

The Successor Agency to the Compton Community Redevelopment Agency, is a distinct and separate legal entity from the City of Compton, and was established by Resolution No. 1, adopted on February 7, 2012. The Successor Agency is limited to the assets and liabilities of the dissolved Community Redevelopment Agency (CRA) of the City of Compton and shall have the authority to perform the functions and duties described in Part 1.85 to Division 24 of the California Health and Safety Code.

**GOVERNING BODY OF THE SUCCESSOR AGENCY
AGENDA
05/26/2026**

6:30 PM – PUBLIC MEETING

OPENING

ROLL CALL

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

NEW BUSINESS

1. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH AND TO ESTABLISH A PURCHASE ORDER FOR PACIFIC HAULING AND CONSTRUCTION FOR DIRT REMOVAL AND DUMPING SERVICES ON SUCCESSOR AGENCY-OWNED PARCELS IN THE CITY OF COMPTON (\$67,500.00)

DIRECTORS COMMENTS

ADJOURNMENT

May 12, 2026

TO: HONORABLE CHAIRPERSON AND BOARD

FROM: SUCCESSOR TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON (SUCCESSOR AGENCY)

SUBJECT: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH AND TO ESTABLISH A PURCHASE ORDER FOR PACIFIC HAULING AND CONSTRUCTION FOR DIRT REMOVAL AND DUMPING SERVICES ON SUCCESSOR AGENCY-OWNED PARCELS IN THE CITY OF COMPTON (\$67,500.00)

SUMMARY

Adoption of this Resolution will authorize the Executive Director to enter into a Dirt Removal and Dumping Service Agreement with Pacific Hauling and Construction for the remainder of Fiscal Year 2025-2026. This agreement, at a cost not to exceed \$67,500.00, provides for the comprehensive cleanup and hauling of dirt, concrete, and debris from properties located at 16208 and 16216 South Atlantic Avenue, including an adjacent small area. These three contiguous lots form a single large triangular parcel owned by the Successor Agency commonly referenced as 16208 S Atlantic Avenue. Additionally, this Resolution will establish a Purchase Order in the amount of sixty-seven thousand five hundred dollars and zero cents (\$67,500.00).

BACKGROUND

The Successor Agency is required to secure properties to prevent unauthorized access and limit liabilities. These properties are slated for disposition and development under the "Dissolution Act" (AB 26 and AB 1484) and must be maintained to ensure public safety and deter illegal dumping and squatting by the unhoused.

STATEMENT OF THE ISSUE

The Successor Agency currently manages fifteen (15) properties that are frequently targeted by illegal dumping, graffiti, and unauthorized trespassing. Recent site inspections 16208 South Atlantic Avenue parcel revealed the following issues:

- **Fencing Failure:** Street-level inspections show the existing chain-link perimeter is structurally compromised, with sections visibly leaning and ineffective at securing the site.
- **High Visibility Blight:** The presence of large debris mounds and unstable fencing is highly visible to daily commuters.
- **Substantial Debris Volume:** Site documentation shows significant consolidated mounds of dirt and mixed waste that require professional heavy machinery for removal rather than manual cleanup.

To address these issues long-term, the Agency intends to install new, durable fencing. However, staff has determined that clearing the site prior to fence installation is necessary for the following reasons:

- **Site Leveling:** Existing mounds of dirt and concrete must be hauled away to level the grade for proper perimeter installation.
- **Damage Prevention:** Utilizing the heavy equipment required for hauling after a new fence is installed would create a high risk of accidental damage to the new infrastructure. Clearing the site first protects the City's investment.
- **Existing Accessibility:** The lot is currently equipped with a double swinging gate at a driveway approach, providing the necessary clearance for heavy machinery to perform the cleanup.

In the early part of October of this year, staff solicited service rate quotes from local vendors. Three proposals were received and are summarized below:

Contractor	Total Cost
Pacific Hauling and Construction	\$67,500.00
EverFence Corporation	\$76,000.00 - \$92,000.00
SoCal Junkmen LLC	\$240,000.00

**Staff Report – Resolution Authorizing Agreement with
Pacific Hauling/Successor Agency Properties
Dirt Removal & Dumping Services
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Staff determined that Pacific Hauling and Construction submitted the most comprehensive and cost-effective proposal, making them the most suitable contractor for this service.

Therefore, staff recommends awarding them the contract to haul all dirt, concrete, mixed trash, and debris from the designated properties.

FISCAL IMPACT

Funds for this expenditure in the amount not to exceed Sixty-seven thousand five hundred dollars and zero cents (\$67,500.00) for services rendered will be available in the 2025-2026 Fiscal Year Budget in Account No. 1201-780-000-4266 (Successor Agency Fund Contract Services) upon Chairperson and Board Member Approval of the attached resolution.

RECOMMENDATION

Staff respectfully recommends that the Board of Directors adopt the attached Resolution.

