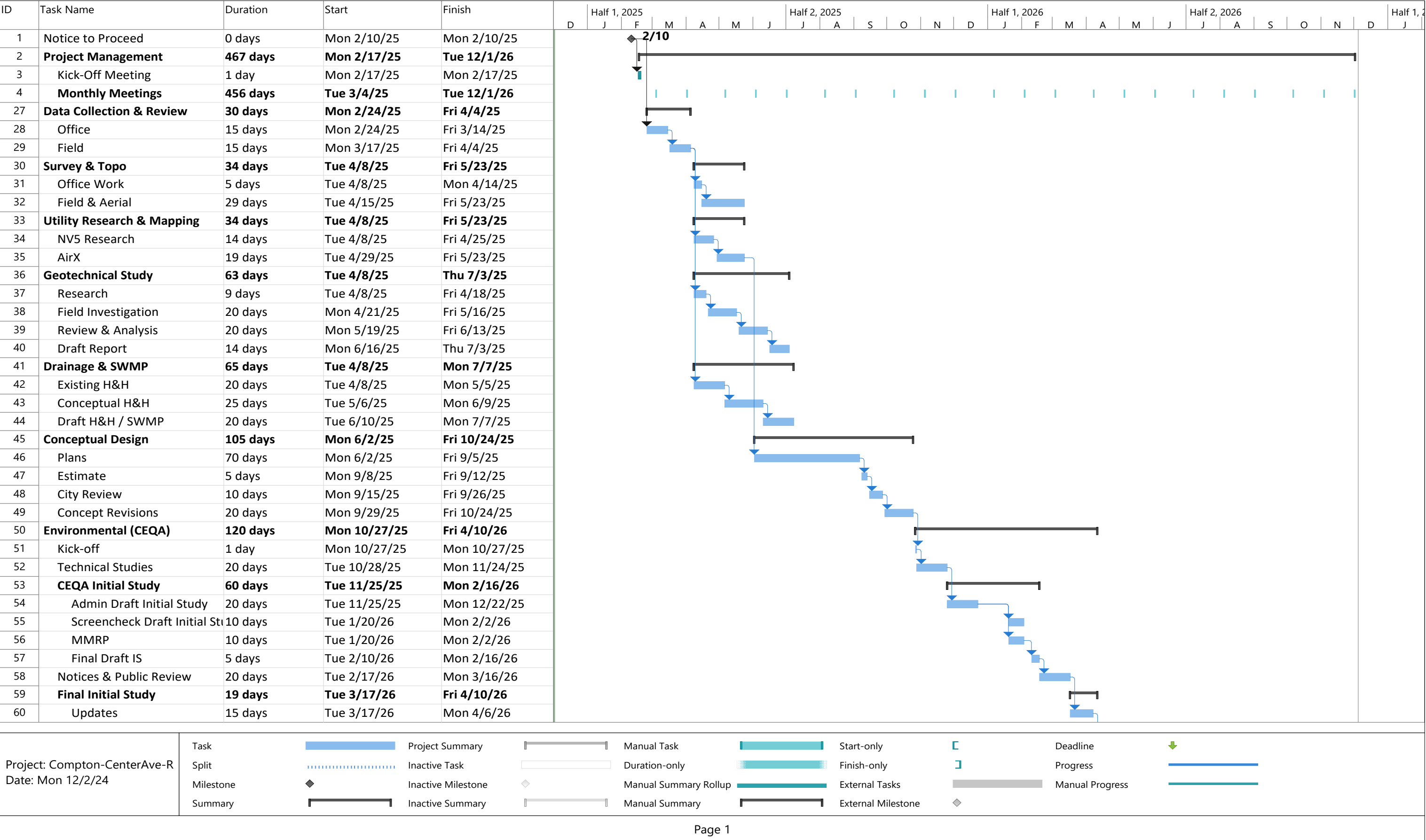
ASSUMPTIONS AND EXCLUSIONS (NOT ALREADY LISTED ABOVE)

1. Scope of work is based on Center Ave. Green Street project fact sheet and Caltrans funding agreement scope.
 - a. The scope of work does not include pavement management assessment or recommendations for the areas outside of the Center Ave and Alondra storm drain/LID design and construction (refer to pavement management studies)
2. Project Area per Center Avenue Project Information Sheet ~ 150 ac drainage area.
3. No sewer house lateral work outside of right of way.
4. No permanent property acquisition.
5. All final construction elements are within existing right of way. However, temporary access easements may be required.
6. All Project costs including project construction, management, design and permitting costs to be within the \$10M Caltrans funding limits.
7. NO modifications to existing storm drain outfalls to Compton Creek (for permitting and schedule reasons)
8. Pavement recommendation studies and design for areas outside of the construction package limits are excluded.
9. It is assumed that the S. Center Avenue street section will remain similar to the existing condition with road surface replacement in kind or per the 2024 PMP recommendations, with no continuous curb and gutter construction south of Alondra Blvd, unless requested by the City.

Project Schedule and Management

A detailed Project schedule included on **page 41** includes the expected durations of the scope tasks described above. Note that the RFP includes a request that “the respondent shall demonstrate and provide specific examples of its ability to complete the design of a road reconstruction project of this size and nature within a predetermined schedule proved by the owner, which is 2 months as anticipated. Describe impact each alternate item would have on project schedule.” However, the RFP does not describe or indicate what the alternate items should include. A two-month design schedule does not appear to be feasible based on the nature of this Project which entails more than road reconstruction as it includes a significant storm drain and LID BMP design effort with associated data collection, reports, and environmental clearance. The schedule presented with this proposal provides our best and reasonable estimate of the likely Project schedule based on estimate hours, task duration, and critical path items.

E: PROJECT SCHEDULE & MANAGEMENT



E: PROJECT SCHEDULE & MANAGEMENT

ID	Task Name	Duration	Start	Finish																												
					D	Half 1, 2025						Half 2, 2025						Half 1, 2026						Half 2, 2026						Half 1, 2027		
						J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	A	
61	NOD	4 days	Tue 4/7/26	Fri 4/10/26																												
62	Final Design	170 days	Mon 4/13/26	Fri 12/4/26																												
63	60% PS&E	60 days	Mon 4/13/26	Fri 7/3/26																												
64	City Review 60%	10 days	Mon 7/6/26	Fri 7/17/26																												
65	90% PS&E	40 days	Mon 7/20/26	Fri 9/11/26																												
66	City Review 90%	10 days	Mon 9/14/26	Fri 9/25/26																												
67	100% PS&E	30 days	Mon 9/28/26	Fri 11/6/26																												
68	City Review 100%	10 days	Mon 11/9/26	Fri 11/20/26																												
69	Final Plans	10 days	Mon 11/23/26	Fri 12/4/26																												
70	Bid & Construction (TBD)																															
Project: Compton-CenterAve-R Date: Mon 12/2/24		Task		Project Summary		Manual Task		Start-only		Deadline																						
	Split		Inactive Task		Duration-only		Finish-only		Progress																							
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress																							
	Summary		Inactive Summary		Manual Summary		External Milestone																									
Page 2																																

Cost Proposal and Estimated Fee

A cost proposal is provided starting on **page 44** that identifies cost components by task, staff classification and hourly rate, and is summarized and totaled as “Not-to-Exceed.” The cost proposal includes a spreadsheet detailing hours by position for the tasks described above, with subtotals by task and the overall total fee estimate. Note that the RFP requested separate fees associated with two alternate items, however, these two alternate items were not described in the RFP. The Conceptual Design task includes hours to evaluate drainage and LID structural BMP design options with a recommended option to be advanced with the 30% conceptual design submittal.

COST PROPOSAL & ESTIMATED FEE

Project Name: **Center Avenue Green Street and Storm Drain**
 Project Number:
 Client/Owner: **City of Compton**
 Project Manager: **Matthew Moore**
 Prepared By: **Matthew Moore**
 Proj/Prop No.:
 Date: **December 3, 2024**



FEE SUMMARY

	<u>ITEM</u>	<u>TOTAL</u>
1	Project Management	\$34,412
2	Data Collection and Review	\$20,928
3	Survey and Topography	\$65,705
4	Utility Research and Mapping	\$55,978
5	Geotechnical Study	\$82,153
6	Drainage Study and Stormwater Plan	\$44,240
7	Conceptual Design (30%)	\$227,208
8	Environmental Compliance (CEQA)	\$80,000
	Subtotal Conceptual Design	\$576,212
9	Final Design	\$305,558
10	Bid and Construction Support	\$29,506
	Other Direct Costs	\$3,500
	TOTAL NOT-TO-EXCEED FEE	\$949,188

BASIC BILLING RATES

OFFICE SERVICES:

TECHNICAL SERVICE:

Engineering Aid/Planning Aid - OSEPA	\$86
Project Assistant - OSPA	\$95
Project Administrator - OSPAD	\$105
CADD Technician I - OSCT1	\$111
CADD Technician II - OSCT2	\$128
CADD Technician III - OSCT3	\$150
Senior CADD Technician/Designer - OSSCT	\$165
Design Supervisor - OSDS	\$167

PROFESSIONAL:

Junior Engineer/Planner/Surveyor - OSJP	\$132
Assistant Engineer/Planner/Surveyor - OSTSP	\$150
Associate Engineer/Planner/Surveyor - OSEEP	\$170
Senior Engineer/Planner/Surveyor - OSSP	\$185
Manager - OSMP	\$240
Structural Engineer - OSSTP	\$240
Associate - OSAP	\$250
Principal - OSPP	\$270

EXPENSES:

Plotting and In-House Reproduction - EPHP	1.10 x Cost
Subsistence - ESUB	1.10 x Cost
Other Expenses-Including Subconsultants & Purchased Services Through Subcontracts - EOTH	1.10 x Cost
Milage - Outside Local Area - EMIL	Per Accepted IRS Rate
Litigation Support - ELIT	\$400

FIELD SERVICES:

CONSTRUCTION MANAGEMENT:

Junior Field Engineer - FSJFE	\$141
Assistant Field Engineer - FSTFE	\$166
Associate Field Engineer - FSEFE	\$183
Senior Field Engineer - FSSFE	\$193
Construction Manager - FSCM	\$198

SURVEYING:

1-Person Survey Crew (GPS)(Robotic) - FS1R	\$198
1-Person Survey Crew - FS1P	\$155
2-Person Survey Crew - FS2P	\$330
3-Person Survey Crew - FS3P	\$445
Survey Manager - FSSM	\$240

CA Office: 163 Technology Drive, Suite 100, Irvine, CA 92618

COST PROPOSAL & ESTIMATED FEE

NV5

TASK DESCRIPTION			LABOR CODE/STAFF HOURS												TOTALS	
Phase	Task	Task/Sub	OSPP \$270	OSAP \$250	OSMP \$240	OSSP \$185	OSEEP \$170	OSTSP \$150	OSCT2 \$128	PSPE \$245	PSSE \$185	PSPR \$135	FSSM \$240	FS2P \$330	HOURS	FEE
1.00		Project Management														
	1.1	Project Meetings	2	6	24	8	8	24	4		4	4	2		86	\$16,512
	1.2	Monthly Invoicing and Reporting			24										24	\$5,760
	1.3	PM Coordination	2	8	40										50	\$12,140
		<u>Subtotal</u>													160	\$34,412
2.00		Data Collection and Review														
	2.1	Office Data Collection and Review			4		4	24	16						48	\$7,288
	2.2	Field Review and Data Collection			8	8	32	32							80	\$13,640
		<u>Subtotal</u>													128	\$20,928
3.00		Survey and Topography														
	3-1.1	Project Research					1	4					2		7	\$1,250
	3-1.2	Horizontal, Vertical, Boundary Control, Aerial Targets											2	20	22	\$7,080
	3-1.3	Topographic Design Survey					10	24					16	100	150	\$42,140
	3-2.1	Aerial Topography Survey (RJ Lung & Assoc)													0	\$15,235
		<u>Subtotal</u>													179	\$65,705
4.00		Utility Research and Mapping														
	4.1	NV5 Research, Coordination, & Mapping			2	2	4	16	16						40	\$5,978
	4.2	Utility Research and Mapping (AirX)													0	\$50,000
		<u>Subtotal</u>													40	\$55,978
5.00		Geotechnical Study														
	5.1	Geotechnical Project Management									8	12			20	\$3,100
	5.2	Geotechnical Analysis and Report								4	16	48			68	\$10,420
	5.2.1	Geotechnical Subs, Lab, Fees (See Separate Sheet)													0	\$68,633
		<u>Subtotal</u>													88	\$82,153
			OSPP	OSAP	OSMP	OSSP	OSEEP	OSTSP	OSCT2	PSPE	PSSE	PSPR	FSSM	FS2P	PAGE TOTALS	
TOTAL - THIS PAGE			4	14	102	18	59	124	36	4	28	64	22	120	595	\$259,176
TOTAL - ALL PAGES			6	154	230	346	533	1638	1340	6	32	74	32	120	4,511	\$945,688
TOTAL COST BY LABOR CATEGORY			\$1,620	\$38,500	\$55,200	\$64,010	\$90,610	\$245,700	\$171,520	\$1,470	\$5,920	\$9,990	\$7,680	\$39,600		

COST PROPOSAL & ESTIMATED FEE

NV5

TASK DESCRIPTION			LABOR CODE/STAFF HOURS												TOTALS	
Phase	Task	Task/Sub	OSP	OSAP	OSMP	OSSP	OSEEP	OSTSP	OSCT2	PSPE	PSSE	PSPR	FSSM	FS2P	HOURS	FEE
			\$270	\$250	\$240	\$185	\$170	\$150	\$128	\$245	\$185	\$135	\$240	\$330		
6.00		Drainage Study and Stormwater Plan														
	6.1	Existing Conditions Hydrology					4	40							44	\$6,680
	6.2	Existing Conditions Hydraulics					4	40							44	\$6,680
	6.3	Conceptual Phase Proposed Hydrology					4	20							24	\$3,680
	6.4	Conceptual Phase Proposed Hydraulics					4	20							24	\$3,680
	6.5	Conceptual Phase LID BMP Design					4	16							20	\$3,080
	6.6	Conceptual Phase Draft Hydrology & Hydraulics Report			1	1	4	8							14	\$2,305
	6.7	Conceptual Phase Draft Stormwater Management Plan			1	1	4	8							14	\$2,305
	6.8	Final Design Phase Hydrology and Hydraulics					4	40							44	\$6,680
	6.9	Final Design Phase LID Design					4	16							20	\$3,080
	6.10	Final Design Phase Hydrology & Hydraulics Report			1	1	4	16							22	\$3,505
	6.11	Final Design Phase SWMP			1	1	2	12							16	\$2,565
		Subtotal													286	\$44,240
7.00		Conceptual Design (30%)														
	7.1	Base Sheets (Title, Notes, Survey, Topo)		2	2	2	16	60	80						162	\$23,310
	7.2	Demolition and Utility Relocations		4	4	8	24	70	80						190	\$28,260
	7.3	Grading		2	2	2	24	80	80						190	\$27,670
	7.4	Storm Drain Improvemets		4	4	8	60	100	80						256	\$38,880
	7.5	LID BMP Details		4	4	16	20	60	60						164	\$25,000
	7.6	Street Improvements		8	8	16	40	80	80						232	\$35,920
	7.7	Landscape		8	8	16	40	100	80						252	\$38,920
	7.8	Construction Cost Estimate		2	2	4	4	32	16						60	\$9,248
		Subtotal													1506	\$227,208
			OSP	OSAP	OSMP	OSSP	OSEEP	OSTSP	OSCT2	PSPE	PSSE	PSPR	FSSM	FS2P	PAGE TOTALS	
TOTAL - THIS PAGE			0	34	38	76	270	818	556	0	0	0	0	0	1,792	\$271,448
TOTAL - ALL PAGES			6	154	230	346	533	1638	1340	6	32	74	32	120	4,511	\$945,688

COST PROPOSAL & ESTIMATED FEE

NV5

Page 3 of 4

[illegible]

COST PROPOSAL & ESTIMATED FEE

NV5

TASK DESCRIPTION			LABOR CODE/STAFF HOURS												TOTALS	
Phase	Task	Task/Sub	OSPP \$270	OSAP \$250	OSMP \$240	OSSP \$185	OSEEP \$170	OSTSP \$150	OSCT2 \$128	PSPE \$245	PSSE \$185	PSPR \$135	FSSM \$240	FS2P \$330	HOURS	FEE
9.00	8.1	Final Design														
		60%, 90%, 100% PS&E Submittals														
		Title & General Notes Sheets (4)		1	1	2		16	16						36	\$5,308
		Survey Control and Boundary Map (2)		1	1	2	4	4	16				8		36	\$6,108
		ROW and TCE Sheets (2)		4	2	2	8	20	40						76	\$11,330
		Existing Utility Plan (8)		1	1	2	4	12	16						36	\$5,388
		Utility Relocation Plan (8)		4	4	8		16	40						72	\$10,960
		Demo, Site Prep Plans (8)		2	2	8		16	40						68	\$9,980
		Rough Grading Plan (8)		2	2	8		40	60						112	\$16,140
		Detail Grading (4)		2	2	8		60	60						132	\$19,140
		Construction Details (2)		1	1	4	4	40	40						90	\$13,030
		Storm Drain Plan & Profile (12)		8	12	40	44	60	80						244	\$39,000
		Street Improvements (12)		16	8	40	40	60	80						244	\$39,360
		Temp Traffic Control (12)		16	4	40		80	40						180	\$29,480
		Landscape Planting & Irrigation (20)		16	20	40	60	80	80						296	\$48,640
		Erosion & Sediment Control (10)		1	1	8		40	40						90	\$13,090
		Boring Logs (1)		1	1			8		1	1	2			14	\$2,214
	9.2	Specifications		16	8	12	16	60		1	1	4			118	\$20,830
	9.3	Cost Estimate		8	4	8		40	40						100	\$15,560
		Subtotal													1944	\$305,558
10.00		Bid and Construction Support														
	10.1	Bid Support	2	2	8	8	8	12	12		2	4	2		60	\$10,526
	10.2	Engineering Services During Construction		4	8	12	16	40	40						120	\$18,980
		Subtotal													180	\$29,506
			OSPP	OSAP	OSMP	OSSP	OSEEP	OSTSP	OSCT2	PSPE	PSSE	PSPR	FSSM	FS2P	PAGE TOTALS	
TOTAL - THIS PAGE			2	106	90	252	204	696	748	2	4	10	10	0	2,124	\$335,064
TOTAL - ALL PAGES			6	154	230	346	533	1638	1340	6	32	74	32	120	4,511	\$945,688

COST PROPOSAL & ESTIMATED FEE

ESTIMATED BREAKDOWN OF COST GEOTECHNICAL INVESTIGATION S. Center Ave and Alondra Blvd Storm Drain Improvements Compton, California

SITE RECONAISSANCE, MARKOUT, PRIVATE UTILITY CLEARANCE, ROW PERMITS, PRE-CON MEETING AND PROJECT MANAGEMENT

Sr. Staff Engineer/Geologist	12 hrs.	@	\$135.00 hr.	\$1,620.00
Senior Engineer/Geologist	8 hrs.	@	\$185.00 hr.	\$1,480.00
LA County Boring Permit Fees	1 LS	@	\$406.00 LS	\$406.00
Compton ROW Permit Fees	1 LS	@	\$672.50 LS	\$672.50
Private Utility Clearance (GPRS)	1 LS	@	\$2,700.00 LS	\$2,700.00
Truck Charge	1 days	@	\$120.00 day	<u>\$120.00</u>

FIELD EXPLORATION (1 mobilizations- 2 Days)

