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COMPTON CITY COUNCIL
AGENDA

11/10/2026

4:00 PM – SPECIAL CLOSED SESSION
5:30 PM – PUBLIC MEETING

205 S. WILLOWBROOK AVE
COMPTON, CA 90220

OPENING

ROLL CALL

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS ON CLOSED SESSION

CLOSED SESSION

1. PUBLIC EMPLOYMENT
   Pursuant to Government Code Section 54957(b)(1)
   Title: City Attorney

2. Conference with Legal Counsel - Existing Litigation
   City of Compton v. Arturo Flores, et al LASC Case No. 23CMCV00797
   Pursuant to Government Code section 54956.9(c) or (d)(1)

3. Conference with Legal Counsel – Existing Litigation
Yolanda Guerrero v. City of Compton LASC Case No. 26CMCV00067
Pursuant to Government Code section 54956.9(c) or (d)(1)

4. Conference with Legal Counsel – Anticipated Litigation
Pursuant to Government Code Section 54956.9(e)(1) or (d)(2) and (e)(1) because there is significant exposure to litigation in two cases

5. Conference with Legal Counsel – Anticipated Litigation
Pursuant to Government Code section 54956.9(d)(4) to consider initiation of litigation for two cases

REPORT OUT OF CLOSED SESSION

PRESENTATIONS

6. SHERIFF'S REPORT - CAPTAIN PUEBLA

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

7. JANURARY 13, 2026

REGULAR AGENDA

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

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

RECEIVE AND FILE - KAREN HARRIS RESIGNATION

CITY MANAGER'S REPORT

9. RESPONSE TO INQUIRIES CONCERNING RESOLUTION 26,527, ADOPTED BY CITY COUNCIL ON OCTOBER 27, 2026, APPROVING 1ST QUARTER BUDGET AMENDMENTS TO THE FISCAL YEAR 2026-2027 BUDGET

NEW BUSINESS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH FOUNTAINHEAD CONSULTING CORPORATION FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT, CIP NO. 18-01, PHASE 2D ($436,440)

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NV5, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ROAD REPAIR SERVICES PROJECT, PHASE X, IN AN AMOUNT NOT TO EXCEED $396,418

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE CITY OF COMPTON PURCHASING POLICY

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING RESOLUTION NO. 26,451 TO REMOVE THE MAXIMUM EXPENDITURE CEILING FOR LEGAL SERVICES RETAINER AGREEMENTS FOR FISCAL YEAR 2026-2027 TO ENSURE UNINTERRUPTED MUNICIPAL REPRESENTATION AND LIABILITY PROTECTION

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE ANNUAL APPROPRIATION (GANN) LIMIT FOR FISCAL YEAR 2026-2027

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 11/17/2026 5:30 PM

Visit our website at http://www.comptoncity.org
Visit our Youtube at https://www.youtube.com/@comptoncityhall

January 13, 2026

The Compton City Council meeting was called to order at 4:34pm by Mayor Emma Sharif in the Dollarhide Community Center. The Moment of Silence and Pledge of Allegiance Ceremonies were also led by Mayor Emma Sharif.

ROLL CALL

Council Members Present: D. Duhart, A. Spicer, J Bowers, L. Darden, Mayor Sharif
Council Members Absent: None
Other Officials Present: S. Zurita, W. Hopkins, Jr.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Bishop Guillory had a personnel issue that did not go before Closed Session. "Madam Mayor you do know that when you are on a public board for the city that if you're going to deal with an appointment or ask for a resignation you do that through the Personnel Board or through Closed Session. You violated my rights by asking for my resignation in an open meeting that was not on your agenda. I'm going to hold you culpable for it. Number two, my resignation has been signed, dated and sent to the Clerk's Office." He would also like to know that the Closed Sessions they have been having with all of the sexual harassments and lawsuits, why are they doing it behind closed doors? They have violated the Brown Act on a several occasions. As the Mayor of the City of she doesn't have enough money to pay her bills she should not be sitting in the seat. "Madam Mayor if you can't make all of the meetings you should not unscrupulously put yourself on the commissions that are paying and get more than the $600 that you bargain for when you said you wanted to be Mayor of Compton. I digress have a nice night."

On Motion by Spicer, seconded by Darden, the meeting was recessed to Closed Session at 4:42pm by the following vote on roll call:

AYES: Councilmembers – Duhart, Spicer, Bowers, Darden, Mayor Sharif
NOES: Councilmembers – None
ABSENT: Councilmembers – None

CLOSED SESSION

Mayor Sharif read the Closed Session items.

1. PUBLIC EMPLOYEE APPOINTMENT/RECRUITMENT
   Title: Municipal Law Division Chief
   Pursuant to Government Code 54957

2. PUBLIC EMPLOYEE APPOINTMENT/RECRUITMENT
   Title: City Controller
   Pursuant to Government Code 54957

3. PUBLIC EMPLOYEE APPOINTMENT/RECRUITMENT
   Title: City Attorney
   Pursuant to Government Code 54957

Councilmember Darden stated it was her professional belief that items one and three should not be held in Closed Session. She cautioned them so that they do not violate the Brown Act. 703 of The City Charter states that they, the City Council, can only appoint the City Manager and City Controller therefore to take action on municipal law would be in violation. It should be done in open session.

Mayor Sharif stated she spoke with the City Clerk regarding the issue, and she stated it could be done in open session on the pause for City Attorney appointment.

City Clerk Zurita stated that the City Attorney appointment could be done in open session. The presentations from law firms were on open session therefore she guessed immediately after if they

would like to do that, they could however the other two items she will not opine because she was not the City Attorney. 703 appears to be clear she passed it over to City Manager Hopkins.

Councilmember Darden read 703 and stated according to the City Charter the City Attorney and City Controller are the only two they can appoint. Whatever they did she wanted it to be done right without violating the Brown Act.

City Manager Hopkins disagreed with Councilmember Darden indicating the Charter clearly stipulates the City Attorney was elected or appointed. If the City Attorney can be appointed by the Council who could appoint them means they have the authority to discuss the City Attorney in Closed Session. In terms of the Municipal Law Clerk Division Chief that was listed, depending on what decisions they were going to make would dictate what needs to transpire with the position. The only requirement that should be necessary at this point was if they are going to stick with the position there need to be an ordinance brought forward.

Councilmember Darden thanked him for stating it needed to be an ordinance indicating she advised him of that prior to. It could not be done by resolution. It has to be brought forth to create any new positions it must be done by ordinance.

On Motion by Darden, seconded by Duhart, the meeting was Reconvened at 6:12pm by the following vote on roll call:

AYES: Councilmembers – Duhart, Spicer, Bowers, Darden, Mayor Sharif
NOES: Councilmembers – None
ABSENT: Councilmembers – None

REPORT OUT OF CLOSED SESSION

1. PUBLIC EMPLOYEE APPOINTMENT/RECRUITMENT
   Title: Municipal Law Division Chief
   Pursuant to Government Code 54957 **(NO REPORTABLE ACTION TAKEN)**

2. PUBLIC EMPLOYEE APPOINTMENT/RECRUITMENT
   Title: City Controller
   Pursuant to Government Code 54957 **(COUNCIL HAS DECIDED TO RECRUIT FOR CITY CONTROLLER)**

Roll Call Vote for Recruitment of City Controller

AYES: Councilmembers – Duhart, Spicer, Bowers, Darden, Mayor Sharif
NOES: Councilmembers – None
ABSENT: Councilmembers – None

3. PUBLIC EMPLOYEE APPOINTMENT/RECRUITMENT
   Title: City Attorney
   Pursuant to Government Code 54957 **(NO REPORTABLE ACTION TAKEN)**

PRESENTATIONS

4. SPECIAL LEGAL COUNSEL SERVICES – Outside Counsel

Attorney Tom Madruga from Olivares Madruga thanked them for the opportunity and introduced the three partners he brought along with him from his firm. He was a litigator by trade and served as general counsel for more than twenty years at the Compton Unified School District. He defended them in litigation in various employment, construction and tort matters for more than fifteen to twenty years so they knew the community. They have been involved in the community. He knows and spoke on behalf of his team his team indicating they had approximately forty-two lawyers. Twenty of the lawyers were dedicated solely to the practice of municipal law. They were currently the City Attorney in eight cities including El Monte, South El Monte, Inglewood, San Fernando, Bell Gardens, La Puente, Santa Fe Springs and Cudahy. They have twenty-one lawyers dedicated to their Municipal Law Group. They have a team approach, while having someone designated as the City Attorney or liaison to communicate with the City Council. They serve at the Council's

pleasure. They have different people who bring different expertise. He has fifteen dedicated litigators that represent public agencies throughout Southern California from excessive force cases, employment cases, personnel cases and tort cases. You name it they have defended it, jury trials, Court of Appeals, California Supreme Court, they have been there. They have dedicated land use practice, economic redevelopment, Brown Act, and personnel investigations. They have expertise particularly with election law in the State of California which was coming up for some of them shortly. Because they represent cities such as Bell Gardens, they are members of JPA for the casino which he knows would also implicate Compton. What are they going to get from them? They are going to get an opinion based on the law and facts. They are going to tell them their opinion they are not yes people. They are going to tell them what the right answer was or what they believe their opinion was. The Counsel get to make the judgments because they are the elected officials, however they will get ethics. They will not do anything that does not squarely fit within proper ethical standards. They will get responsiveness and competency.

Attorney Lloyd Pilchin thanked them for having them there. They are not yes people; however, they often say yes. He has worked with big firms and smaller firms. He finds forty lawyers to be the perfect size. It means that it's a very family-run type feel. They can all walk into each other's offices. They know they can rely on each other, and they give their clients their personal touch. He advises City Councils and cities. Approximately 10 to 20% of his practice was with litigation. He has sat in the City Attorney chair at the City of El Monte as well as a city in Kern County. His specialty is land use therefore he's always on the phone with planning staff, building department staff, Code Enforcement issues and zone changes. They help their cities negotiate agreements with developers.

Attorney Susie Altamorano, a partner with the firm stated it was an honor and pleasure to be there. She serves as City Attorney for the City of La Puente and the City of South El Monte. What sets their firm apart in addition to what Tom, Lloyd and Adrian will mention, is they became members of the community. They were active in the communities they represent; they sit on boards for the Chamber of Commerce, hospitals, Homeboy Industries and California Association of City Attorneys of LA County therefore they are very active. Each of the partners and counsel are active in the communities they represent. They really enjoy integrating themselves into the community and giving back to the community. She specializes in Election Law, FPPC Fair Political Practice Commission and the Political Reform Act. An area of opportunity they have identified for the city is a community foundation that has worked well in several cities where they sit as City Attorneys.

Attorney Adrian Deleon, counsel of the firm, his specialty was in complex real estate transactions. He's a Real Estate Broker. He sits as Assistant City Attorney for the cities of La Puente and South El Monte. He's the general counsel for Real Honda Community College District, special counsel for Coachella Valley Unified School District and general counsel for the Coachella Valley Educational Foundation. He's the general counsel for La Puente Community Foundation, which Susie previously spoke about. They are looking forward to the opportunity to service all of the members of the Council, staff and the residents.

Councilmember Darden had a question for Tom indicating he had mentioned that he had or has a contract with the Compton Unified School District, did she get it right?

Mr. Madruga stated he represented Compton through their JPA with Keenan therefore they do not have a direct general counsel relationship.

Mayor Sharif "so you're saying Compton Unified School District JPA is that correct?"

Mr. Madruga replied, correct.

Mayor Sharif needed clarity when he stated he had someone designated as City Attorney for the different cities, did she hear him correctly?

Mr. Madruga explained it depends on the role they would be in. If they were providing special legal counsel services they offered to whoever it was that they needed to provide legal services to at the time whether it's litigation, land use, redevelopment or election law. If they are appointed as the City Attorney, they would designate a specific individual to comply with the regulations to have a designated City Attorney.

Councilmember Spicer asked how many days a week they would dedicate to being present in the City of Compton?

Mr. Madruga stated as many days as they need because one of the things they pride themselves on was every city was different and every client was different therefore they do not know exactly what their needs were, however, they were there to try and provide solutions. They are solution oriented and if they needed them there during office hours one day a week, they would make it work. It really depends on what they need because they have the flexibility to provide it.

Law Office of Nossaman

Meet the Team

- Alfred Smith, Co-Special Legal Counsel, Partner
- Lolly Enriquez, Co-Special Legal Counsel, Partner
- Brandon Davis, Infrastructure and Contracting Support, Partner
- Joshua Imeri-Garcia, Infrastructure, Contracting and Public Law Support; Associate

Attorney Lolly Enriquez stated she was a partner and was proposing to be lead/co-lead along with her colleague Alfred Smith. She has over twenty years of experience in municipal law as well as Public Finance. She has served as Assistant City Attorney to various cities throughout the State of California where she has attended Council meetings, study sessions and closed sessions. She has provided training on the Brown Act, Political Reform Act, Public Records Act for commissions and Councilmembers and help them fill out their 700 forms.

Attorney Alfred Smith, Partner with Nossaman, stated this year marks his thirty-year anniversary at Nossaman. During the entire time he worked on representing municipalities and other local government public agencies. He serves as the general counsel to five local public agencies. He represents them at board meetings, closed sessions, staff reports, resolutions, ordinances, litigation, code enforcement and the list go on. He's excited for the opportunity to potentially work with the city. As he read through the RFP, he was very impressed with the goals and objectives they were stating regarding transparency, enhancing policies and procedures to even better serve the community locally. He really appreciated that he's involved locally, he serves as a deacon and on the Board of Trustees at the Tried Stone Church of God in Christ down the street on a 114th in Wilmington. He closed with a fun fact indicating he graduated from Harvard Law School, and he was in the same class and very good friends with the most recently appointed United States Supreme Court Justice Ketanji Brown Jackson. Thanks for the opportunity.

Attorney Joshua Imeri-Garcia, an associate with Nossaman LLP. He specialized in public law, general counsel services and infrastructure projects. In previous roles he served as the Assistant City Attorney of the City of Lompoc and Deputy City Attorney for the City of Rancho Palos Verdes. His specialties have ranged from giving general counsel advice to filing an amicus brief with the United States Supreme Court related to homeless issues.

Attorney Brandon Davis, Partner at Nossaman stated he has been with the firm for over twenty years. He's an infrastructure attorney he builds things. Nationally, he's a member of the biggest group of attorneys that represent public agencies on complex infrastructure projects that ranged from streets, roads, bridges and tunnels in Los Angeles. He has had the pleasure of representing the port of Long Beach on their new Harbor Bridge, the National Gateway Bridge, the Convention Center Project that was just executed, the major P3 Project at LA, the Consolidated Rental Car Facility at LAX and the new Automated People Move Project. Those are the bigger projects however he has smaller ones as well. He loves helping communities reshape who they are and how they interface with each other. Four of them are present, however they are a 160-attorney firm based in Los Angeles, eighty years in California. As they can see on their chart they read through their RFP. They saw their needs; they have a core team they have developed to address the various legal needs. They have identified the needs they have including infrastructure, employment, environmental, finance support, and public law support. They have specialists that can come in on an as needed basis to address things that might need to be on intellectual property, taxes and other things that being a slightly larger firm though small enough to where they all know each other, they can step in and help each other.

Firm Overview and General Counsel Experience

- We offer Full-Service Solutions
- Our multidisciplinary firm employs over 160 attorneys and policy advisors across California and the U.S.
- Los Angeles-based firm with national expertise
- Extensive General Counsel and Special Counsel public agency experience
- Deep bench strength
- Innovative and market-tested solutions
- We can be a "One-Stop shop" for all of the city's legal needs
- Focus on efficient, cost-effective services – conscious of local community
- A committed accessible team, prepared to immediately assist the city

General Counsel and City Attorney Client Successes

- City of Inglewood
- City of Beverly Hills
- City of Manhattan Beach
- City of Lompoc
- City of Rancho Palos Verdes
- Exposition Metro Line Construction Authority
- Los Angeles County Sanitation Districts

Experience in Scope Areas

- **Brown Act, PRA & Conflicts**
  - Highly familiar with the intricate details involved with public agency governance and regularly provide advice to boards and staff on the Brown Act, PRA and conflicts

- **CEQA, Land-Use, Zoning & Environmental Justice**
  - Recognized leader in CEQA and NEPA permitting public infrastructure projects, offering strategic guidance, defensible documentation and successful legal defense against challenges

- **Public Contracting**
  - Industry-leading experience, guiding municipalities and public agencies through numerous forms of project delivery

- **Labor & Employment and Risk Management**
  - Help clients with full spectrum of employment issues, assist with compliance with relevant statutes, including OSHA, FMLA, CFRA and ADA

- **Taxes/Fees/Assessments and Pension Law**
  - Advise on full range of issues

They have represented over one hundred agencies throughout California over the past eighty years. They do not represent the private sector on development projects.

- **Prior experience with the City**
  - At a prior firm, Lolly worked closely with the City Controller on drafting notices to be posted on EMMA (the Municipal Securities Rulemaking Board's website) with regard to certain events related to the City's sewer revenue bonds

  - Lolly also worked with prior City Attorney, Craig Cornwell on drafting a memo regarding the city's retirement tax collected on the property tax bill

- **Representation of over 100 public agencies in CA**
- **Infrastructure Group with experience across many types of alternative delivery**
- **Lobbying/Governmental Relations**
- **Full-service firm for city's needs**
- **Key team within 30-minute drive**

They are excited about the prospect of working for the city, they are happy to answer any questions.

Councilmember Duhart asked Attorney Lolly in what capacity she worked for the city.

Attorney Lolly stated at her previous law firm they worked with their City Attorney many moons ago, Craig Cornwell. She also did public finance and worked with their team in terms of their revenue bonds and annual disclosure filings. She helped their team get the filings on the MSRB's website. She has also written memos on their retirement tax.