**CECIL FLOURNOY, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT
SUCCESSOR AGENCY**

APPROVED FOR FORWARDING:

**JEROME GROOMES
EXECUTIVE DIRECTOR**

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH AND TO ESTABLISH A PURCHASE ORDER FOR PACIFIC HAULING AND CONSTRUCTION FOR DIRT REMOVAL AND DUMPING SERVICES ON SUCCESSOR AGENCY-OWNED PARCELS IN THE CITY OF COMPTON (\$67,500.00)

WHEREAS, as part of the winding down of the former Community Redevelopment Agency’s (“CRA”) activities, the Successor Agency to the Community Redevelopment Agency of the City of Compton (“Successor Agency”) is mandated to secure properties to prevent unauthorized access on Successor Agency-owned parcels slated for disposition and development pursuant to AB 26 and 1484 (collectively known as the “Dissolution Act”); and

WHEREAS, the Successor Agency currently manages fifteen (15) properties for resale which are frequently targeted by illegal dumping, graffiti, and the unhoused; and

WHEREAS, recent inspections of the parcels located at 16208 and 16216 South Atlantic Avenue— contiguous lots forming a single large triangular parcel—have identified active unauthorized occupation, structurally compromised fencing, and substantial mounds of dirt and mixed waste; and

WHEREAS, the presence of high-visibility blight at this location, adjacent to the Long Beach Freeway (I-710) and Atlantic Avenue, necessitates professional heavy machinery for removal and site leveling to ensure public safety and prepare the grade for new perimeter fencing; and

WHEREAS, clearing the site prior to the installation of new infrastructure is necessary to prevent accidental damage to new fencing by heavy equipment and to protect the City's investment; and

WHEREAS, in October 2025, staff solicited service rate quotes from local vendors, receiving three (3) proposals as follows:

Contractor	Total Cost
Pacific Hauling and Construction	\$67,500.00
Everfence Corporation	\$76,000.00 - \$92,000.00
SoCal Junkmen LLC	\$240,000.00

WHEREAS, staff has determined that Pacific Hauling and Construction submitted the most comprehensive and cost-effective proposal, making them the most suitable contractor for these services; and

WHEREAS, funds for this expenditure in the amount not to exceed Sixty-seven thousand five hundred dollars and zero cents (\$67,500.00) will be available in the 2025-2026 Fiscal Year Budget in Account No. 1201-780-000-4266 (Successor Agency Fund Contract Services) upon Chairperson and Board Member Approval.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the Executive Director is hereby authorized to enter into a Dirt Removal and Dumping Service Agreement with Pacific Hauling and Construction in the amount not to exceed Sixty-seven thousand five hundred dollars and zero cents (\$67,500.00) for the remainder of Fiscal Year 2025-2026 for the comprehensive cleanup and hauling of dirt, concrete, mixed trash, and debris from 16208 and 16216 South Atlantic Avenue.

SECTION 2. That funds for this expenditure in the amount not to exceed Sixty-seven thousand five hundred dollars and zero cents (\$67,500.00) will be available in the 2025-2026 Fiscal Year Budget in Account No. 1201-780-000-4266 (Successor Agency Fund Contract Services).

SECTION 3. That a purchase order for Pacific Hauling and Construction to provide dirt removal and dumping services is authorized to be established in the amount of \$67,500.00 for services rendered during the remainder of Fiscal Year 2025-2026.

SECTION 4. That a certified copy of this Resolution shall be filed in the offices of the Executive Director, General Counsel, City Controller, Successor Agency and Agency Secretary.

SECTION 5. That the Chairperson shall sign and the Agency Secretary shall attest to the adoption of this Resolution.

ADOPTED this 12th day of MAY, 2026.

EMMA SHARIF
CHAIRPERSON OF THE SUCCESSOR AGENCY TO
THE COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
SECRETARY OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON

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

I, Satra D. Zurita, Secretary of the Successor Agency to the Community Redevelopment Agency of the City of Compton, hereby certify that the foregoing Resolution was adopted by the Board of Directors, signed by the Chairperson and attested by the Agency Secretary at a regular meeting thereof held on the 12TH day of MAY, 2026.

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

AYES: BOARD MEMBERS-
NOES: BOARD MEMBERS-
ABSTAIN: BOARD MEMBERS-
ABSENT: BOARD MEMBERS-

SATRA D. ZURITA
SECRETARY OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF COMPTON
AND
PACIFIC HAULING AND CONSTRUCTION**

This **AGREEMENT** is entered into by and between the **SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**, a distinct and separate legal entity from the City of Compton created pursuant to the laws of the State of California (hereinafter referred to as "**SUCCESSOR AGENCY**") located at 205 South Willowbrook Avenue, Compton, California 90220 and **PACIFIC HAULING AND CONSTRUCTION** hereinafter referred to as "**CONTRACTOR**") located at 15733 Hart Street, Van Nuys, California 91406 (each a "Party" and collectively, the "Parties").

RECITALS

A. Successor Agency is a distinct and separate legal entity from the City of Compton created pursuant to the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

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

C. Successor Agency and Contractor enter into this Contract for the purpose of retaining Pacific Hauling and Construction (Contractor) to perform clean up and hauling of all dirt, concrete, mixed trash, and debris on properties owned by the Successor Agency ("Projects"/"Sites").

D. Authorization to enter into this Contract is pursuant to Resolution No. _____, adopted by the Board of Directors of the Successor Agency on _____, 2025.

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

1. Scope of Work to be Performed by Contractor. Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation work for clean up and hauling of all dirt, concrete, mixed trash, and debris on the following Successor Agency-owned properties:

Address	APN Numbers
• 16208 South Atlantic Avenue	7301-002-902
• Small area adjacent to 16216 South Atlantic Avenue	7301-002-901
• 16216 South Atlantic Avenue	7301-002-900

More specifically, Contractor shall comply with, provide and perform that work specified within Contractor's "**Proposals**" dated 10/3/2025 which are attached hereto and incorporated herein.