Drilling Subcontractor- HSA borings	1 LS	@	\$18,000.00 LS	\$18,000.00
Mob/Per Diem	4 days	@	\$250.00 LS	\$1,000.00
Sr. Staff Engineer/Geologist	24 hrs.	@	\$135.00 hr.	\$3,240.00
Senior Engineer/Geologist	12 hrs.	@	\$185.00 hr.	\$2,220.00
Truck Charge	4 days	@	\$120.00 day	<u>\$480.00</u>
Traffic Control Subcontractor	4 days	@	\$2,300.00 day	\$9,200.00
Percolation Testing- Sr. Staff Engineer/Geologist	24 hrs.	@	\$135.00 hr.	\$3,240.00
Percolation Testing- Materials and Rental	1 LS	@	\$1,000.00 LS	\$1,000.00

LABORATORY TESTING

Moisture Content & Dry Unit Weight	25 tests	@	\$42.00 ea.	\$1,050.00
Sieve Analysis	15 tests	@	\$135.00 ea.	\$2,025.00
Atterberg Limits	15 tests	@	\$160.00 ea.	\$2,400.00
Sand Equivalent	3 tests	@	\$100.00 ea.	\$300.00
Expansion Index	3 tests	@	\$170.00 ea.	\$510.00
Direct Shear	2 tests	@	\$270.00 ea.	\$540.00
pH and Resistivity	3 tests	@	\$180.00 ea.	\$540.00
Sulfate Content	3 tests	@	\$85.00 ea.	\$255.00
Chloride Content	3 tests	@	\$85.00 ea.	<u>\$255.00</u>
R-Value	3 tests	@	\$340.00 ea.	<u>\$1,020.00</u>

HOT PATCHING (One Mobilization 2 Days)

Mob/Per Diem	1 days	@	\$250.00 LS	\$250.00
Sr. Staff Engineer/Geologist	24 hrs.	@	\$135.00 hr.	\$3,240.00
Senior Engineer/Geologist	8 hrs.	@	\$185.00 hr.	\$1,480.00
Truck Charge	2 days	@	\$120.00 day	\$240.00
Traffic Control Subcontractor	2 days	@	\$2,300.00 day	\$4,600.00
Hot Patching Subcontractor (Joe's)	9 each	@	\$850.00 each	<u>\$7,650.00</u>

ANALYSIS AND REPORT

Sr. Staff Engineer/Geologist	48 hrs.	@	\$135.00 hr.	\$6,480.00
Senior Engineer/Geologist	16 hrs.	@	\$185.00 hr.	\$2,960.00
Senior Principal Engineer	4 hrs.	@	\$245.00 hr.	<u>\$980.00</u>

Total Estimated Cost for Main Geotechnical Investigation

\$82,153.50

COST PROPOSAL & ESTIMATED FEE

NV5

Direct Costs

DESCRIPTION			TOTALS			
Phase	Task	Type	Quantity	Unit	Unit Cost	Cost
1	1B	Site Meeting With Utility Vendors	40	MILES	\$0.67	\$26.80
3	3A	Kick-off Meeting, 4 In-person mtgs	373	MILES	\$0.67	\$249.91
4	4D	Meetings with City Staff (3 in person)	240	MILES	\$0.67	\$160.80
4	4E	Site Visits (2)	160	MILES	\$0.67	\$107.20
4	4A	30% 24x36 Hardcopies (~60shts/set)	120	PLOTS	\$3.00	\$360.00
4	4A	60% 24x36 Hardcopies (~100 shts/set)	200	PLOTS	\$3.00	\$600.00
5	5A	90% 24x36 Hardcopies (~120 shts/set)	240	PLOTS	\$3.00	\$720.00
5	5B	24x36 Mylars (~120 shts/set)	120	PLOTS	\$10.00	\$1,200.00
5	5B	8.5 x 11 Hardcopy Specs & Estimate	500	COPIES	\$0.15	\$75.00
TOTAL						\$3,500

COST PROPOSAL & ESTIMATED FEE

Project Name: **Center Avenue Green Street and Storm Drain**

Project Number:

Client/Owner: **City of Compton**

Project Manager: **Matthew Moore**

Prepared By: **Matthew Moore**

Proj/Prop No.:

Date: **December 3, 2024**

Task

Fee Assumptions

Design

1. Scope of work is based on Center Ave Green Street project fact sheet and Caltrans funding agreement scope.
- a. The scope of work does not include pavement management assessment or recommendations for the areas outside of the Center Ave and Alondra storm drain/LID design and construction (refer to pavement management studies)
2. Project Area per Center Ave Project Information Sheet ~ 150 ac drainage area.
3. No sewer house lateral work outside of right of way.
4. No permanent property acquisition.
5. All final construction elements within existing right of way. However, temporary access easements may be required.
6. All Project costs including project construction, management, design and permitting costs to be within the \$10M Caltrans funding limits.
7. NO modifications to existing storm drain outfalls to Compton Creek (for permitting and schedule reasons)
8. Pavement recommendation studies and design for areas outside of the construction package limits are excluded.
9. It is assumed that the S. Center Avenue street section will remain similar to the existing condition with road surface replacement in kind or per the 2024 PMP recommendations, with no continuous curb and gutter construction south of Alondra Blvd.
10. Up to 15 utility pothole locations were assumed for budgeting purposes.
11. Connections to the Los Angeles County Flood Control District (LACFCD) storm drain facilities will require coordination and permitting. Hours have been allocated for LACFCD permit processing, however, it is assumed that the permit fees will be paid by the City, since the permit fee amounts are not currently known.
12. Up to 10 RFIs and 10 submittal reviews are assumed for construction phase engineering design support.

Survey

1. This proposal and fee presume that NV5 will be allowed access to the site during normal working hours and the Notice to Proceed will include all areas included in the contract.
2. This proposal excludes utility, research, mark-out and potholing. Only surface appurtenances of existing utilities will be surveyed.
3. Filing/recording any Records of Survey or Corner Records is excluded from the fixed fee portion of this proposal.
4. No property corners will be set as part of this survey.
5. Plotting of easements is excluded from this proposal.
6. No title reports are to be reviewed as a part of this proposal.
7. Areas blocked by parked vehicles or other obstructions will be excluded from this survey.
8. This scope and fee do not provide information of existing pavement conditions, damaged sidewalks, damaged curb and gutters, or red curb locations.
9. Pothole locations are excluded from this proposal.
10. Any item not specifically included in this proposal is specifically excluded.
11. This project is a Prevailing Wage project

Geotechnical

NV5's geotechnical engineering services will be performed using the degree of care and skill ordinarily exercised under similar soil circumstances by a registered geotechnical engineer with experience in the southern California area. No other warranty either express or implied will be made as to the conclusions and professional advice issued as a result of the proposed evaluation. NV5 services do not include an evaluation of the presence of hazardous materials or contaminated soils. If such materials are encountered or are suspected during the field reconnaissance, you will be notified immediately. Final assessment of the site conditions should be considered a professional opinion based on data obtained.

COST PROPOSAL & ESTIMATED FEE

Project Name: Center Avenue Green Street and Storm Drain Project Number: _____ Client/Owner: City of Compton Project Manager: Matthew Moore Prepared By: Matthew Moore Proj/Prop No.: _____ Date: December 2, 2024	PERSONNEL NV5 BEYOND ENGINEERING Project Manager																																																				
Client Project Manager: - <u>Kofi Sefa-Boakye</u> Ph. #: _____ NV5 Project Manager: - <u>Matt Moore</u> Ph. #: <u>858-922-4889</u>																																																					
Employee List																																																					
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 15%;">Job Code</th> <th style="text-align: left; width: 35%;">Job Description</th> <th style="text-align: left; width: 35%;">Employee Name</th> <th style="text-align: left; width: 15%;">Phone Number</th> </tr> </thead> <tbody> <tr> <td>OSPP</td> <td>- Principal</td> <td>- Jeff Cooper</td> <td></td> </tr> <tr> <td>OSAP</td> <td>- Associate</td> <td>Tamara O'Neal - David Niknafs Luanne Bean</td> <td></td> </tr> <tr> <td>OSMP</td> <td>- Manager</td> <td>- Matthew Moore</td> <td></td> </tr> <tr> <td>OSSP</td> <td>- Senior Engineer/Planner/Surveyor</td> <td>Padma Asam (Civil); Jennifer Peterson (Civil) Mike Smyth (Landscape) Andrea Thomas (Civil); Tom Grace (Civil) Art Biscocho (Civil)</td> <td></td> </tr> <tr> <td>OSEEP</td> <td>- Associate Engineer/Planner/Surveyor</td> <td>- Brad Shin (Civil) Matthew Ronquillo (Civil)</td> <td></td> </tr> <tr> <td>OSTSP</td> <td>- Assistant Engineer/Planner/Surveyor</td> <td>- Harsho Sanyal (Civil) Sarah Seitz (Civil)</td> <td></td> </tr> <tr> <td>OSCT2</td> <td>- CADD Technician II</td> <td>- TBD</td> <td></td> </tr> <tr> <td>PSPE</td> <td>- Sr Principal Engineer/Geologist/Professional</td> <td>- Carl Henderson</td> <td></td> </tr> <tr> <td>PSSE</td> <td>- Senior Engineer/Geologist/Professional</td> <td>- Paul Cunningham</td> <td></td> </tr> <tr> <td>PSPR</td> <td>- Sr. Staff Engineer/Geologist</td> <td>- Drew McPeak</td> <td></td> </tr> <tr> <td>FSSM</td> <td>- Survey Manager</td> <td>- J Braley</td> <td></td> </tr> <tr> <td>FS2P</td> <td>- 2-Person Survey Crew</td> <td>- TBD</td> <td></td> </tr> </tbody> </table>		Job Code	Job Description	Employee Name	Phone Number	OSPP	- Principal	- Jeff Cooper		OSAP	- Associate	Tamara O'Neal - David Niknafs Luanne Bean		OSMP	- Manager	- Matthew Moore		OSSP	- Senior Engineer/Planner/Surveyor	Padma Asam (Civil); Jennifer Peterson (Civil) Mike Smyth (Landscape) Andrea Thomas (Civil); Tom Grace (Civil) Art Biscocho (Civil)		OSEEP	- Associate Engineer/Planner/Surveyor	- Brad Shin (Civil) Matthew Ronquillo (Civil)		OSTSP	- Assistant Engineer/Planner/Surveyor	- Harsho Sanyal (Civil) Sarah Seitz (Civil)		OSCT2	- CADD Technician II	- TBD		PSPE	- Sr Principal Engineer/Geologist/Professional	- Carl Henderson		PSSE	- Senior Engineer/Geologist/Professional	- Paul Cunningham		PSPR	- Sr. Staff Engineer/Geologist	- Drew McPeak		FSSM	- Survey Manager	- J Braley		FS2P	- 2-Person Survey Crew	- TBD	
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<i>CA Office: 163 Technology Drive, Suite 100, Irvine, CA 92618</i>																																																					

CONSULTANT AGREEMENT

NV5 will execute the contract according to the City's standard consultant agreement and takes no exception to the City's contractual requirements.

February 4, 2025

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 ENTER INTO A FIVE-YEAR AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO ENVISIO FOR INTERNAL-AUDIT-REPORTING SOFTWARE SERVICES AND OPTIONAL PERFORMANCE METRIC REPORTING SOFTWARE SERVICES (\$151,095).

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a five-year agreement and issue a purchase order to Envisio for software services related to internal-audit-reporting and for performance metrics software services (\$151,095).

BACKGROUND

The City of Compton Single Audit Report of Fiscal Year 2019-2020 stated the following (below) audit findings and recommendations related to Internal Audit Operations of the City:

Audit Finding #2014-118B – Information:

Criteria: Development or revision of information systems is based on the strategic plan linked to the entity's overall strategy, and is responsive to achieving City-wide objectives.

Recommendation: We recommend the City have development or revision of information systems based on the City's overall strategy. These systems should also be responsive to achieving City-wide objectives.

Audit Finding #2014-119B – Information:

Criteria: Management supports the development of necessary information systems and shows its support by committing appropriate resources.

Recommendation: We recommend that City Management support the development of necessary information systems, including committing appropriate resources.

Audit Finding #2014-126B – On Going Monitoring:

Criteria: Communications from external parties are corroborated with internally generated data and able to indicate problems with internal control.

Condition: Internal Control issues noted in prior years' reviews and audits had not been addressed by management. – SCO Finding 14:

Recommendation: We recommend the City adopt formal governance processes and procedures to provide appropriate oversight of internal audit functions and activities, and respond in a timely manner to recommendations.

Audit Finding #2014-133B – Separate Evaluation:

Criteria: The evaluations are conducted by the City Auditor's Office, who has sufficient resources, ability, and independence

Condition: The City does not have a City Auditor's Office

Recommendation: We recommend that once an internal control unit has been established that the City ensures that they have the necessary resources, ability, and independence.

Audit Finding #2014-136B - Report Deficiencies:

Criteria: Deficiencies are reported to the person directly responsible and to a person at least one level higher.

Condition: Deputy Treasurer admitted to embezzling money from the City's cash receipts on 12/15/16. The Mayer Hoffman McCann CPA firm reported that it was unable to reach an opinion on whether the City's FY2010-11 June financial statements were free of material misstatements, due to their inability to obtain sufficient evidence from the Mayor or the City with respect to the Mayor's concerns of fraud on 7/24/12. Governance practices recommended by the FY2011-12 Civil Grand Jury Report were not implemented, such as: develop a strategic plan, develop and report on performance measures, develop specific goals for the City's executive and conduct annual evaluation of City's executive. The City Council failed to exercise oversight over the City's financial and operational activities. Prior years' audit and review finding and recommendation were not implemented. Related Finding SCO 3, 7, 17.

Recommendation: We recommend that issues and deficiencies are directly communicated to the Responsible Personnel and elevated to someone at least a level higher.

Audit Finding #2014-137B – Report Deficiencies:

Criteria: The identified transactions or events are investigated to determine causes and correct problems:

Condition: Prior years' audit and review issues had not been corrected. SCO Finding 17.

Recommendation: We recommend the City develop a priority schedule of the identified audit findings and establish an estimated completion date to allow the City to focus on the items that need more immediate attention. Going forward, we recommend that an audit committee be responsible overseeing the response to audit findings and the implementation of the City's corrective action plans.

Audit Finding #2014-110B – Common Categories of Control Activities:

Criteria: Managers review performance reports

Recommendation: We recommend that City Management review performance reports to gain an understanding where additional training or other corrective actions are necessary.

Other audit findings that are related are:

Audit finding # 2014 – 102B Risk Identification, #2014 – 103B Risk Identification, #2014-104B – Risk Identification, #104-124B – On-going Monitoring, #2014-134B Separate Evaluation; #2014-135B Report Deficiencies; Audit Finding #2014-086B – Management

Philosophy and Operating Style; Audit Finding #2014-100B – Risk Identification; Audit Finding #2014-129B – On-going Monitoring; Audit Finding #: 2014-065A (Also SCO Finding 17); Audit Finding #2014-121B – Communication; #2014-088B – Management Philosophy and Operating Style; Audit Finding #2014-123B – Communication; Audit Finding #2014-101B – Risk Identification;

The City needs technical expertise to advance the goals and policies of the Mayor and Council in order to actively respond, implement, and report the status of corrective action or of City department performance metrics.

The Single Audit report itself was approximately 239 pages, which included approximately 227 pages of audit findings related to a variety of operational areas of the City. The findings spanned various departments and activities of the City as well, and spanned various responsible parties tasked with implementing corrective action plans.

Although many of the corrective actions plans have been implemented or are still in progress, staff recommends that the proper organization of the findings, corrective action plans, and progress related to the Single Audit, or related to any other audit of the City, should be made available electronically, and in an organized fashion, to those responsible for oversight, evaluation, and testing. Many of the recommendations shown above also support the need for greater communication and greater effectiveness in oversight in regards to corrective action plans and audit findings.

Due to this need, City Controller staff searched for a software platform capable of organizing the City's various audit findings across multiple audits, which would also be able to report, sort, and filter on the following attributes of those audit findings:

- Finding Number and Title
- Criteria
- Condition
- Recommendation
- Cause
- Effect
- Repeated Finding (Y/N)
- Recommendation
- City's Response
- Corrective Action Plan
- Planned Implementation Date
- Responsible Persons
- Auditor comment on Corrective Action Plan Progress
- City's comment on Corrective Action Plan Progress

Currently, the data regarding these audit findings is only contained in a report which cannot be sorted or filtered. Additionally, the existing report is not flexible or tailorable for

varied audiences. Also as time progresses, and corrective action plans get implemented, the past audit findings get omitted from newer reports.

However, due to the high turnover of staff at the City, it is important for all audit findings, and their corrective action plans to be organized and continuously evaluated and monitored in a user-friendly reporting format. This will assist the City and staff to prevent repeated audit findings, or prevent new audit findings in the future. It will also assist in City-resource-planning to identify areas of high risk.

Additionally, the City is also in need of an organized data gathering and reporting platform for Departmental Performance Metrics reporting. Per Audit Finding #2014-110B – Common Categories of Control Activities, the Auditor has recommended that City Management review performance reports to gain an understanding of where additional training or other corrective actions are necessary. City Management monitoring of performance metrics allows for risk identification and increased levels of communication between departments and City Management.

STATEMENT OF THE ISSUE

City staff in the Controller's office have reached out for quotes from vendors who could possibly provide a software solution to organize and provide reporting on the City's various audit findings, corrective action plans, performance metrics, and their attributes that need a user-friendly-reporting mechanism. Staff searched Planet Bids library and website, and Google for suitable software.

The vendors contacted were:

- Auditfindings.com
- isoTracker Solutions Ltd
- PPC's Workpapers for Local Governm
Thompson Reuters
- My Audit Spot Platform
- Envisio

Responsiveness

No license in California, not responsive
Software for auditing only, not audit
finding reporting, not responsive
Software for auditing only, not audit
finding reporting, not responsive
Not Based in the USA, no customer services,
not responsive
Bid received, responsive to City' s needs

The search for this specialized reporting software ended with Envisio, after contacting various other possibilities that were not responsive to the City's needs. Envisio Solutions Inc. is a cloud-based Strategic Planning, Performance Management, Project Management & Reporting Software for government agencies. Their proprietary software and services provide unique capabilities not offered elsewhere. Envisio Solutions Inc. is the sole vendor offering a specialized solution designed for the public sector and

government agencies. The software also has a Proprietary aggregation algorithm ensuring real-time updates and visual representation of progress and status.

The cost of the Envisio software for audit finding organization and reporting, with optional services for performance metrics development and platform build is as follows:

Audit Finding Organization and Reporting	
Year 1 Price Annual Software Subscription + One-time Professional Services	\$18,500 USD
Year 2 Price Annual Software Subscription (includes 5% annual increase)	\$15,225 USD
Year 3 Price Annual Software Subscription (includes 5% annual increase)	\$15,986 USD
Year 4 Price Annual Software Subscription (includes 5% annual increase)	\$16,785 USD
Year 5 Price Annual Software Subscription (includes 5% annual increase)	\$17,624 USD
Subtotal:	\$84,120
OPTIONAL SERVICE A: Performance Metrics	
Implementation & Build Services: for Performance Measure Implementation and Performance Measure Build	\$27,150
Subtotal:	\$27,150
OPTIONAL SERVICE B: Performance Metrics	
Consulting Services: Performance Measurement Full Facilitation Service for 14 Departments	\$39,825
Subtotal:	\$39,825
Grand Total:	\$151,095

The platform also has add-on capacity for performance metrics data accumulation and reporting to varied levels of stakeholders.

The cost for the optional add-on module for a performance metrics platform is a one-time fee of \$27,150. There would be no additional annual maintenance fee.

Further, the optional cost of using Envisio's consulting services to build and help City Management by designing useful Performance Metrics would also be a one-time optional cost of \$39,825. These would be consulting services and also would not have an additional annual maintenance fee.

Staff is requesting for the agreement to be approved in the amount of \$84,120 for five years, with optional services for performance metrics development of \$27,150 and/or second optional services of \$39,825, for a total of \$151,095. Staff is also requesting a

Staff Report
Envisio
February 4, 2025

purchase order to be approved for the first year in the amount of \$18,500 for the audit finding platform.