Mayor Sharif asked if they were brought in to be their counsel do they have anyone they would designate as the City Attorney for the city.

Attorney Lolly stated in the proposal, the RFP was for special counsel services however should they seek a firm for City Attorney between herself and Albert, they would designate both of them to tag team as City Attorney or have further discussions regarding the matter.

Melvin Felton, Equity Partner at Sanders Roberts LLP stated they are litigators and trial attorneys. He was also a past president of the John M. Langston Bar Association. They practice general liability and employment law where he was the chair of employment law. They also engage in personnel investigations. They have been headquartered in LA County for eighteen years. They have been working with the City of Compton for ten years. Regarding their qualifications, they represent municipalities and governments including the City of Los Angeles, County of Los Angeles, public entities such LAUSD, the UC Regents, and understand unique issues that public entities face on a regular basis. He heard one of the prior speakers say that one team cannot fit all of their needs. He would tend to agree with that. Where they fit in is high stakes, big ticket litigation. Some examples of what they have done to help the City of Compton in the past. The City of Compton unfortunately engaged in an almost ten-year employment dispute in the past. Perhaps there were some other firms who represented the City of Compton when they took on the cases. They were able to resolve the case once and for all favorably to the City of Compton. They represented the City of Compton in a wrongful death matter that resolved favorably and Fire Department related injury matters that resolved favorably. They have given in addition to litigation, advice and counsel to the Personnel Board when there was a conflict of interest with the City Attorney's Office. Many of them would like to forget however unfortunately he wanted to say there was sadly a child prostitution ring that was running out of a motel on Long Beach Blvd. They worked hand in hand with the Sheriff Department in Compton to investigate and get it shut down. As for his team they will get his partners Justin Sanders, Reginald Roberts who have led the charge in representing the city. Other colleagues such as Daisy Mateo, Venita Raj, Jonathan Morris just to name a few. They have approximately forty attorneys. They would like to continue their partnership with the city.

Councilmember Bowers asked how many years they worked for Compton?

Mr. Felton replied over ten years.

Mayor Sharif thanked him for the presentation.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Bishop Guillory was there to discuss Maria the Mafia, Miss Piggy and Reginald. He was there to discuss the things people said about him therefore he gets to say what he wants to say as his first amendment.

Mayor Sharif asked for the names of the people he was referring to.

Bishop Guillory asked them to stop the clock while she spoke.

Mayor Sharif asked when he called names, was he calling people out of their names? She asked him to provide the names of the individuals he was referring to.

Bishop Guillory stated he did not know the lady's name he pointed her out in the audience calling her Ms. Piggy. He pointed to a man in the audience and referred to him as Ronald the rapist. He came there because he has had people say things about him.

Mayor Sharif, "but not from the dais."

Bishop Guillory, stated yes, they did say it from the dais, therefore Leroy is out of the basement, and he can't put him back in. He was there to defend the African Americans that helped build the city. They have Black people that live in the city, has worked in the city and had their children die in the city. It was not a game for him, he wanted to say unequivocally, the reason why he was going to be Mayor was because he was not going to take a check. The things that needed to be fixed in the city needed to be fixed from the heart. He was unapologetically Black and would not allow someone to come up there and destroy the relationship that the Blacks and Mexicans have had in the community for eons. They had a person that claimed he was such a bad person and came to their job, why would you take your kids out of school, bring them to a press conference to see the boogeyman? They brought a man who claimed he was a resident of Compton who was not a resident of Compton. There are Black women that have restraining orders on the person. There was a doctor who had to go through all the situations for revenge porn with the person and they were going to come and defend two bigots, two racists, they can't have it both ways. When he came and resigned his seat they came back and pointed at them and said your time was up, you have to go. This was not a Black or Mexican issue it's a Compton issue and he will not let people tell them that all of their blood, sweat and tears doesn't matter. He is unapologetically Black and when he becomes Mayor ICE will be in the city.

Kareemah Bradford stated she had been trained by some of all the attorneys that the city contracts with. She's had training with Burke, Williams, Sorenson, Lieber Cassidy, Whitmore, AALR. In performing her duties in the past and dealing with situations she went over some things in the Charter based on her training from outside law firms. She discussed and read section 5, section 503, section 505, section 702. She would pay for any one of the law firms to give their legal opinion on their understanding of municipal law and the reading of the Charter. They have been given incorrect information, and it is their requirement to follow the Charter. The City Manager was not an attorney, and he should not be giving them legal advice that changes what they voted in as their City Charter. It is not his Charter.

Ty Foreman had a brief, poignant, relevant comment that was necessary for the future of Angelinos as a whole. He was a former student of politics and international relations at George Mason University in Northern Virginia. He's working on a lot of reform in Los Angeles, notably the most important to him was educational reform. Having Compton city government on his side with LAUSD in terms of providing an active support for ethnic Americans to be encouraged via extracurricular elective or summer program to be challenged to present petitions and projects etc. for the Office of the Presidency of the United States. He came there for the organization of South Central by creating a topology of government that mirrors that of Santa Monical in their ability to create cohesion in small regions with neighborhood Councils. He lives in Central City east skid row. He's interacting with the community in a manner that is very fluent and very new. He hopes to work alongside them in the future and provide support.

Humberto stated this new year was going to be better. Compton was not only for Black people it's for everybody. They need to have respect for each other, 60% of Compton is Latino. It's not only Mexican it's Latino. Latino means different states and countries they build together. Let's try to see the big picture and not the small picture. They need to stay together in Compton for a better Compton. He's been trying to build something in Compton for everybody, which is an emergency shelter he brought up to them a long time ago. It would not be for Mexicans and Latinos only he has Black brothers that he loves as well. He wanted everyone to work together and have respect. He stated he needed their support.

Dawn Belton from Republic shared that January 19, 2026, will be their first time observing Martin Luther King, Jr. Day therefore they will be collecting the garbage one day late.

Nagee Ali was there to continue to support the call for Leroy Guillory to be finally removed as Chairman of the Public Safety Committee. He will see what happens tonight, he believes it's on the agenda as far as new commissioners.

Jaime Rodriguez was back again and thanked God he survived his accident on Norwood and Alondra on December 20th. Since that day there have been three or four more accidents. He was wondering if they could put up a traffic light and/or speed bump. The day he had the accident the driving was not driving normal she was flying. The last two accidents three or four cars were

involved. They have run into the house on the corner of Norwood and Alondra many times. “Councilmember Bowers I remember I use to go to night school to learn English. They used to give me homework; I give you homework to look into it especially in the industrial area of Compton between Wilmington and Central.” Their trailer park entry was not safe.

Councilmember Bowers asked the City Manager if they were looking at putting up a light or evaluating putting up a light on Alondra somewhere between Northwood and Kemp.

City Manager Hopkins confirmed they were in the process of doing a traffic study.

Kinsey Jones asked when the grocery store would be coming that’s replacing the 99 Cent Store by McDonalds. When they were in kindergarten they used to talk about everyone and call them out of their names. There’s a certain time when you get a certain age you have to let it go. This is a public place not a place to insult people, calling them out of their names, this is not a place for that. They are too old to do that, their parents taught them not to do it. It’s a new year and they have to start giving each other respect. How do they think people feel when they are called out of their name? This is a place to try and get together to solve things to make Compton better. They have to change if they don’t go to church, pray and believe in the Lord they need to. He wishes they could do something with the empty parking lot on the corner of Temple and Caldwell.

Maria Villareal Chamber of Commerce stated sometimes they need to look into what’s wrong with them and they need to seek help because sometimes they are in need of visiting one of those places that can help them with themselves. Churches and other places have different help, it’s very important because sometimes they act with hate and don’t see it. She prays and hopes this year will be a different year. She introduced posters in Spanish and English to the community and City Council, Compton vs. Hate Posters (she presented some posters). They were posters about awareness, protection and engaging the community. Hate incidents and crimes often go unreported because they don’t report things on a regular basis. The initiative was going to help them report the hate incidents. Compton Latino Chamber of Commerce will disseminate the posters throughout the year to businesses and the community. With them they will send a message that enough is enough. They will not tolerate any type of hate whether its from Blacks to Latino or Latinos to Blacks, it ends now. It’s okay that one doesn’t like people, however, don’t mention things like that because imagine if they stood there and stated the things he mentioned. If she said it, she would be ashamed of herself. She ended with a prayer; they need to hold hands and say enough is enough. Posters will be available at the Compton Latino Chamber of Commerce if anyone would like to have them.

Patricia Gonzales, VP of Compton Latino Chamber of Commerce stated the name calling needs to stop. She shared the events they had for the month. January 20th the Chamber will be conducting a business survey for businesses in Compton. The survey was designed to better understand the top challenges business owners were facing, the types of resources needed to help them grow and any safety concerns impacting their operations. The goal was to listen directly to their local businesses and elevate their voices. On January 21st they will be hosting a community meeting at 6pm, creating a space for residents, business owners, and community members to come together for an open dialogue and discussion. On January 22nd, they will be holding a business mixer at Habitat Health by Kaiser from 4:30pm to 6:30pm. They encouraged seniors and community members to join them to connect with local businesses and build relationships in a welcoming environment. On January 23rd, they will host a financial workshop presentation called the New Art of Living which covers self-improvement. All event details and flyers are available on their website comptonlatinochamber.org.

Mark Smith greeted the Council; told them they looked well and wished them a Happy New Year.

Tanya Lewis from district one stated she asked the City Manager a year ago about the red curbs however in tonight’s agenda, they need paint money for graffiti. They need money for curbs, and it needs to be in next week’s agenda. They had plenty of time to paint at least one or two curbs, especially in her area on 134th Street and Parmelee. “When Missy mentioned something about $8000.00 in credit card use, there’s more fraud with the credit card and this person has resigned, is she going to be held accountable for the credit cards? Were they gifts, who were they given to?” She was also told that she sent Crystal to her house. They need an investigation regarding that issue. Last year it was said that many weed shops were closed and they only had one more to close up, did they close the one on the 31st of December? They need an audit every year. Compton needs

to be audited every six months because of credit card fraud. “Guillory, I don’t know if you have a Latino friend, but you need one because they are not going anywhere, as a matter of fact more are coming to Compton.”

Fidel Marquez stated they made it through the year, and they need to start 2026 on a good foot. “City Manager item numbers six and eight I want to discuss today. Number six is a little much to me. The requirements for the committee are way more than is required of our Council members. So, it’s going to be hard for us to find individuals so we might want to change that up and find someone who is willing to dedicate their time instead of putting all of the requirements on the Charter. Also, I looked at item number eight in the agenda package, and I didn’t see any of these businesses listed. We need to list the businesses before we can dish money out. We need to know who these businesses are.” As for picking the attorneys, he thinks the community needs to be more involved because they spend a lot of money on attorneys and it falls on the taxpayers. They have been misrepresented for decades all the way back to Legrand Clegg. They need to get it right and it’s on them. There was one firm that stood out to him and spoke to him and that was big of them. Olivares Madruga seems like a firm that can lead Compton in the direction they need to be. With all of the thievery coming out of the Attorney’s Office he spoke on the title of a Municipal Law Division Chief. They have an attorney who left Lancing, Michigan not on a good note and just magically landed in Compton with baggage, took $160,000 from taxpayers as an appointed City Attorney and left without answering any questions to the Council or residents.

Vanessa Cain wanted to discuss item number eight indicating she looked up Taj Office and School Supply. She understands they are a business however why do they need them for ten weeks of Small Business Workshop Programs? Said program was headed by Councilmember Spicer; that’s his program they don’t need that. The school supplies can be directed to one of the schools. They don’t need Taj Supplies for that at all. $50,000 for supplies and Small Business Workshop Programs. She will teach it for free if they need a teacher. She has been taking care of herself ever since she left school. She has never worked for anyone but herself and she has done quite okay. On item seventeen she thought they had a million dollars dedicated to the illegal sale and marketing of tobacco products to minors. She thought they had money allocated where they didn’t have to use….was it coming from the grant that was given to them for that? They definitely need to check into it. As far as the lawyers, she agreed they need to look into it and they need to be involved because after Eric robbed them for probably $200 million, they need to really look at who they choose. Some of the cities the firms represent, a lot of them also look like Compton. She doesn’t know if they will be able to afford one of the firms because they are costly.

Anthony Lewis stated as they enter into the new year of 2026, let them learn from the mistakes of 2025. As they prepare to move forward in unity of purpose, understanding, like-mindedness, and cooperation. 2025 ended with several items being left on the table or unresolved. Removal of the Safety Commission member from the commission for cause and conduct unbecoming of a commissioner. The Woodlawn Cemetery incident, Chamber of Commerce Council Chamber incident, Cliff Restaurant incident and the Channel 4 News Conference incident would give credibility to the cause. As for the city credit card, there was no policy enforced, no due process, improper procedures and City Attorney resignation. The preferential parking in Richard Farms postponed enforcement for ninety days and allowed the residents to develop a plan within thirty days as well as the Charter amendments that need to go on. Compton has an expense and reimbursement policy. The purpose of the expense and reimbursement policy was to publicly adopt a written policy to find and clarify authorized reimbursements including reimbursable general business expenses in accordance with California Government Code section 53232 AB123 October 7, 2005. The policy includes but is not limited to travel, business meals, lodgings, conference expenses, professional memberships and other related expenses incurred while conducting city business. The policy was adopted in 2006 by the Brown administration.

Gerald Adams stated he lives on Santa Fe and Cypress across the street from the post office. It’s a dangerous intersection. He commended them for installing speed bumps on Myrrh because there have been so many accidents over there. They need to address the post office on Santa Fe because there are going to be a lot of people getting hurt over there. Who cleans up the outside of the front of the post office. They used to have people come and clean in front of the school district, what happened why isn’t it being cleaned anymore?

Mayor Sharif asked if he was referring to the school district property.

Mr. Adams the school district property on Santa Fe and one across the street where his aunt owns the two duplexes, however on the outside of her property who does the grass?

Mayor Sharif stated it would be the city.

Mr. Adams stated they were not doing it and asked if they could address it.

Mayor Sharif asked the public when they sign up to speak please print because she has difficulty reading some of the signatures.

Missy spoke about the reimbursement of Triphenia asking if she was still there because her reimbursements were over $50,000. She felt the need to break down the amounts because she thought it was important. On December 30, 2024, she did an employee recognition event for Andre Spicer in the amount of $1400, in 2024 she rented the EV Hummer, "could you look at us, Spicer you're very rude and you want to run for Mayor, I don't think so." With the Hummer, allegedly he had given her $750, however they do not have a receipt for it. There was still a balance of $4487 to rent it for one day. She purchased gift cards for volunteers to staff for recognition on December 19, 2024, which was over $8000. She purchased $1500 gift cards to Ralphs, $1500 to Macy all at $500 each, Pandora $500, Nordstrom $500, the Apple Store $1500, Dicks, $500, Walgreens $500, Things to Remember because she buy her grandbaby stuff from there and they are not inexpensive, $168, Apple Spice $72, Michael Kors $500, and over $2000 at Ralphs. She also purchased crystal clocks in the amount of $2500 that was sent to her house along with computers and portable speakers. She had some diamonds with acrylic, pioneer clocks, roman clocks and silver with crystal. She even purchased custom foil labels; she had given someone named Ron $2500 for employee recognition and rented a whole host of cars. She rented a vehicle for a temporary employee Tanisha in the amount of $221.87. "Spicer you need to pay us our money."

Jose Marquez thanked them for extending the parking, he needed to know if they were going to be able to get the community involved to fix the solution if they are going to do the parking in the future. He wanted to make sure that they knew they were still on top of it. They wanted to do a neighborhood watch, a committee to help resolve the problem. Through him coming there about four or five times he got to see everybody there and he gives a lot of respect and love for the people that come there and want to see Compton do better. He wants to be part of the community, and he wants to be able to help the community do better things. He appreciated them keeping them in the right place and doing the right things because his intentions were never to come to the city meetings, however he heard there was a lot of stuff going on in the city including a lot of fraud and he didn't want to waste his time. He owns multiple businesses therefore his time is valuable. Every time he comes there, he loses money but it's really important for him to be there. It hurts his heart to see people being racist and he's not referring to the Council. He's talking about people fighting with each other because Blacks and Mexicans have been suppressed. They have to get along, respect each other and do things right.

DeShawn Williams had handouts for the Council. He stated he was born and raised in Compton. He's an artist, a clothing designer and brand owner. He has been at home a little over a year after twenty-one years of incarceration. He was recently discharged from parole November 10, 2025. Since being home he received his business owner documentation, LLC, EIN, business bank account, sellers permit, and business license. While receiving his business license at Compton City Hall he inquired about a business grant to help get his business up and running only to find out grants in Compton are only given to businesses affected by Covid in 2020. Being a new business owner and having a difficult time with employment he now owes state tax for his LLC and business tax. He was there seeking assistance with grants, vendor assistance, marketing and building his brand representing Compton. He was also looking for employment as an artist for the City of Compton doing portrait painting, designing and being a vendor that design for apparel for high schools and redesigning mascots. He was looking for assistance with marketing and being a vendor to street wear and city stores. He would like support from the city to help make his Fly Thuger clothing brand one of the biggest street wear clothing brands. He would like to make the City of Compton tribute apparel for city officials.