Contractor will be responsible for the professional quality, technical accuracy and coordination of the work. Contractor will, without additional compensation, correct or revise any errors or deficiencies in the work. 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 Successor Agency. Successor Agency acknowledges that physical bulk sampling of suspect asbestos containing materials during inspections may leave holes in materials tested and hereby release Contractor from liability associated with fixing affected materials.

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Dirt Removal for Successor Agency-owned Properties
Resolution No. _____/Successor Agency

Contractor shall bear all costs associated with this work, including, but not limited to, all professional, technical, clerical work, materials, tools, equipment, transportation, telephone, etc. (except for those items that go beyond the scope of work specified above or that the Successor Agency expressly agrees to provide or perform), used by Contractor in connection with this work.

Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project, and shall give all notices and comply with all applicable laws and lawful orders of any governmental authorities (including, without limitation, those laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage, Hazardous Substances, and equal employment opportunities); pay all local, state and federal taxes; and pay all benefits, insurance, taxes and contributions for Social Security and Unemployment Insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. Contractor shall be liable for all violations of such laws and regulations in connection with the Contractor's obligations on this Project. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Successor Agency, Contractor shall be solely responsible for all costs arising therefrom. Successor Agency is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a Successor Agency are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold Successor Agency, its officials, directors, officers, employees and agents (hereinafter "Successor Agency") free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

2. Key Personnel.

2.1 Contractor's Representative. Contractor hereby designates **Leon Azulay, Project Manager**, who shall be deemed to be Contractor's agent charged with administering this Contract and with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

2.2 Successor Agency's Representative. Successor Agency hereby designates **Cecil Flournoy, Community Development Director** or his authorized designee as Successor Agency's Representative for this Project.

3. Compensation. The method of payment for this Contract shall be based on an agreed maximum flat lump sum per Project/Site location. The total cost for all three properties listed below is **\$67,500.00**, with no additional costs for the second and third properties.

Property	Cost
16208 South Atlantic Avenue	\$67,500.00
Small area adjacent to 16216 South Atlantic Avenue	\$0.00 (Included)
16216 South Atlantic Avenue	\$0.00 (Included)
Total	\$67,500.00

The fees charged by the Contractor shall include compensation for all work and labor, including travel, materials, supplies, vendor work, expenses and subcontracted work. Any changes in the general scope of the work or a particular task, whether initiated by Successor Agency or Contractor, must be made in writing and accepted by the Parties. If the Parties believe that an adjustment to compensation or any scheduled completion dates is justified as a result of a significant change, the Parties will negotiate in good faith and agree to an adjustment to the work. Each adjustment to the work or an assigned task shall detail the agreed changes to the applicable work/task, responsibility, duty, pricing, time line or other matters. The contract/task adjustment will become effective upon the execution of a Change Order by both Parties, and shall be made part of this Contract and the applicable agreed work adjustment. Contractor shall not incur any costs or modify its performance of the work based on the modifications set

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forth in a Change Order unless and until such Change Order is executed the Parties. Should any contract/task adjustments result in exceeding the maximum compensation authorized, as specified in this section, below, authorization of the Successor Agency's legislative body may be required.

Contractor's invoice(s) shall be delivered or mailed to the **Director of Community Development Department** at the following address: **Successor Agency of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

In the event of termination, the Contractor shall be entitled to compensation for the undisputed reasonable value of work performed to the effective date of termination, including any non-cancellable obligations incurred prior to termination; provided, however, that the Successor Agency may condition payment of such compensation upon the Contractor's delivery to the Successor Agency of any and all Successor Agency property, documents, reports, records and materials associated with the performance of this Contract. If the Contract is terminated, in no event shall the amount(s) paid Contractor exceed the total agreed payable compensation of **\$67,500.00.**

4. Commencement of Work. Time is of the essence with respect to all time limits set forth in this Contract.

4.1 Fence Installation Services. Contractor agrees to commence the work provided for herein within **ten (10) calendar days** after receipt of the **Notification to Proceed** or as otherwise agreed in writing with the Director of Community Development or his/her designee, and continue in a diligent, professional and worker-like manner without interruption until the work is completed. The Parties anticipate that the work may be completed within **1- 5 working days** after commencement of the work (this period is inclusive of time to procure needed materials, mobilization, etc.), unless the Parties agree to a different completion schedule or this Contract is extended, suspended or terminated as provided herein.

.a Notwithstanding any other provisions of this Contract, Contractor shall not be obligated to perform any work and the Successor Agency shall not be obligated to accept or pay for any work performed by the Contractor prior to issuance of a Notice to Proceed. The Successor Agency's knowledge of work being performed prior to issuance of the Notice to Proceed shall not obligate the Successor Agency to accept or pay for such work. Contractor shall provide all required contract bonds and evidences of insurance prior to commencing work pursuant to this Contract.

4.2 Supervision of Work. Contractor shall supervise and direct the work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over all services means, methods, techniques, sequences and procedures and for coordinating all portions of the work. Contractor's work, and the result thereof, will be performed with and be the product of a high degree of professional skill and expertise.