FISCAL IMPACT

An agreement for five years is being requested for approval for Envisio for an amount of One-Hundred Fifty-One Thousand Ninety-Five Dollars (\$151,095.00)

A Purchase Order payable to Envisio is also being requested to be issued in the amount of Eighteen-Thousand Five-Hundred Dollars (\$18,500.00) for the first year of services. The remaining annual payments shall be budgeted within future City budgets in the City Controller's and City Manager's Department Budgets. Funds are available in the following accounts within the FY2024-2025 City Controller Department's Budget:

<u>Account Code</u>	<u>Account Name</u>	<u>Amount</u>
1001-650-000-4222	General Fund, City Controller Dept Software Services	\$18,500.00

RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

APPROVED FOR FORWARDING:

SHARON RAHBAN NAVIZADEH
CITY CONTROLLER FORWARDED TO CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE-YEAR
AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO ENVISIO FOR
INTERNAL-AUDIT-REPORTING SOFTWARE SERVICES AND OPTIONAL
PERFORMANCE METRIC REPORTING SOFTWARE SERVICES (\$151,095).**

WHEREAS, The City of Compton Single Audit Report of Fiscal Year 2019-2020 stated the following (below) audit findings and recommendations related to Internal Audit Operations of the City:

Audit Finding #2014-118B – Information:

Criteria: Development or revision of information systems is based on the strategic plan linked to the entity's overall strategy, and is responsive to achieving City-wide objectives.

Recommendation: We recommend the City have development or revision of information systems based on the City's overall strategy. These systems should also be responsive to achieving City-wide objectives.

Audit Finding #2014-119B – Information:

Criteria: Management supports the development of necessary information systems and shows its support by committing appropriate resources.

Recommendation: We recommend that City Management support the development of necessary information systems, including committing appropriate resources.

Audit Finding #2014-126B – On Going Monitoring:

Criteria: Communications from external parties are corroborated with internally generated data and able to indicate problems with internal control.

Condition: Internal Control issues noted in prior years' reviews and audits had not been addressed by management. – SCO Finding 14:

Recommendation: We recommend the City adopt formal governance processes and procedures to provide appropriate oversight of internal audit functions and activities, and respond in a timely manner to recommendations.

Audit Finding #2014-133B – Separate Evaluation:

Criteria: The evaluations are conducted by the City Auditor's Office, who has sufficient resources, ability, and independence

Condition: The City does not have a City Auditor's Office

Recommendation: We recommend that once an internal control unit has been established that the City ensures that they have the necessary resources, ability, and independence.

Audit Finding #2014-136B - Report Deficiencies:

Criteria: Deficiencies are reported to the person directly responsible and to a person at least one level higher.

Condition: Deputy Treasurer admitted to embezzling money from the City's cash receipts on 12/15/16. The Mayer Hoffman McCann CPA firm reported that it was unable to reach an opinion n whether the City's FY2010-11 June financial statements were free of material misstatements, due to their inability to obtain sufficient evidence from the Mayor or the City with respect to the Mayor's concerns of fraud on 7/24/12. Governance practices recommended by the FY2011-12 Civil Grand Jury Report were not implemented, such as: develop a strategic plan, develop and report on performance measures, develop specific goals for the City's executive and conduct annual evaluation of City's executive. The City Council failed to exercises oversight over the City's financial and operational activities. Prior years' audit and review finding and recommendation were not implemented. Related Finding SCO 3, 7, 17.

Recommendation: We recommend that issues and deficiencies are directly communicated to the Responsible Personnel and elevated to someone at least a level higher.

Audit Finding #2014-137B – Report Deficiencies:

Criteria: The identified transactions or events are investigated to determine causes and correct problems:

Condition: Prior years' audit and review issues had not been corrected. SCO Finding 17.

Recommendation: We recommend the City develop a priority schedule of the identified audit findings and establish an estimated completion date to allow the City to focus on the items that need more immediate attention. Going forward, we recommend that an audit committee be responsible overseeing the response to audit findings and the implementation of the City's corrective action plans.

Audit Finding #2014-110B – Common Categories of Control Activities:

Criteria: Managers review performance reports

Recommendation: We recommend that City Management review performance reports to gain an understanding where additional training or other corrective actions are necessary.

Other audit findings that are related are:

Audit finding # 2014 – 102B Risk Identification, #2014 – 103B Risk Identification, #2014-104B – Risk Identification, #104-124B – On-going Monitoring, #2014-134B Separate Evaluation; #2014-135B Report Deficiencies; Audit Finding #2014-086B – Management Philosophy and Operating Style; Audit Finding #2014-100B – Risk Identification; Audit Finding #2014-129B – On-going Monitoring; Audit Finding #: 2014-065A (Also SCO Finding 17); Audit Finding #2014-121B – Communication; #2014-088B – Management Philosophy and Operating Style; Audit Finding #2014-123B – Communication; Audit Finding #2014-101B – Risk Identification;

WHEREAS, the City needs technical expertise to advance the goals and policies of the Mayor and Council in order to actively respond, implement, and report the status of corrective action or of City department performance metrics.

WHEREAS, staff recommends that the proper organization of the findings, corrective action plans, and progress related to the Single Audit, or related to any other audit of the City, should be made available electronically, and in an organized fashion, to those responsible for oversight, evaluation, and testing.

WHEREAS, currently, the data regarding these audit findings is only contained in a report which cannot be sorted or filtered. Additionally, the existing report is not flexible or tailorable for varied audiences. Also as time progresses, and corrective action plans get implemented, the past audit findings get omitted from newer reports.

WHEREAS, due to the high turnover of staff at the City, it is important for all audit findings, and their corrective action plans to be organized and continuously evaluated and monitored in a user-friendly reporting format. This will assist the City and staff to prevent repeated audit findings, or prevent new audit findings in the future. It will also assist in City-resource-planning to identify areas of high risk.

WHEREAS, the City is also in need of an organized data gathering and reporting platform for Departmental Performance Metrics reporting. Per Audit Finding #2014-110B – Common Categories of Control Activities, the Auditor has recommended that City Management review performance reports to gain an understanding of where additional training or other corrective actions are necessary. City Management monitoring of performance metrics allows for risk identification and increased levels of communication between departments and City Management.

WHEREAS, City staff in the Controller's office have reached out for quotes from vendors who could possibly provide a software solution to organize and provide reporting on

the City’s various audit findings, corrective action plans, performance metrics, and their attributes that need a user-friendly-reporting mechanism. Staff searched Planet Bids library and website, and Google for suitable software.

WHEREAS, The search for this specialized reporting software ended with Envisio, after contacting various other possibilities that were not responsive to the City’s needs. Envisio Solutions Inc. is the sole vendor offering a specialized solution designed for the public sector and government agencies. The software also has a Proprietary aggregation algorithm ensuring real-time updates and visual representation of progress and status.

WHEREAS, The cost of the Envisio software for audit finding organization and reporting, with optional services for performance metrics development and platform build is as follows:

Audit Finding Organization and Reporting	
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Year 2 Price Annual Software Subscription (includes 5% annual increase)	\$15,225
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Year 5 Price Annual Software Subscription (includes 5% annual increase)	\$17,624
Subtotal:	\$84,120
OPTIONAL SERVICE A: Performance Metrics	
Implementation & Build Services: for Performance Measure Implementation and Performance Measure Build	\$27,150
Subtotal:	\$27,150
OPTIONAL SERVICE B: Performance Metrics	
Consulting Services: Performance Measurement Full Facilitation Service for 14 Departments	\$39,825
Subtotal:	\$39,825
Grand Total:	\$151,095

WHEREAS, staff is requesting for the agreement to be approved in the amount of \$84,120 for five years, with optional services for performance metrics development of \$27,150 and/or second optional services of \$39,825, for a total of \$151,095.

WHEREAS, staff is also requesting a purchase order to be approved for the first year in the amount of \$18,500 for the audit finding platform.

WHEREAS, it is recommended that the City Council adopt the attached Resolution to approve the agreement, and to authorize the City Manager to open a purchase order to Envisio Solutions Inc, for audit finding organization and reporting, with optional services for performance metrics development and platform build.

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 Envisio Solutions Inc, for audit finding organization and reporting, with optional services for performance metrics development and platform build for five years in the amount not to exceed One-Hundred Fifty-One Thousand Ninety-Five Dollars (\$151,095.00).

SECTION 2. That the amount of Eighteen-Thousand Five-Hundred Dollars (\$18,500.00) for the first year of services will be available in the Fiscal Year 2024-2025 Budget allocated from the following account number:

<u>Account Code</u>	<u>Account Name</u>	<u>Amount</u>
1001-650-000-4222	General Fund, City Controller Dept Software Services	\$18,500.00

SECTION 3. That a purchase order shall be issued to Envisio Solutions Inc for audit finding organization and reporting, from the following Account Number in the amount of Eighteen-Thousand Five-Hundred Dollars (\$18,500.00) for the first year of services:

<u>Account Code</u>	<u>Account Name</u>	<u>Amount</u>
1001-650-000-4222	General Fund, City Controller Dept Software Services	\$18,500.00

SECTION 4. That funds will be allocated and a purchase order generated for the services provided under Envisio Solutions Inc from future approved City budgets.

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

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

ADOPTED this _____ day of _____, 2025.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2024.

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

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

CITY CLERK OF THE CITY OF COMPTON



Envisio's Proposal for the City of Compton, California

Envisio Solution for Managing Single Audit Report Corrective Action Plans & Corporate Performance

Updated: December 11, 2024
(Original: April 10th, 2024)

Envisio designated point of contact:

Mark Kachmar
Senior Account Executive
mkachmar@envisio.com

Submitted by:

Envisio Solutions, Inc.



Letter of Introduction

On behalf of the Envisio team, I am excited to share this proposal for the City of Compton. We commend the leadership at the City of Compton for their commitment to high-performing governance, accountability, and transparency. We are very excited about the opportunity to partner with you!

At Envisio, we believe trusted public agencies create thriving communities. Our mission is to be your trusted partner to make your vision a reality and performance transparent by providing purpose-built software and expert services to execute and report on plans, projects, and performance measures.

Envisio is the premier choice for public agencies seeking a software solution and professional expertise in strategy execution, performance management, project management and progress reporting. Our exclusive focus on the public sector, user-friendly software, and partnership approach positions Envisio as the go-to solution.

By partnering with Envisio you will:

- **Enhance Strategic Planning & Execution:** Incorporate dynamic planning and a data-driven approach to ensure that activities align with the goals and needs of the community.
- **Increase Public Trust & Transparency:** Share your story with public-facing dashboards to promote transparency and engage with your community.
- **Improve Visibility & Alignment:** Encourage a culture of accountability and results to enhance the quality and effectiveness of public services and achieve community outcomes.
- **Save Time:** Modernize monitoring and reporting, automating data collection, progress updates, report and dashboard creation.
- **Drive Evidence-Based Decisions:** Elevate performance management practices and use performance data in decision-making.

We work exclusively with the public sector and have partnered with more than 160 organizations. Our customer base includes 16 What Works Cities certified or member cities and 7 ICMA Certificate of Excellence recipients for Performance Management. Notable cities such as Denton, TX, Waco, TX, Corona, CA, Kansas City, MO, Albuquerque, NM, and Grand Rapids, MI, are part of our customer community.

Company Details

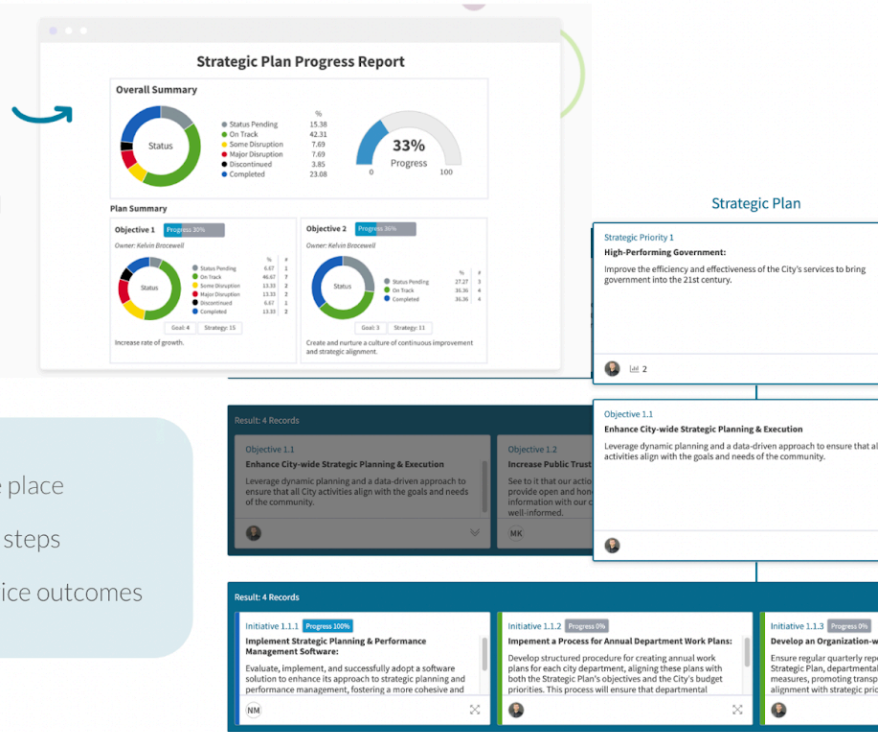
Company Name	Envisio Solutions, Inc.
Website	www.envisio.com
Company Background	12 years in business. Envisio was founded in 2012 by a team of entrepreneurs who share a passion for public service and building technology to transform how public sector organizations develop and execute plans, track and improve performance, and communicate results.
Company Overview	Envisio is the premier choice for public agencies seeking a software solution and professional expertise in strategy execution, performance management, project management and progress reporting. Our exclusive focus on the public sector, user-friendly software, and partnership approach positions Envisio as the go-to solution. As your dedicated partner, we go beyond being a mere vendor. Our commitment to your success is evident in our comprehensive implementation and consulting services and ongoing support from pre-implementation through adoption and beyond.
Core Competencies	Envisio's core competencies are: • User-friendly Technology • Implementation & Consulting Services • Strategic & Operational Planning • Project Management • Performance Measurement & Management • Data Analysis & Visualization • Progress Reporting • Community Dashboards • Performance Benchmarking

Implementation Services	Implementation, training & adoption support resources include: • Dedicated Implementation Consultant • Live Consultation Sessions • On-demand Video Learning Courses • Guided Plan & Data Building Sessions • Hands-on Training Sessions • Customized Reporting Framework • Public Dashboard Design & Promotion Kit • Process & Change Management Support
Consulting Services	Consulting support resources include: • Dedicated Planning & Performance Coach • Operational Planning Services • Performance Measurement Services
Ongoing Support	Ongoing support resources include: • Dedicated Customer Success Manager • Access to Envisio's Academy • Access to Envisio's Knowledge Base • Access to Envisio's Live Agent Help Center • Access to High-Performing Public Sector Community
Pricing Model	Envisio provides unlimited users. This scalability will empower you to accommodate evolving needs and a growing user base without any limitations.

Strategic Planning & Execution

Single source of truth for your most important work

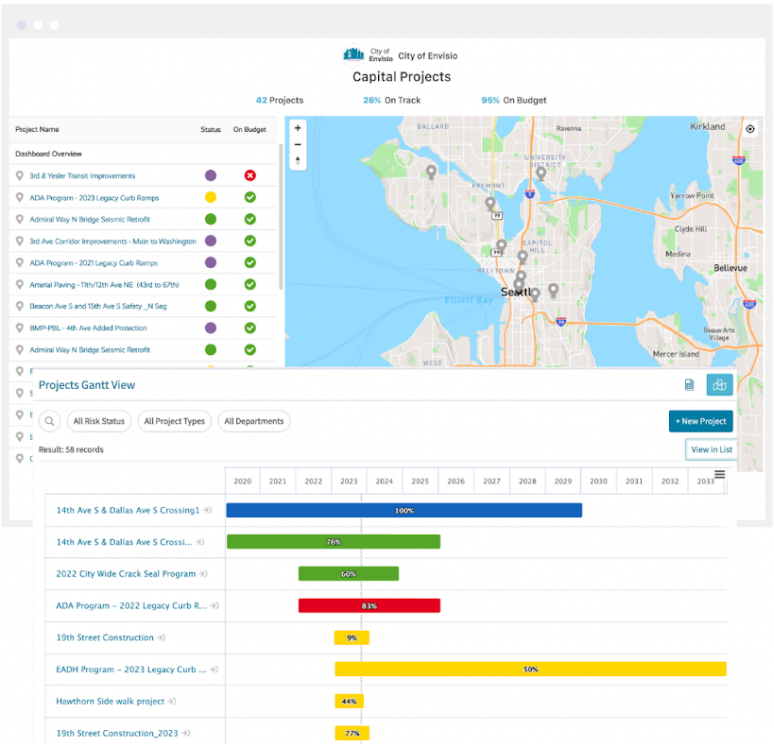
- Manage all of your plans, projects, and programs in one place
- Operationalize your strategic priorities into actionable steps
- Foster a culture of accountability for better public service outcomes



Project Management

Manage, deliver, and communicate projects

- Easier internal management of projects
- Align projects with strategic priorities
- Share the status of projects in a transparent way



Performance Management

Centralize data to make evidence-based decisions

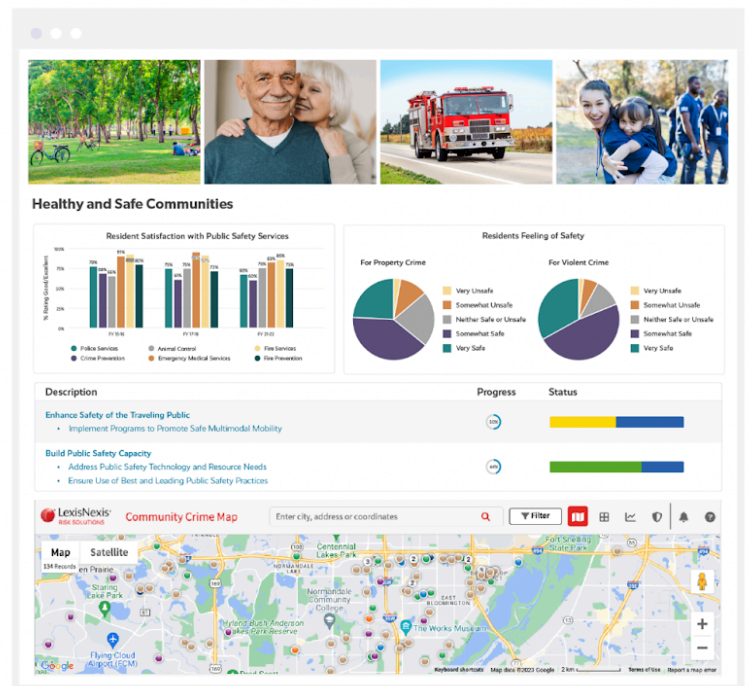
- Easily collect, analyze, and visualize performance data
- Evaluate what works and what doesn't for continuous improvement
- Align meaningful measures with strategic priorities



Progress Reporting

Share your story and promote transparency

- Share qualitative and quantitative data to demonstrate meaningful progress toward community goals
- Save time by automating data collection, curating, and reporting
- Recognize accomplishments and celebrate wins



Cost Proposal (Updated December 11, 2024)

Product & Service	Description	Price
Get Started Subscription License Includes 1 Plan - Audit Findings & Corrective Action Plan	- Access to Plans, Projects, Analytics & Public Dashboard - Unlimited Users - Unlimited Reports - Unlimited Internal Dashboards - Unlimited Public Dashboards - Single Sign-On (SSO) & Setup	\$14,500 Annual Fee
Implementation Services See Scope of Work (SOW) for details	1 Plan Implementation - Projects Implementation	\$4,000 One-time Fee
Single Audit Finding Corrective Action Plan SUB-TOTAL		\$ 18,500
Consulting Services See Scope of Work (SOW) for details	Performance Measurement Full Facilitation Service for 14 Departments	\$39,825 One-time Fee
Implementation & Build Services See Scope of Work (SOW) for details	- Performance Measure Implementation - Performance Measure Build	\$27,150 One-time Fee
Performance Measurement Development SUB-TOTAL		\$ 66,975
TOTAL		\$ 85,475

Upon your request, Envisio has included supplemental consulting, implementation and build services to help the City of Compton implement a city-wide performance measurement framework. This involves working with 14 departments to: (please refer to attached Scope of Work for further details)

- **Identify Performance Measures:** Develop up to 10 measures per department (140 total) aligned with the city-wide and departmental goals.
- **Facilitate Workshops:** Conduct workshops to engage departments in defining, measuring, and tracking performance measures.
- **Data Collection Planning** Assist departments in collecting and analyzing data to inform decision-making.
- **Visual & Dashboard Development:** Create interactive visuals and dashboards to visualize performance measures for each department to monitor and track progress.
- **Training & Ongoing Support:** Provide training and ongoing support to ensure the effective use of the performance measurement framework.