Lynne Boone thanked Councilmember Darden, indicating everything she did in the last meeting was correct. They put a motion on the floor, they voted on it and she was supposed to be able to

speak. She didn't have to come up there; the item was on the agenda in Closed Session therefore it wasn't like she was voting on it. The Consent Agenda needs to be corrected because they put too many items on it that are not routine. One of them is the back dated minutes. She knows half of them cannot remember what they said in the last meeting and it's going back to 2025. The minutes should be under the Consent Agenda however it should be the current ones not the past ones. As for item number six what do they have them there for? The commissions are supposed to be made up of people from Compton not from the City Manager. In the Charter it states the Mayor and Council are the ones who create the commissions and committees. He's doing way too much and there's no one out there dressed up like a soldier. "The only thing I have Ms. Darden is the question should not go to the City Manager. He has a seat during the Council Meeting however he's not supposed to give opinions." There was a woman shot in Minnesota by ICE. Right now, the government and ICE want to do an investigation which they knew was wrong because they are all involved in it. It's the same with the credit cards, the credit card investigation should be done by an outside investigation law firm not by anyone in there, especially the City Manager. Where is the City Manager's contract and where does it stand? Who's going to write the City Manager's contract or who's going to say goodbye to him? There are so many other people that could come in and do the job.

CONSENT AGENDA

City Clerk Zurita identified some corrections that need to be made to item #6. The first two amendments are in the staff report. One correction is on the title and should read To City Manager and not Legal Department. The Staff report under stipend authorization, the word ordinance will be changed to resolution. Then in the Resolution Section number 10, the word Ordinance will be changed to Resolution. Section 11, the word ordinance will be changed to Resolution. In the City Clerk Attestation Section, the word ordinance will be changed to Resolution.

On Motion by Duhart, seconded by Spicer, the Consent Agenda was approved with exception of Items 5, 6, 7 and 8 by the following vote on roll call:

AYES: **Councilmembers – Duhart, Spicer, Bowers, Darden, Mayor Sharif**
NOES: **Councilmembers – None**
ABSENT: **Councilmembers – None**

APPROVAL OF MINUTES

5. MARCH 11, 2025 **(REMOVED FOR DISCUSSION)**

CITY MANAGER

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY COMPTON RESCINDING RESOLUTION 25,156 AND RE-ESTABLISHING A CHARTER REVIEW COMMITTEE FOR THE CITY OF COMPTON TO FORMULATE AND PRESENT RECOMMENDED CHARTER AMENDMENTS SUCH AS ENHANCING COMMITTEE MEMBER SPECIALIZED SKILLS, AN ACCELERATED MEETING SCHEDULE, AND ESTABLISHING A STIPEND NOT TO EXCEED NINE THOUSAND NINE HUNDRED DOLLARS ($9,900) FOR COMMITTEE SERVICE MEMBERS FROM JANUARY 2026 THROUGH JUNE 2026 **(REMOVED FOR DISCUSSION)**

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A SUPPLEMENTAL PURCHASE ORDER FOR ADDITIONAL FUNDING TO TV PRO GEAR, INC. FOR VIDEO RECORDING AND LIVE STREAMING SERVICES FOR CITY COUNCIL MEETINGS AT THE DOLLARHIDE COMMUNITY CENTER IN THE AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00**) (REMOVED FOR DISCUSSION)**

GRANTS DEPARTMENT

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO

TAJ TRADING CORPORATION DBA TAJ OFFICE AND SCHOOL SUPPLY IN THE AMOUNT OF ($50,000) FOR THE PURCHASE OF SUPPLIES AND PERSONALIZED MATERIAL IN CONNECTION WITH THE CITY'S 10-WEEK SMALL BUSINESS WORKSHOP PROGRAM **(REMOVED FOR DISCUSSION)**

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR CORELINK CONSULTING TO PROVIDE GRANT ADMINISTRATIVE SERVICES ($82,500) **(RESOLUTION #26,354)**

PUBLIC WORKS DEPARTMENT

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-26 PUBLIC WORKS STREET MAINTENANCE DEPARTMENT BUDGET AND AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH SHERWIN-WILLIAMS COMPANY FOR THE PURCHASE OF PAINT FOR THE CITYWIDE ANTI-GRAFFITI PROGRAM IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS ($50,000) (**RESOLUTION #26,355)**

WATER DEPARTMENT

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) FOR PAYMENT OF THE WATER SYSTEM ANNUAL FEES IN THE AMOUNT OF FIFTY-FOUR THOUSAND SEVEN HUNDRED AND SIXTEEN DOLLARS AND TWELVE CENTS ($54,716.12) **(RESOLUTION #26,356)**

ITEMS REMOVED FROM CONSENT CALENDAR

APPROVAL OF MINUTES

5. MARCH 11, 2025

Councilmember Darden stated the minutes need to be brought back because the minutes were not in the packet.

CITY MANAGER

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY COMPTON RESCINDING RESOLUTION 25,156 AND RE-ESTABLISHING A CHARTER REVIEW COMMITTEE FOR THE CITY OF COMPTON TO FORMULATE AND PRESENT RECOMMENDED CHARTER AMENDMENTS SUCH AS ENHANCING COMMITTEE MEMBER SPECIALIZED SKILLS, AN ACCELERATED MEETING SCHEDULE, AND ESTABLISHING A STIPEND NOT TO EXCEED NINE THOUSAND NINE HUNDRED DOLLARS ($9,900) FOR COMMITTEE SERVICE MEMBERS FROM JANUARY 2026 THROUGH JUNE 2026

Councilmember Darden read the information on the staff report on page four of four, stipend authorization. Line two starts with recommends the adoption of an ordinance authorizing $9,900 stipends. The word ordinance needs to be changed to resolution; page 4 of the resolution, section 10, line two, it should read resolution instead of ordinance; section 11, line one shall read resolution instead of ordinance; page 6, line two should read resolution instead of ordinance; the beginning of the staff report should read City Manager Instead of City Attorney. The corrections were made on the floor. Councilmember Darden asked the City Manager if he needed a staff person to add any additional information.

Asst. City Manager Binns explained they were scrivener's errors and in the places Councilmember Darden highlighted the term ordinance was carried over from the original 2019 ordinance. There was a 2019 ordinance in 2019 when the Charter Committee was created. The

item was a cleanup item because the item of November 5, 2019, terminated in 2020 once the Charter Committee's work was done. It was a scrivener's error everywhere in the staff report and the resolution where the word was listed as an ordinance, it should be corrected to read a resolution.

Councilmember Darden asked when they could make the appointments because they were working from January through June and they were supposed to have two meetings per month. January is gone therefore it seems they will have to add more meetings.

Asst. City Manager Binns stated the way it's drafted they have the flexibility to add more meetings if it's the will of the Council. If the item passes this evening, they will be able to bring back applications for potential candidates for the Charter Review Committee. This was the third time the item was being brought back. As soon as it is approved staff and the City Clerk were anxious and ready to receive the applications and come back to Council with appointments.

Councilmember Darden stated maybe they will be able to make the appointments at the last meeting in the month, which was January 27, 2026.

Mayor Sharif asked when the item makes the agenda, will they be able to make appointments the same night.

Asst. City Manager Binns replied yes assuming the item passes this evening because it's the third time being brought back.

City Clerk Zurita added the new applications have already been created.

Councilmember Darden suggested they make an announcement to the public that if anyone was interested in serving on the commission, please fill out an application which is available in the City Clerk's Office.

On Motion by Bowers seconded by Duhart **Resolution #26,357** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY COMPTON RESCINDING RESOLUTION 25,156 AND RE-ESTABLISHING A CHARTER REVIEW COMMITTEE FOR THE CITY OF COMPTON TO FORMULATE AND PRESENT RECOMMENDED CHARTER AMENDMENTS SUCH AS ENHANCING COMMITTEE MEMBER SPECIALIZED SKILLS, AN ACCELERATED MEETING SCHEDULE, AND ESTABLISHING A STIPEND NOT TO EXCEED NINE THOUSAND NINE HUNDRED DOLLARS ($9,900) FOR COMMITTEE SERVICE MEMBERS FROM JANUARY 2026 THROUGH JUNE 2026"** was approved by the following vote on roll call:

AYES: **Councilmembers – Duhart, Spicer, Bowers, Darden, Mayor Sharif**
NOES: **Councilmembers – None**
ABSENT: **Councilmembers – None**

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A SUPPLEMENTAL PURCHASE ORDER FOR ADDITIONAL FUNDING TO TV PRO GEAR, INC. FOR VIDEO RECORDING AND LIVE STREAMING SERVICES FOR CITY COUNCIL MEETINGS AT THE DOLLARHIDE COMMUNITY CENTER IN THE A MOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00)

Councilmember Darden thanked the City Manager for providing the information she requested at their meeting. The public wanted to know if he could give an update on the expected date to return to the Council Chambers.

City Manager Hopkins stated they anticipate early February they will be back in the Council Chambers.

Councilmember Darden asked the City Manager when they resume in the Council Chambers, she remembered at one time they used to have a bus that would transfer people to the Council Chambers because of parking restrictions. Please look into it to see if it's possible to provide the services again.

City Manager Hopkins thinks it would be difficult because they are having extremely difficulty maintaining drivers. They lost another driver this week, however they will make an attempt to see what they can do but honestly, he cannot make any promises.

On Motion by Bowers seconded by Duhart **Resolution #26,358** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A SUPPLEMENTAL PURCHASE ORDER FOR ADDITIONAL FUNDING TO TV PRO GEAR, INC. FOR VIDEO RECORDING AND LIVE STREAMING SERVICES FOR CITY COUNCIL MEETINGS AT THE DOLLARHIDE COMMUNITY CENTER IN THE AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000.00)"** was approved by the following vote on roll call:

AYES: **Councilmembers – Duhart, Bowers, Darden, Mayor Sharif**
NOES: **Councilmembers – None**
ABSENT: **Councilmembers – Spicer**

GRANTS DEPARTMENT

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO TAJ TRADING CORPORATION DBA TAJ OFFICE AND SCHOOL SUPPLY IN THE AMOUNT OF ($50,000) FOR THE PURCHASE OF SUPPLIES AND PERSONALIZED MATERIAL IN CONNECTION WITH THE CITY'S 10-WEEK SMALL BUSINESS WORKSHOP PROGRAM

Councilmember Darden needed clarity if it was for supplies only, she asked the City Manager to ask Mr. Woods to elaborate.

Mr. Woods explained the program was based off when they did the small business grant. There were a lot of businesses that did not have their documentation correct therefore staff elected to offer a ten-week business course workshop that allows businesses such as the gentleman that spoke earlier to be able to come in for the ten-week course, get all of the documentation right and they would be able to move forward. The item on the agenda was for supplies, after they complete the ten-week course they will receive business cards, if they do not have a logo, a logo will be created for them, flyers, banners and if they do Pop Up Shops. They were basically trying to give them a headstart moving forward as they continue on.

Councilmember Bowers asked when he stated them, who was he referring to specifically?

Mr. Woods stated they have not started marketing the program as of yet. They are trying to get some internal things completed, however once they get that done, they will start marketing. The first twenty-five businesses or inspired individuals that seek to be a business owner can apply.

Mayor Sharif asked if he had allocation for twenty-five.

Mr. Woods replied yes.

Councilmember Bowers "Is this the first time it has been discussed?"

Mr. Woods replied yes sir.

Councilmember Bowers suggested he grab the young man that just left.

Mr. Woods replied, yes, I will talk to him.

Mayor Sharif thinks it's good for young people that need a jumpstart on their business. She hopes they are reaching out and marketing it so that the people that really need it have access.

Councilmember Bowers asked how they were reaching out and how will they determine who got chosen?

Mr. Woods stated the plan was like anything else they do, first come, first serve. It's two-fold for inspiring business owners and business owners.

Councilmember Duhart asked if he was going to advertise the program on the website, flyers, was there anything they could help him with as far as marketing it.

Mr. Woods replied, absolutely, they definitely would like the Mayor and Council to announce it in their respective districts but also on all their social media platforms and city website. They plan to blast it everywhere they can, however there is only space for twenty-five. The intent was for the program to alternate between all four districts.

Mayor Sharif asked if they would be assisting them with obtaining a business license.

Mr. Woods replied, yes.

On Motion by Duhart seconded by Darden **Resolution #26,359** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO TAJ TRADING CORPORATION DBA TAJ OFFICE AND SCHOOL SUPPLY IN THE AMOUNT OF ($50,000) FOR THE PURCHASE OF SUPPLIES AND PERSONALIZED MATERIAL IN CONNECTION WITH THE CITY'S 10-WEEK SMALL BUSINESS WORKSHOP PROGRAM"** was approved by the following vote on roll call:

AYES: **Councilmembers – Duhart, Spicer, Darden, Mayor Sharif**
NOES: **Councilmembers – None**
ABSENT: **Councilmembers – None**
ABSTAIN: **Councilmembers – Bowers**

REGULAR AGENDA

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

12. CONSIDER LEAVE OF ABSENCE PUBLIC SAFETY COMMISSIONER - INEZ ADKINS **(VOTES DID NOT APPROVE 6 MONTH LEAVE)**

On Motion by Duhart seconded by Spicer 6-Month Leave of Absence for Public Safety Commissioner Inez Adkins was not approved by the following vote on roll call:

Councilmember Bowers stated that if she's requested a leave for six months remove her from the board so that she can handle her business because someone needs to be in the seat.

Councilmember Darden "so that they clearly understand what they are doing, the request was for them to approve a six month leave on her behalf and they will be voting yes or no."

Mayor Sharif "do you need to clarify what no and yes mean, is that what you're saying Councilmember Darden?"

Councilmember Darden replied yes.

Mayor Sharif asked City Clerk Zurita to clarify what the yes mean and what the no mean.

City Clerk Zurita explained that a yes vote would mean they are in favor of approving the leave; no vote means they do not approve of the leave.

AYES: **Councilmembers – None**
NOES: **Councilmembers – Duhart, Spicer, Bowers, Darden, Mayor Sharif**
ABSENT: **Councilmembers – None**

Councilmember Duhart "Since they said no appointment could be done, do she have to be removed first?"

City Clerk Zurita confirmed they would need to remove her in order to make an appointment.

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

On Motion by Duhart seconded by Darden Timothy L. Wilson was appointed to the Public Safety Commission by Councilmember Duhart by the following vote on roll call:

AYES: **Councilmembers – Duhart, Spicer, Bowers, Darden, Mayor Sharif**
NOES: **Councilmembers – None**
ABSENT: **Councilmembers – None**

14. REMOVAL OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES
RECEIVE AND FILE - BISHOP J. GUILLORY RESIGNATION

On Motion by Duhart seconded by Spicer Bishop J. Guillory's Resignation was Received and Filed by the following vote on roll call:

AYES: **Councilmembers – Duhart, Spicer, Bowers, Darden, Mayor Sharif**
NOES: **Councilmembers – None**
ABSENT: **Councilmembers – None**

CITY MANAGER'S REPORT

15. DISCUSSION: KEY TO THE CITY NOMINATION **(APPROVED FOR FEBRUARY)**

Mayor Sharif noted some updates were given to all of the Council because a request came from the community regarding awarding the individual the key to the city. She wanted to make sure they had the information prior to moving on.

Councilmember Spicer stated he received it yesterday and he had not had the opportunity to review it.

Councilmember Bowers asked if she could be more specific.

Mayor Sharif stated information was supposedly given to all the Council Members regarding the person they were recommending.

Councilmember Darden "Madam Mayor, are you asking for approval at this time?"

Mayor Sharif replied yes ma'am.

On Motion by Darden seconded by Duhart the Key to the City Nomination for Leslie Sykes was approved by the following vote on roll call:

AYES: **Councilmembers – Duhart, Spicer, Bowers, Darden, Mayor Sharif**
NOES: **Councilmembers – None**
ABSENT: **Councilmembers – None**

NEW BUSINESS

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NV5, INC. FOR ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WILMINGTON AVENUE SAFE STREETS PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT, CIP# 18-02 ($220,000)

City Manager Hopkins stated for edification to the public the item was to make some enhancements and deal with some issues encountered with the Wilmington Street Project. They were also in the process of extending the contract. There were pavement improvements at the 91

freeway that were definitely in need at the overpass of the 91 and Artesia. They were making modifications that enhanced what had been a phenomenal project for the city. Listed in the statement of issues of the agenda item it addressed the changes that were being made to the project.

On Motion by Duhart seconded by Darden **Resolution #26,360** entitled **"A RESOLUTIONOFTHE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NV5, INC. FOR ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WILMINGTON AVENUE SAFE STREETS PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT, CIP# 18-02 ($220,000)"** was approved by the following vote on roll call:

AYES: Councilmembers – Duhart, Spicer, Bowers, Darden, Mayor Sharif
NOES: Councilmembers – None
ABSENT: Councilmembers – None

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2025-2026 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS FROM THE CALIFORNIA DEPARTMENT OF JUSTICE DIVISION OF OPERATIONS TO ENFORCE A LOCAL ORDINANCE OR STATE LAW RELATED TO THE ILLEGAL SALE AND MARKETING OF TOBACCO PRODUCTS TO MINORS ($350,000)

Councilmember Duhart stated there were two stores she's aware of, one on Compton Blvd on the south side of the street. She knows they sell tobacco. She has almost gotten hit twice by someone when she was at the corner of Wilmington and Compton Blvd. When the light turns green, they are behind her, they come in front of her they are flying, they pull over and park and she asked, "what the heck are they selling in that place?" Have they monitored that particular tobacco store?

City Manager Hopkins informed her they would get the address to the facility and take the matter up with the Sheriff Department as well as community improvements.

Councilmember Duhart noted the other one was on Wilmington and Greenleaf.

City Manager Hopkins stated he would have Mr. Ward look into it.

Mayor Sharif stated a lot of young people vape and smoke menthol cigarettes. How much oversight was there when it comes down to the issues they have in the community as far as the young people? How would the $350,000 help and assist in that area?

Mr. Woods explained the Grant Program was a diversion program where Code Enforcement goes out and cite retailers that were selling to minors. It's for personnel to go out and do the inspections and cite but also do educational as well. Right now, the city was in conversation with California DOJ to try and change the scope of work. There was a new law that passed in 2025 for seizing. Code Enforcement cannot go in and seize anything therefore they are trying to get a partnership with the Sherifs to create a task force to go in and start seizing flavored Tabaco and things of that nature.