5. Indemnity. Contractor shall indemnify and save harmless the Successor Agency, its officials, officers, employees, agents and volunteers (collectively hereafter the "Successor Agency") 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 Successor Agency and shall defend, indemnify and save the Successor Agency from any and all liability or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Contract, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

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

6. Insurance.

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6.1 Insurance Requirements. The Contractor shall not commence work under this Contract until it has provided evidence satisfactory to the Successor Agency that it has secured all insurance coverage required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until such subcontractor(s) has secured all insurance required under this Section 6.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the Successor Agency, Contractor will maintain the types of coverage's and minimum limits indicated below, unless the Successor Agency Executive Director, in consultation with the Successor Agency General Counsel approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Contract. Successor Agency, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Contract are adequate to protect Contractor. The coverage will contain no special limitations on the scope of its protection to the below-designated insureds except for Workers Compensation insurance. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the Successor Agency may immediately terminate this Contract.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Successor Agency.

6.2 Minimum Scope of Insurance. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work. All insurance required hereunder shall be primary with respect to any insurance maintained by the Successor Agency and shall not call on the Successor Agency's program for contributions. Program(s) of insurance shall include:

.a Commercial General Liability. Contractor shall provide and maintain at its own expense during the term of this Contract 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.

.b Workers' Compensation Insurance and Employer's Liability. Contractor shall provide and maintain at its own expense during the term of this Contract a policy of Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of **One Million Dollars (\$1,000,000)** per accident for bodily injury and which specifically covers all persons providing work by or on behalf of the Contractor and all risks to such persons under the Contract. Workers' Compensation and Employer's Liability insurance will not be required if Contractor has no employees and provides, to Successor Agency's satisfaction, a declaration stating this.

.c Automobile Liability. Automobile Liability Insurance with coverage with minimum limits of **One Million Dollars (\$1,000,000.00)** each accident. If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle (as specified in the following paragraph); and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees). Independent Contractors may not be able to purchase a Business Automobile policy and consideration may be given to accepting a Personal Automobile Liability policy. Requirements should stipulate "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident."

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6.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Successor Agency for approval.

.a The policy or policies of insurance required by Section 6.2.a (Commercial General Liability) shall be endorsed to provide the following:

(1) Additional Insured: The Successor Agency, its officials, officers, employees, agents, and volunteers shall be named as “*additional insured*” with regard to liability and defense of suits or claims arising out of the performance of the Contract.

(2) Additional Insured Endorsements shall not (a) be restricted to "ongoing operations"; (b) exclude "contractual liability"; (c) restrict coverage to "sole" liability of Contractor; or (d) contain any other exclusions contrary to the Contract.

(3) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Successor Agency, except ten (10) days written notice shall be provided for non-payment of premium.

.b The policy or policies of insurance required by Section 6.2.b (Workers' Compensation) shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified Parties.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Successor Agency, except ten (10) days written notice shall be provided for non-payment of premium.

.c The policy or policies of insurance required by Section 6.2.c (Automobile Liability) shall be endorsed to provide the following:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Successor Agency, except ten (10) days written notice shall be provided for non-payment of premium.

.d The policy or policies of insurance required by Section 6.2.d (Contractor's Pollution Liability) shall be endorsed to provide the following:

(1) Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

(2) For projects involving transportation of hazardous waste/materials, include coverage for loading/unloading from the project site to final disposal locations, and all disposal locations shall be scheduled as non-owned disposal sites.

(3) If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Contract and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract.

6.4 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.

6.5 Deductible. Any deductible or self-insured retention must be approved in writing by the Successor Agency 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.

6.6 Evidence of Insurance. *The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies on forms approved by the Successor Agency.* 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 Successor Agency. 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 Successor Agency evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

6.8 Insurance for Subcontractors. All subcontractors shall be included as additional insureds 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 Successor Agency as an "additional insured" to the subcontractor's policies.

7. Safety.

7.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the work.

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

.a Employees and all other persons at the location(s) where work is rendered ("Site(s)");

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

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

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

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

7.5 If Successor Agency deems any part of the work or Site unsafe, Successor Agency may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop

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performance of the work or take corrective measures. Neither Successor Agency's order nor Contractor's action in response thereto shall be the basis for adjustment in the contract price or contract time.

8. Successors and Assigns. Successor Agency 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, contracts and obligations contained in the Contract. Neither Party to the Contract 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 Successor Agency. Any attempted assignment of this Contract without the written consent of both Parties is void.

9. Warranties. The Contractor guarantees work performed at the location from defective workmanship for a period of one (1) year following completion of the project.

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

10. Termination. Notwithstanding any other provisions of this Contract, this Contract may be terminated as follows:

10.1 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 Successor Agency may, without prejudice to any other right or remedy and after giving the Contractor three (3) days written notice, terminate this Contract.

10.2 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 it fails to make prompt payment to subcontractors or for materials or labor, or it persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the Successor Agency may, without prejudice to any other right or remedy and after giving the Contractor three (3) days written notice, terminate this Contract.

10.3 If either Party fails to perform or breaches any material obligation under this Contract, then, the non-breaching Party may, without prejudice to any other right or remedy and after giving the three (3) days written notice, terminate this Contract.