Procurement Methods

When procuring Envisio, multiple methods are available to accommodate your organization's needs. Each procurement method offers distinct advantages, and Envisio provides the resources necessary to support your selected approach.

Direct Procurement: Direct procurement is used for purchasing software or services directly from Envisio when the total cost is below a certain threshold or when an informal procurement process is allowed. Upon request, Envisio will provide a Master Service Agreement (MSA) and formal quote to be reviewed and approved.

Sole Source: Sole source procurement is used when a vendor provides unique capabilities and/or is the only vendor capable of delivering the required software or services, making competitive bidding impractical. Upon request, Envisio will provide detailed documentation to demonstrate our unique capabilities and support the sole source justification.

Cooperative Contract: Cooperative contracts allow local governments to purchase software or services through agreements already negotiated by other public entities or purchasing consortia. Envisio participates in numerous cooperative contracts (i.e., NASPO, and OMNIA Partners), making it easy to take advantage of pre-negotiated terms. Upon request, Envisio can guide you through accessing and utilizing these contracts. This may include additional costs.

Reseller Partnership with Tyler Technologies: Envisio has a formal partnership with Tyler Technologies, allowing local governments to easily procure our software and services through existing contracts in place with Tyler, typically for their ERP solutions. This established relationship simplifies the procurement process by leveraging an agreement already in place, providing an efficient path for procuring Envisio.



Appendix B - Scope of Work (SOW)

Submitted by:

Envisio Solutions, Inc.



Overview of Services Proposed

Our Unique Process - *Strategy Meets Execution*

Implementation Services

Envisio values ease of onboarding and comprehensive training, and we are dedicated to high-quality service and customer satisfaction. Our Professional Services and Implementation teams will work together to ensure you receive the proper support and training at the right time. Our customer engagements are led by a team of in-house planning, performance management, and local government experts who consult on the best ways to configure Envisio to your unique plans and performance measures. We follow best practices in technology deployment that have been refined over hundreds of successful implementations. We design with the result in mind, ensuring your configuration and training in Envisio meet all of your communication and tracking goals.

Consulting Services

Our professional services are designed for customers who do not have the time and capacity to design and/or build their plan details and performance measures in Envisio. You see the value in communicating planning and performance measure data and are keen to adopt this practice in your organization, but have steps to complete before you can effectively get started. Envisio's Planning and Performance Coaches fill these gaps with our professional services offerings and build that capacity on your team. We know Envisio inside and out; let us take the heavy load off your organization's shoulders to help you design and gather the information you need to use the Envisio platform to its full value.

Continued Support

Your partnership with Envisio is an ongoing one. We will be with you every step of the way on your customer journey as you continue to achieve your goals. Your dedicated Customer Success Manager will guide you through the required business process change, successful rollout, and full solution adoption in Envisio. Once you've achieved your current goals, we will work with you to define new goals, always pushing your organization to expand your sophistication and become a star performer in the planning and performance management space.

Envisio Implementation Service

Get started on the right foot, every time, for all of your plans and performance measures.

Begin your journey with Envisio on a strong path to building your planning, performance, and project management toolkit. Our implementation consultants guide you through a prescriptive, proven process to implement the software and empower your organization for long-term success. We work directly with your team to configure the software, share best practices to enable the organization through change management, and automate reporting to ensure consistent communication on your plan's progress and performance. We host training sessions to ensure all of your users know how, when, and - most importantly - why to input their updates to Envisio, as well as leadership report training to provide your leadership team with direct insight into the results of the plan and understand the importance of regularly scheduled reviews of progress, using Envisio reports.

Our implementation services enable you to build your plan and performance measures in Envisio, to ensure your team can easily provide ongoing updates and share progress with both internal and external stakeholders. We host collaborative weekly consultation sessions as you build and configure the software, and equip you with best practices along the way to ensure your planning and performance remain in focus throughout the organization as time goes on. We develop a reporting framework and automate the delivery of both reminder notifications and results reporting, and set up templates to give your team the guidance they need to input meaningful updates.

At the end of your implementation, your organization will be ready to execute your plan and share performance-proven results with stakeholders to share the story of your success.

Performance Measure Development

Let Envisio take the guesswork out of your performance measures for your plan and help you design an initial set of measures that tell a meaningful story. Our Planning and Performance Coaches work with you to uncover existing quantitative data already being gathered at your organization and employ it in new ways to produce greater value.

We also engage your key stakeholders to understand the story of performance that is meaningful to ensure we are designing with the end audience in mind. We draw from hundreds of customers and partners in our existing networks to inform your design process with relevant best practices from other jurisdictions and organizations.

This service will help you create an initial set of performance measures, or build on those that already exist, to construct a cohesive and compelling story around your plan. Envisio will conduct a review to identify quantitative information that already exists at the organization and determine how it relates to the plan—from there, we'll help you build out any missing measures. We will bring this information together in a workshop format to support your organization in designing an overarching set of performance measures that provides a holistic overview of your progress.

Our process is designed to build capacity in organizational leaders who can work with their staff to build meaningful performance measures. While the top levels of an organization often determine the performance measures, the data that supports the performance measures is dispersed throughout the organization. To have an executable and resource-efficient professional service scope, we will draw on key leaders at your organization to reach out to their teams to gather the quantitative data the project requires. We work with your key leaders, building their capacity to lead the development and implementation of performance measures internally. We ensure they have the appropriate resources and tools so they can draw from this process to design performance measures in the future.

Scope of Work - Single Audit Report & Corrective Action Plans (Audit Findings)

Envisio implementation follows a prescriptive process to guide your organization to early success using the platform, along with robust reporting and training for your team.

Plans Implementation

Project Kick-Off

During this phase of work, we introduce key team players and define project roles, define a work plan to accomplish project deliverables, and take stock of existing plan details to inform subsequent phases of work.

During this phase **Envisio** will:

- Host a partnership kick-off meeting with key stakeholders to get to know your team and define roles, responsibilities, timelines, and communication channels.
- Host an executive leadership meeting to present our partnership journey, an Envisio roll-out plan, and our expectation of their role as the key to success
- Document and define a detailed implementation plan outlining the phases, milestones, and timelines of our implementation process for your organization.
- Review the finalized plan your organization will input to Envisio through the implementation phase, and prepare recommendations surrounding the plan structure.
- Provision your Envisio instance for initial access and provide logins for up to thirty (30) key project participants to access the platform. Your organization will be able to add additional users to the platform without limitation.
- Provide up to four (4) hours of Project Management time throughout implementation. Service is provided until all other services are delivered or ten (10) weeks contiguous from project kick-off, whichever occurs first.

During this phase **You** will:

- Define and share participants for the partnership kick-off meeting
- Confirm your organization's goals and timeline expectations
- Acquaint yourself and your team with our implementation process
- Select the plan for implementation and coach review and share with Envisio

Key Deliverables

- Detailed implementation project plan tracker with timelines defined, outlining key implementation milestones and deliverables. This tracker will serve as a valuable tool to monitor progress and ensure timely completion of tasks.
- Envisio Instance Provisioned and Logins Created: up to thirty (30) initial users are sent login credentials and your Envisio instance is ready to use.

Plans Implementation - Get Started

To implement your priority plan in Envisio, a dedicated implementation consultant will guide your project champion and plan owner/builder through a prescriptive implementation process to ensure the successful launch of your plan in the Envisio platform.

During this phase **Envisio** will:

- Host five (5) weekly, one-hour implementation consultation sessions to train and provide support and guidance as you configure your Envisio instance for optimal use and input your plan into the system.
 - System configuration and plan structure framework consultation
 - Reporting dates and update cadence consultation
 - Internal Reporting framework consultation and build session
 - Public Dashboard consultation and build session
 - Preparation for user and leadership training
- Collaborate with you to build one (1) draft Public Dashboard, which can be shared internally to showcase early successes and milestones achieved through the platform's usage, and published for public consumption later, when appropriate.
- Build five (5) standard, best practice reports and provide support and guidance as you customize these reports to your organization's needs.
- Host one (1) one-hour ad-hoc support session as needed, in case of additional questions throughout building of the plan or public dashboard.
- Host two (2) one-hour training sessions for non-administrative Envisio users:
 - End-user training to teach staff how to input updates to the plan, and set cadence expectations
 - Leadership report training to share built reports with the leadership team and best practices on how to leverage reports to keep the plan in focus

During this phase **You** will:

- Actively participate in implementation consultation sessions: Your active participation in implementation consultation sessions is vital for aligning Envisio's configuration with your organization's specific requirements.
- Familiarize yourself with technical usage: To empower your team with the necessary skills to build plans and other administrative setup, you will watch on-demand learning video courses. These courses provide insights into the technical aspects of the platform, facilitating a smooth onboarding process.
- Dedicate time to building your plan(s): It will be important that you dedicate time to building your plan(s) and completing assigned "homework" assignments after each consultation session with your Implementation Consultant.

Key Deliverables

- Your operationalized plan entered into Envisio platform, ready to receive updates
- Configured reporting periods and automated update notifications
- Historical updates entered, if applicable (i.e. when entering established plans)
- Draft public dashboard built, ready to be socialized internally
- Five (5) standard, best practice reports configured and scheduled to your organization's needs

Projects Implementation

In this phase our expert trainers will equip your team with the capacity to build, manage, and track projects in Envisio.

During Projects implementation, **Envisio** will:

- Host three (3) weekly, one-hour consultation/build sessions to train and provide support and guidance as you build your projects in Envisio.
 - Projects configuration and best practices
 - Project and task building
 - Projects dashboard, plan linking, and reporting
- Host one (1) one-hour ad-hoc support session as needed, in case of additional questions throughout building.
- Host one (1) one-hour project manager training session

During Projects implementation, **You** will:

- Actively participate in online admin training sessions: Our expert trainers will conduct dedicated online admin training sessions to equip your team with the knowledge and skills required to fully utilize Envisio's Projects module, including related reporting and plan linkage, where appropriate.
- Build project(s) and tasks: Following best practice recommendations for structure, and with the support of your Implementation Consultant, you will build your projects into Envisio
- Projects Dashboards: Your team will construct Projects dashboards, tailored to topical needs, showcasing your ongoing projects in a coherent and visually appealing manner.
- Map Projects to Plans (where appropriate): If applicable, you will link your projects to specific plan elements, ensuring accurate representation of performance data.

Key Deliverables

- Up to ten (10) Projects and a corresponding set of tasks built in Envisio with start/end dates and ownership, where defined
- Two project-specific reports, automated from Envisio, dependent on plan linking
- One (1) draft Projects Dashboard created
- Project Manager training

Implementation Timeline

Implementation phases are flexible and can be adjusted to suit your organization's readiness and needs. Each implementation phase is broken out into its own timeline below.

Envisio and The Customer agree that implementing Envisio is a shared responsibility. Neither Envisio nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party. Delays on the part of The Customer, including putting the project on temporary hold or changes in project personnel, may result in a Change Order to cover the cost of restart, rework, rescheduling, and retraining.

Plans Implementation Timeline

Our standard timeline to complete Plans Implementation is eight (8) weeks and typically follows the general timeline below. These timelines are subject to tasks and activities assigned to your team being completed on time. Projects Implementation

Timeline	W1	W2	W3	W4	W5	W6	W7	W8
Phase 1: Project Kickoff & Internal Scan								
Task 1.1 - Host partnership kickoff meeting								
Task 1.2 - Host an executive leadership meeting								
Task 1.3 - Document and define a detailed implementation plan								
Task 1.4 - Review the finalized plan your organization will input to Envisio								
Task 1.5 - Provision your Envisio instance for initial access								
Task 1.6 - Project Management								
Phase 2: Plans Implementation								
Task 2.1 - Host four (4) weekly, one-hour implementation consultation sessions								
Task 2.2 - Collaborate with you to build one (1) draft Public Dashboard								
Task 2.3 - Build five (5) best practice, standard reports and support customization								
Task 2.4 - Host one (1) one-hour ad-hoc support session								

Task 2.5 - Host two (2) one-hour training sessions								
Phase 4: Projects Implementation								
Task 4.1 - Host three (3) weekly, one-hour consultation/build sessions								
Task 4.2 - Host one (1) ad-hoc support session								
Task 4.3 - Host one (1) project manager training session								

Scope of Work - Departmental Performance Measures

Performance Measure Development Phase Details

Phase 1: Project kick-off & internal scan

During this phase of work, we will define the work plan to accomplish the project deliverables and take stock of existing quantitative data and plan information to inform subsequent phases of work.

During this phase **Envisio** will:

- Host a project kick-off meeting.
 - Confirm the finalized work plan, timelines, communications standards and project team, including roles and responsibilities.
 - Determine the approach for Envisio to get access to necessary information for the internal review.
 - Plan document(s)
 - Scan of existing quantitative data being measured
 - Answer key questions related to Phase 2. Identify any additional information required to support the design. This could include:
 - Setting the workshop schedule and participants
- Review background documentation, including existing performance measures collected by the organization (quantitative data), the plan the measures are being designed to support, and any other relevant documents to gain further relevant context about the project scope.

During this phase **You** will:

- Attend and actively participate in all meetings.
- Provide your plan and any additional documentation that will support Envisio in gaining an understanding of your desired measures.
- Support Envisio in conducting an internal scan to identify existing quantitative data at the organization.

Key Deliverables

- Finalized workplan and project timeline

- Completed scan of existing quantitative data collected by the organization

Phase 2: Performance Measure Design

In Phase 2, Envisio will complete work to support a productive design process for the client. This pre-design work will entail hosting a meeting with your project team to review the internal scan of existing quantitative data and determine which data tells a meaningful story toward Department performance. We will also look at best practices from similar jurisdictions to provide you with examples of measures that could be applied in your organization. With this information, your team will be armed with the context you need to enter the structured design workshops ready to create a set of initial measures that will meaningfully tell the story of performance towards their department.

During this phase **Envisio** will:

- Host a remote workshop with your project team to review the results of the scan and evaluate what existing quantitative data can contribute meaningfully to your plan.
- Complete an external scan to provide relevant measures from other jurisdictions/ organizations to demonstrate best practices.
- Compile all of this information together in a briefing document that workshop participants can review before the design sessions to gain relevant context.
- In partnership with the client, design and facilitate a series of up to three (3) remote workshops to design and select an initial set of performance measures which will enable departments to tell their story (up to ten (10) measures per department). Each workshop will be conducted with up to two (2) departments at a time, for a total of up to twenty-one (21) workshops (7 x defining core services, 7 x identifying performance measures, 7 x data collection plan). We anticipate each workshop will take up to two (2) hours and cover key topics such as:
 - Workshop 1: Defining Core Services
 - Workshop 2: Identifying Performance Measures
 - Workshop 3: Data Collection Plan
- In between scheduled workshops, Envisio will offer coaching support (up to fourteen (14) one-hour sessions) to support department managers in gathering the right information before the next design workshop.

During this phase **You** will:

- Attend a meeting to review results from the initial scan and evaluate which quantitative data is most relevant for your organization in telling the story of your plan.
- Identify the staff who should participate in the performance measure design workshops.

- Review briefing documents before attending the performance measure design workshops.
- Attend and participate in the performance measure design workshops and coaching sessions.

Key Deliverables

- Briefing document with:
 - Results from the internal scan and further evaluation process
 - Summary of findings from the external review and best practice recommendations
- Up to twenty-one (21) remote workshops to design the initial set of performance measures
- Up to fourteen (14) coaching support sessions to work through any barriers in the design process
- Set of up to ten (10) performance measures per department that tell a meaningful story of their progress

Phase 3: Finalizing Performance Measures

In Phase 3, Envisio will work with the project team on any outstanding items to finalize the initial performance measures. Once measures are finalized, Envisio will host a remote workshop with the project team to review and finalize the measures.

Envisio and The Customer agree that the completion of phase three is a shared responsibility. Neither Envisio nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party. Delays on the part of The Customer, including putting the project on temporary hold or changes in project personnel, may result in a Change Order to cover the cost of restart, rework, rescheduling, and retraining. Phase three services are provided until all services are delivered or 90 days contiguous from the start of phase 3, whichever occurs first.

During this phase, **Envisio** will:

- Host a remote meeting with the project team to review the initial set of measures defined and make any final edits to these measures to finalize them.
- Work with the project champions remotely to support them in gathering remaining information to fill identified gaps.
- Compile all finalized Performance Measure information into an Excel document

During this phase, **You** will:

- Attend and actively participate in all meetings and workshops.
- Provide feedback and final approval on the final set of measures.

Key Deliverables

- Finalized set of up to ten (10) measures per department to help them tell their story

Phase 4: Performance Measures Build

The Envisio team will build your measures in the system for you, then resume standard implementation training to equip your team with the skills to maintain measures, moving forward.

During this phase **Envisio** will:

- Host a meeting to identify the information required to support the build, including how data is currently used and where it is stored, and gather feedback about how you would like your data and visuals built in the system. Envisio will provide a document about the information that must be gathered, including formatting guidelines.
- Review background documentation (e.g. performance measure data) and any other relevant documents, to gain a better understanding of the scope of the performance measures to be loaded.
- Build up to five (5) initial data sources and visuals with the data provided.
- Host a meeting to review the build, answer any questions, and get approval to proceed with building remaining data sources and visuals.
- Build up to one hundred and thirty-five (135) remaining data sources and visuals.
- Assign employees to data sources and visuals (as appropriate) and set automated reminders for data maintenance.
- Host a handover session to review the final build and schedule maintenance training or resume standard implementation process.

During this phase **You** will:

- Attend and actively participate in all meetings.
- Respond to clarification requests and provide input as needed (via email or short check-in calls).
- Provide your performance measure data and additional required information in the correct format, based on the document provided by Envisio. This includes documents and information such as:
 - Data sources
 - Existing visuals
 - Who is responsible for maintaining the data source
 - How often the data source is updated
- Provide feedback and input on the types of visuals you would like built using the system.

- Lead logistics around scheduling the Handover and Maintenance Training session, including identifying the appropriate people from your team who need to be included in this training, so you are able to maintain and edit your data after it is loaded

Key Deliverables

- Up to one-hundred and forty (140) measures built in Envisio, with necessary data sources and visuals
- Up to fourteen (14) Performance Measures dashboard built, if requested

Phase 5: Performance Measures Implementation & Training

In this phase, our expert trainers will equip your core team with the internal capacity to maintain and manage performance measures in the software. Our team will also work with your technical resources to optimize automation via integration wherever possible, leveraging our open API, SFTP import, or embed codes where appropriate. If applicable, this implementation portion will be completed after consulting services have been delivered to define your performance measures.