Councilmember Bowers pointed out the grant was for $350,000 however down below the fiscal impact shows salary at $16,000, machinery equipment and equipment $668 and overtime $332,000.

Mr. Woods stated it was for a five-year span, and it's allocated for staff to go out and do inspections on an overtime basis.

Councilmember Bowers asked why they don't do it while they are on duty.

Mr. Woods stated that was a Tony question he cannot answer it. Also, in addition depending on if they get into a partnership with the Sheriff the number will change.

Mayor Sharif asked which number will change.

Mr. Woods replied, the overtime number.

On Motion by Duhart seconded by Darden **Resolution #26,361** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2025-2026 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS FROM THE CALIFORNIA DEPARTMENT OF JUSTICE DIVISION OF OPERATIONS TO ENFORCE A LOCAL ORDINANCE OR STATE LAW RELATED TO THE ILLEGAL SALE AND MARKETING OF TOBACCO PRODUCTS TO MINORS ($350,000)"** was approved by the following vote on roll call:

AYES: Councilmembers – Duhart, Spicer, Darden, Mayor Sharif
NOES: Councilmembers – Bowers
ABSENT: Councilmembers – None

COUNCIL COMMENTS

Councilmember Darden offered the following communications/announcements:

- On January 5-7, 2026, together with her colleagues she attended the California Contract Cities Association 2026 Legislative Tour. The multi-day event provided members of the California Contract Cities Association with the invaluable opportunity to meet with state legislators, leaders and constitutional officers to share first hand experiences on the issues impacting cities.

- On January 8, 2026, her office attended the press conference focused on human trafficking along numerous corridors including Long Beach Blvd. The press conference was hosted by many elected officials, the LA County DA, the LA City Attorney and the Chief of Police. It was held at 106th Street and Figueroa in LA.

- She wished her husband Eddie a Happy Birthday. He celebrated his birthday on January 10th.

- On January 12, 2026, she participated in a meeting hosted by Assemblyman Gipson and Dr. Curry of Compton College regarding health care facilities. Compton College was doing a lot of exciting things. Dr. Curry said they will be building an urgent care facility at Compton College. The Fire Explore Program will commence soon.

- On January 31, 2026, at 10am Congresswoman Maxine Waters will be hosting a Town Hall Meeting at Peary Middle School Auditorium located at 1415 W. Gardena Blvd., Gardena, CA. For more information call 323-757-8900.

- Restoration Diversion Services hosted its Open House in honor of Human Trafficking Awareness Month from 1pm to 4pm. RDS unveiled the new serenity room a dedicated space focused on mental health, healing and restoration. To attend please RSVP with Dedra Handy at 323-657-4530 (She did not provide the date)

- She encouraged residents to please call the rubbish company if they have bulky items to discard. Please call them forty-eight hours in advance at 800-299-4898

- Ms. Penny Eldridge, wife of former Fire Department Ronald Eldridge, passed away. She did not have any other details at the time.

- Former employee Ethel Davis's services were held on Thursday at 10am at Grant AME Church. (The only details she provided)

Councilmember Bowers offered the following communications/announcements:

- On January 15, 2026, from 5pm to 8pm at the Dollarhide Community Center, he invited residents to attend the 3rd District upcoming Alzheimer and Dementia Awareness event focused on the often-overlooked experiences of Black men caregivers. The evening

included a screening of The Caregiver, an award-winning short film written and directed by William Bright followed by a panel discussion with the film's director, community leaders and Black men caregivers who shared their lived experiences and insights. The conversation was focused on identifying and removing barriers that limit access to care and support for caregivers and their families. Refreshments were provided. If anyone was interested in attending or had questions, please contact his liaison Alicia Thompson at 310-605-5612 or via email at athompson@comptoncity.org.

- Last week he had the opportunity to attend the 2026 California Contract Cities Association Sacramento Legislative Tour. The annual tour provided local officials with direct access to state legislators and decision makers whose policies and funding decisions have a direct impact on the cities across California including Compton. Being present in Sacramento ensures that the community's priorities are clearly communicated at the state level. The meetings focus on advocating for critical funding, shaping state policy, explaining the local impact of legislation and building long-term relationships that strengthen the city's ability to serve residents.

- He extended his prayers, support and well wishes to Ms. Francis Davis, the Block Club President from Sunny Cove, phases 1, 2 and 3. They stand with her and wish her continued strength and healing during this time.

- "Remember accountable leadership, unity and community safety grounded in public health help move the community forward. Good night have a great week."

Councilmember Spicer offered the following communications/announcements:

- On January 22, 2026, at 8pm his office along with the City of Compton hosted the Compton Homeless Count 2026 at the Dollarhide Community Center. Volunteers were welcomed. They needed everyone's help addressing the homelessness crisis by lending a helping hand during the homeless count. They helped shape how services and housing were delivered in Compton and across LA County therefore they were definitely looking for volunteers. If anyone was interested in serving, please email communityrelations@fmwc.org or call 213-668-5021. Food and beverages will be provided.

- On January 23, 2026, he hosted his Annual New Year New Me Expungement Clinic at the Dollarhide Community Center, located at 301 N. Tamarind Avenue from 10am to 3pm. As of today, they have helped expunge over 600 residents, 250 plus have been employed and a little over 120 have been housed due to the programs. He encouraged Compton residents to please take advantage of the event.

- On January 23, 2026, starting at 12 pm at the Dollarhide Community Center he hosted Make a Move Compton, a Chess Tournament geared toward the youth, however all ages were welcomed. They have a huge youth tournament. It was the championship round; first prize was $10,000. For information and sign up go to makeamovela.org or makeamoveleague.com.

- On February 7, 2026, his office hosted their Senior Citizens Resource Fair at the Dollarhide Community Center from 10am to 2pm. February 7th is also his grandmother's birthday.

- He acknowledged that Kipp Compton Charter School did a ribbon cutting and groundbreaking for their brand-new LA Sparks Basketball Court on their campus.

- "Thanks, we see you all in a couple of weeks God Bless, goodnight."

Councilmember Duhart offered the following communications/announcements:

- "Happy New Year everybody. Let's leave all negative baggage and hate in 2025. May 2026 bring you health to your body peace to your home and joy throughout the days to come."

- on January 5-7, 2026, she attended the California Contract Cities Association Legislative Tour where they had the opportunity to meet with their state legislators, Assemblyman Mike Gipson, Senator Laura Richardson and their lobbyist Ms. Carly of Townsend.
- She wished Mr. Eddie Darden a Happy Birthday.

- On January 24, 2026, at 10am she was proud to announce the Maxcy D. Filer Square installation would be unveiled at the corner of Mathisson Avenue and Arbutus Street. The special ceremony will commemorate the legacy and lasting contributions of the Honorable Maxcy D. Filer and would formally dedicate the square located adjacent to the Filer family home in his honor. Community members were invited to join them as they came together to celebrate Mr. Filer's life, service and enduring impact on the City of Compton. Parking was available at Davis Middle School on the south side of the campus adjacent to Popular Street.

- She congratulated Dr. Patricia Tillman and Dr. Pamela Noel who were twins for receiving their doctoral degrees in Theology from Wordwise Institute in Eschatology Bible College. Their dedication to advance theological scholarship and faith-based leadership was truly commendable and served as an inspiration to the Compton community.

- She closed in Loving Memory of John Trenton Hibbler, Mr. Hibbler's Celebration of Life was held on January 17th at 10am at Glory Christian Fellowship International Church located at 225 W. Torrance Blvd., Suite D, Carson, California. She asked everyone to please keep the Hibbler family in their prayers during the time of remembrance and reflection.

- She thanked everyone for coming out. She thanked everyone for speaking up and working together to strengthen the community and moving the city forward. She advised the citizens they are the eyes and ears of their community and their voices matter to her.

- She reminded everyone to always remember to eat, shop and buy Compton, a safe, clean and friendly city.

- "City Manager I would like banners around the Downtown Compton Mall that says Eat Compton, one that says Shop Compton and one that says Buy Compton."

Mayor Sharif offered the following communications/announcements:

- "Happy New Year to all of you. I want to welcome everyone back after the holidays and the new year. I know it has been a few weeks since we last met, and I am truly glad to be back with our community. I also want to thank everyone who took the time to complete my priorities survey over the holidays. I'm reviewing your feedback thoughtfully and with the utmost respect as it will help guide the work ahead. For those who have not yet participated I encourage you to do so. The survey will remain open through January 30th. It is on my Facebook page and in Instagram pages and physical copies are also available in the lobby this evening."

- Prior to regional advocacy and partnerships, she attended the conference in Sacramento. The 2026 Sacramento Legislative Tour. They had an opportunity to attend a lot of different workshops. Her main takeaway in listening to what was going on was she was looking for the relationship to change between the local electives, their assembly members and senators there at the state level. She heard the tone and mindset has been changed because there needs to be a relationship between the local as well as the assembly members and senators in Sacramento. The key takeaway included an overview of the governor's budget noting that the state deficit had decreased. Discussions with state legislators emphasized building stronger relationships with local governments to create meaningful impact. She heard someone from the Attorney General's Office who was there and spoke about the priorities he had set. One of his priorities had to do with street takeovers. She's looking forward to them having a meeting with him to take a look at how the priorities that he set would assist them in the City of Compton. The conversations allowed Compton to have a voice at the table, learn from other cities, and work collectively on shared challenges that directly affect the residents.

- Building on the momentum she looked forward to participating in a three-day training next week focused on budgeting which would further support responsible planning and advocacy for the city. Priority two, the work on Habitat Health in partnership with Kaiser Permanente opened its first center in the Los Angeles area and she was proud to share it was located in Compton on Rosecrans Avenue near Van Ness. The program was available to residents ages 55 and older. They offered comprehensive services including primary and specialty care, transportation, in-home service support, meals, prescriptions, social activities and more. All coordinated through one center. Hopefully the resources will help their seniors better manage their health, avoid unnecessary hospital visits and live healthier, more independent lives.

- Looking ahead, her office will continue advocating for resources, strengthening their partnerships and ensuring Compton has a strong and respected voice at every table.

- She adjourned in Loving Memory of Joe Ackerson, a respected community leader, mentor and unwavering advocate for the advancement of Black women in public policy and political leadership. Her legacy of service and empowerment will continue to inspire the community for generations to come.

- She thanked the residents for staying engaged and her Council colleagues and city staff for their continued partnership and dedication. Together they will continue building a stronger Compton while honoring the history that guides them forward. Have a safe and wonderful evening, see you on the 27th. They will be in training next week so there will not be a City Council Meeting.

ADJOURNMENT

On motion by Spicer, seconded by Darden, the meeting was adjourned at 8:47pm by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Mayor Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

SATRA D. ZURITA	**EMMA SHARIF**
CITY CLERK CITY OF COMPTON	**MAYOR CITY OF COMPTON**

November 10, 2026

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: INTERIM CITY MANAGER

SUBJECT: RESPONSE TO INQUIRIES CONCERNING RESOLUTION 26,527, ADOPTED BY CITY COUNCIL ON OCTOBER 27, 2026, APPROVING 1ST QUARTER BUDGET AMENDMENTS TO THE FISCAL YEAR 2026-2027 BUDGET.

SUMMARY

The 2026-2027 Budget for the City of Compton was adopted on June 23, 2026. On October 27, 2026, staff presented a 1st quarter budget review to City Council. Included in that report were proposed cost neutral corrections and adjustments. A central part of the adjustments included a budget appropriation to Fund 2100 for Healthcare Insurance. Based upon information received from CALPERS in July, it was discovered that the budget appropriation exceeded the required amount by approximately $12 million. Staff proposed to correct that over appropriation to Fund 2100-610-000-4191, and to reallocate the budget appropriation to the General Fund budget areas requiring adjustment.

STATEMENT OF THE ISSUE

Questions have been raised concerning our ability to correct the allocation error with the contention that funds in 2100 are from the Pension Tax, and once they are allocated to the fund, they cannot be used for non-pension related costs. It has been further alleged that the proposal is potentially in violation of Proposition 13. Staff believe that our approach to correct the overallocated amount is appropriate and has sought opinions from the City Attorney and the City's Auditor for clarification.

BACKGROUND

Per our legal counsel, "Section 1408 of Compton's City Charter authorizes the City Council to adopt and amend the City's budget, including transferring unused appropriated balances from one purpose to another when there is an affirmative vote of at least four Councilmembers. As a result, the Council retains the authority to modify any previously approved budget appropriations during the fiscal year so long as those funds remain available to be reallocated and the amendment complies with any other legal restrictions.

A budget appropriation is separate and distinct from the actual balance of a retirement trust fund. In this case, that means appropriation of the budget is distinct from the actual balance of what has been placed in the retirement trust fund. An appropriation only authorizes an expenditure of municipal funds for a designated purpose; it does not establish that those funds have been expended or deposited directly into a retirement trust. In other words, modifying an unused retirement-related appropriation does not

withdraw, diminish, or otherwise affect assets that are already held by the retirement system's retirement trust fund. The adjustment, instead, changes the City's authorized allocation of available funds without altering the retirement fund's balance or relieving the City's legally required retirement trust fund conditions and/or contributions.

The adjustment does not violate Proposition 13 (Cal. Const., art. XIII A). That proposition limits property taxation rather than the City Council's authority to amend budget appropriations. If the adjustment does not divert legally restricted tax revenues, impair the required tax contributions, or affect assets that are being held in trust for retirement purposes, the reallocation is permissible under the City Council's budgetary authority under Charter Section 1408.

Unless there is some evidence that the appropriation was sent in entirety to the retirement trust, the City has the authority to reallocate the budget in accordance with the Charter's authority. The "fund" in and of itself being allocated to an account labeled as "retirement" does not make it earmarked in a manner that would prevent budget allocation."

In addition, according to the City's Auditor, Eadie & Payne, LLC, "in general, cities, including City of Compton, routinely make changes to their budget appropriations throughout the year. Budget adjustments may include an increase or decrease in budgets, or a transfer of budgets between line items within a fund or between funds. Cities are allowed and expected to do so as part of sound financial management. A budget is adopted before the fiscal year ends, based on estimates. Actual conditions often change, requiring modifications, such as revenue changes, unexpected expenditures, new projects or priorities, or revised/corrected estimates. To make changes, the City should follow the appropriate process for budget adjustments. In the case of City of Compton, that's stated in the City Charter.

During an audit, auditors usually review the original adopted budget and budget amendments, verify that amendments were approved, compare budget to actual and evaluate whether budgetary information presented in the financial statements is materially accurate. Audit findings may include spending that exceeds budgets and lack of budgetary controls which may include failure to correct misappropriation".

FISCAL IMPACT

The City of Compton continues to maintain a balanced budget. There is no direct impact associated with receiving and filing this informational response. The budget corrections and reallocations discussed within this report were previously approved by the City Council on October 27, 2026, under Resolution 26,527.

JERRY GROOMES
INTERIM CITY MANAGER

ATTACHMENT

1. Resolution 26,527

RESOLUTION NO. 26,527

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING FIRST QUARTER BUDGET AMENDMENTS TO THE FISCAL YEAR 2026-2027 BUDGET, AUTHORIZING THE TRANSFER OF FUNDS BETWEEN VARIOUS ACCOUNTS, AND AMENDING THE EXISTING PERSONNEL SUMMARY TO EXECUTE ADMINISTRATIVE ACCOUNT REALIGNMENTS AND MAINTAIN CONTINUOUS CITY OPERATIONS

WHEREAS, the annual budget is a planning document used to fund policies and programs as directed and approved by the City Council, based on assumptions and projections that require periodic realignment through monitoring; and

WHEREAS, CalPERS officially announced stabilized health insurance premiums rate adjustments on July 14, 2026, that allows the City to adjust the $12,000,016 in healthcare premiums and reallocate those resources to appropriate fund operational services on a cost-neutral basis; and

WHEREAS, during the initial budget adoption process, the debt service payment schedule for existing bond obligations was omitted from the final authorized budget book; and

WHEREAS, to ensure comprehensive record-keeping, staff is establishing this schedule page for administrative reference and clarity, which has no impact to the approved budget allocations; and

WHEREAS, a personnel adjustment occurred where an authorized $72,188.40 appropriation for one (1) new Administrative Assistant position in Account 1001-690-000-4101 was omitted from the final authorized Personnel Summary, requiring a personnel establishment; and

WHEREAS, record keeping discrepancy resulted in the misallocation of adopted appropriations within the Risk Management and Public Works-Street Maintenance budgets, this adjustment is cost-neutral, does not impact departmental funding levels for the reclassification of existing funds transfer of $650,000 and $3,000,000 respectively to ensure uninterrupted public services; and

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

SECTION 1. The recitals set forth above are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council hereby authorizes the Interim City Manager, or their designee, to execute the cost-neutral healthcare premiums budget reallocations by decreasing the healthcare premiums by total of $12,000,016 and increase the corresponding operational expenditure accounts as itemized in Attachment 1 of the accompanying staff report.

SECTION 3. The City Council hereby authorizes the Interim City Manager, or their designee, to establish the debt service payment schedule page for existing bond obligations for administrative reference and clarity as detailed in Attachment 2 of the accompanying staff report, which has no impact to the approved budget allocations.

SECTION 4. The City Council hereby amends the City of Compton Personnel Summary to establish one (1) Administrative Assistant position under Account No. 1001-690-000-4101 to align authorized headcount with existing Fiscal Year 2026-2027 budget appropriations.

SECTION 5. The City Council hereby authorizes the Interim City Manager, or their designee, to execute the following internal administrative account realignments:

Risk Management
- Decrease Account: 6400-510-000-4295 (Liability Payment) — $650,000.00
- Increase Account: 6400-510-000-4268 (Insurance Premiums) — $650,000.00

Public Works - Street Maintenance
- Decrease Account: 5116-720-000-4246 (Uniforms) — $3,000,000.00
- Increase Account: 5116-720-000-4260 (Contract Services) — $3,000,000.00

SECTION 6. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 27th day of October, 2026.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

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, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the 27th day of October, 2026.