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

11. Ownership of Documents/Property. All electronic and hardcopy data, reports, documents, records, plans, discs, diskettes or other materials ("Documents") prepared, developed or discovered by or provided to Contractor during the course of providing work pursuant to this Contract and equipment/property installed shall be the property of the Successor Agency, whether or not the work is completed.

12. 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

Professional Services Agreement – Pacific Hauling and Construction
Dirt Removal for Successor Agency-owned Properties
Resolution No. _____/Successor Agency

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, Successor Agency shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, Successor Agency shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

13. Notice. All notices, demands or requests to be given under this Contract shall be given in writing and conclusively shall be deemed received when: (a) delivered personally or via reputable delivery service (e.g. FedEx, etc.) or (b) on the fifth (5th) calendar day after the deposit thereof in the United States mail, postage prepaid and addressed as hereinafter provided, or (c) one business day after sent by facsimile transmission.

To Contractor:

Pacific Hauling and Construction
Attn: Leon Azulay, Project Manager
15733 Hart Street
Van Nuys, CA 91406
(818) 946-8808

To Successor Agency:

Successor Agency of the City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Community Development Director, Cecil
Flournoy
(310) 605- 5509
(310) 605-5598– fax.

With copy to:

Successor Agency of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Executive Director

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.

14. 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 the work, work expenditures and disbursement charges to the Successor Agency for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Contractor shall maintain all documents and records which demonstrate performance under this Contract 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 Contract shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Successor Agency or a designated representative. Copies of such documents shall be provided to the Successor Agency, 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 Contract.

15. Examination and Audit. This Contract shall be subject to examination and audit of the Successor Agency, State Auditor of the State of California and/or any duly authorized representative of

Professional Services Agreement – Pacific Hauling and Construction
Dirt Removal for Successor Agency-owned Properties
Resolution No. _____/Successor Agency

the federal government, at the request of the Successor Agency, or as part of any audit of the Successor Agency, for a period of three (3) years, or longer if required by law, after final payment under this Contract.

16. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Contract 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 Contract 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 Contract or any applicable law.

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

18. General Provisions.

18.1 Governing Law and Severability. This Contract shall be governed by and construed under the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

Should any part of this Contract 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 Contract, which shall continue in full force and effect, provided that the remainder of this Contract, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

18.2 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 Contract. Contractor agrees to indemnify Successor Agency for any claims, costs, losses, fees, penalties, interest, or damages suffered by Successor Agency 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 Contract.

18.3 Independent Contractor. 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 Successor Agency of Compton, and is not authorized to act on behalf of the Successor Agency. Neither the Successor Agency 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 Contract. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract that Contractor shall not at any time or in any manner, represent that Contractor is in any manner, officers, employees, agents or volunteers, joint venture or partner of the Successor Agency. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to Successor Agency officials, officers, or employees. Contractor expressly waives any claim to such rights. Contractor will not be eligible for any employee benefits, nor will Successor Agency make deductions from any amounts payable to Contractor of taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Contract.

18.4 Covenants Against Contingent Fees. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Contract. For breach or violation of this warranty, Successor Agency will have the right to terminate this Contract for nonperformance, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

18.5 Prohibition Against Employment Discrimination. During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, gender, marital status, ethnicity, religion, age or medical condition as set forth in the California Labor Code Section 177.6, Government Code, Title VII of the Civil Rights Act and the Civil Rights Act of 1991 and any amendments to the above. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, gender, marital status, ethnicity, religion, age or medical condition.

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

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

18.7 Employment Eligibility. Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to the Immigration Reform and Control Act of 1986, as may be amended from time to time. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of this Contract. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors performing any work relating to this Project or this Contract to make the verifications and comply with all requirements and restrictions provided herein. The Successor Agency shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in this section. Should Contractor employ undocumented aliens for the performance of work covered by this Contract, and should any liability or sanctions be imposed against the Successor Agency for such use of undocumented aliens, Contractor hereby agrees to and shall reimburse Successor Agency for the cost of all liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Successor Agency.

18.8 Licenses. Contractor verifies that it possesses all required "Class" Contractor's License(s) adequate to perform the work herein described and that all subcontractors of Contractor have equivalent licenses for their specific trades. Contractor further verifies that it and its subcontractors are

**Professional Services Agreement – Pacific Hauling and Construction
Dirt Removal for Successor Agency-owned Properties
Resolution No. _____/Successor Agency**

registered with the California Department of Industrial Relations (“DIR”) to perform public work under the Labor Code, if applicable to the work.

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

Prior to or at the time of execution of this Contract, the Contractor, and all Contractor’s subcontractors, shall purchase a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code* and obtain applicable no-fee construction permits.

19. Miscellaneous. Contractor and Successor Agency acknowledge that the terms of this Contract have been mutually negotiated and that such documents shall not be interpreted against either Successor Agency or Contractor on the basis that either Party was responsible for or in control of the drafting of such documents.

Should either Party hereto, or any representative, successor or assign of either Party hereto, resort to litigation to enforce the provisions of this Contract, 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 Contract, and the Successor Agency, by its Successor Agency Executive Director, who is authorized to do so, has executed this Contract.