During Performance Measures implementation, **Envisio** will:

- Host three (3) weekly, one-hour consultation/build sessions to train and provide support and guidance as you build your performance measures in Envisio.
 - Envisio Data Source structure
 - Visualizing your data in Envisio
 - Dashboards and plan linking
- Work directly with your IT resources to test the integration functionality, ensuring data successfully reaches the intended data sources and populates the sample set, as well as up to one (1) Data Source for two (2) additional systems. Through testing, we will ensure that data is seamlessly transferred and appears in the related visuals.

During Performance Measures implementation, **You** will:

- Actively participate in online admin training sessions: Our expert trainers will conduct dedicated online admin training sessions to equip your team with the knowledge and skills required to fully build all features in Envisio's Analytics module. This will require personnel who are system-savvy analytical thinkers.
- Provide a sample set of data: You will provide a sample set of data with up to five (5) Data Sources and five (5) Visualizations to develop a proof of concept for further integration work and your data source framework.

- Build and test integration(s): You will engage your technical resources to build required integrations to support automated data entry into Envisio. Your technical team will also be responsible for working with our integration team to support the testing of integrated data sources. During this phase, the testing of the integration will include up to three (3) systems, including data sources from the sample set of five (5) and one (1) additional data sources for each additional system, for a total of seven (7) data sources. This will serve as the basis for you to continue building out the integration, and add to and maintain it in the future.
- Map Visuals to Corresponding Plan Elements Data (where appropriate): If applicable, you will link visuals to specific plan elements, ensuring accurate representation of performance data.

Key Deliverables

- Performance measures built in Envisio and aligned to your plan (where appropriate)
- Analytics dashboards built to support tracking of performance measures where applicable
- Integration built by your team and jointly tested to support automated data entry into Envisio
- API documentation, where applicable

Performance Measure Timeline

Our standard timeline to complete the performance measure service is five to six (5-6) months. This service is typically completed following the general timeline below. These timelines are subject to tasks and activities assigned to your team being completed on time.

Timeline	M1	M2	M3	M4	M5	M6
Phase 1: Project Kick-off & Internal Scan						
Task 1.1 - Host project kick-off meeting						
Task 1.2 - Review background documentation and complete internal scan						
Phase 2: Performance Measure Design						
Task 2.1 - Facilitation of a remote workshop to review internal scan and evaluate relevant measures.						
Task 2.2 - Complete external scan of best practices from other jurisdictions/organizations						
Task 2.3 - Compile all information together in briefing document						
Task 2.4 - Facilitation of series of three workshops with 14 departments						
Task 2.5 - Provide coaching support						
Phase 3: Finalizing Performance Measures & Data Collection Plan						
Task 3.1 - Host a remote meeting with the project team to review the initial set of measures defined						
Task 3.2 - Support project champion to gather remaining information						
Task 3.3 - Compile all finalized Performance Measure information						
Phase 4: Performance Measures Build						
Task 4.1 - Build a sample set of five (5) Data Sources and five (5) Visuals						
Task 4.2 - Host a meeting to review the build						
Task 4.3 - Build up to one hundred and thirty-five (135) remaining data sources and visuals.						
Task 4.4 - Host a handover session to review the final build						
Phase 5: Performance Measure Implementation						
Task 5.1 - Host three (3) weekly, one-hour consultation/build sessions						
Task 5.2 - Work directly with your IT resources to test the integration functionality						

Customer Support Resources

Envisio's Customer Success Team and Technical Support is available Monday to Friday, between 8 am and 6 pm EST. We use Google Meet to host video meetings and provide recordings for all consulting & training sessions.

Online Support – Envisio Help Center

Go to <https://envisio.zendesk.com/hc/en-us/requests/new> or click on “Need Help?” and then “Contact Support” in the lower right-hand corner of your Envisio environment to open a support ticket. Fill out your information and send it our way. Support tickets are addressed during regular business hours.

Live Agent Phone Support

We prefer help desk tickets to track your support request but you can also email support@envisio.com or call (888) 371-4800 and press 1 to access technical support during regular business hours.

Online Knowledge Base

Our online knowledge base (<https://envisio.zendesk.com/>) is available 24/7 and contains articles explaining Envisio features and step-by-step instructions on how to accomplish common tasks within the software.

Envisio Academy

Envisio Academy is our one-stop shop for learning how to use Envisio. Register for live online or OnDemand classes through our website (<https://academy.envisio.com/main>), and ask questions of our expert training team in a webinar-like environment. We offer classes across a variety of topics, both tactical how-to within the platform as well as best practice planning and performance-related content. We also cater to various user roles, from brand-new users to seasoned system admins. Most classes run for about an hour, and the schedule varies monthly.

Envisio Envisionary Community

Our Envisionary Community connects you with like-minded individuals to share experiences, accomplishments, and challenges in a safe and inclusive space. Join webinars co-hosted by our customers who give tactical advice. Be a co-host yourself. Leverage our library of Performance Measures from actual living plans across our community.



ENVISIO SOLUTIONS INC.

MASTER SERVICES AGREEMENT

PLEASE READ THIS MASTER SERVICE AGREEMENT (“**AGREEMENT**”) CAREFULLY. THIS AGREEMENT APPLIES TO ENVISIO SOLUTIONS INC. (“**ENVISIO**”) AND ANY CUSTOMER (THE “**CUSTOMER**”) WHO UTILIZES ENVISIO’S SAAS STRATEGY IMPLEMENTATION SOFTWARE SERVICES DESCRIBED HEREIN (THE “**SERVICE**”), WHETHER OR NOT THE CUSTOMER PAYS FOR THE SERVICE.

ACCEPTING THE TERMS

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX OR BY EXECUTING AN ORDER OR QUOTATION FORM THAT REFERENCES THIS AGREEMENT, THE CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE CUSTOMER REPRESENTS THAT IT HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF THE CUSTOMER DOES NOT HAVE SUCH AUTHORITY, OR THE CUSTOMER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, THE CUSTOMER MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

1 PURCHASED SERVICES

1.1 Provision of Purchased Services

Envisio shall provide to the Customer the Service that is ordered by the Customer (“**Purchased Services**”) on Envisio’s invoice or quotation form (each a “**Quote**”) during a Subscription Term (as defined below), attached hereto as Appendix A.

The Service is hosted on Envisio’s service provider platform, “Heroku” (owned by Salesforce.com). Heroku’s physical infrastructure is hosted and managed within Amazon’s secure data centers and utilizes the Amazon Web Service (“**AWS**”) technology. The Customer further acknowledges that the Customer Data (as defined below) resides on AWS’s servers either in the USA or Canada (available on request). The Customer may access the Service, but has no right to receive a copy of the object code or source code to the Service. The Customer must have high speed Internet connection, and compatible hardware and up to date ‘browser’ software to access the Service, none of which are Envisio’s responsibility.

1.2 Subscription License

Unless otherwise stated in the applicable Quote, the Purchased Services are purchased as a subscription license (the “**Subscription**”) and non-transferrable to a third party. Additional Users (as defined below) can be added to the Subscription during the Subscription Term at the same pricing as the underlying Subscription, prorated for the portion of that Subscription Term remaining, and any added Subscription will terminate on the same date as the underlying Subscriptions.

2 ENVISIO’S RESPONSIBILITIES

2.1 Provision of Service

Envisio will use commercially reasonable efforts to make the Service available to the Customer 24 hours per day, 7 days per week, except for planned downtime of which Envisio shall provide at least 24 hours notice via the Service and scheduled to the extent practicable during the weekend hours between 6 pm Friday and 3 am Monday Pacific Time. Any unavailability caused by circumstances beyond Envisio’s reasonable control including but not limited to: the malfunction of equipment, acts of God, act of government, flood, fire, earthquake, civil unrest, act of terror (collectively, “**Force Majeure**”), or the activities



of third parties not under Envisio's control (including Internet and other service providers) is not the responsibility of Envisio. Envisio will make reasonable efforts to reduce to a minimum and mitigate the effect of any Force Majeure.

2.2 Customer Data

The Customer must provide all data for use in the Purchased Services (the "**Customer Data**") and Envisio is not obliged to modify or add to it. The Customer Data belongs to the Customer and it is solely responsible for the content and accuracy. The Customer grants to Envisio all necessary licenses in and to such Customer Data solely for Envisio to provide the Service to the Customer.

Envisio will treat the Customer Data as confidential and will not disclose it to third parties unless as compelled by law or unless expressly permitted in writing by the Customer. Envisio will not access the Customer Data except as necessary to address service or technical issues, at the Customer's request.

As part of Envisio's standard Service offering, Envisio will make daily backup copies of the Customer Data and maintain such data for a period of seven weeks.

2.3 Software Uptime Agreement

Envisio endeavours to provide 99.9% uptime with respect to the Purchased Services in each calendar month during the Term, excluding:

- (a) any scheduled maintenance times;
- (b) factors outside Envisio's reasonable control; and
- (c) downtime related to the Customer's or third party's hardware, software or services.

If in any calendar month this uptime commitment is not met by Envisio and the Customer was materially impacted from a resulting disruption to the Purchased Services as determined in Envisio's sole discretion acting reasonably, Envisio shall provide, as the sole and exclusive remedy, a service credit equal to 25% of one month's fee for the use of the Service (the "**Credit**").

2.4 Service Level Agreement

There are several ways to get support for using Envisio, including online knowledge base, technical support, consulting support, and community support options.

The Customer Success Team technical and consulting support is available during its regular business hours on weekdays that are not legal Canadian holidays. Regular business hours are listed below for the time zone in which your organization is located:

- >> 9:00 am EST until 8:00 pm EST
- >> 8:00 am CST until 7:00 pm CST
- >> 7:00 am MST until 6:00 pm MST
- >> 6:00 am PST until 5:00 pm PST

The following targets will be used for response to support requests:

Severity	Initial Response	Resolution	Updates
Critical	1 hour	Work continuously	Every business day
High	2 hours	As soon as possible	Every other business day



Medium	4 hours	As soon as possible	Every other business day
Low	Following business day	Reasonable effort	Weekly

Severity indicators are defined as follows:

- >> *Critical* - Envisio is down and no workaround is available.
- >> *High* - Use of Envisio is impaired but instances are up and running. No workaround is available.
- >> *Medium* - A function of Envisio has failed, but Envisio is still useable. Support is aware of the issue.
- >> *Low* - Envisio functionality is not impaired. This priority also includes feature, information, documentation, how-to, and enhancement requests.

Updates will continue until the issue is resolved or there is a workaround in place. We aim to resolve all issues expeditiously, but when an issue is difficult to solve and takes longer than one business day, we will provide updates on our progress according to the schedule listed above.

Canadian holidays observed in British Columbia include: New Year's Day (January 1), Family Day (third Monday in February), Good Friday (Friday before Easter), Easter Monday, Victoria Day (Monday before May 25), Canada Day (July 1), British Columbia Day (first Monday in August), Labour Day (first Monday in September), National Day for Truth and Reconciliation (September 30), Thanksgiving (second Monday in October), Remembrance Day (November 11), and Christmas Day (December 25). Envisio offices close for the entire week for the Christmas holiday.

2.5 Credit Request

In order to receive the Credit, the Customer must provide sufficient evidence to support the Credit and email info@envisio.com within 5 days of the end of the applicable calendar month. If the Customer is past due or in default with respect to any payments owed to Envisio under this Agreement, the Customer is not eligible to receive the Credit.

3 CUSTOMER'S USE OF THE SERVICE

3.1 Authorized Users

The Customer agrees to maintain authorized users based on the number of user accounts ("**Accounts**") purchased under the Subscription as stated in the Quote. Only the Customer or persons or entities that have access to an Account through a username and password for the Account (each a "**User**" and collectively, the "**Users**") may use the Account. If the number of Users exceeds the Accounts purchased, Envisio will notify the Customer's Administrator (as defined in Section 3.2 below) via email of the overage and the Customer will have 5 business days following delivery of such email to make any changes necessary to address the overage. Following that 5 business days period, if the overage remains Envisio will invoice the Customer for the additional Accounts required to address the overage at the same fee as the existing Accounts subscribed for under the Subscription, prorated for the duration of the Subscription Term remaining and the Customer will pay the invoice according to the terms outlined in Section 5.4 below.

3.2 Email and Notices

At the time of ordering the Service from Envisio, the Customer shall identify the administrator(s) responsible for the Accounts (each an "**Administrator**"). The Customer agrees to provide Envisio with the Administrator's contact information including e-mail address. By providing the Administrator's e-mail address, the Customer agrees to receive all required notices electronically to the Administrator's e-mail address.



The Administrator shall be responsible on behalf of the Customer for managing the Accounts, maintaining all User information, and the Purchased Services used by the Customer. It is the Customer's sole responsibility to notify Envisio if the Customer changes or intends to change its Administrator(s).

3.3 Users: Passwords, Access and Notifications

It is the Customer's responsibility to change and maintain its Users' records in Envisio to secure access to the Account. The Customer is also solely responsible for ensuring the confidentiality and secrecy of each User's login. The Customer agrees not to disclose its Users' login information to any third party and will prevent its employees and personnel from sharing User's login information amongst themselves. The Customer will be responsible for all electronic communications generated through the Service, including, but not limited to, Account registration and notices. The Customer is only entitled to access and use the Service and the Account for lawful purposes.

Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and shall promptly notify Envisio of such unauthorized access or loss/theft of any of its Users' login information.

3.4 Restrictions

The Customer is responsible for all activities conducted under its User accounts and ensuring their Users' compliance with this Agreement.

The Customer shall not:

- (a) permit concurrent use of a single User account, or time-sharing of the Service;
- (b) post or transmit any Customer Data that contains viruses, worms, time bombs, Trojan horses or any other contaminating, corrupting or destructive features, or use the Service in an irresponsible manner that interferes with the proper working and normal operation of the Service, or detrimentally interferes with personal information or property of another;
- (c) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to extract the source code or modify the Service in any manner or form; or
- (d) transfer, sell, lease, rent or assign, in any way, all or a portion of, the Account and/or the Service to any third party (other than Users in accordance with Section 3.1).

This Section shall survive any termination or expiration of this Agreement.

4 INTELLECTUAL PROPERTY

The Customer acknowledges that Envisio retains all right, title and interest in and to the Service and all software, materials, formats, interfaces, information, data, content and Envisio's proprietary information and technology used by Provider or provided to Customer in connection with the Service (the "Envisio Technology"), and that the Envisio Technology is protected by intellectual property rights owned by or licensed to Envisio. Other than as expressly set forth in this Agreement, no license or other rights in the Envisio Technology are granted to the Customer, and all such rights are hereby expressly reserved by Envisio.

The Customer must not, without Envisio's express written consent, use any of Envisio's trademarks, service marks, copyrighted materials, or other intellectual property.



The Customer acknowledges that any ideas, suggestions, concepts, processes or techniques that it provides to Envisio related to the Service or Envisio's business (the "Feedback") shall become Envisio's property without any compensation or other consideration payable to the Customer by Envisio, and the Customer does so of its own free will and volition. Envisio may or may not, in its sole discretion, use or incorporate the Feedback, in whatever form or derivative that Envisio may decide, into the Service, documentation, business or other products. The Customer hereby assigns all rights on a worldwide, exclusive basis in perpetuity to Envisio in any Feedback and, as applicable, waives any moral rights to the Feedback.

This Section shall survive any termination or expiration of this Agreement.

5 PURCHASED SERVICES AND PAYMENT

5.1 Term of Agreement

This Agreement is effective between the Customer and Envisio as of the date of the Customer's acceptance of this Agreement (the "**Contract Effective Date**") and continues until the Subscription Terms with respect to each Subscription subscribed for by the Customer hereunder has expired or been terminated.

5.2 Term of Subscriptions and Renewal

The term of each Subscription (the "**Subscription Term**") shall be as set out in the applicable Quote, attached hereto as Appendix A. Unless otherwise set out in the applicable Quote, each Subscription shall automatically renew for one year, unless either party gives the other notice of non-renewal at least 30 days before the end of the Subscription Term. The per-unit pricing during renewal will increase by 10% per annum, unless otherwise agreed to by the parties.

5.3 Service Fees

The Customer shall pay Envisio the fees specified on the Quote (the "**Fees**"). Fees are based on Purchased Services comprising of subscription fees and implementation fees and are non-refundable. Purchased Services cannot be decreased during the Subscription Term. This Section shall survive any termination or expiration of this Agreement.

5.4 Invoicing and Payment

Billing for the Purchased Services will be in advance on an annual (twelve months) basis. Unless otherwise stated in the Quote, invoiced charges are due net 30 days from the invoice date (the "**Due Date**"). The Customer is responsible for providing complete and accurate billing and contact information to Envisio and notifying Envisio of any changes to such information. Overdue invoices will incur a 2% per month interest charge. If the Customer fails to pay the invoice within the Due Date, Envisio may, at its sole discretion, declare the Account delinquent (a "**Delinquent Account**"). This Section shall survive any termination or expiration of this Agreement.

5.5 Applicable Taxes

Envisio shall charge the Customer, and the Customer shall pay to Envisio, all applicable taxes, including any retroactive taxes on past Fees or charges (whether already paid or not) in cases where Envisio is under a legal obligation to collect such tax from the Customer. The Customer shall be responsible for any and all other taxes that the Customer is under a legal obligation to pay. This Section shall survive any termination or expiration of this Agreement.



6 TERMINATION AND SUSPENSION

6.1 Envisio's Right to Suspend the Account

Envisio reserves the right to suspend the Customer's Account and access to and use of the Service under the following conditions:

- the Account becomes a Delinquent Account; or
- Envisio reasonably concludes that the Account is being used to engage in denial service attacks, spamming, or illegal activity, and/or use of the Account is causing immediate, material and/or ongoing harm to Envisio and others.

In the extraordinary event that Envisio suspends the Customer's access to the Service, Envisio will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and resolve the issues causing the suspension of the Service.

6.2 Termination for Cause/Expiration

Either party (the "**Complaining Party**") may immediately terminate this Agreement and all Quotes issued hereunder in the event the other party (the "**Breaching Party**") commits a material breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from the Complaining Party.

Such notice by the Complaining Party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the Breaching Party an opportunity to cure such alleged breach and shall be sent to the Breaching Party in accordance with the notice requirements set out in Section 10.8 below.

Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service. If this Agreement is terminated by Customer for any reason other than a termination expressly permitted by this Agreement, then Envisio shall be entitled to all of the Fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of Envisio's breach of this Agreement, then Customer shall be entitled to a refund of the pro rata portion of any subscription fees paid by Customer to Envisio under this Agreement for the terminated portion of the Term.

6.3 Termination for Convenience

Customer may terminate this Agreement without cause by giving sixty (60) days advance written notice to Envisio of its election to terminate this Agreement pursuant to this provision. In the event of such termination, Customer agrees to pay a SaaS Recovery Amount equivalent to 50% of the Subscription Fees for the remainder of the Initial Term of the Agreement.

6.4 Handling of Customer Data Upon Termination

Effective upon cancellation of the Account, Envisio may deactivate the Account and be entitled to delete the Account and the Customer Data from the Service on the date the Subscription Term expires. The Customer further agrees that Envisio shall not be liable to the Customer nor to any third party for any termination of the Customer's access to the Service or deletion of the Customer Data, provided that Envisio is in compliance with the terms of this Section 6.3. It is the responsibility of the Customer to obtain a full data export, screen captures and download all necessary reports and any other Customer data, should the Customer wish to keep the data.



7 PRICE AND SERVICE CHANGES

7.1 Software Subscription Fees

Envisio reserves the right to amend the Fees and the nature of the Service offered to the Customer from time to time and in its sole discretion, provided however that Envisio shall not decrease the level of Service or increase the Subscription fees by more than 10% per annum per Subscription until the end of the Subscription Term in effect for the Customer. Envisio shall give the Customer notice of any such changes in the Fees and the Service 60 days in advance of the expiration of the relevant Subscription Term. If the change in Fees is not acceptable to the Customer, the Customer's sole and exclusive remedy shall be to cancel the applicable Subscription by providing Envisio with written notice of cancellation to info@envisio.com at least 30 days before to the expiration of the relevant Subscription Term. Continuing to use the applicable Service after the end of the Subscription Term constitutes the Customer's acceptance of all changes in Fees.