That said Resolution was adopted by the following vote:

AYES: COUNCIL MEMBERS- DUHART,SPICER,DARDEN,SHARIF
NOES: COUNCIL MEMBERS-NONE
ABSENT: COUNCIL MEMBERS-NONE
ABSTAINS:COUNCIL MEMBERS-BOWERS

Satra D. Zurita

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

CITY OF COMPTON INCORPORATED MAY A.D. 1888 CALIFORNIA

November 4, 2026

TO: **HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH FOUNTAINHEAD CONSULTING CORPORATION FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT, CIP NO. 18-01, PHASE 2D ($436,440).**

SUMMARY

Adoption of this Resolution will authorize the City Manager to enter into a professional services agreement with Fountainhead Consulting Corporation (Fountainhead) and establish a purchase order in the amount of $436,440 for construction management and inspection services related to the Annual Residential Street Rehabilitation Project, CIP No. 18-01, Phase 2D.

BACKGROUND

The City of Compton is committed to improving the condition, safety, and longevity of its roadway network through implementation of its Pavement Management Plan, which was adopted on September 3, 2024. Consistent with this effort, the Annual Residential Street Rehabilitation Program prioritizes the rehabilitation of residential streets with the greatest maintenance needs in order to improve pavement conditions and extend roadway service life.

On August 3, 2026, the Public Works Engineering Department advertised Phase 2D of the Annual Residential Street Rehabilitation Project for construction. On September 8, 2026, the City Council awarded a construction contract to PALP, Inc., dba Excel Paving. To ensure the project is constructed in accordance with approved plans, specifications, budget, schedule, and applicable regulatory requirements, the City requires professional construction management and inspection services throughout the construction phase.

On August 27, 2026, the City received seven proposals from qualified consulting firms. A selection committee evaluated and ranked the proposals based on responsiveness, qualifications, relevant experience, staffing resources, project understanding, and availability. Following the qualifications evaluation, fee proposals were reviewed to ensure the proposed compensation was fair and reasonable. The top three ranked firms were:

Rank	Firm	Location	Amount
1	Fountainhead	Fontana, CA	$436,440
2	C2PM	Los Angeles, CA	$429,660
3	AMC	Cerritos, CA	$566,632

Fountainhead Consulting Corporation received the highest overall evaluation score. Although another proposer submitted a slightly lower fee proposal, the committee determined that Fountainhead's project experience, proposed personnel, familiarity with City projects, and demonstrated qualifications outweighed the slight difference in proposed compensation.

Scope of Services

The consultant will provide comprehensive construction management and inspection services throughout construction and project closeout, including project administration, contractor coordination, schedule and budget monitoring, review of requests for information and submittals, labor compliance oversight, inspection of construction activities, review of progress payments and change orders, public outreach coordination, environmental compliance monitoring, and project closeout documentation.

Consultant Selection Process

Pursuant to Section 4-11.7(d) of the Compton Municipal Code, professional services contracts are exempt from the City's competitive bidding requirements and are selected based on demonstrated competence, professional qualifications, and the ability to perform the required services at a fair and reasonable price.

The Request for Proposals (RFP) required separate submission of qualifications and fee proposals. Public Works Engineering staff evaluated the proposals using a Qualifications-Based Selection (QBS) process consistent with the requirements of the RFP and Section 4-11.7(d) of the Compton Municipal Code.

Fountainhead Consulting Corporation was determined to be the most qualified firm based on its extensive experience providing construction management and inspection services for roadway rehabilitation projects, qualifications of its proposed project team, successful performance on similar assignments, and its ongoing support of the City's Annual Residential Street Rehabilitation Project, Phase 2C, which provides valuable continuity, project familiarity, and institutional knowledge that will benefit the successful delivery of Phase 2D. Staff finds that Fountainhead Consulting Corporation has demonstrated the competence and professional qualifications necessary to satisfactorily perform the required services at a fair and reasonable price.

STATEMENT OF ISSUE

The City requires professional construction management and inspection services to oversee construction activities and ensure compliance with contract requirements, project plans, applicable regulations, budget, and schedule. Because the Public Works Engineering Department does not currently have sufficient staffing resources available to perform these services while administering its ongoing capital improvement program, consultant support is necessary to ensure successful project delivery.

ALTERNATIVE

The City Council may choose another vendor to provide construction management services or direct staff to re-advertise the RFP. However, re-advertising would delay project implementation, require additional staff resources, and may result in increased project costs and schedule impacts.

FISCAL IMPACT

The proposed agreement has a not-to-exceed amount of $436,440. Funding is available in the FY 2026-27 Public Works Engineering Department budget under Account No. 3031-710-000-4330 (MTA Bond Funds). Staff reviewed the proposed scope of services, qualifications, and fee proposal and determined that the proposed compensation represents a fair and reasonable cost for the services required to support construction and project closeout.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager to:

1. Execute a Professional Services Agreement with Fountainhead Consulting Corporation in an amount not to exceed $436,440; and
2. Establish a purchase order in the same amount for construction management and inspection services under the Annual Residential Street Rehabilitation Project, CIP No. 18-01, Phase 2D.

JACK H. GONG, P.E., SE, PMP
CITY ENGINEER

APPROVED FOR FORWARDING:

JERRY GROOMES
INTERIM CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH FOUNTAINHEAD CONSULTING CORPORATION FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT, CIP NO. 18-01, PHASE 2D ($436,440)

WHEREAS, the City of Compton is committed to improving the overall quality and longevity of its roadway network through the Pavement Management Plan adopted on September 3, 2024, which calls for targeted investments in pavement rehabilitation and preservation to improve the City's Pavement Condition Index (PCI); and

WHEREAS, on August 3, 2026, the Public Works Engineering Department advertised for construction management and inspection services for the Annual Residential Street Rehabilitation Project, CIP No. 18-01, Phase 2D; and

WHEREAS, on September 8, 2026, the City Council awarded the construction contract for the Project to PALP, Inc., dba Excel Paving; and

WHEREAS, an essential component of successful project delivery is professional construction management and inspection services to ensure compliance with technical specifications, safety standards, budget, and schedule; and

WHEREAS, pursuant to Section 4-11.7(d) of the Compton Municipal Code, contracts for professional services are exempt from the City's competitive bidding requirements and are selected on the basis of demonstrated competence, professional qualifications, and the ability to perform the required services at a fair and reasonable price; and

WHEREAS, on August 27, 2026, the City received seven (7) proposals for construction management and inspection services. A review committee evaluated all proposals using a Qualifications-Based Selection (QBS) process that considered responsiveness, qualifications, relevant experience, staffing resources, project understanding, and ability to perform the required services. Fee proposals were reviewed following completion of the qualifications evaluation; and

WHEREAS, Fountainhead Consulting Corporation received the highest overall evaluation score and was determined to be the most qualified firm based on its demonstrated experience, professional qualifications, successful performance on similar projects, project understanding, and ability to perform the required services at a fair and reasonable price. The City Council finds that selection of Fountainhead Consulting Corporation will provide the best overall value to the City; and

WHEREAS, funds in the amount of $436,440 are available in the Public Works Engineering Department's FY 2026-2027 budget, Account No. 3031-710-000-4330 (MTA Bond Funds).

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

SECTION 1. The City Council hereby approves the selection of Fountainhead Consulting Corporation and accepts its proposal to provide construction management and inspection services for the Annual Residential Street Rehabilitation Project, CIP No. 18-01, Phase 2D.

SECTION 2. The City Manager is authorized to execute a Professional Services Agreement with Fountainhead Consulting Corporation in an amount not to exceed Four Hundred Thirty-Six Thousand Four Hundred Forty Dollars ($436,440), and to execute any ancillary documents necessary to implement the agreement, subject to approval as to form by the City Attorney.

SECTION 3. Sufficient funds are available in the Public Works Engineering Department's FY 2026-2027 budget, Account No. 3031-710-000-4330 (MTA Bond Funds).

SECTION 4. A purchase order in an amount not to exceed $436,440 is hereby authorized to be established for Fountainhead Consulting Corporation for services under the Annual Residential Street Rehabilitation Project, CIP No. 18-01, Phase 2D.

SECTION 5. Copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, Law Division, and the Public Works Engineering Department.

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

ADOPTED this 4th day of November, 2026.

_____
EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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, signed by the Mayor and attested to by the City Clerk, at a regular meeting thereof held on the 4th day of November, 2026.

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

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –

_____
SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
FOUNTAINHEAD CONSULTING CORPORATION
[CIP No. 18-01, Phase 2D]

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 **FOUNTAINHEAD CONSULTING CORPORATION** (hereinafter referred to as **"CONSULTANT"**), located at 7950 Cherry Avenue, Suite 103, Fontana, CA 92336, California 92336.

RECITALS:

WHEREAS, the City will be implementing the Annual Street Rehabilitation Project (CIP No. 18-01, Phase 2D), which consists of improvements to specific streets within various areas throughout the City; and

WHEREAS, the City has identified a need for a qualified and experienced engineering consulting firm to provide construction management and construction inspection services for the Annual Street Rehabilitation Project (Phase 2); and

WHEREAS, Fountainhead Consulting Corporation warrants that it is specifically trained, experienced, competent, and has the resources to provide construction management and inspection services on the Annual Street Rehabilitation Project (Phase 2D); and

WHEREAS, City desires to engage Consultant to provide these services by reason of its qualifications and experience in performing such services; and

WHEREAS, by **Resolution No. _____**, adopted on the **27th, of October 2026,** the City Council authorized the City Manager to accept the proposal of the Consultant and enter into a professional services agreement to provide the necessary services; 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:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional construction management and construction inspection services relative to the Annual Street Rehabilitation Project, (CIP No. 18-01, Phase 2D). This includes delivering management, construction management, contract administration, construction engineering and inspection, material quality assurance and post construction services. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

Task 1: **Preconstruction Conference** – Deliverables: Outline project specifics. Inform contractor of project administration procedures.

Task 2: **Management Information System** – Deliverables: Implement system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, information requests, submittals, contracts, reports, O&M manuals, progress payments, and change orders, etc.

Task 3: **Review Traffic Control Plans** – Deliverables: Review contractor's plans for detours, shutdowns and access for emergency vehicles.

Task 4: **Meetings** – Deliverables: Conduct meetings to discuss background, scope, objectives, schedule, current, and past issues as necessary.

Task 5: **Issues Management** – Deliverables: Analyze issues, seek appropriate advice, and give recommendations. Review cost reduction proposals as well as contractor's methods of construction in order to ensure compliance with plans and specifications and delivery of project within budget and the time specified.

Task 6: **Schedule** – Deliverables: Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.

Task 7: **Cost Control** – Deliverables: Monitor project funding. Monitor project budgets. Review contract item payments, material quantities, and change order payments.

Task 8: **Labor Compliance** – Deliverables: Provide labor compliance reports to include reporting on prevailing wage, payroll documentation, compliance status, and certified payrolls.

Task 9: **Request for Information & Submittals** – Coordinate and ensure prompt processing and turnaround time for contractor requests for information and submittals.

Task 10: **Change Orders** – Deliverables: Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Negotiate and prepare change orders for execution. Keep the City appraised of impact of cumulative change orders.

Task 11: **Dispute Resolution** – Deliverables: Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.

Task 12: **Quality Control/Inspection** – Deliverables: Observe and monitor all aspects of the project. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide photographic and video documentation of construction process. Encourage and stress quality in the constructed product. Provide materials testing services.

Task 13: **Public Relations** – Deliverables: Communicate with local business community regarding temporary construction impacts, such as traffic changes, noise, limited access and construction schedule.

Task 14: **Permit/Environmental Compliance** – Deliverables: Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies.

Task 15: **Progress Payments** – Deliverables: Review and approve all contractor's payment request. Verify contractor pay items. Prepare payment documentation for execution.

Task 16: **Monthly Status Reports** – Deliverables: Prepare monthly reports highlighting project progress, CCO's, cost issues, and schedule.

Task 17: **Site Safety** - Deliverables: Review and monitor contractor's safety program for compliance with Cal/OSHA. Notify contractor if an unsafe condition is observed. Notify City if contractor refuses to rectify unsafe condition and investigate accidents.

Task 18: **Drone Services –** Deliverables: Provide aerial photos and video of the various project sites.

Task 19: **"As-Built" Drawings** – Deliverables: Collect, review, and transmit contractor's data to engineer.

Task 20: Final Walkthrough – Deliverables: Make final inspections and prepare punch list. Verify that required certificates of compliance, O&M manuals and as-build drawings have been delivered.

Task 21: Project Completion Report – Deliverables: Process final progress payment to contractor. File Notice of Completion. Prepare final report and review project records.

As more fully described in the City's **"Annual Residential Rehabilitation Project (Phase 2D - CIP No. 18-01, Phase 2D) – Request for Proposals for Construction Management and Inspection Services** and in Consultant's **"Proposal to Provide Annual Residential Rehabilitation Project (CIP No. 18-01, Phase 2D)"** dated August 27, 2026, both of which are incorporated herein by this reference.

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

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

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control. On demand of City, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from performing services rendered pursuant to this Agreement.

Ivan S. Benavidez, Jr., PE, President of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. The Consultant shall commence services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the services to be rendered are complete, unless this Agreement is extended or terminated as provided herein.

Consultant will generally adhere to any schedule set forth within Consultant's Proposal or by the City provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to put forth its best professional efforts to perform the services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

3. Compensation. The method of payment for this Contract will be on a fee-for-services basis as specified within Consultant's **"Proposed Fee & Schedule"** and incorporated herein. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor

services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change

in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

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

As full and complete compensation for performance of all the services to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept a not-to-exceed maximum sum of **Four Hundred Thirty Six Thousand Four Hundred and Forty Four Dollars ($436,440.00).**

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

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants

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

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

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the performance of any of Consultant's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Consultant's rights, duties or obligations arising under this Agreement shall be null and void.

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

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

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

9. Other Consultants. The City reserves the right to employ other consultants in connection with the services.

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

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

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the City**.**

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

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

11.2 Automobile Liability. $1,000,000 combined single-limit per accident for bodily injury and property damage.

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

11.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than $2,000,000 per claim. The coverage shall also provide an extended five (5) year reporting period commencing upon termination or cancellation of this Agreement.

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insureds"** with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.***

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

12. Permits and Licenses. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

14. Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with City, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations, which in any manner affect those, employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations. 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.

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

The City's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the City's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and

the City Council does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

Either Party, upon tendering 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 will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

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

19. 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:

.a Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency; and

.b Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years; and

.c Does not have a proposed debarment pending; and

.d Has not been indicted, convicted, or had a civil judgment rendered against him/her/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and

.e 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

.f 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.

_____ _____

Ivan S. Benavidez, Jr., PE, President **(Date)**

20. 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.

21. 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.

22. 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 that 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.

23. 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.

24. 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.

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

26. 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.

27. 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 Law Division, 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.

28. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person or via reputable delivery service (e.g. FedEx, DHL, UPS, 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 Consultant:	**Fountainhead Consulting Corporation** **7950 Cherry Avenue, Suite 103** **Fontana, California 92336** **Attn: Ivan S. Benavidez, Jr., PE- President** **(909) 730-4913** **www.fountainheadcorp.com**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Engineer, Public Works Engineering Department** **(310) 605-5505** **(310) 605-6326 – 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.

29. 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.

FOUNTAINHEAD CONSULTING CORPORATION/CONSULTANT

Dated: _____ **By _____**
Ivan S. Benavidez, Jr., PE - President

Approved by:

Dated: _____ **By _____**
Jerry Groomes, Interim City Manager

Approved as to form:

Dated: _____ **By _____**
Legal Counsel

ATTEST:

Dated: _____ **By _____**
Satra D. Zurita, City Clerk

Exhibit A:

Statement of Information - Corporation

BA20241781531

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only
-FILED-
File No.: BA20241781531
Date Filed: 10/6/2024

B3094-1658 10/06/2024 10:14 PM Received by California Secretary of State

Entity Details

Corporation Name	FOUNTAINHEAD CONSULTING CORPORATION
Entity No.	3619572
Formed In	CALIFORNIA

Street Address of Principal Office of Corporation

Principal Address	621 PALOS VERDES DRIVE WEST PALOS VERDES ESTATES, CA 90274

Mailing Address of Corporation

Mailing Address	7950 CHERRY AVE STE #103 FONTANA, CA 92336
Attention	Ivan Benavidez Jr.