PACIFIC HAULING AND CONSTRUCTION

By: _____
Name: Leon Azulay
Title: Project Manager
Date: _____

**SUCCESSOR AGENCY TO THE COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**

By: _____
Name: Willie A. Hopkins
Title: Executive Director
Date: _____

Approved as to form:

By: _____
Name: Janene McIntyre
Title: General Counsel
Date: _____

ATTEST:

By: _____
Name: Satra D. Zurita
Title: Secretary
Date: _____



Pacific Hauling and Construction

Estimate

15733 Hart Street
Van Nuys, CA 91406
Lic # 1065879

Date	Estimate #
10/3/2025	10537

Name / Address	Ship To
Calicia Godwin 16208 Atlantic Pl, Paramount, CA 90723	Calicia Godwin 16208 Atlantic Pl, Paramount, CA 90723 <i>Comm. Dev. Success Area 205 S. Willowbrook Ave</i>

		Project
Description	Qty	Total
-Scope of work- - Clean up and hauling of all dirt, concrete, mixed trash, and debris. - Sorting and recycling of materials as required. - Clean up and removal of all debris left by unhoused individuals on the property. Notes - It is the client's responsibility to ensure the removal of any unhoused individuals from the property prior to the start of work. - This estimate covers cleanup, sorting, recycling, and hauling of debris only. General Terms: 1- The builder/owner will be responsible for providing all necessary plans, permits, surveys, structure observation, deputy reports/inspections, soil inspection, and memo report. 2- Pacific Hauling and Construction is responsible for providing all necessary materials, tools, and equipment to complete the job. 3- Pacific Hauling and Construction is responsible for the equipment and transportation of the equipment required for the construction project. 4- Pacific Hauling and Construction is solely responsible for paying their employees and subcontractors involved in the project. 5- Pacific Hauling and Construction affirms that all their employees and subcontractors have the proper permits and training required for the construction project. 6- The builder/owner agrees to pay for any additional costs incurred by Pacific Hauling and Construction due to changes made to the original project scope. 7- The builder/owner agrees to provide Pacific Hauling and Construction with access to the property during designated work hours.		67,500.00
Total		

Signature _____

Phone #
818-799-6142



Pacific Hauling and Construction

Estimate

15733 Hart Street
Van Nuys, CA 91406
Lic # 1065879

Date	Estimate #
10/3/2025	10537

Name / Address
Calicia Godwin 16208 Atlantic Pl, Paramount, CA 90723

Ship To
Calicia Godwin 16208 Atlantic Pl, Paramount, CA 90723

Project

Description	Qty	Total
8- Any changes to the plans after construction begins must be agreed upon by Pacific Hauling and Construction and the builder/owner in writing. 9- The builder/owner acknowledges that the timeline for the project is subject to factors such as weather conditions, unforeseen site conditions, and timely provision of necessary information and approvals. Any delays caused by these factors may require adjustments to the project schedule, and Pacific Hauling and Construction will make reasonable efforts to minimize any impact on the timeline. 10- Pacific Hauling and Construction will exercise reasonable care to protect the existing property and surroundings during the construction process. However, the builder/owner understands that some disturbances, such as noise, dust, and minor inconveniences, are inherent to construction activities. 11- It is the builder/owner's responsibility to ensure that the site is accessible and free from any obstacles or encumbrances that may hinder construction work or pose safety risks. Any costs or delays resulting from inadequate site conditions or lack of access will be the responsibility of the builder/owner. 12- Pacific Hauling and Construction will comply with applicable building codes, regulations, and industry standards during the construction process. 13- The builder/owner understands that any changes or modifications required by regulatory authorities may necessitate adjustments to the project scope or timeline, which will be communicated and agreed upon in writing.		
Total		\$67,500.00

Signature _____

Phone #
818-799-6142



License #1063022
DIR#1000708605

EverFence
Fence Made Easy™
204 W Carleton Ave Orange, CA 92867
Phone: (562) 946-2872
Website: www.everfence.com

Quote Number: 2862

WAGE: Privalling

To: City of Compton

Project Name: City of Compton- 16208 S. Atlantic Ave.

Project Address: 16208 Atlantic Ave, Compton, CA 90221

Attention: Cecil Flournoy

Phone: 310.605.5559

Email: cflournoy@comptoncity.org

EverFence Contact: Chris Espinoza

Phone: 562-540-0329

Email: ChristianE@everfence.com

Quote Date: Monday, November 3, 2025

Quote Valid to: Friday, November 28, 2025

Fence Specifications

Footing Specifications

Gate Specifications

Item No.	Description	Qty	UOM	Rate	Total
CO#6	Dirt/Spoils Removals and Haul Away: Estimated Between 12 and 16 Truck Loads on project to Remove Dirt and Haul Away	1	Per Load	\$ 5,000.00	\$ 5,000.00
	Estimated 2 - 3 Days of Labor/Crew to Remove Dirt and Haul Away	1	Per Day	\$ 2,000.00	\$ 2,000.00
	Estimated 2 - 3 Days to Use an Operator to Remove Dirt and Haul Away	1	Per Day	\$ 2,000.00	\$ 2,000.00

Estimated Start Date: TBD

1. This is an estimated installation date based on current availability, materials, and weather, from the date of Deposit Received.
2. EverFence will update you immediately if there are any unforeseen situations that may cause a delay.