7.2 Professional Services Fees

Envisio shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix B, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Envisio, the obligation to provide professional services to the Customer expires the earlier of:

- 1) completion of the services described in the SOW
- 2) 12 months from the effective date of the relevant Quote

Additional Professional Services required as a result of add-on feature purchases or as a result of implementation delays outside Envisio's control will be charged at our then current rate, currently set at \$225 per hour.

7.3 Travel Costs

Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Envisio's standard travel and per diem rates shall apply. Envisio must receive pre-approval from Customer prior to incurring travel costs. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. Envisio is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.

8 WARRANTIES

8.1 Our Warranties

Envisio warrants that (a) the Service will achieve in all material respects the functionality described in the applicable technical documentation for the Service that is provided from time to time by Envisio to the Customer (the "**Help Documentation**"), and (b) Envisio will not materially decrease the functionality of the Service subscribed for under a Subscription during the applicable Subscription Term. The Customer's sole and exclusive remedy for Envisio's breach of this warranty shall be that Envisio be required to use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality as described in the Help Documentation and, if Envisio is unable to restore such functionality, the Customer shall be entitled to terminate this Agreement and receive a pro-rata refund of the subscription fees paid under this Agreement for the Subscription for the terminated portion of the Subscription Term.

8.2 Disclaimer of Warranty



THE SERVICE AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY ENVISIO TO THE CUSTOMER ARE PROVIDED “AS IS”, “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND EXCEPT AS EXPRESSLY SET OUT HEREIN. ENVISIO HEREBY DISCLAIMS ALL IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, PROVIDER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO CUSTOMER IN CONNECTION WITH CUSTOMER’S USE OF THE SERVICE (INCLUDING ALERTS AND RECOMMENDATIONS) IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CUSTOMER FOR ANY PURPOSE WHATSOEVER.

FOR THE PURPOSES OF THIS SECTION 8.2, “ENVISIO” INCLUDES ENVISIO’S DIVISIONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, PARENT COMPANIES AND THEIR (INCLUDING ENVISIO’S) EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, AFFILIATES, RESELLERS, THIRD PARTY PROVIDERS, MERCHANTS, LICENSORS AND THE LIKE.

This Section shall survive any termination or expiration of this Agreement.

9 LIMITATION AND EXCLUSION OF LIABILITY

9.1 Limitation of Liability

- (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO OTHER PARTY FOR ANY (I) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (II) LOST SAVINGS, PROFIT, DATA, USE OR GOODWILL, (III) BUSINESS INTERRUPTION, EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, OR (IV) PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, FUNDAMENTAL BREACH, BREACH OF A FUNDAMENTAL TERM) OR OTHERWISE.
- (b) IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH OR UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE CUSTOMER TO ENVISIO IN THE 12 MONTHS PRECEDING THE DATE THE CAUSE OF ACTION FIRST AROSE.
- (c) THE PROVISIONS OF SECTION 9.1(A) AND 9.1(B) SHALL NOT APPLY TO THE EXTENT THAT THE CAUSE OF ACTION GIVING RISE TO THE CLAIM ARISES FROM:
 - I. A BREACH OF A PARTY’S CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; OR
 - II. CLAIMS FOR FEES OWED TO ENVISIO UNDER THIS AGREEMENT AND ANY COST, EXPENSE OR FEES INCURRED IN THEIR COLLECTION.

THE CUSTOMER SHALL MAKE NO CLAIM, COMPLAINT, OR PROCEEDING AGAINST ENVISIO FOR ANY OR ALL PORTIONS OF THE SERVICES THAT MAY REQUIRE THE DOWNLOADING OF WEB SITE COOKIES FOR THE CUSTOMER TO ACCESS SUCH PORTIONS OF THE ACCOUNT.

FOR THE PURPOSES OF THIS SECTION 9.1, “PARTY” INCLUDES EACH PARTY’S DIVISIONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, PARENT COMPANIES AND THEIR EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, AFFILIATES, RESELLERS, THIRD PARTY PROVIDERS, MERCHANTS, LICENSORS AND THE LIKE.

This Section shall survive any termination or expiration of this Agreement.



10 GENERAL

10.1 Interpretation of this Agreement

The term “including,” wherever used in any provision of this Agreement, means “including but without limiting the generality of any description preceding or succeeding such term.” Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the construction or interpretation of this Agreement.

The division of this Agreement into sections/paragraphs, and the insertion of headings/captions, are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement or be deemed a part of this Agreement.

10.2 Inurement

The rights and liabilities of both the Customer and Envisio (collectively, the “Parties”) under this Agreement shall bind and inure to the benefit of the Parties’ respective successors, executors, and administrators, as the case may be.

10.3 Assignment

Neither party may assign this Agreement without written consent of the other, except that Envisio may assign without consent to a related entity or the successor of all or substantially all of the assignor’s business or assets to which this Agreement relates. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although Envisio reserves the right to name Customer as a user of the Service.

10.4 Governing Law

This Agreement and any other agreement for the Services shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

10.5 Dispute Resolution

In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the Parties’ project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a “**Business Day**” means a day other than a Saturday, Sunday, or statutory holiday in British Columbia.

Escalation Level	Envisio Management Level	Customer Management Level	Period of Resolution Efforts
First Level	Project Manager	Project Manager	10 Business Days
Second Level	VP, Customer Success	Assistant Manager	10 Business Days
Third Level	CRO	Manager	10 Business Days



10.6 Severability

If any provision or portion of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

10.7 Independent Contractors

Nothing in this Agreement shall be construed as creating a partnership or relationship of employer and employee, principal and agent, partnership or joint venture between the parties. Each party will be deemed an independent contractor at all times and shall have no right or authority to assume or create any obligation on behalf of the other party, except as may be expressly provided herein.

The Customer must not, in any way, misrepresent the Customer's relationship with Envisio, attempt to pass itself off as Envisio, or claim that the Customer is Envisio.

10.8 Injunction

The Customer acknowledges and agrees that money damages are not an adequate remedy for any breach or threatened breach related to Envisio's rights or the Customer's use of the Service beyond the rights granted to Customer in this Agreement. The Customer therefore agrees that in addition to other remedies available hereunder, by law or otherwise, Envisio shall be entitled to an injunction against any such breach by the Customer.

10.9 Cooperative Statement

Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided Envisio also agrees to do so.

10.10 Notices

Notice to Customer

Any notice to the Customer from Envisio will be sent to the e-mail address of the Administrator, or provided in writing, registered postal service (postage prepaid), or by pre-paid commercial courier delivered to the Customer at the mailing address specified on their Account.

Notice to Company

Any and all notices to Envisio from the Customer must be given by in writing, e-mail, first class postal service (postage prepaid), or by pre-paid commercial courier delivered to Envisio at:

Envisio Solutions Inc.
300-15300 Croydon Drive
Surrey, BC V3Z 0Z5

Tel: 888-371-4800
email: info@envisio.com



10.11 Complete Agreement

This Agreement constitutes the complete understanding and agreement between the Customer and Envisio. Except when expressly agreed to the contrary in signed writing by an authorized representative of Envisio, this Agreement supersedes any other written (including digitized/computerized) agreement, oral agreement, and/or agreement by conduct. This Agreement or any other specific agreement for the Service between Envisio and the Customer shall each be exclusively between Envisio and the Customer only and shall not confer any rights in any third party.

This Section 10 shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of each Party hereto as of the Effective Date.

For Envisio Solutions Inc.

Print Name: _____

Title: _____

Date: _____

For (Customer)

Print Name: _____

Title: _____

Date: _____

CITY OF COMPTON
Recommended for Approval:

By _____
Sharon Rahban Navizadeh, City Controller
City Controller Department

Dated: _____

Approved by:

Dated: _____

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

Approved as to form:

By _____
Eric Perrodin, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Satra Zurita, City Clerk



Appendix A - Quote

Bill To Name	City of Compton, CA	Quote Number	1701062
Bill To	205 South Willowbrook Avenue	Created Date	31/12/2024
	Compton, California 90220	Expiration Date	31/01/2025
	United States	Prepared By	Madison Dias
		Email	mdias@envisio.com

Product Description	Quantity	Sales Price	Total Price
Get Started Software Subscription: Envisio Bundle including 1 Plan, Analytics, Public Dashboard and Projects - Annual Subscription with Unlimited Licenses - ENV-GSP-20M	1.00	USD 14,500.00	USD 14,500.00
Professional Services (Single Audit Finding Corrective Action Plan): A one-time hourly fee which includes the phases in the attached document entitled "Appendix B - Scope of Work (SOW)" - ENV-PS-01	1.00	USD 4,000.00	USD 4,000.00
OPTIONAL Professional Services (Performance Measurement Development Services): A one-time hourly fee which includes the phases in the attached document entitled "Appendix B - Scope of Work (SOW)" - ENV-PS-01.	1.00	USD 66,975.00	USD 66,975.00

Subtotal USD 85,475.00

Total Price USD 85,475.00

Quote Accepted By:

Name: _____

Date: _____

Signature: _____

Terms and Conditions

- Prices set forth in this quote are valid for the period stated. All prices are quoted in US Dollars and are not inclusive of any applicable taxes. An invoice for the agreed amount will be issued upon acceptance of this quote.
- Acceptance of this quote is acceptance of the accompanying Master Services Agreement (MSA) or a previously signed MSA in the event of renewal/upsell.

Payment methods: ACH, Wire or Check
Remit to email: finance@envisio.com

ACH/Wire Payment To

Account Name: Envisio Solutions Inc. | Bank: Silicon Valley Bank | Bank Address: 3003 Tasman Dr. Santa Clara, CA 95054
ABA/ACH Routing #: 121140399 | Account #: 3303262267 | Account Type: Checking

Pricing Term for Quote Number 1701062:

- Envivio annual subscription is based on a 5-year term
- Envivio will apply a 5% annual increase beginning in Year 2

Year 1 Price <i>Annual Software Subscription + One-time Professional Services (Single Audit Finding Corrective Action Plan)</i>	\$18,500 USD
	OR
<i>*OPTIONAL: Annual Software Subscription + One-time Professional Services (Single Audit Finding Corrective Action Plan + Performance Measurement Development Services)</i>	*\$85,475 USD
Year 2 Price <i>Annual Software Subscription (includes 5% annual increase)</i>	\$15,225 USD
Year 3 Price <i>Annual Software Subscription (includes 5% annual increase)</i>	\$15,986 USD
Year 4 Price <i>Annual Software Subscription (includes 5% annual increase)</i>	\$16,785 USD
Year 5 Price <i>Annual Software Subscription (includes 5% annual increase)</i>	\$17,624 USD

Terms of Payment

Software:

- Due 100% upon Contract Effective Date (Net 30)
- Year 2 is due 365 days from the Contract Effective Date and annually thereafter

Professional Services:

- Due 100% upon Contract Effective Date (Net 30)

Appendix B - Scope of Work (SOW)

Submitted by:
Envisio Solutions, Inc.



Overview of Services Proposed

Our Unique Process - *Strategy Meets Execution*

Implementation Services

Envisio values ease of onboarding and comprehensive training, and we are dedicated to high-quality service and customer satisfaction. Our Professional Services and Implementation teams will work together to ensure you receive the proper support and training at the right time. Our customer engagements are led by a team of in-house planning, performance management, and local government experts who consult on the best ways to configure Envisio to your unique plans and performance measures. We follow best practices in technology deployment that have been refined over hundreds of successful implementations. We design with the result in mind, ensuring your configuration and training in Envisio meet all of your communication and tracking goals.

Consulting Services

Our professional services are designed for customers who do not have the time and capacity to design and/or build their plan details and performance measures in Envisio. You see the value in communicating planning and performance measure data and are keen to adopt this practice in your organization, but have steps to complete before you can effectively get started. Envisio's Planning and Performance Coaches fill these gaps with our professional services offerings and build that capacity on your team. We know Envisio inside and out; let us take the heavy load off your organization's shoulders to help you design and gather the information you need to use the Envisio platform to its full value.

Continued Support

Your partnership with Envisio is an ongoing one. We will be with you every step of the way on your customer journey as you continue to achieve your goals. Your dedicated Customer Success Manager will guide you through the required business process change, successful rollout, and full solution adoption in Envisio. Once you've achieved your current goals, we will work with you to define new goals, always pushing your organization to expand your sophistication and become a star performer in the planning and performance management space.

Envisio Implementation Service

Get started on the right foot, every time, for all of your plans and performance measures.

Begin your journey with Envisio on a strong path to building your planning, performance, and project management toolkit. Our implementation consultants guide you through a prescriptive, proven process to implement the software and empower your organization for long-term success. We work directly with your team to configure the software, share best practices to enable the organization through change management, and automate reporting to ensure consistent communication on your plan's progress and performance. We host training sessions to ensure all of your users know how, when, and - most importantly - why to input their updates to Envisio, as well as leadership report training to provide your leadership team with direct insight into the results of the plan and understand the importance of regularly scheduled reviews of progress, using Envisio reports.

Our implementation services enable you to build your plan and performance measures in Envisio, to ensure your team can easily provide ongoing updates and share progress with both internal and external stakeholders. We host collaborative weekly consultation sessions as you build and configure the software, and equip you with best practices along the way to ensure your planning and performance remain in focus throughout the organization as time goes on. We develop a reporting framework and automate the delivery of both reminder notifications and results reporting, and set up templates to give your team the guidance they need to input meaningful updates.

At the end of your implementation, your organization will be ready to execute your plan and share performance-proven results with stakeholders to share the story of your success.

Performance Measure Development

Let Envisio take the guesswork out of your performance measures for your plan and help you design an initial set of measures that tell a meaningful story. Our Planning and Performance Coaches work with you to uncover existing quantitative data already being gathered at your organization and employ it in new ways to produce greater value.

We also engage your key stakeholders to understand the story of performance that is meaningful to ensure we are designing with the end audience in mind. We draw from hundreds of customers and partners in our existing networks to inform your design process with relevant best practices from other jurisdictions and organizations.

This service will help you create an initial set of performance measures, or build on those that already exist, to construct a cohesive and compelling story around your plan. Envisio will conduct a review to identify quantitative information that already exists at the organization and determine how it relates to the plan—from there, we'll help you build out any missing measures. We will bring this information together in a workshop format to support your organization in designing an overarching set of performance measures that provides a holistic overview of your progress.

Our process is designed to build capacity in organizational leaders who can work with their staff to build meaningful performance measures. While the top levels of an organization often determine the performance measures, the data that supports the performance measures is dispersed throughout the organization. To have an executable and resource-efficient professional service scope, we will draw on key leaders at your organization to reach out to their teams to gather the quantitative data the project requires. We work with your key leaders, building their capacity to lead the development and implementation of performance measures internally. We ensure they have the appropriate resources and tools so they can draw from this process to design performance measures in the future.

Scope of Work - Single Audit Report & Corrective Action Plans (Audit Findings)

Envisio implementation follows a prescriptive process to guide your organization to early success using the platform, along with robust reporting and training for your team.

Plans Implementation

Project Kick-Off

During this phase of work, we introduce key team players and define project roles, define a work plan to accomplish project deliverables, and take stock of existing plan details to inform subsequent phases of work.

During this phase **Envisio** will:

- Host a partnership kick-off meeting with key stakeholders to get to know your team and define roles, responsibilities, timelines, and communication channels.
- Host an executive leadership meeting to present our partnership journey, an Envisio roll-out plan, and our expectation of their role as the key to success
- Document and define a detailed implementation plan outlining the phases, milestones, and timelines of our implementation process for your organization.
- Review the finalized plan your organization will input to Envisio through the implementation phase, and prepare recommendations surrounding the plan structure.
- Provision your Envisio instance for initial access and provide logins for up to thirty (30) key project participants to access the platform. Your organization will be able to add additional users to the platform without limitation.
- Provide up to four (4) hours of Project Management time throughout implementation. Service is provided until all other services are delivered or ten (10) weeks contiguous from project kick-off, whichever occurs first.

During this phase **You** will:

- Define and share participants for the partnership kick-off meeting
- Confirm your organization's goals and timeline expectations
- Acquaint yourself and your team with our implementation process
- Select the plan for implementation and coach review and share with Envisio

Key Deliverables

- Detailed implementation project plan tracker with timelines defined, outlining key implementation milestones and deliverables. This tracker will serve as a valuable tool to monitor progress and ensure timely completion of tasks.
- Envisio Instance Provisioned and Logins Created: up to thirty (30) initial users are sent login credentials and your Envisio instance is ready to use.

Plans Implementation - Get Started

To implement your priority plan in Envisio, a dedicated implementation consultant will guide your project champion and plan owner/builder through a prescriptive implementation process to ensure the successful launch of your plan in the Envisio platform.

During this phase **Envisio** will:

- Host five (5) weekly, one-hour implementation consultation sessions to train and provide support and guidance as you configure your Envisio instance for optimal use and input your plan into the system.
 - System configuration and plan structure framework consultation
 - Reporting dates and update cadence consultation
 - Internal Reporting framework consultation and build session
 - Public Dashboard consultation and build session
 - Preparation for user and leadership training
- Collaborate with you to build one (1) draft Public Dashboard, which can be shared internally to showcase early successes and milestones achieved through the platform's usage, and published for public consumption later, when appropriate.
- Build five (5) standard, best practice reports and provide support and guidance as you customize these reports to your organization's needs.
- Host one (1) one-hour ad-hoc support session as needed, in case of additional questions throughout building of the plan or public dashboard.
- Host two (2) one-hour training sessions for non-administrative Envisio users:
 - End-user training to teach staff how to input updates to the plan, and set cadence expectations
 - Leadership report training to share built reports with the leadership team and best practices on how to leverage reports to keep the plan in focus

During this phase **You** will:

- Actively participate in implementation consultation sessions: Your active participation in implementation consultation sessions is vital for aligning Envisio's configuration with your organization's specific requirements.
- Familiarize yourself with technical usage: To empower your team with the necessary skills to build plans and other administrative setup, you will watch on-demand learning video courses. These courses provide insights into the technical aspects of the platform, facilitating a smooth onboarding process.
- Dedicate time to building your plan(s): It will be important that you dedicate time to building your plan(s) and completing assigned "homework" assignments after each consultation session with your Implementation Consultant.

Key Deliverables

- Your operationalized plan entered into Envisio platform, ready to receive updates
- Configured reporting periods and automated update notifications
- Historical updates entered, if applicable (i.e. when entering established plans)
- Draft public dashboard built, ready to be socialized internally
- Five (5) standard, best practice reports configured and scheduled to your organization's needs

Projects Implementation

In this phase our expert trainers will equip your team with the capacity to build, manage, and track projects in Envisio.

During Projects implementation, **Envisio** will:

- Host three (3) weekly, one-hour consultation/build sessions to train and provide support and guidance as you build your projects in Envisio.
 - Projects configuration and best practices
 - Project and task building
 - Projects dashboard, plan linking, and reporting
- Host one (1) one-hour ad-hoc support session as needed, in case of additional questions throughout building.
- Host one (1) one-hour project manager training session

During Projects implementation, **You** will:

- Actively participate in online admin training sessions: Our expert trainers will conduct dedicated online admin training sessions to equip your team with the knowledge and skills required to fully utilize Envisio's Projects module, including related reporting and plan linkage, where appropriate.
- Build project(s) and tasks: Following best practice recommendations for structure, and with the support of your Implementation Consultant, you will build your projects into Envisio
- Projects Dashboards: Your team will construct Projects dashboards, tailored to topical needs, showcasing your ongoing projects in a coherent and visually appealing manner.
- Map Projects to Plans (where appropriate): If applicable, you will link your projects to specific plan elements, ensuring accurate representation of performance data.