Street Address of California Office of Corporation

Street Address of California Office	621 PALOS VERDES DRIVE WEST PALOS VERDES ESTATES, CA 90274

Officers

Officer Name	Officer Address	Position(s)
Cheryl Blecker	7313 SILVERWOOD DR EASTVALE, CA 92880	Secretary
Amit Chandel	3000 E. Birch Street, Ste 103 Brea, CA 92821	Chief Financial Officer
+ Ivan Seferino Benavidez Jr	621 PALOS VERDES DRIVE WEST PALOS VERDES ESTATES, CA 90274	Chief Executive Officer

Additional Officers

Officer Name	Officer Address	Position	Stated Position
+ Tyrone Taylor Jr	7950 CHERRY AVENUE SUITE103 FONTANA, CA 92336	Vice President	
+ Victor Valdovinos	7950 CHERRY AVENUE SUITE 103 FONTANA, CA 92336	Vice President	
+ Rima Tahan	7950 CHERRY AVENUE SUITE 103 FONTANA, CA 92336	Vice President	

Directors

Director Name	Director Address
+ Arezo Ghiam	16 SEBASTIAN IRVINE, CA 92602

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

California Registered Corporate Agent (1505)	LEGALZOOM.COM, INC. Registered Corporate 1505 Agent
Type of Business Type of Business	Civil Engineering
Email Notifications Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Ivan S. Benvidez Jr.	*10/06/2024*
Signature	Date

B3094-1659 10/06/2024 10:14 PM Received by California Secretary of State

Exhibit B:

Fountainhead Staffing Plan

Staffing Plan

STAFFING PLAN									
Legend: PD – Project Director CM – Construction Manager CI – Construction Inspector MT – Materials Testing DC/LC – Doc. Control / Labor Compliance PR – Public Relations CC – City of Compton	**Staffing**	**Pre-Constr.**	**Construction**						**Post Constr.**
			Month 1	**Month 2**	**Month 3**	**Month 4**	**Month 5**	**Month 6**	
PRE-CONSTRUCTION PHASE									
Schedule Review	CM	4							
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Submittals / Constructability Review	CM	12							
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Pre-Videos / Project Site Photos	CI	8							
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Funding Compliance Reports	CM		2	2	2	2	2	2	
Project Records and Files	CM	6	1	1	1	1	1	1	
Schedule Review and Budget	CM		2	2	2	2	2	2	
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Point of Contact / Public Awareness	PR	1	2	2	2	2	2	2	
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Traffic Control per MUTCD / Monitoring	PM/CM/CI		4	4	4	4	4	4	
Storm Water (BMPS) Monitoring / Drainage	CI	4	4	4	4	4	4	4	
Quality Assurance Inspection	CI	8	160	160	160	160	160	160	
Safety / Visual Inspection Meetings	PM/CM/CI		2	2	2	2	2	2	
Project Photos / As-Built Redlines / ongoing Punchlist	CM/CI		2	2	2	2	2	2	
Monitor Material Testing	CI		2	2	2	2	2	2	
Materials Sampling & Testing	MT	4	4	16	16	16	16	16	
CCOs / Force Account Analysis	CM		2		1	2	1		
Cost & Schedule Control	CM		1	1	1	1	1	1	
POST-CONSTRUCTION PHASE									
Punch List / As-Built Review	CM/CI								8
Transmit Guarantees, Certifications	CM								10
Project Files / Labor Compliance Cert	DC/LC/CM								30
Final Walk-Through	CM								8
Contract Close Out / LAPM	CM								8

Exhibit C:

Subconsultant Disclosure

GARRETH SAIKI, PE, GE

Principal Engineer / Materials Testing

SOCOTEC

EDUCATION

MBA, University of California Davis

M.S., Geotechnical Engineering, University of California Berkeley

B.S., Civil Engineering, University of California Berkeley

LICENSING

CA, Professional Engineer, No. PE 49665

CA, Geotechnical Engineer No. GE2509

OFFICE: Irvine, CA

As a Principal Engineer for SOCOTEC, formerly Ninyo & Moore, Mr. Saiki provides over 39 years of project coordination experience and oversees scheduling of field activities, supervises staff-level geologists and engineers, supervises field technicians and special inspectors, reviews project plans and specifications, and reviews laboratory test results for conformance with the project documents, including the Uniform Building Code (UBC), California Building Code (CBC), Federal Aviation Administration (FAA), State Department of Transportation (Caltrans), American Association of State Highway and Transportation Officials (AASHTO), and the Standard Specifications for Public Works Construction (Greenbook). Mr. Saiki will be responsible for leading, managing, orchestrating and coordinating our materials testing and inspection services for this contract.

PROPOSAL

City of Compton

Submitted by

FOUNTAIN HEAD



Construction Management and Inspection Services for Annual Residential Rehabilitation Project

CIP# 18-01 (Phase 2D) | Due: August 27, 2026



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Fee Schedule / Not to Exceed Fee Proposal (Separate Sealed Envelope)

Fee Proposal
Fee Schedule

August 27, 2026

John D. Strickland, Jr.
Project Manager
City of Compton
Public Works – Engineering Department
205 South Willowbrook Avenue
Compton, California 90220

Subject: **REQUEST FOR PROPOSAL FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ANNUAL RESIDENTIAL REHABILITATION PROJECT CIP# 18-01 (PHASE 2D)**

Dear Mr. Strickland,

Fountainhead Consulting Corporation, a California Corporation certified as a Small Business Enterprise (SBE No. 1798909), is pleased to submit our proposal to provide Construction Management and Inspection Services to the City of Compton Annual Residential Rehabilitation Project CIP# 18-01 (Phase 2D).

Contact Person
Victor Valdovinos, PE, QSD/P
Project Director
7950 Cherry Avenue, Suite 103
Fontana, California 92336
Cell: 714.609.6814
vvaldovinos@fountainheadcorp.com

Fountainhead focuses on Project Management, Construction Management, Inspection, Project Controls and Document Control / Labor Compliance, and Public Relations; and on three market sectors: Transportation / Infrastructure, Buildings / Facilities and Utilities. Our **project experience includes, but is not limited to transportation construction projects, roadway improvements, bridge construction and widenings, traffic signals, flood control, sewers, storm drains, buildings, and water construction projects.** Fountainhead will assist the City to deliver quality public works projects, increasing public safety and enhancing local infrastructure by offering the following key benefits:

- **Extensive Local Experience** with a proven track record of successful delivery of projects similar to the City of Compton's Annual Residential Rehabilitation Project CIP# 18-01 (Phase 2D) for the last 11 years, as well as locally and regionally, including Los Angeles County, Caltrans District 7, 8, 11 and 12, and various local cities and counties.
- **Flexible and Responsive Staffing.** The Fountainhead Team is available immediately and includes a large pool of specialty resources ready to meet your needs quickly and cost effectively. In addition, our staff have been hand-selected to address the specific requirements for this assignment. Fountainhead's team is unmatched with our deep pool of local resources, including experienced, qualified and trusted engineers, construction inspectors and specialty inspectors with stormwater and drainage facilities, bridges, structures, roadway improvements, water quality compliance, buildings, flood control, sewers, storm drains, and water construction project experience.

Understanding the City of Compton's Needs

Fountainhead understands the City's need for experienced professional CM and Field Construction Inspectors with Grind and Overlay experience. Fountainhead delivers projects and services on time and within budget by establishing clear lines of communications and by providing the depth of qualified resources. We understand how to mobilize quickly so that the Public Works' projects are a priority. **Fountainhead team members have extensive experience understanding Roadway and Pavement Rehabilitation projects. In fact, since 2014 most of our proposed staff have worked on Public Works Street Rehabilitation Projects.**

Similar recent similar projects include, but are not limited to:

- City of Corona, Citywide Pavement Rehabilitation
- City of Pico Rivera's Rosemead Blvd. Rehab and Water Main Replacement
- City of Glendale, Verdugo Boulevard Rehabilitation Project
- City of Indio, Jefferson Street / Ave 48 Rehabilitation
- City of Indio, Avenue 42 Improvements
- City of Indio, Jackson Street Interconnect Electrical / Traffic Signal Rehab
- City of Rialto, Pot Holing Repairs on Cedar Ave & Valley Blvd.
- City of Rialto, I-10 / Cedar Ave Improvements
- City of Whittier, Nelles at the Grove in Whittier
- City of Whittier, Whittier Blvd Rehabilitation
- City of Camarillo's Daily Drive Sidewalk & Gutter Replacement
- City of Camarillo, City Street Trees & Sidewalks – Mission Oaks Area Improvements
- City of Camarillo, 2019 – 2021 Annual Resurfacing Inspection
- City of Yorba Linda, FY '22-'23 Annual Pavement Preservation Project (Zones 5 & 6B)
- City of Yorba Linda, FY '23-'24 Annual Pavement Preservation Project (Zone 7)
- City of Yorba Linda, FY '24-'25 Annual Pavement Preservation Project (Zones 5, 6, & 7)
- County of Los Angeles, New York Drive Reconstruction
- County of Los Angeles, Willowbrook Area Access
- County of Los Angeles, Hubbard Street Paving Rehab
- County of Los Angeles, Simmons Avenue Paving Rehab

Experience You Can Count On

Our Project Director, Victor Valdovinos, PE, QSD/P has more than 32 years of project management and construction management experience on public works infrastructure projects and heavy civil construction. Victor is an innovative thinker with the ability to identify productive solutions. He has served positions of leadership and successfully delivered over $2 billion in various types of projects for federal (FEMA & FHWA), state, city, county, public works, water districts, sanitation districts, transportation authorities, and various private utility agencies. Victor's experience includes but is not limited to Orange County Public Works and Engineering Services, OCTA / Caltrans District 12 Oversite of the SR-55 Widening from SR-405 to I-5, Orange County Transportation Authority (OCTA)'s Tustin / Rose Grade Separation, and Caltrans District 12's I-5 Reconstruction.

Our Construction Manager, Javier Soto, PE, PMP, QSD/P has over 31 years of experience in project management, construction management, inspection, and public relations across Southern California. His extensive background includes work with Caltrans Districts 7 and 12, the Orange County Transportation Authority, and various cities such as Corona, Rialto, Yorba Linda, San Bernardino County, and the County of Orange Public Works Department. His experience includes but is not limited to Caltrans District 7's and 12's On-Call Construction Engineering, City of Yorba Linda's FY 22/23, FY 23/24 and FY 24/25 Annual Pavement Preservation Project, County of San Bernardino's Redwood Avenue and Other Roads Overlay, the City of Corona Citywide Pavement Rehabilitation Project and the County of Orange Public Works Department's Antonio Parkway Grind and Overlay North and South in Unincorporate Ladera Ranch to name a few.

As the President of Fountainhead, I am authorized to bind Fountainhead to the Compton Professional Services Agreement on behalf of the firm. We look forward to presenting our project team and discussing our experience in more detail. If you have any questions or need additional information, please contact Victor Valdovinos, PE at 714.609.6814 or via email at vvaldovinos@fountainheadcorp.com.

Very truly yours,



Ivan S. Benavidez, Jr, PE
President

Section A

COMPANY OVERVIEW





A. COMPANY OVERVIEW

Firm Introduction

Fountainhead Consulting Corporation, (Fountainhead) is a leading provider of core services specializing in project management, construction management, construction inspection, specialty inspection, labor compliance services, contraction administration and coordination.

Fountainhead's team members offer more than 75 years of combined experience in public works and construction projects, including, but not limited to pre-construction, construction, and post construction of transportation / infrastructure, street and roadway pavement rehabilitation; ADA curbs, ramps, gutters and sidewalk modifications; bridges / interchanges; storm drains, sewers and drainage systems construction / modifications; traffic signal upgrades and safety improvement projects; buildings and facilities, parks and playgrounds, and land development.

Fountainhead is your trusted partner of choice for all your construction management and inspection needs. We aim to reduce your risk and develop your business through high-quality services meeting defined standards and regulations.

Fountainhead's complete array of services provides our partners and clients with cost effective and efficient services and solutions to their project management, construction management, and inspection services requirements covering all aspects and phases of pre-construction, construction, and post-construction.

Legal Name and Corporate Address
Fountainhead Consulting Corporation
7950 Cherry Avenue, Suite 103
Fontana, California 92336
T: 909.730.4913

Years in Business
14 Years

Type of Entity
California S Corporation
DBE No. 41892
SBE No. 1798909

Contact Information
Victor Valdovinos, PE, QSD/P
Project Director
7950 Cherry Avenue, Suite 103
Fontana, California 92336
C: 714.609.6814
vvaldovinos@fountainheadcorp.com

Services Include	Projects Include
• Construction Management • Construction Inspection • Specialty Inspection • Staff Augmentation • Program/Project Management • Project Controls • CPM Scheduling • Claims Analysis • Document Control • Labor Compliance • Design-Build Support • Development Assistance	• Roads and Streets Rehab • Freeways and Highways • Structres and Bridges • Storm Drainage / Sanitary Sewer Structures • Buildings and Facilites • Utilities / Traffic Signals and Communication Systems • Infrastructure | Storm Drains • Parks and Community Centers • Commercial and Industrial Developments | • Safety Improvements

Fountainhead's Clients Include

City of Pico Rivera | City of Cerritos
City of Indio | City of Rialto
City of Riverside | City of Yorba Lina
City of Desert Hot Springs | City of Fontana
City of Moreno Valley | City of Corona
City of Whittier | City of Glendale
City of Santa Monica | City of Ontario
City of Carson | City of Camarillo
City of Irvine | City of Anaheim
County of Los Angeles
County of San Bernardino
County of Riverside
Imperial County
Orange County Transpiration Authority
San Bernardino County Transportation Authority
Riverside County Transportation Department
City, County & Port of San Diego
Caltrans Districts 7, 8, 11 & 12
Ontario International Airport Authority





Qualifications and Experience with Previous Projects

Fountainhead's team members offer more than 100 years of combined experience with Project / Construction management and inspection services for Street Resurfacing Projects for City and County Public Works, infrastructure, transportation, buildings, and electrical projects for lighting, traffic signals, traffic control, and utilities projects.

Roadway Improvements projects include:

City of Yorba Linda, FY '22-'23 Annual Pavement Preservation Project, FY '23-'24 Annual Pavement Preservation Project and FY '24-'25 Annual Pavement Preservation Projects, Yorba Linda, CA

Fountainhead provided CM and inspection services for the City of Yorba Lindas's Annual Pavement Preservation projects. The City of Yorba's Annual Pavement Preservation includes various roads and sidewalks in Zone 5, 6 and 7) in the City of Yorba Linda, California. Project included over 350,000 SY of **Type 1 & 2 slurry and over 50,000 tons of asphalt overlay**. The project included adjusting over 1200 water district manholes and water valves, protecting vital roadway infrastructure servicing primarily residential areas and provided ADA compliant curb ramps at over 270 locations in the City. Project Cost $11 Million for FY '22-'23, $3.1 Million for FY '23-'24 and $3.4 Million for FY '24-'25.

City of Corona, Citywide Pavement Rehabilitation, Corona, CA

The project includes Cold milling and overlay, Rubberized Emulsion Aggregate Slurry (REAS) Type II application, Crack sealing, Concrete improvements (e.g., sidewalks, ADA-compliant curb ramps, curbs and gutters, driveways), Utility adjustments (manholes, water valves, survey monument boxes), Implementation of new traffic striping and signage, and traffic loops, and Traffic control per approved plans, Pedestrian & Accessibility Upgrades such as ADA-compliant curb ramps, sidewalks, driveways. Project Cost $20 Million.

City of Placentia, On-Call Citywide Street Rehabilitation, Placentia, CA

The project includes street improvements work along with signing and stripping at various City streets, and traffic signal upgrades at two intersections. Project also includes AC and PCC work such as AC grinding and overlay by ARHM/AC, AC Pavement reconstruction, PCC sidewalks, driveways, curb and gutter removal and replacement. Project also bus pads, existing sidewalk grinding, adjustment of utility structures, drainage structures, loop detectors placement, adjustment to traffic signal cameras, signing and striping, and pavement markings. Project Cost: $2 Million.

City of Camarillo Road Improvements - Annual Resurfacing Projects, Camarillo, CA

Responsible for various street paving, drainage, lighting, fencing, and landscaping. Responsible for grade checking, inspection of HMA pavement, removal and resurfacing, construction of concrete pavement, sidewalk, curb & gutter, curb ramp, V-gutter, drainage and sewer system, grouted rock strip, landscaping, retaining wall, striping and verification of SWPPP implementation, traffic control, and safety. removal of asphalt and concrete pavement.

City of Pico Rivera, On-Call Rosemead Blvd Pavement Resurfacing and Water Main Replacement, Pico Rivera, CA

Responsible for construction inspection services for various projects including roadway embankments, grade checking using survey stakes, hot mixed asphalt (HMA), PCC paving, city's annual resurfacing, sidewalk and curb and gutter construction. Project Cost: Various.

County of Orange Public Works Department, Antonio Parkway Grind and Overlay North and South in Unincorporate Ladera Ranch, Ladera Ranch, CA

Projects consisted of lowering the utilities (manholes, water valves, etc.) prior to grind, Glasspave 25 install prior to overlay, 2" grind and overlay with ARHM with rock dust blotter application prior to opening traffic to prevent tracking and tire adhesion delamination, and 2 coats of striping. Provide Construction management/inspection, project schedule review, progress payments to contractor, Request for Information (RFI) submittals, project close out acceptance. Ensured proper traffic control, appropriate NPDES BMPs installed and maintained, reviewed Quality Assurance materials testing for compliance with project specifications. Project Costs $3.3 Million.



County of Orange Public Works Department, Special Projects Division, Orange, CA
Manage the pavement maintenance program for the county with annual asphalt overlay and slurry seal projects of over $14 million annually. Construction work performed ranged from Asphalt grind and overlays utilizing Asphalt Concrete (AC) Type III and/or Asphalt Rubber Hot Mix (ARHM) to slurry seals, microsurface, seal coats, cape seals with Asphalt-Rubber Aggregate Membrane (ARAM). Project Cost $14 Million annually.

County of San Bernardino, Redwood Avenue and Other Roads, Fontana, CA
The project included construction of approximately 4.7 miles of Mill and Overlay with 1.64 miles of leveling course needed only on Redwood Ave. Additionally, damaged sidewalks were repaired as noted in previous discovery efforts. Responsible for grade checking, inspection of HMA pavement, removal and resurfacing, construction of concrete pavement, sidewalk, curb & gutter, curb ramp, V-gutter, drainage and sewer system, grouted rock strip, landscaping, retaining wall, striping and verification of SWPPP implementation, traffic control, and safety. Project Cost $4.5 Million.

City of Rialto, Merrill Avenue Improvements, Rialto, CA
Responsible for roadway and sidewalk projects per plan, specification, and special provisions. Performed site inspection duties, safety checks of the field personnel and construction tools and equipment, verification of SWPPP implementation and traffic control. RFIs Submittal, Change Orders, Inspection and Survey Requests.