ACCEPTED AS OF THE DATE HEREOF BY:

Name:

Signature:

Date:

By signing, the customer agrees they have read and understand all the terms and conditions of this contract

Attention: City of Compton
Project Address: 16208 Atlantic Ave, Compton, CA 90221
By Phone: Cecil Flournoy
By Email: 310.605.5559 Email: cflournoy@comptoncity.org

Quote Number: 2862



ADDENDUMS NOTED:

EverFence General Standard INCLUSIONS:

This bid offer and price is withdrawn if not accepted in writing within 30 days.

These terms control the scope and shall be included in any later sub-contract.

If this project is OCIP, then the cost credit is accounted for in this bid. Credits will not be given later.

Contractor to provide a minimum of 6 weeks notification prior to mobilization. If fabrication is required, allow 6 to 8 weeks from the time measurements are taken.

Should underground manmade buried objects be encountered affecting our ability to preform the work as originally bid, work will be tracked using tentative agreements and submitted for payment under T&M.

Total bid price includes 3 move-ins, any additional move-ins required add \$3,175.00 each.

Concrete anchor blocks and concrete pads are excluded.

Total bid cannot be separated without prior approval from EverFence management.

Price contingent upon access of EverFence Truck and Skidsteer.

General Contractor to provide secure laydown yard and TWW Bin staging area for EverFence.

Sleeves provided by EverFence, placed and cleaned out by others.

EverFence General Standard Exclusions:

TRAFFIC CONTROL, FLAGGING, CONCRETE ANCHOR BLOCKS, CONCRETE SLABS/PADS/MOW STRIPS, ASPHALT OR CONCRETE PATCH WORK, MINOR CONCRETE VEGETATION CONTROL, UNDERGROUND UTILITIES, EXCAVATION, FILL, EXTRA DIRT FOR BACKFILLING, GRADING, STAKING, SURVEYING, SPOILS REMOVAL FROM POINT OF EXCAVATION, CLEARING & GRUBBING GUARDRAIL AND FENCE LINE, BLOCKOUTS, CORE-DRILLING, DRILLING BOLT PATTERNS IN BARRIERS, DRILLING IN SOLID ROCK FORMATIONS, SAWCUTTING, GROUNDING, PAINTING, MAINTENANCE OF INSTALLED FENCING AND GUARDRAIL, POTHOLING, CONCRETE WASHOUTS, ENGINEERING, BOND FEE'S, PERMITS AND/OR MISCELLANEOUS FEE'S.

Project Specific Exclusions:

ENGINEERING, STRUCTURAL CALCULATIONS, REMOVAL OF SOIL SPOILS FROM SITE, CORE DRILLING, SAW CUTTING, HAND DIG, POTHOLING, CONCRETE OTHER THAN POST FOOTINGS, TEMPORARY FENCES, ELECTRICAL, CONDUITS, WIRING, SURVEYING, UTILITY SCANNING, PLA, CWA, UNION LABOR, INSPECTION FEES, PERMITS, CONCRETE MOUNTING PADS, SPECIALTY GATE HARDWARE, ENAMEL PAINT, ACCESS CONTROLS OTHER LISTED HYDRO VACUUM DIGGING

Buyers Acknowledgement

By signing, the customer agrees they have read and understand all the terms and conditions of this contract

Attention: City of Compton

Quote Number: 2862

Project Address: 16208 Atlantic Ave, Compton, CA 90221

By Phone: Cecil Flournoy

By Email: 310.605.5559

Email: cflournoy@comptoncity.org



TERMS AND CONDITIONS

THE CALIFORNIA MECHANIC'S LIEN LAW - Under California's Mechanic's Lien Law, any contractor, laborer, supplier, or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen, even if you paid your contractor in full, if the subcontractor, laborer, or supplier remains unpaid.

Unless otherwise specified in writing, the Customer is responsible for:

- A. Marking sprinklers and property lines.*
- B. Obtaining required building permits.*
- C. Damaged sprinkler lines.*
- D. Notifying neighbors/neighboring property owners of work to be done.*
- E. Removal of all plants, trees, greenery, obstructions, etc. on the fencing line.*

Customer agrees to hold contractor harmless and not liable for zoning laws or other provisions regarding the construction of fences, decks or other projects when done in compliance with customer's instructions.

A 20-day preliminary lien notice will be filed if full payment is not made within 5 days of completion of the project. Completion is signified by the signature and completion of the Installation Completion Form. If repairs are required, the customer may only hold 10% retention until the repairs have been completed.

Everfence Corporation assumes no responsibility for damage to bricks, pavements, or any other surface item during setting posts or other items related to the installed product. Everfence Corporation is not responsible for the structural integrity of block, masonry brick, or other walls on top of which we install fence or other materials. Everfence Corporation is not responsible for waterproofing of existing structures and surfaces.

Line of work shall follow Client's/surveyor's stakes and lines; or as closely as is reasonably possible or the old fence line wherever such is readily visible, and no obstruction exists. A new fence line may deviate as necessary to accommodate construction of new fence. Removal of obstructions to work is the expense and responsibility of the customer unless otherwise noted in the contract.

Fence heights in contract are approximate. Exact height of fences is at sole discretion of the contractor and shall be determined during progress of work based on most efficient methods of construction. Heights follow ground level, as necessary.

Customer shall advise contractor of all drain, sprinkler, underground utilities, and other objects on premises which may be adversely affected by excavation. Notice shall be submitted in writing by client to contractor before beginning work or contractor is released from all liability for damage to said utilities or other underground fixtures or equipment.