Key Deliverables

- Up to ten (10) Projects and a corresponding set of tasks built in Envisio with start/end dates and ownership, where defined
- Two project-specific reports, automated from Envisio, dependent on plan linking
- One (1) draft Projects Dashboard created
- Project Manager training

Implementation Timeline

Implementation phases are flexible and can be adjusted to suit your organization's readiness and needs. Each implementation phase is broken out into its own timeline below.

Envisio and The Customer agree that implementing Envisio is a shared responsibility. Neither Envisio nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party. Delays on the part of The Customer, including putting the project on temporary hold or changes in project personnel, may result in a Change Order to cover the cost of restart, rework, rescheduling, and retraining.

Plans Implementation Timeline

Our standard timeline to complete Plans Implementation is eight (8) weeks and typically follows the general timeline below. These timelines are subject to tasks and activities assigned to your team being completed on time. Projects Implementation

Timeline	W1	W2	W3	W4	W5	W6	W7	W8
Phase 1: Project Kickoff & Internal Scan								
Task 1.1 - Host partnership kickoff meeting								
Task 1.2 - Host an executive leadership meeting								
Task 1.3 - Document and define a detailed implementation plan								
Task 1.4 - Review the finalized plan your organization will input to Envisio								
Task 1.5 - Provision your Envisio instance for initial access								
Task 1.6 - Project Management								
Phase 2: Plans Implementation								
Task 2.1 - Host four (4) weekly, one-hour implementation consultation sessions								
Task 2.2 - Collaborate with you to build one (1) draft Public Dashboard								
Task 2.3 - Build five (5) best practice, standard reports and support customization								
Task 2.4 - Host one (1) one-hour ad-hoc support session								

OPTIONAL: Scope of Work - Departmental Performance Measures

Performance Measure Development Phase Details

Phase 1: Project kick-off & internal scan

During this phase of work, we will define the work plan to accomplish the project deliverables and take stock of existing quantitative data and plan information to inform subsequent phases of work.

During this phase **Envisio** will:

- Host a project kick-off meeting.
 - Confirm the finalized work plan, timelines, communications standards and project team, including roles and responsibilities.
 - Determine the approach for Envisio to get access to necessary information for the internal review.
 - Plan document(s)
 - Scan of existing quantitative data being measured
 - Answer key questions related to Phase 2. Identify any additional information required to support the design. This could include:
 - Setting the workshop schedule and participants
- Review background documentation, including existing performance measures collected by the organization (quantitative data), the plan the measures are being designed to support, and any other relevant documents to gain further relevant context about the project scope.

During this phase **You** will:

- Attend and actively participate in all meetings.
- Provide your plan and any additional documentation that will support Envisio in gaining an understanding of your desired measures.
- Support Envisio in conducting an internal scan to identify existing quantitative data at the organization.

Key Deliverables

- Finalized workplan and project timeline

- Completed scan of existing quantitative data collected by the organization

Phase 2: Performance Measure Design

In Phase 2, Envisio will complete work to support a productive design process for the client. This pre-design work will entail hosting a meeting with your project team to review the internal scan of existing quantitative data and determine which data tells a meaningful story toward Department performance. We will also look at best practices from similar jurisdictions to provide you with examples of measures that could be applied in your organization. With this information, your team will be armed with the context you need to enter the structured design workshops ready to create a set of initial measures that will meaningfully tell the story of performance towards their department.

During this phase **Envisio** will:

- Host a remote workshop with your project team to review the results of the scan and evaluate what existing quantitative data can contribute meaningfully to your plan.
- Complete an external scan to provide relevant measures from other jurisdictions/ organizations to demonstrate best practices.
- Compile all of this information together in a briefing document that workshop participants can review before the design sessions to gain relevant context.
- In partnership with the client, design and facilitate a series of up to three (3) remote workshops to design and select an initial set of performance measures which will enable departments to tell their story (up to ten (10) measures per department). Each workshop will be conducted with up to two (2) departments at a time, for a total of up to twenty-one (21) workshops (7 x defining core services, 7 x identifying performance measures, 7 x data collection plan). We anticipate each workshop will take up to two (2) hours and cover key topics such as:
 - Workshop 1: Defining Core Services
 - Workshop 2: Identifying Performance Measures
 - Workshop 3: Data Collection Plan
- In between scheduled workshops, Envisio will offer coaching support (up to fourteen (14) one-hour sessions) to support department managers in gathering the right information before the next design workshop.

During this phase **You** will:

- Attend a meeting to review results from the initial scan and evaluate which quantitative data is most relevant for your organization in telling the story of your plan.
- Identify the staff who should participate in the performance measure design workshops.

- Review briefing documents before attending the performance measure design workshops.
- Attend and participate in the performance measure design workshops and coaching sessions.

Key Deliverables

- Briefing document with:
 - Results from the internal scan and further evaluation process
 - Summary of findings from the external review and best practice recommendations
- Up to twenty-one (21) remote workshops to design the initial set of performance measures
- Up to fourteen (14) coaching support sessions to work through any barriers in the design process
- Set of up to ten (10) performance measures per department that tell a meaningful story of their progress

Phase 3: Finalizing Performance Measures

In Phase 3, Envisio will work with the project team on any outstanding items to finalize the initial performance measures. Once measures are finalized, Envisio will host a remote workshop with the project team to review and finalize the measures.

Envisio and The Customer agree that the completion of phase three is a shared responsibility. Neither Envisio nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party. Delays on the part of The Customer, including putting the project on temporary hold or changes in project personnel, may result in a Change Order to cover the cost of restart, rework, rescheduling, and retraining. Phase three services are provided until all services are delivered or 90 days contiguous from the start of phase 3, whichever occurs first.

During this phase, **Envisio** will:

- Host a remote meeting with the project team to review the initial set of measures defined and make any final edits to these measures to finalize them.
- Work with the project champions remotely to support them in gathering remaining information to fill identified gaps.
- Compile all finalized Performance Measure information into an Excel document

During this phase, **You** will:

- Attend and actively participate in all meetings and workshops.
- Provide feedback and final approval on the final set of measures.

Key Deliverables

- Finalized set of up to ten (10) measures per department to help them tell their story

Phase 4: Performance Measures Build

The Envisio team will build your measures in the system for you, then resume standard implementation training to equip your team with the skills to maintain measures, moving forward.

During this phase **Envisio** will:

- Host a meeting to identify the information required to support the build, including how data is currently used and where it is stored, and gather feedback about how you would like your data and visuals built in the system. Envisio will provide a document about the information that must be gathered, including formatting guidelines.
- Review background documentation (e.g. performance measure data) and any other relevant documents, to gain a better understanding of the scope of the performance measures to be loaded.
- Build up to five (5) initial data sources and visuals with the data provided.
- Host a meeting to review the build, answer any questions, and get approval to proceed with building remaining data sources and visuals.
- Build up to one hundred and thirty-five (135) remaining data sources and visuals.
- Assign employees to data sources and visuals (as appropriate) and set automated reminders for data maintenance.
- Host a handover session to review the final build and schedule maintenance training or resume standard implementation process.

During this phase **You** will:

- Attend and actively participate in all meetings.
- Respond to clarification requests and provide input as needed (via email or short check-in calls).
- Provide your performance measure data and additional required information in the correct format, based on the document provided by Envisio. This includes documents and information such as:
 - Data sources
 - Existing visuals
 - Who is responsible for maintaining the data source
 - How often the data source is updated
- Provide feedback and input on the types of visuals you would like built using the system.

- Lead logistics around scheduling the Handover and Maintenance Training session, including identifying the appropriate people from your team who need to be included in this training, so you are able to maintain and edit your data after it is loaded

Key Deliverables

- Up to one-hundred and forty (140) measures built in Envisio, with necessary data sources and visuals
- Up to fourteen (14) Performance Measures dashboard built, if requested

Phase 5: Performance Measures Implementation & Training

In this phase, our expert trainers will equip your core team with the internal capacity to maintain and manage performance measures in the software. Our team will also work with your technical resources to optimize automation via integration wherever possible, leveraging our open API, SFTP import, or embed codes where appropriate. If applicable, this implementation portion will be completed after consulting services have been delivered to define your performance measures.

During Performance Measures implementation, **Envisio** will:

- Host three (3) weekly, one-hour consultation/build sessions to train and provide support and guidance as you build your performance measures in Envisio.
 - Envisio Data Source structure
 - Visualizing your data in Envisio
 - Dashboards and plan linking
- Work directly with your IT resources to test the integration functionality, ensuring data successfully reaches the intended data sources and populates the sample set, as well as up to one (1) Data Source for two (2) additional systems. Through testing, we will ensure that data is seamlessly transferred and appears in the related visuals.

During Performance Measures implementation, **You** will:

- Actively participate in online admin training sessions: Our expert trainers will conduct dedicated online admin training sessions to equip your team with the knowledge and skills required to fully build all features in Envisio's Analytics module. This will require personnel who are system-savvy analytical thinkers.
- Provide a sample set of data: You will provide a sample set of data with up to five (5) Data Sources and five (5) Visualizations to develop a proof of concept for further integration work and your data source framework.

- Build and test integration(s): You will engage your technical resources to build required integrations to support automated data entry into Envisio. Your technical team will also be responsible for working with our integration team to support the testing of integrated data sources. During this phase, the testing of the integration will include up to three (3) systems, including data sources from the sample set of five (5) and one (1) additional data sources for each additional system, for a total of seven (7) data sources. This will serve as the basis for you to continue building out the integration, and add to and maintain it in the future.
- Map Visuals to Corresponding Plan Elements Data (where appropriate): If applicable, you will link visuals to specific plan elements, ensuring accurate representation of performance data.

Key Deliverables

- Performance measures built in Envisio and aligned to your plan (where appropriate)
- Analytics dashboards built to support tracking of performance measures where applicable
- Integration built by your team and jointly tested to support automated data entry into Envisio
- API documentation, where applicable

Performance Measure Timeline

Our standard timeline to complete the performance measure service is five to six (5-6) months. This service is typically completed following the general timeline below. These timelines are subject to tasks and activities assigned to your team being completed on time.

Timeline	M1	M2	M3	M4	M5	M6
Phase 1: Project Kick-off & Internal Scan						
Task 1.1 - Host project kick-off meeting						
Task 1.2 - Review background documentation and complete internal scan						
Phase 2: Performance Measure Design						
Task 2.1 - Facilitation of a remote workshop to review internal scan and evaluate relevant measures.						
Task 2.2 - Complete external scan of best practices from other jurisdictions/organizations						
Task 2.3 - Compile all information together in briefing document						
Task 2.4 - Facilitation of series of three workshops with 14 departments						
Task 2.5 - Provide coaching support						
Phase 3: Finalizing Performance Measures & Data Collection Plan						
Task 3.1 - Host a remote meeting with the project team to review the initial set of measures defined						
Task 3.2 - Support project champion to gather remaining information						
Task 3.3 - Compile all finalized Performance Measure information						
Phase 4: Performance Measures Build						
Task 4.1 - Build a sample set of five (5) Data Sources and five (5) Visuals						
Task 4.2 - Host a meeting to review the build						
Task 4.3 - Build up to one hundred and thirty-five (135) remaining data sources and visuals.						
Task 4.4 - Host a handover session to review the final build						
Phase 5: Performance Measure Implementation						
Task 5.1 - Host three (3) weekly, one-hour consultation/build sessions						
Task 5.2 - Work directly with your IT resources to test the integration functionality						

Customer Support Resources

Envisio's Customer Success Team and Technical Support is available Monday to Friday, between 8 am and 6 pm EST. We use Google Meet to host video meetings and provide recordings for all consulting & training sessions.

Online Support – Envisio Help Center

Go to <https://envisio.zendesk.com/hc/en-us/requests/new> or click on “Need Help?” and then “Contact Support” in the lower right-hand corner of your Envisio environment to open a support ticket. Fill out your information and send it our way. Support tickets are addressed during regular business hours.

Live Agent Phone Support

We prefer help desk tickets to track your support request but you can also email support@envisio.com or call (888) 371-4800 and press 1 to access technical support during regular business hours.

Online Knowledge Base

Our online knowledge base (<https://envisio.zendesk.com/>) is available 24/7 and contains articles explaining Envisio features and step-by-step instructions on how to accomplish common tasks within the software.

Envisio Academy

Envisio Academy is our one-stop shop for learning how to use Envisio. Register for live online or OnDemand classes through our website (<https://academy.envisio.com/main>), and ask questions of our expert training team in a webinar-like environment. We offer classes across a variety of topics, both tactical how-to within the platform as well as best practice planning and performance-related content. We also cater to various user roles, from brand-new users to seasoned system admins. Most classes run for about an hour, and the schedule varies monthly.

Envisio Envisionary Community

Our Envisionary Community connects you with like-minded individuals to share experiences, accomplishments, and challenges in a safe and inclusive space. Join webinars co-hosted by our customers who give tactical advice. Be a co-host yourself. Leverage our library of Performance Measures from actual living plans across our community.

February 4, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY CONTROLLER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT BETWEEN THE CITY OF COMPTON AND JL GROUP LLC TO PROVIDE FRAUD INVESTIGATION SERVICES TO THE CITY OF COMPTON AND TO ISSUE A PURCHASE ORDER FOR AN AMOUNT OF TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000) FOR A THREE-YEAR CONTRACT.

SUMMARY

Adoption of this resolution will authorize the City Manager to execute a three - year agreement between the City of Compton and JL Group LLC to provide Fraud Investigation services to the City of Compton and to issue a purchase order in an amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000).

BACKGROUND

The State Controller's audit report of March 2018 for the City of Compton found that there was an embezzlement that occurred from May 2010 through December 2016, which totaled \$3.72 million. This embezzlement was not timely detected nor reported. Finding number 2019-009 in the City's Single Audit Report for the Fiscal-Year 2018-2019 further stated that "An embezzlement of \$3.72 million remained undetected for years, and was only discovered in 2016". This aforementioned Single Audit Report is available on the City's website.

Further, the aforementioned Single Audit report made the following recommendations within the following finding numbers:

#2014-101B: Risk Identification (SD)

Recommendation: We recommend that the City put mechanisms in place to aid in anticipating, identifying, and reacting to routine events that affect the achievement of objectives.

#2014-122B – Communication (BP)

Recommendation: We recommend that the City has forms and means of communication in place to be able to communicate important information with employees and others.

#2014-136B – Report Deficiencies (SD)

Recommendation: We recommend that issues and deficiencies are directly communicated to the Responsible Person and elevated to someone at least a level higher.

Lastly, it should be noted that The Association of Certified Fraud Examiners (ACFE) in a “Report to the Nations” in 2018 on Global Occupational Fraud and Abuse stated that “Fraud in general poses a tremendous threat to organizations of all types and sizes, in all parts of the world”. They advised that proactive measures such as fraud investigation are vital in catching frauds and abuses early, which can help to limit losses [Source: 2018 ACFE Fraud Report to the Nations].

STATEMENT OF THE ISSUE

The City Controller’s office published Request for Proposal for professional Fraud Investigator service providers. Responses were received from three prospective vendors: JL Groups LLC, MARCUM Accountants, and CliftonLarsonAllen LLP. Presentations and interviews were conducted with the three vendors and JL Group LLC was selected. JL Group LLC demonstrated that they are the most responsive and qualified candidate with the lowest bid to conduct the service.

Candidate rates ranged as follows:

<u>Firm Name</u>	<u>Rate Proposed</u>
Clifton Larson Allen LLP	\$150 - \$450/hr
JL Group LLC	\$250 - \$450/hr
Marcum LLP	\$250 - \$550/hr

The candidate rating was based on the following criteria:

1. Company Background and General Qualification.
2. Technical Expertise and Knowledge of the Service.
3. Previous Experience with Services Similar in Scope.
4. Completeness and Accuracy of the Proposal.
5. Service Delivery Approach.
6. Cost of Services.
7. References.

The Fraud Examiners Manual on page 3.101 stated the importance of Fraud examination to include: identification of improper conduct and persons responsible for it, stop ongoing fraud, stop future losses, strengthening internal control weaknesses etc.

Staff is requesting that the City Council authorize the City Manager to enter into a multi-year agreement (Fiscal Years 2024-25, 2025-26, and 2026-27) with JL Group LLC to provide Fraud Investigation services at a total cost of Two Hundred Twenty-Five Thousand Dollars (\$225,000).

FISCAL IMPACT

The amount for this service is Two Hundred Twenty-Five Thousand Dollars (\$225,000) for the three-year contract. This amount is appropriated in the City Controller's office budget for the Fiscal-Year 2024-2025 in account number 1001-650-000-4266. (General Fund – Contract Services)

The contract will be payable based on fees-for-services at the rates shown on the vendor's Letter of Agreement.

APPROVED FOR FORWARDING:

SHARON RAHBAN NAVIZADEH

CITY CONTROLLER FORWARDED TO CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT BETWEEN THE CITY OF COMPTON AND JL GROUP LLC TO PROVIDE FRAUD INVESTIGATION SERVICES TO THE CITY OF COMPTON AND TO ISSUE A PURCHASE ORDER FOR AN AMOUNT OF TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000) FOR A THREE-YEAR CONTRACT.

WHEREAS, the State Controller’s Audit Report of March 2018 found that there was an embezzlement that occurred from May 2010 through December 2016 that totaled \$3.72 million, this remained undetected until 2016, and

WHEREAS, the City is in need of a fraud investigator to conduct independent investigations of reports of potential frauds, abuses, and misappropriation of City assets, and

WHEREAS, the City’s Audit Committee published Request for Proposal (RFP) for the purpose of hiring a professional fraud investigator service firm, and

WHEREAS, bids were received by three candidates, and were independently evaluated and rated, and

WHEREAS, JL Group LLC received the highest ranking and is being recommended for an agreement because of the background, technical expertise, experience, cost, service delivery, completeness and accuracy, and

WHEREAS, the fiscal impact of this agreement for fraud investigation services is being recommended to be a total cost of Two Hundred Twenty-Five Thousand Dollars (\$225,000) over three years, and

WHEREAS, it is recommended that the City Council adopt the attached Resolution to authorize the City Manager to enter into an agreement with JL Group LLC to provide Fraud Investigation services for a Three-year period and to authorize the City Manager to open a purchase order for JL Group LLC to provide Fraud Investigation services.

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 multi-year professional services agreement (Fiscal Years 2024-25, 2025-26, and 2026-27) with JL Group LLC to provide Fraud Investigation services.

SECTION 2. That a purchase order is authorized to be issued to JL Group LLC for Fraud Investigation services in an amount not to exceed Two Hundred Twenty-Five Thousand Dollars (\$225,000).

SECTION 3. That the amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000) is available in the City Controller’s Fiscal-Year 2024-2025 Office Budget in account number 1001-650-000-4266, General Fund Contractual Services account.

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

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

ADOPTED this _____ day of _____, 2025.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2025.

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
THE CITY OF COMPTON AND JL GROUP LLC**

THIS AGREEMENT (this "Agreement") is made, and entered into, effective as of date of approval by and between JL Group, LLC, a California Limited Liability Company ("JL Group LLC") and City of Compton, ("Client"). JL Group LLC and Client are sometimes collectively referred to herein as the "Parties."

RECITALS:

WHEREAS: The City desires to have a Fraud Hotline Service that will give the employees access to make anonymous reports of potential frauds, abuses and misappropriation of City assets, and

WHEREAS: The City wants to contract the services of a Fraud Investigator as needed to conduct investigations into allegations of suspected fraud, waste, abuse, misappropriation committed against City of Compton, and

WHEREAS, The City of Compton wishes to utilize the Services of JL Group LLC as defined in the attached Statement of Work ("SOW") in conjunction with City's compliance and/or ethics program to assist in the identification of possible unethical, illegal or questionable behavior; and

WHEREAS, JL Group LLC is willing to provide these services to the City of Compton and the City is willing to establish such services, under the terms and conditions set forth in this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which is acknowledged by the parties as sufficient, the parties agree as follows:

AGREEMENT

- 1. TERM OF THE CONTRACT:** This agreement shall be effective as of the contract effective date and shall remain in effect until terminated as set forth in this agreement. The initial term of this agreement shall commence on the "contract effective date" and end on the last day of the initial term as set forth under "Project Specifics" and shall be renewed for successive one-year periods (the each a "renewal term(s)"). either party shall have the right not to renew, provided the other party is notified in writing with delivery confirmation that is received at least sixty (60) days prior to the end of the initial term or each renewal term.