Caltrans District 7, SR-33 and SR-150 Emergency Projects, Ventura, CA
Responsibilities included overseeing multiple concurrent emergency projects, managing construction delivery by coordinating with various contractors, and assigning daily field inspections to document all activities, labor, and equipment usage. Collaborated with the Caltrans team, including Design, Environmental, Geotechnical, Survey, and Maintenance staff, to establish scope of work, address construction RFIs, and ensure effective communication with the public and other agencies. Additionally, oversaw several other projects, including drainage inlet lining and the restriping of SR-33 to install bike lanes with a buffer zone in each direction. Also, oversaw various other projects which included drainage inlet lining, restriping SR33 highway to install bike lanes with buffer zone in each direction. Project Cost: $78 Million.

Caltrans District 12, On-Call Roadway Construction Inspection Services, Orange County, CA
Performed roadway construction inspection, quantity calculations, checking grade and alignment, traffic control review, lane closures, and assuring compliance with project plans and specifications.

Orange County Public Works, On-Call Roadway Construction Inspection Services, Orange County, CA
Responsible for various construction projects including cold milling and asphalt overlay (Rubber Hot Mix Asphalt (RHMA) and pedestrian/bicycle bridge. Coordinated material testing in accordance with project specifications and monitored asphalt temperatures during the paving operations.

Caltrans District 12 (EA 12-19000036), Laguna Beach Roadway Improvements, Irvine, CA
Responsible for implementing Public Roadway Project per plans, specifications, and special provisions in terms of managing, scheduling, and budgeting. Performed site inspection duties, safety checks of the field personnel and construction tools and equipment. Project Cost $10 Million.

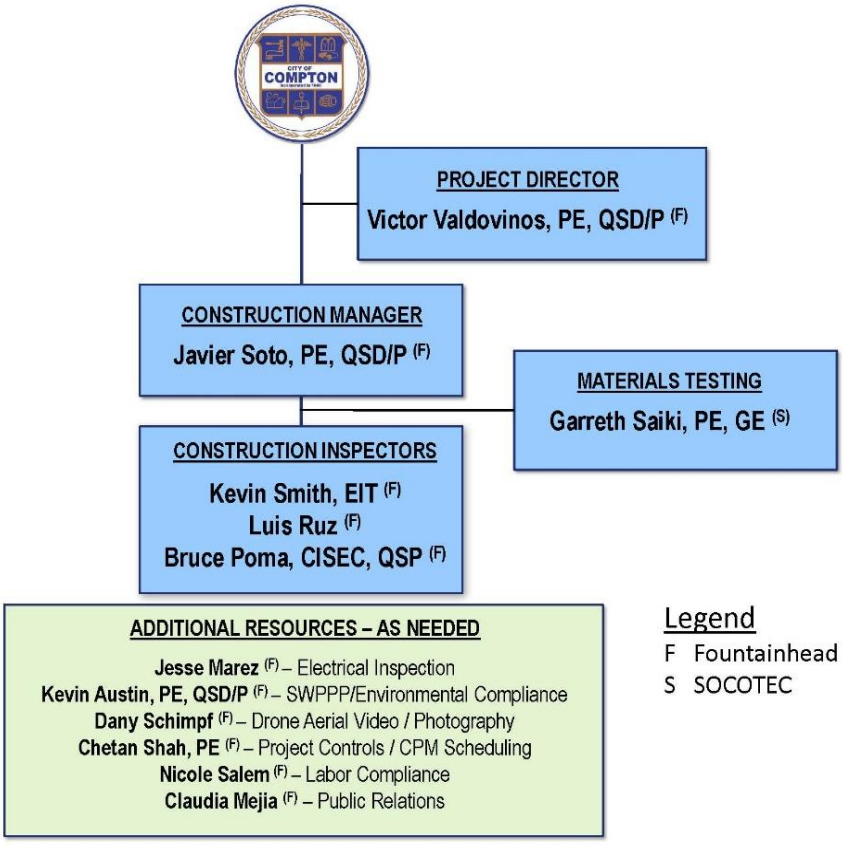
City of Rialto, On-Call Construction Management, Inspection & Support Services for Riverside Avenue – Central Segment Improvement Project, Rialto, CA
The Riverside Avenue project spans approximately 1.5 miles, from I-10 and south of the I-210 freeway. Responsible for various street paving, drainage, lighting, fencing, and landscaping. Responsible for grade checking, inspection of HMA pavement, removal and resurfacing, construction of concrete pavement, sidewalk, curb & gutter, curb ramp, V-gutter, drainage and sewer system, grouted rock strip, landscaping, retaining wall, striping and verification of SWPPP implementation, traffic control, and safety. removal of asphalt and concrete pavement. Project Cost: $4.1 Million.



Organizational Chart

Fountainhead is prepared to assist the City to successfully complete the Annual Residential Rehabilitation Project CIP# 18-01 (Phase 2D) assignment under this contract by providing construction engineering services that emphasize: an experienced project team, a dedication to providing quality services, and a commitment to serving you effectively.

Fountainhead has carefully selected talented professionals with extensive experience and knowledge to accomplish The City's Annual Residential Rehabilitation Project CIP# 18-01 (Phase 2D) construction management and inspection goals. Fountainhead's organizational chart represents our proposed overall management organization for the City's contract.



Personnel Qualifications

The primary focus of our organization is two-fold: 1) to provide high-quality construction inspection staff to the City in a timely manner; and 2) to ensure that the City is fully satisfied with our staff's performance. This is achieved by having experienced personnel engaged in this assignment who effectively and professionally interact with the City's employees and contractor personnel.

Project Director, Victor Valdovinos, PE, has more than 32 years of project management and construction management experience on public works infrastructure projects and heavy civil construction. Victor is an innovative thinker with the ability to identify productive solutions. He has served positions of leadership and successfully delivered over $2 billion in various types of projects for federal (FEMA & FHWA), state, city, county, public works, water districts, sanitation districts, transportation authorities, and various private utility agencies. Victor's experience includes but is not limited to Orange County Public Works and Engineering Services, OCTA / Caltrans District 12 Oversite of the SR-55 Widening from SR-405 to I-5, Orange County Transportation Authority (OCTA)'s Tustin / Rose Grade Separation, and Caltrans District 12's I-5 Reconstruction.

Construction Manager, Javier Soto, PE, QSD/P has over 31 years of experience in project management, construction management, inspection, and public relations across Southern California. His extensive background includes work with Caltrans Districts 7 and 12, the Orange County Transportation Authority, and various cities such as Rialto, Yorba Linda, San Bernardino County, and the County of Orange Public Works Department. His experience includes but is not limited to the City of Corona's Citywide Pavement Rehabilitation Project, Caltrans District 7's and 12's On-Call Construction Engineering, City of Yorba Linda's FY 22/23 and FY 23/24 Annual Pavement Preservation Projects, County of San Bernardino's Redwood Avenue and Other Roads Overlay, and County of Orange Public Works Department's Antonio Parkway Grind and Overlay North and South in Unincorporate Ladera Ranch to name a few.



Materials Testing Subconsultant Garreth Saiki, PE, GE with SOCOTEC previously Ninyo & Moore, brings 39 years of experience with Materials Testing as part of Quality Control / Quality Assurance. Fountainhead has worked together with SOCOTEC (Ninyo & Moore) for over 5 years and is confident of their abilities to support Materials Testing. His experience includes On-Call Geotechnical and Materials Testing for the City of Yorba Linda, On-Call Geotechnical and Environmental Services for the City of Los Angeles where he was responsible for various fire stations, parks, recreational facilities and community centers, and various street projects, to name just a few.



Construction Inspector, Kevin Smith, EIT has more than 20 years of experience administering construction projects that exceed $30 million annually. He is experienced in planning, coordinating, scheduling, and monitoring construction projects to ensure projects were on budget and closed timely. He advises senior management on technical and strategic issues as well as developing and recommending solutions to problems. In addition, he performs construction inspection of bridges, highways, and public works projects in accordance with Caltrans standard plans and specifications as well as Greenbook standards. His experience includes the I-10 Widening Project for Caltrans District 7, SBCTA / Caltrans Oversight, SR-210 Widening of 10 bridges on SR-210 Freeway, E/B and W/B from Pioneer Avenue to Del Rosa Avenue for the SBCTA with Caltrans Oversight, and the I-215 Widening from Scott Road to Nuevo Road for Riverside County Transportation Commission (RCTC) / Caltrans District 8 Oversite and the City of Corona Citywide Pavement Rehabilitation Project just to name a few.

Construction Inspector, Luis Ruz brings more than 20 years of experience administering construction projects that exceed $30 million annually. He is experienced in planning, coordinating, scheduling, and monitoring construction projects to ensure projects were on budget and closed timely. He advises senior management on technical and strategic issues as well as developing and recommending solutions to problems. In addition, he performs construction inspection of bridges, highways, and public works projects in accordance with Caltrans standard plans and specifications as well as Greenbook standards. His experience includes Roadway Inspector for EA 07-0W1403 which included cold place AC pavement and RHMA-G from Big Sycamore Maintenance Station and Park to South of Galleguas Creek Bridge for Caltrans District 7, Construction Inspector for Caltrans District 8 to remove Concrete Pavement and Place HMA and JPCP for I-10 Ramp Termini from Beaumont to the 111 Connector, and Construction Inspector for Caltrans District 8, responsible for inspecting various federal projects along I-40 and I-101, including concrete pours, HMA overlays, cold plane asphalt, AC grinding, and rubberized HMA.

Construction Inspector, Bruce Poma, QSP, CISEC has more than 20 years of experience administering construction projects that exceed $30 million annually. He is experienced in planning, coordinating, scheduling, and monitoring construction projects to ensure projects were on budget and closed timely. He advises senior management on technical and strategic issues as well as developing and recommending solutions to problems. In addition, he performs construction inspection of bridges, highways, and public works projects in accordance with Caltrans standard plans and specifications as well as Greenbook standards. His experience includes but is not limited to the City of Corona's Citywide Pavement Rehabilitation Project, City of Yorba Linda's FY 23/24 and FY 24/25 Annual Pavement Preservation Projects, County of Orange's Tustin Asphalt Resurfacing Project, Tustin ADA upgrades Project, Santa Ana Gardens Flood Control Channel Reconstruction, Carbon Creek Channel Emergency Stabilization, and Capistrano Beach Erosion Protection Project.



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Staff Resumes

VICTOR VALDOVINOS, PE, QSD/P

Project Director

FOUNTAIN HEAD

EDUCATION

MBA California State University, Pomona, CA

BS, Civil Engineering, California State University, Pomona, CA

REGISTRATION

CA, Professional Civil Engineer, No. 54687

Qualified SWPPP Developer

OFFICE: Fontana, CA

Mr. Valdovinos has over 32 years of extensive professional engineering and project delivery experience in government infrastructure. Having worked directly for the County of Orange for eight years, directly for the California Department of Transportation (Caltrans) for 14 years, and as a consultant for Orange County Transportation Authority (OCTA) for three years, Victor understands State, various agencies, County and City expectations and brings insider knowledge of government and Caltrans policies and procedures. Victor's management background includes multi-discipline Construction management using state-of-the-art technical design and tracking processes, developing effective working relationships with internal clients and regional funding agencies, as well as local municipalities. Victor combines his knowledge and experience with strong leadership, management, and technical skills to meet and exceed client standards set for the constituents they represent. As a Project Manager / Resident Engineer for Orange County Transportation Authority (OCTA) for three years, Victor understands State, County, City, and funding agency expectations and brings insider knowledge of government and Caltrans policies and procedures to the project.

RELEVANT PROJECT EXPERIENCE

Caltrans District 7, I-10 Widening from the SR-57 Interchange to Indian Hills Boulevard, Pomona, CA
Senior Resident Engineer. Victor was responsible for $50 million constructing five bridges and 6 miles of freeway widening, five bridges: 11-miles of Retaining Wall / Soundwall. Responsible for coordinating with third-party entities such as the public, adjacent projects, local agencies, utility companies, consultants and other stakeholders. Project Cost: $50 Million.

Caltrans District 7, SR-57/SR-60 Interchange, Diamond Bar and City of Walnut, CA
Senior Resident Engineer. This $60 million project constructed 2.4 miles of direct-connect high occupancy vehicle (HOV) lanes (one lane in both directions) from the SR-57 to the SR-60 using 11-foot diameter, 100-feet-long CIDH (wet hole) piles with the slurry displacement method, two CIP/post-tension box girder bridges and 29 span bridges. The project also used soil cement, soil nail walls, retaining walls, MSE walls and sound walls and installed wick drains. Responsible for construction administration, inspection and infrastructure, including roadway rehabilitation and reconstruction, grading, staging and detour design, pavement delineation, storm drainage, utility evaluation, structure construction, landscape coordination, construction cost estimating, technical report preparation and specifications. Project Cost: $60 Million.

San Diego Association of Governments (SANDAG), San Diego River Double Track (SDARDAT) (CMGC)
Project Manager / Resident Engineer This project includes the replacement of the existing San Diego River Bridge Track Bridge with a double track; the project added a second main track from Tecolote Road to just north of the Old Town Transit Center. The new 0.9-mile track connects to existing double track at each end, resulting in a continuous seven-mile double track segment for the southernmost portion of the LOSSAN coastal rail corridor from Garnet Avenue/Balboa Avenue to the Santa Fe Depot. The project includes the construction of a 7-span double track bridge over the San Diego River. Construction also included 1,000 ft of MSE wall, and drainage improvements. Victor's responsibilities included managing the complete project CM staff and contract execution and overall quality assurance and related documentation for the construction project. He was the single point of contact for the contractor on all issues, including the evaluation and resolution of potential and active change orders pertaining to project construction. Project Cost: $64 Million.



OCTA, Tustin / Rose Grade Separation, Anaheim and Placentia, CA
Construction Manager / Resident Engineer This $38 million project includes raising arterial Tustin/Rose Avenue over the existing dual Burlington Northern and Santa Fe (BNSF) railroad tracks, Attwood Channel, and Orangethorpe Drive by constructing one 450-foot-long, four-span, eight-lane-wide bridge founded on 10 96-inch CIDH piles and driven concrete piles. It also merges with a box girder bridge with pre-stressed concrete girders over the BNSF tracks. One 450-foot-long, four-span, eight-lane-wide bridge; 10 96-inch CIDH and driven concrete piles. Victor was responsible for contract execution and overall quality of work and related documentation. He is the single point of contact for the contractor on all issues, including the evaluation and resolution of potential and active change orders pertaining to project construction. Project Cost: $38 Million.

Caltrans District 12, I-5 Reconstruction from Katella to State College, Anaheim, CA
Resident Engineer Responsible for this $60 million, one mile of complete freeway reconstruction. This project included the I-5 freeway reconstruction in a major urban setting adjacent to Disneyland, from Katella Avenue to State College Boulevard. He was responsible for construction administration and inspection. He was the single point of contact for all public outreach aspects of construction, reconstruction, grading, staging detour design, pavement delineation, storm drainage, utility evaluation, relocation and design, landscape coordination, cost estimating, and specifications. Project Cost: $60 Million.

Caltrans District 12, SR-55 Construction Project, City of Tustin and City of Orange, CA
Resident Engineer for the $62 million SR-55 construction project within the Cities of Tustin and Orange. Constructed three bridges over the SR-55 freeway and placed two miles of sound walls, installed six signalized intersections placed over three miles of storm drains including RCP, HDP, and drainage inlets. Assure contract compliance with plans and specifications, permits, and design standards. Project Cost: $62 Million.

Orange County Public Works and Engineering Services, Various Projects, Santa Ana, CA
Construction Manager. Responsible for the Construction Program for the County of Orange which included a variety of capital improvement projects for both road and flood facilities. These projects widened Ortega Highway, constructed the Los Alamitos Pump Station, and widened the Fullerton Creek Channel. Responsible for processing monthly progress payments and contract change orders to the contractor, making recommendations to the county Board of Supervisors, reviewing and approving construction project schedules, authorizing expenditures of public funds and, overseeing the Public Works Construction Division activities, operating policies, construction of projects and staffing**.** Project Cost: $300 Million.

Rancho Mission Viejo Development, Cow Camp Road 2A, Rancho Mission Viejo, CA
Resident Engineer. Responsible for ensuring compliance with plans and specifications on all phases of construction improvements and contract administration including CCOs and scheduling analysis. This $32 million construction project includes a 1,400 ft long, 8-span, cast-in-place concrete box girder bridge. The project consists of constructing a new bridge; drainage systems; and utility relocations over the Gobernadora Creek that connects to the San Juan Creek in the County of Orange. Prepared, tracked, and managed change orders; documented project issues and conditions, maintained organized and detailed records; and obtained permits. Processed and checked the monthly progress payments and performed field construction. Project Cost: $32 Million.



JAVIER SOTO, PE, PMP, QSD/P

Construction Manager

FOUNTAIN HEAD

EDUCATION

MS, Civil Engineering, University of California, Irvine

BS, Civil Engineering, University of California, Irvine

REGISTRATIONS

CA, Civil Engineer, No. 56938

Qualified Stormwater Developer (QSD), No: 22301

Qualified Stormwater Practitioner (QSP), No. 20899

Project Management Professional (PMP), No. 1862750

10-Hour Cal/OSHA: General Industry Safety and Health

ACI Concrete Field-Testing Technician – Grade I

AREAS OF EXPERTISE

Project Management
Construction Management
Contract Administration
Traffic Control
Project Controls
Public Agency Coordination
GreenBook Experience
Caltrans & LAP Manuals
Roadway Improvements
LCB & JPCP Concrete Pavement Experience
HMA & PHMA Paving
Traffic Management / Closures

OFFICE – Fontana, CA

Javier is a highly skilled public works engineer with over 31 years of experience in public works including over 15 years with design of roadway and bridges and over 15 years in construction as a Resident Engineer. Javier is well versed with both Greenbook and Caltrans Specifications and Standard Plans and has served as the Greenbook Surface Committee Chairman. He especially emphasizes on quality control, project safety and NPDES requirements. His expertise includes AC and PCC paving, traffic control, roadway excavation, flood control, sewers, drainage, soils testing, steel inspection and major public works projects. Javier successfully managed the horizontal Job Order Contract (JOC) program for the County of Orange for over seven years, overseeing annual project deliveries exceeding $40 million. His responsibilities encompassed contract administration, project status monitoring, tracking contract expenditures, conducting meetings, collaborating with contractors, and ensuring compliance with environmental permit requirements. Javier is skilled at preparing and maintaining comprehensive project documentation, including labor and equipment records, as well as labor compliance reports. Additionally, he monitors construction budgets and schedules, processes change orders and field design changes, and attends pre-construction meetings.