Client agrees to pay all monies due to the Everfence Corporation immediately upon completion of job. If not received within 5 days, a \$50.00 (USD) late fee will be applied to the final bill.

Customer consents to placard being placed on fence for warranty purposes. EverFence also has the rights to using any fence installed for marketing purposes.

NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty of obligation, within three business days from the signed date of this agreement (Saturday is considered a business day). Any cancellations received beyond the three business days are subject to a 50% (of cash price) cancellation charge; if order is already in production, the purchaser agrees to pay full contract price. If you cancel within the three business days, the contractor must return to you anything you paid within 10 days of receiving the Notice of Cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. If you do make the good available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under this contract/agreement.

Buyers Acknowledgement

Attention: City of Compton

Quote Number: 2862

Project Address: 16208 Atlantic Ave, Compton, CA 90221

By Phone: Cecil Flournoy

By Email: 310.605.5559

Email: cflournoy@comptoncity.org



BUYER'S AGREEMENT

This Buyer's Agreement ("Agreement") is entered into between the Buyer(s) ("Buyer") and EverFence ("Seller").

1. Payment Terms:

The Buyer agrees to pay the full amount set out above. Any changes to this agreement must be executed in writing and approved by both parties. Any such changes that involve extra cost will become an extra charge over and above the amount herein stipulated.

2. Security Interest:

To secure payment of balance set out above, BUYER(S) hereby grant(s) to SELLER a security interest in each item above-described. Upon default of payment of said balance when due, SELLER shall have all rights and remedies of a secured party under the Uniform Commercial Code and from time to time in effect in the State of California.

3. Attorney Fees and Interest:

Buyer agrees to pay all attorney fees, court costs, filing fees, including charges or commissions, all fees that may be assessed to us by any collection agency retained to pursue this matter. Buyer also agrees to pay interest at the rate of one and a half percent per month (Eighteen percent per year) on any account over 60 days past due, subject to lien.

4. Returned Checks:

All returned checks will be charged a \$35 handling fee.

5. Restocking Fee:

Buyer agrees to pay a 20% (or 50% for any custom work) restocking fee on canceled orders.

\$ - Standard 20%

\$ - Custom 50%

6. Obstructions:

EverFence will not be responsible for moving or repairing sprinkler systems, obstructions such as large rocks, trees, and excessive bush/shrub removal. Tree stumps must be removed at the owner's expense. Accidental sprinkler damage will be repaired at the owner's expense.

7. Excavation:

Excavation over and above standard installation requirements shall incur an extra charge.

8. Permits:

The Buyer is responsible for obtaining ALL necessary building permits unless stated otherwise.

9. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Entire Agreement:

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

11. Acknowledgement:

Buyer acknowledges that he or she has read and understands all terms and conditions of this contract.

12. Modifications:

This Agreement may not be modified or amended except in writing executed by both parties.

13. Cancellation:

Buyer(s) have the right to cancel this agreement without penalty or obligation by providing written notice of cancellation to EverFence Corporation within 72 hours of the date of this agreement. If the Buyer(s) cancel this agreement, EverFence Corporation will refund all payments made by the Buyer(s) under this agreement within 10 days after receiving the notice of cancellation.

Buyers Acknowledgement



ESTIMATE

SoCal Junkmen LLC
613 E Oaks St Compton CA 90221
info@socaljunkmen.com
(310) 438-9548

Estimate #	178
Date	Mon Oct 06, 2025
Total	\$240,000.00

Prepared For:

Jeffrey Yamabayashi City of Compton
16208 Atlantic Ave
Compton, California 90221
(310) 761-1414
jyamabayashi@comptoncity.org

Description	QTY	Price	Amount
Removal and disposal of approximately 1,000 - 1,400 cubic yards of mixed debris consisting of hardscape material (concrete, asphalt, dirt, rock, brick) Includes labor disposal fees and taxes	1	\$240,000.00	\$240,000.00
Sub total			\$240,000.00
Total			\$240,000.00

Terms:

Estimates are an approximation of charges to you, and they are based on the anticipated details of the work to be done. It is possible for unexpected complications to cause some deviation from the estimate. If additional parts or labor are required you will be contacted immediately.

Notes:

Scope of Work

Socal Junk men proposes to provide labor, equipment, hauling, and disposal for the following:

Removal and disposal of approximately 1,000 - 1,400 cubic yards of mixed debris consisting of hardscape material (concrete, asphalt, dirt, rock, brick), green waste, and general trash.

Removal and disposal of a homeless encampment, approximately 120 cubic yards.

Hardscape debris will be transported and disposed of at a Recycling facility of our choice.

General Trash to be disposed at a local transfer station.

Equipment to Be Utilized
Skid Loaders

Excavators

Heavy Duty Super-10 Dump Trucks

Water Buffalo (for dust control and site management)

Inclusions

Labor, equipment, trucking, and disposal fees

Loading, hauling, and proper disposal at licensed facilities

Dust suppression and safety compliance

Encampment cleanup including trash, debris, and biohazard-safe handling as required

Exclusions

Grading, compaction, or new construction prep (unless requested separately)

Timeline

Estimated completion: 2 – 4 weeks, depending on site access and scheduling.

(Net 30 terms — payment due in full within 30 days of project completion)

Thank You For Your Business