Professional Services Agreement JL Group LLC
Fraud Investigator Services
Fiscal Years 2025, 2026, 2027

2. **SCOPE OF WORK:** The Client has retained the services of an independent investigator JL Group, LLC to conduct an independent investigation(s) of workplace conduct/fraud concerning the client's official(s) and or employee(s) or third parties. The client will determine the scope of the investigative assignment(s), which will include reaching factual findings and/or determinations of violations of the client's workplace rules and/or law concerning the conduct of one or more of the client's officials' employees and/or third parties. The assigned Workplace Investigator will perform the investigation(s) and all professional services. Workplace Investigator will engage an independent transcription service to transcribe recorded statements taken during the course of the investigation.
3. Client has authorized GL Group LLC to perform a "limited scope legal services workplace investigation." JL Group, LLC have been retained in their capacity as Workplace Investigators to bring his/her skill, training, and professional judgment to bear in conducting an impartial investigation of work place allegations. Client understands that JL Group, LLC has not been retained to represent Client in litigation, to advocate on behalf of Client or to advise Client in regard as to any steps Client should take based on the investigation results. It is expressly agreed that Client will look to their own legal counsel for such services, as well as for advice with respect to issues which may arise relating to the investigation, including, to create and preserve any privilege, the consequences of any decision to reveal all or part of the results of the investigation to third parties, the need for any interim measures, such as the propriety of placing employees on administrative leave during the pendency of the investigation, any steps Client should take to preserve evidence, the proper scope (i.e., issues to be investigated) of the investigation, the propriety and scope of any confidentiality admonitions in light of the *Banner* decision, the propriety of any electronic searches, any obligations under state or federal fair credit reporting laws and any need for any specialized workplace "threat assessment(s)." By this contract, Client grants its informed consent for Workplace Investigator to perform the limited scope legal services, as described above.
4. The Client and JL Group LLC agree that the objective of this engagement is for JL Group LLC to conduct an impartial investigation into the conduct of Compton's employee(s), and other stake holders misconducts JL Group LLC does not guarantee any particular result or finding. Rather, JL Group LLC will reach findings based on an impartial and professional evaluation of the evidence available. Client understands that its obligation to pay fees and costs does not depend on the outcome of the investigation.
5. **FEES.** the fees for this contract shall be a total sum of Two Hundred Twenty-Five Thousand Dollars (\$225,000) for the three-year period which shall be paid hourly on a fee-for-service basis.

Professional Services Agreement JL Group LLC
Fraud Investigator Services
Fiscal Years 2025, 2026, 2027

The parties agree that the fees under project specifics can be renegotiated upon meeting certain criteria as defined in the SOW. Client must notify JL Group in writing at least sixty (60) days before the start of a renewal term that they wish to renegotiate the fees. Client must be in good standing with all monies due to JL Group paid in full. Any newly negotiated fee amounts must be mutually agreed upon by both parties by the renewal date.

6. Payment. The method of payment for this contract will be on a fee-for-service basis. Hourly rates for services and anticipated billable hours are specified within CONSULTANT's "Summary of Professional Fees," as contained with the CONSULTANT's Letter of Engagement below.

7. Confidentiality Each party shall protect as confidential, and shall not disclose to any third party, any confidential information received from the disclosing party or otherwise discovered by the receiving party during the term of this agreement, including, but not limited to, the pricing and terms of this agreement, and any information relating to the disclosing party's technology, business affairs, financial statements, customer lists, operational procedures, fee schedules, passwords, personnel files, internal investigations or assessments, trade secrets, data bases, computer software applications, licensed materials, and marketing or sales plans (collectively the "Confidential Information"). The parties shall use confidential information only for the purpose of this agreement. The foregoing restrictions on use and disclosure of confidential information do not apply to information that is required to be disclosed by law, regulation, or court or governmental order or to any information that is or becomes publicly known other than as a result of a violation of the law.

8. Destruction and Return of Client Information Pursuant to the agreement, within thirty (30) days of the completion of JL Group LLC services for the City, termination of this agreement, or such earlier time as the City may request, and at City's discretion, JL Group LLC shall securely destroy all client information in their possession in such a manner as to eliminate the possibility that City information is capable of being read or reconstructed, except that JL Group LLC shall be permitted to retain one copy of the information transferred pursuant to this agreement for the purpose of establishing compliance with any applicable laws or regulations and for defending or maintaining any litigation relating to this agreement, in each case provided that such information shall remain subject to the confidentiality obligations set forth herein in accordance with the terms hereof.

9. Standard of Care; Liability Insurance.

Professional Services Agreement JL Group LLC
Fraud Investigator Services
Fiscal Years 2025, 2026, 2027

JL Group LLC agrees to provide the services in a careful and professional manner consistent with applicable industry standards. During the term of this agreement, JL Group LLC will maintain, at its own expense the minimum amounts of insurance specified below:

General Comprehensive Liability Insurance in an amount of at least \$1,000,000 for bodily injury (including death) and property damage. Commercial General Liability (CGL) and/or umbrella Liability insurance [written on ISO Occurrence form CG 00 01 12 07 or equivalent, written on an occurrence form], with a limit of not less than \$2,000,000 each occurrence.

Professional Liability/Errors and Omissions coverage covering the liability for any financial loss due to negligent error or omission of JL Group LLC or its employees and agents with a policy limit of \$2,000,000 per event. Cyber Liability including network security and privacy risks. Coverage will include unauthorized access, failure of security, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and data breach expenses, and consumer notification expenses, in an amount not less than \$2,000,000.

Workers Compensation and Employers Liability Insurance meeting minimum statutory requirements. Commercial Umbrella and/or Employers Liability Limits of no less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease. Automobile Liability and/or Umbrella Liability insurance with limits of not less than \$1,000,000 each accident.

10. Termination, In the event of a breach of any provision of this agreement, the non-breaching party shall notify the breaching party in writing of the specific nature of the breach and shall request that it be cured. If the breaching party does not cure the breach within Sixty (60) days of such notice, the non-breaching party may immediately terminate this agreement effective on the date specified in written notice to the breaching party. In the event that JL Group LLC is the breaching party and was not able to cure the breach within the allotted time frame, JL Group LLC shall reimburse the client for any Fees for Service paid in advance and not rendered or delivered under the current agreement.

Upon termination or expiration of this agreement, all licenses granted herein will terminate, and each party will return the other party's confidential information.

11. Indemnification; Limitation of Liability Client agrees to indemnify and hold harmless JL Group LLC and its respective affiliates, directors, officers, employees, agents, and insurers from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable

Professional Services Agreement JL Group LLC
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experts' and attorneys' fees) and judgments, in whatever jurisdiction brought, under either federal or state law, from any and all actions, liabilities, damages, claims or expenses of any kind, including reasonable attorneys' fees, to which JL Group LLC may become subject and which arise out of any failure on the part of the Client to perform its obligations under this Agreement.

Client agrees and understands that JL Group LLC does not guarantee nor warrant the veracity of information received from by JL Group LLC, and JL Group LLC is not responsible and shall not be liable for any action or inaction Client may take based on information accurately relayed to the client by JL Group LLC. Client agrees to indemnify and hold harmless JL Group LLC for any such use or misuse of any information appropriately obtained by JL Group LLC and accurately conveyed to client during the normal course of business.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, (I) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR LOST PROFITS, CONSEQUENTIAL, SPECIAL, SPECULATIVE, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE BASIS OF THE CLAIM; AND (II) EACH PARTY'S AGGREGATE LIABILITY HEREUNDER FOR ANY SERVICES PERFORMED HEREUNDER AND ALL CAUSES OF ACTION RELATING TO THIS AGREEMENT SHALL IN NO EVENT EXCEED AMOUNTS PAID BY CLIENT TO JL Group LLC HEREUNDER; PROVIDED, HOWEVER, THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO DAMAGES ARISING FROM JL GROUP LLC'S BREACH OF ITS OBLIGATIONS PURSUANT TO SECTION 5 (CONFIDENTIALITY) HEREUNDER NOR TO CLIENT'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 9..

12. Governing Law. This agreement shall be governed by and construed in accordance with laws of the State of California, without regard to the choice-of-law rules thereof.

13. Arbitration. Any controversy, dispute or disagreement arising out of or relating to this Agreement, the breach thereof or the subject matter thereof, shall be settled by arbitration, which shall be administered in Orange County, by the American Arbitration Association under its Commercial Arbitration Rules, as presently in effect, and which to the extent of the subject matter of the arbitration shall be binding not only on all Parties to the Agreement but also on any other entity controlled by, in control of or under common control with the Party to the extent that such affiliate joins in the arbitration, and judgment on the decision rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party shall bear their own costs and expenses incurred in connection with any such arbitration.

14. Force Majeure. A party will not be deemed to be in breach of its obligations under this agreement to the extent that a failure to perform is due, in any substantial part, to factors beyond its

reasonable control, including, without limitation, civil disorder, disruptions of telecommunications services, labor disputes, governmental restrictions, fires, explosions, earthquakes, drought, tidal waves and floods, war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, embargo, rebellion, revolution, insurrection, or military or usurped power, civil war, contamination, riot, commotion, strikes, go slows, lock outs disorder, acts or threats of terrorism or other events beyond the control of a Party (each a "Force Majeure").

15. Notices and Amendments. All amendments pursuant to this agreement must be in writing and executed by and authorized representative from the client and an authorized representative of JL Group LLC. The amendment shall be deemed effective upon delivery to the addresses specified under "Contact Information," with the costs of delivery being borne by the party requesting the amendment. Notices shall be delivered by any commercially reasonable means available. JL Group LLC will proceed with work only when such amendment has been executed by both parties. Fees for new services under any amendment shall be prorated to the renewal date of the current agreement, and then shall follow the same renewal term as the agreement.

16. Independent Contractors. Client is retaining JL Group LLC as an independent contractor, and nothing in this Agreement shall be construed to create any relationship of employer and employee between the Parties or between Client and any of JL Group LLC's employees or subcontractors. Unless otherwise expressly provided by written agreement, neither Party shall be liable for any of the obligations, liabilities or debts of the other party. Nothing in this Agreement shall be interpreted to provide that JL Group LLC is an agent of Client.

17. Information Sent via Internet. In no event shall JL Group LLC be liable for any lost or delayed e-mail messages or attachments, or damages caused by viruses or other harmful components that were not caused by JL Group LLC.

18. Warranties/Guarantees. JL Group LLC, its employees, agents, successor, and/or assigns, make no warranties, expressed or implied, or assume any legal liability or responsibility for the accuracy, completeness or usefulness of any information received by JL Group LLC and eventually forwarded to Client.

20. Entire Agreement; Waiver; Survival. This agreement and any attached SOW(s) and exhibit(s) set forth the entire understanding of the parties with respect to the subject matter hereof. This agreement supersedes and cancels all prior agreements between the parties, whether written or oral, relating to the subject matter hereof. The parties' obligations under sections Confidentiality,

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Indemnification; Limitation of Liability, and Information Sent via internet will survive the termination of this agreement.

21. General. Headings and captions contained herein are for convenience only and shall not affect the interpretation of the agreement. This agreement may be executed in counterparts. When executed by all parties, this agreement shall be deemed effective as of the effective date.

22. Severability. If any part of this agreement shall be determined to be invalid, illegal or unenforceable by any valid act of congress or act of any legislature or by any regulation duly promulgated by the United States or a state acting in accordance with the law, or declared null and void by any court of competent jurisdiction, then such part shall be reformed, if possible, to conform to the law and, in any event, the remaining parts of this agreement shall be fully effective and operative in so far as reasonably possible.

23. HIPAA. JL Group LLC represents and warrants that all Services and products that it provides to client will comply in all material respects with the Health Insurance Portability and Accountability Act ("HIPAA") and related regulations, including the EDI Standards, from and after each applicable compliance date. JL Group LLC represents that when handling confidential health information, it will maintain the level of protection required of business associates under HIPAA regulations, from and after each applicable compliance date. Upon Client's request, JL Group LLC agrees to provide such written assurances or other documentation as Client may reasonably require in order to maintain compliance with HIPAA. If at any time it is reasonably determined by Client that Services provided under this Agreement are not HIPAA compliant, and makes written notice of such determination, JL Group LLC agrees to correct such problem at no additional charge within thirty days after receiving written notice thereof from Client.

24. Assignment. Neither party may assign, sub license, rent, lease or otherwise transfer its rights, duties, or obligations under this agreement to any person or entity without the prior written consent of the other party, except that JL Group LLC shall be permitted to fully assign this agreement (and any amendment hereto) to the purchaser of all or substantially all of its assets or to any successor by merger, consolidation or similar corporate action provided that JL Group LLC shall remain obligated for its performance prior to such effective date of such assignee.

25. Contact Information:

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Client Liaison:		JL Group LLC Liaison:	Jeffrey B Love ESQ
Title:		Title:	Senior Account Manager
Street:		Street:	30025 Alicia Parkway #327. Laguna Niguel, CA 92677
E-mail:		E-mail:	jlove@jlggroup.net
Phone:		Phone:	(949) 282-8181
For Billing:			
Invoices To:		Payments To:	Accounts Payable
Street:		Street:	
E-mail:		E-mail:	teambilling@JL Group LLC.com
Phone:		Phone:	800-617-0415

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IN WITNESS WHEREOF, the parties' authorized representatives have executed this agreement to be effective as of the contract effective date.

Acknowledged and agreed:

CLIENT:

JL Group LLC:

Authorized Signature: _____
Printed Name: Sharon Rahban
Title: City Controller
Date: _____

Authorized Signature: _____
Printed Name: Jeffrey B Love, Esq
Title: Attorney/Principal
Date: _____

1. Project Specifics:

This section describes the Agreement Term and Fees for the services provided in this Agreement.

JL Group LLC

Regular Billing Rate (Attorney) - \$375.00 per hour

Regular Billing Rate (Private Investigator) – (Senior Investigators) \$275.00 per hour, **(Associate Investigators)** \$250.00 per hour, **(Digital Forensic Examiner)** \$450.00 per hour, **(Forensic Accountant)** \$275.00 per hour.

Mileage Rate - at the IRS Federal Rate

Transcripts – Actual cost

Post Investigation Billing Rate (Hearing, Deposition, Trial etc.) - \$450.00 per hour (4-hour minimums)

Paralegal/Legal Assistant Fees - \$145.00 per hour

Other Forensic Experts – as quoted with permission from the Client sought before engagement of needed services.

Hearing Standby Fee: 4 hours per day of standby/on-call at the regular billing rate for any hearing, trial or proceeding related to Attorney's services to Client.

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By _____
Sharon Rahban, City Controller

Dated: _____

Approved by:

Dated: _____

By _____
Willie Hopkins Jr., City Manager

Approved as to form:

By _____
Eric Perrodin, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Satra Zurita, City Clerk

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30025 ALICIA PARKWAY, #327

LAGUNA NIGUEL, CA 92677

TELEPHONE/FACSIMILE:: ((626) 771949) 282-00448181
E-MAIL: JLOVE@JLGROUP.NET

PRINCIPALS

Jeffrey B. Love,
Esq. P.C.* * A
Professional
Corporation Jeffrey
Johnson, Esq.

May 22, 2024

Sent by E-Mail

City of Compton

Thank you for utilizing our firm to conduct neutral fact-finding workplace/fraud administrative investigation(s).
The following is an agreement for legal/professional services.

The City of Compton, ("COMPTON") (Client) has retained an independent attorney/investigator from JL Group, LLC (Workplace Investigator) to conduct an independent investigation(s) of workplace conduct/fraud concerning a COMPTON official(s) and or employee(s). The Client will determine the scope of the investigative assignment(s), which will include reaching factual findings and/or determinations of violations of COMPTON's workplace rules and/or law concerning the conduct of one or more of COMPTON's officials and/or employees. The assigned Workplace Investigator will perform the investigation(s) and all professional services. Workplace Investigator will engage an independent transcription service to transcribe recorded statements taken during the course of this investigation.

Client has authorized Workplace Investigator to act as a Workplace Investigator to perform a "limited scope legal services workplace investigation." Workplace Investigator and JL Group, LLC have been retained in their capacity as Workplace Investigators to bring his/her skill, training, and professional judgment to bear in conducting an impartial investigation of the above-described allegations. Client understands that JL Group, LLC has not been retained to represent Client in litigation, to advocate on behalf of Client or to advise Client in regard as to any steps Client should take based on the investigation results. It is expressly agreed that Client will look to their own legal counsel for such services, as well as for advice with respect to issues which may arise relating to the investigation, including, to create and preserve any privilege, the consequences of any decision to reveal all or part of the results of the investigation to third parties, the need for any interim measures, such as the propriety of placing employees on administrative leave during the pendency of the investigation, any steps Client should take to preserve evidence, the proper scope (i.e., issues to be investigated) of the investigation, the propriety and scope of any confidentiality admonitions in light of the *Banner* decision, the propriety of any electronic searches, any obligations under state or federal fair credit reporting laws and any need for any specialized workplace "threat assessment(s)." By this

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contract, Client grants its informed consent for Workplace Investigator to perform the limited scope legal services, as described above.

Workplace Investigators and JL Group, LLC are not employees of COMPTON and are not entitled to Worker's Compensation benefits or any benefits afforded to employees of COMPTON.

Client and Workplace Investigator agree that the objective of this engagement is for Workplace Investigator to conduct an impartial investigation into the conduct of COMPTON's employee(s), and that Workplace Investigator fulfills his/her duty to Client by conducting this investigation impartially and objectively. Workplace Investigator does not guarantee any particular result or finding. Rather, Workplace Investigator will reach findings based on an impartial and professional evaluation of the evidence available to him/her. Client understands that its obligation to pay fees and costs does not depend on the outcome of the investigation.

The fee for the Workplace Investigator's service is as identified in the attached rate sheet, identified as *Item A*. In the event the Workplace Investigator is required to provide testimony or other services after the completion of the investigation such as any post-investigation hearing, deposition, mediation, meetings and/or trial(s) related to the matter investigated, the fee is \$450 per hour (four-hour minimums) plus expenses. Such post investigation services may be required by either Client or compelled by another party to a matter and/or judge, hearing officer or referee. The Client shall be invoiced on a thirty-day basis for all services provided by the Workplace Investigator. Invoices are due upon receipt.

Please acknowledge your approval of the agreement in the place provided and return an original signed copy to: Jeffrey B. Love and the JL Group, LLC, 30025 Alicia Parkway #327, Laguna Niguel, CA 92677 or by email copy to jlove@jlggroup.net.

Sincerely,

JL Group, LLC

By: _____
JEFFREY B. LOVE, ESQ.
Attorney/Principal
JL Group, LLC

Approved by: _____ Date: _____ Title: _____

Rate Structure*

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Regular Billing Rate (Attorney) - \$375.00 per hour

Regular Billing Rate (Private Investigator) – (Senior Investigators) \$275.00 per hour,
(Associate Investigators) \$250.00 per hour, **(Digital Forensic Examiner)** \$450.00 per
hour, **(Forensic Accountant)** \$275.00 per hour.

Mileage Rate - at the IRS Federal Rate

Transcripts – Actual cost

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minimums)

Paralegal/Legal Assistant Fees - \$145.00 per hour

Other Forensic Experts – as quoted with permission from the Client sought before
engagement of needed services.

Hearing Standby Fee: 4 hours per day of standby/on-call at the regular billing rate for any
hearing, trial or proceeding related to Attorney's services to Client.

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