RELEVANT PROJECT EXPERIENCE

City of Corona, Citywide Pavement Rehabilitation, Corona, CA
*Construction Manager***.** The project includes Cold milling and overlay, Rubberized Emulsion Aggregate Slurry (REAS) Type II application, Crack sealing, Concrete improvements (e.g., sidewalks, ADA-compliant curb ramps, curbs and gutters, driveways), Utility adjustments (manholes, water valves, survey monument boxes), Implementation of new traffic striping and signage, and traffic loops, and Traffic control per approved plans, Pedestrian & Accessibility Upgrades such as ADA-compliant curb ramps, sidewalks, driveways. Project Cost: $18 Million.

City of Yorba Linda, FY 22/23 Annual Pavement Preservation Project, Yorba Linda, CA
Construction Manager. The project covers a large area (Zone 5 and 6B) of Yorba Linda consisting of residential streets, local collectors, and arterial roadways. The work on this project consists of cold milling, micro-milling, asphalt concrete overlay of over 50,000 tons, asphalt concrete dugouts, slurry seals, construction of over 200 curb ramps (Caltrans standard plan A88A / A88B), construction of curb and gutter, drainage system, manholes/valve covers adjust to grade, installation of 30 loop detectors, pavement striping/markings. Coordination with various utility companies relating to the adjustment to the grade of their utilities. Cost: $11 Million.

City of Yorba Linda, FY 23/24 Annual Pavement Preservation Project, Yorba Linda CA *Construction Manager.* The project encompasses a significant area (Zone 5, 6 & 7) of Yorba Linda featuring residential streets, local collectors, and arterial roadways. The scope of work includes cold milling, micro-milling, asphalt concrete overlay of over 4,500 tons, asphalt concrete dugouts, 130,000 SY of slurry seals, construction of 32 curb ramps (Caltrans standard plan A88A / A88B), manholes/valve covers adjust to grade, installation of 10 loop detectors, pavement striping/markings. Additionally, coordination with various utility companies is required to adjust to the grade of their utilities. Project Cost: $3.1 million.



County of San Bernardino, Job Order Contracting Program
Project Manager. Led the development of the Pavement Maintenance Job Order Contracting (JOC) program for the San Bernardino County Department of Public Works. This included the creation of JOC program documentation, a Construction Unit Price Catalog, technical specifications in compliance with the 2023 Caltrans standards, and other contractual JOC materials. Worked closely with the Public Works team to establish and refine these documents, ensuring alignment with departmental needs. The first year of the JOC program resulted in over $4 million in pavement maintenance contracts.

Caltrans District 7, SR-33 and SR-150 Emergency Projects, Ventura, CA
Lead Assistant Resident Engineer. Responsibilities included overseeing multiple concurrent emergency projects, managing construction delivery by coordinating with various contractors, and assigning daily field inspections to document all activities, labor, and equipment usage. Collaborated with the Caltrans team, including Design, Environmental, Geotechnical, Survey, and Maintenance staff, to establish scope of work, address construction RFIs, and ensure effective communication with the public and other agencies. Additionally, oversaw several other projects, including drainage inlet lining and the restriping of SR-33 to install bike lanes with a buffer zone in each direction. Also, oversaw various other projects which included drainage inlet lining, restriping SR33 highway to install bike lanes with buffer zone in each direction. Performed / supervised inspection of work in various disciplines as required. Verified and documented that all materials received for the project are in conformance with the approved submittal, handled and stored appropriately and are acceptable for use in the project. Assisted in resolution of non-conformance reports and coordinate quality assurance program with contractors. Maintained the project "as-built" drawings daily. Assembled and forwarded project closeout documents that include O&M manuals, and As-Builts. Assisted Resident Engineers and Structure Representatives to draft CCOs and supporting cost estimates. Project Cost: $50 Million

County of San Bernardino, Redwood Avenue and Other Roads Overlay, Rialto, CA
Lead Construction Inspector overseeing a $3 million roadway overlay project within the unincorporated County area of San Bernardino adjacent to the City of Fontana. The project consisted of 4.7 miles of mill and overlay with 1.64 miles of GlassPave 50 interlayer, localized asphalt roadway edge repairs, reconstruction of AC Dikes, concrete sidewalk and curb & gutter repairs and striping. Provided pre-constructions services such as a constructability review in verifying the bid quantities by conducting field measurements, reviewing project specifications to address outstanding items prior to start of work. Reviewed contractor submittals and RFI's during the project and maintained an open line of communication with Contractor to address field issues and identify potential conflict issues or deficiencies to the appropriate parties. Provided onsite asphalt paving inspection, concrete pour inspection, asphalt dike placement and verified all work was completed in conformance with project plans and specifications. Coordinate with the contractor foreman, construction crew staff, soils technicians, maintained daily activity logs and daily inspection reports including project photos, prepared quantity calculation sheets and monthly pay estimates, supported and promoted a safe work environment while complying with safety rules, maintained project files and records. Project Cost: $3 Million.

County of Orange Public Works Department, Antonio Parkway Grind and Overlay North and South in Unincorporate Ladera Ranch, Ladera Ranch, CA
Resident Engineer. Projects consisted of lowering the utilities (manholes, water valves, etc.) prior to grind, Glasspave 25 install prior to overlay, 2" grind and overlay with ARHM with rock dust blotter application prior to opening traffic to prevent tracking and tire adhesion delamination, and 2 coats of striping. Oversaw the project schedule, progress payments to contractors, Request For Information (RFI) submittals, project close out acceptance. Ensured proper traffic control, appropriate NPDES BMPs installed and maintained, reviewed Quality Assurance materials testing for compliance with project specifications. Worked with internal Public Information Officer to ensure proper notification to the public, Ladera Civic Committee and local schools for proper notification and avoid any potential upcoming events within the community. Project Cost: $3.3 Million.



GARRETH SAIKI, PE, GE

Principal Engineer / Materials Testing

SOCOTEC

EDUCATION

MBA, University of California Davis

M.S., Geotechnical Engineering, University of California Berkeley

B.S., Civil Engineering, University of California Berkeley

LICENSING

CA, Professional Engineer, No. PE 49665

CA, Geotechnical Engineer No. GE2509

OFFICE: Irvine, CA

As a Principal Engineer for SOCOTEC, formerly Ninyo & Moore, Mr. Saiki provides over 39 years of project coordination experience and oversees scheduling of field activities, supervises staff-level geologists and engineers, supervises field technicians and special inspectors, reviews project plans and specifications, and reviews laboratory test results for conformance with the project documents, including the Uniform Building Code (UBC), California Building Code (CBC), Federal Aviation Administration (FAA), State Department of Transportation (Caltrans), American Association of State Highway and Transportation Officials (AASHTO), and the Standard Specifications for Public Works Construction (Greenbook). Mr. Saiki will be responsible for leading, managing, orchestrating and coordinating our materials testing and inspection services for this contract.

RELEVANT PROJECT EXPERIENCE

City of Yorba Linda, On-Call Geotechnical and Materials Testing, Yorba Linda, CA
Principal Engineer retained to provide on-call engineering, geotechnical and materials testing and deputy inspection, as well as environmental consulting services during various construction and reconstruction type projects located throughout the City. Ninyo & Moore's on-call environmental and geotechnical engineering, as well as materials testing and deputy inspection services included project coordination and management, in order to assist the City in maintaining fiscal budgets.

City of Los Angeles, On-Call Geotechnical and Environmental Services, Los Angeles, CA
Principal Engineer providing oversight and technical review of reports for the on-call geotechnical and environmental services contract with the City of Los Angeles Bureau of Engineering, Geotechnical Division. Services include geotechnical design, evaluation, preparing geotechnical data and investigation reports, as well as construction support services, including geotechnical observation and testing during construction utilizing our City of Los Angeles-certified Deputy Grading Inspectors, environmental hazardous materials evaluation, and geotechnical construction support services. These projects have included fire stations, recreational facilities, community centers, and various street projects.

County of Los Angeles, Department of Public Works, As-Needed Materials Testing, Pavement Mix Design and Inspection Services, Los Angeles, CA
Project Manager retained to provide as-needed materials testing, pavement mix design and inspection services during the various construction and reconstruction type projects located throughout Los Angeles County, California. Geotechnical and materials engineering, as well as field materials testing and deputy inspection personnel have worked closely with the Los Angeles County Department Public Works staff in order to assist in them in ensuring that each project is constructed in accordance with the approved documents.

City of Long Beach Airport, Construction Materials Testing Services for Various Projects, Long Beach, CA
Principal-in-Charge providing oversight services during the construction of the Phase II Terminal Area Improvements Project (P2TAIP) located 4100 Donald Douglas Drive, in Long Beach, California. Services include geotechnical testing and inspections in accordance with the City of Long Beach's Building Department requirements. P2TAIP is subdivided into several components. Each component represents a separate project and will be executed in several phases, with an anticipated completion date in 2024.



Generally, the P2TAIP involves construction of a new TSA screening building (CBIS- Component 1A) including an outbound baggage carousel structure, a new ticketing building (Component 2), a new baggage claim area (Component 1B), restoration of the historic terminal building (Component 3A), relocation of rental car facilities (Component 3B), and a new concession building (Component 4). Services included testing and inspection of geopiers, earthwork, concrete, reinforcing steel, structural steel, high-strength bolting, fireproofing, and post-installed anchors.

County of Orange, On-Call Construction Inspection and Materials Testing Services, Orange, CA
Principal Engineer providing oversight for on-call materials testing services during the various construction and reconstruction type projects located throughout Orange County, California. Our geotechnical and materials engineering, as well as field materials testing and deputy inspection personnel have worked closely with the Counties staff in order to assist in them in ensuring that each project is constructed in accordance with the approved documents.

Port of Long Beach, On-Call Testing, Long Beach, CA
Principal Engineer for the Port of Long Beach (POLB) to provide on-call materials testing and inspections services in support of various POLB's Capital Improvements Program (CIP). The CIP consisted of a variety of construction projects, including demolition of existing facilities (buildings, structures, landscaping, and utility systems); new construction and improvements to intermodal rail yards; roadways; bridges; commercial office buildings; industrial buildings; utilities; grading and paving; fencing; and communication systems. Services included as-needed geotechnical engineering and construction materials testing and inspection services for existing structures as well as support of new construction projects. Mr. Saiki provided project oversight and technical guidance to the department staff.

METRO, On-Call Construction Laboratory Testing Bench Services, Los Angeles, CA
Principal Engineer for the on-call geotechnical materials testing and inspections contract for various Metro Projects. Responsibilities include contract management, attend site meetings, review project plans and specifications, provide project budgets, supervise field personnel regarding testing and sampling, assign laboratory testing, review and evaluate test data for conformance to project specifications, report test results to Metro personnel, provide engineering support services, and project consultation.

John Wayne Airport, On-Call Geotechnical, Materials Testing Services, Orange County, CA
Project Manager to provide geotechnical engineering, materials testing, construction observation, and specialty inspections services for Capital Improvement Plan (CIP) projects at John Wayne Airport (JWA) in Orange, California. CIP projects included the Paularino Gate Improvements, Southeast Airside Pavement Maintenance, Central Utility Plant Modular Office Building Installation, Terminal C Exterior Expansion Joint Cover Repair, Taxiways Delta and Echo Maintenance, Valet Parking Relocation, Terminals A and B Air Handler Unit Replacement, Terminal Roof Safety Railing Replacement, PCC Pavement Replacement at Taxiway Alpha, East Parking Zero Level Geophysical Survey, Taxi Lot Restroom project, P409 Airport Operations Center Remodel/Upgrades and other various geophysical projects.

Riverside County Transportation Department/Clay Street Grade Separation, Riverside, CA
Principal-in-Charge. Principal Engineer provided principal oversight during the materials testing and inspection during the construction of a grade separation for the existing at-grade crossing of Clay Street and the UPRR. His responsibilities included overall contract management, attending site meetings to review project plans and specifications, review and provide project budgets, and assisting the Project Manager. Project Cost: $16 Million.

City of Fontana, I-15/Duncan Canyon Interchange, Fontana, CA
Principal-in-Charge. Principal Engineer for the Duncan Canyon Interchange, realignment of Lytle Creek Road, and storm drain improvements. The new interchange included widening the existing over-crossing bridge and new freeway access ramps. Responsible for project coordination, oversight and technical support. Project Cost: $25 Million.



KEVIN SMITH, EIT
Construction Inspector

FOUNTAIN HEAD

EDUCATION

BS, Civil Engineering, Southern Illinois University

CERTIFICATION

CA, Engineer in Training, No. 099465

Caltrans Bridge Design Academy

CalOSHA 10-Hour Safety

BNSF / UP Contractor Safety

Seismic & Surveying for PE License

OFFICE: Fontana, CA

Kevin has more than 28 years of experience in Construction Engineering Management, including five 5 years of experience working directly for Caltrans Office of Structure Construction as an Assistant Transportation Engineer in District 12. In addition, Kevin has worked in Districts 7,8,11 and 12. He has a thorough knowledge of the Caltrans bridge construction methods and procedures, including review and analysis of falsework, pre-stressing, shoring, sign structures and foundations and concrete mix designs. In addition, he has performed submittal reviews and inspection of bridges, retaining walls, sign structures, and other structures large corridor and interchange projects. He also provided roadway inspections on several projects. Kevin's areas of expertise also include ARAM / JCPC / RSC / cold foam in place recycled paving, curb, sidewalk, dike, pile driving, SWPPP / WPC, and CIDH foundation. His experience includes roadway cold plane surface preparation, for HMA, monitoring proper depths according to Caltrans Standard Specifications and placement of Tack Coat. In addition, his experience includes daily tracking and documenting all quantities for CAD B input. He has a working knowledge of calculations pertaining to grading's and relative Compaction of untreated and treated soils and aggregates and their requirements. Additionally, he has Caltrans project experience with underground and above ground drainage, sewer and storm drain systems and structures, asphalt dikes and spillways.

RELEVANT PROJECT EXPERIENCE

Caltrans District 7, I-10 Widening Project, West Covina, CA

Assistant Resident Engineer. This project includes widening of the bridges and the I-10 freeway E/B and W/B and the freeway on and off ramps from Azusa Avenue to Puente Avenue. Kevin provided the roadway inspection on the Roadway Excavation, LCB, JPCP, Drainage, SWPPP and other roadway items. Kevin completed detailed daily reports and monthly pay quantities for the project and tracked and documented CCO work as needed. In addition, he attended the bi-weekly safety meetings and also submitted Safety Observation Reports. Project Cost: $140 Million.

SBCTA / Caltrans Oversight, SR-210 Widening, Redlands, CA

Lead Inspector. This project included widening of 10 bridges on the SR-210 Freeway E/B and W/B with several retaining walls and sound walls from Pioneer Avenue to Del Rosa Avenue (approximately 6 miles). Responsibilities included falsework review, field erection and removal check, provided the contractor with line and grade on all bridge widenings and various retaining walls and sound walls. Prepared, completed and checked four-scale drawings for both bridges, prepared CIDH pile logs, completed pre-stressing calculations and field verification of stressing and grouting operations on all 10 bridges on the project and maintained job files and records. Completed monthly pay estimates, daily and weekly assistant structure representative reports, and weekly Safety Observation Reports (SOR) reports. Project Cost: $125 Million.

Alameda Corridor – East / San Gabriel Valley Council of Governments, San Gabriel Trench Project, San Gabriel, CA

Construction Field Inspector. The 2.2-mile San Gabriel Trench grade separation project resulted in the lowering of a 1.4-mile section of Union Pacific railroad track in a 30-foot-deep, 65-footwide trench through the City of San Gabriel with bridges constructed at Ramona Street, Mission Road, Del Mar Avenue and San Gabriel Boulevard, allowing vehicles and pedestrians to pass over the tracks. Project Cost: $293.7 Million.



Caltrans District 12, Oso Parkway Bridge Project, Mission Viejo, CA
Inspector. The Oso Parkway Bridge project will replaced a portion of Oso Parkway with a new bridge structure to provide motorists with a direct connection between Los Patrones Parkway (a new road connecting with Rancho Mission Viejo) and State Route 241. The new bridge improves traffic flow and enhances safety on Oso Parkway and direct access to the 241 Toll Road supports traffic flow in the area. The bridge features six lanes (three in each direction), sidewalks and dedicated bike lanes for public use. Pedestrian access to Tesoro High School is improved with the construction of a new sidewalk on the south side of Oso Parkway. Kevin provided the roadway inspection on the Roadway Excavation, LCB, JPCP, Drainage, SWPPP and other roadway items. Kevin completed detailed daily reports and monthly pay quantities for the project and tracked and documented CCO work as needed. In addition, he attended the bi-weekly safety meetings and also submitted Safety Observation Reports on a monthly basis. Project Cost: $80 Million.

Orange County Transportation Authority (OCTA), I-5 HOV Improvement Project Between Avenida Pico and Avenita Vista Hermosa, Orange County, CA
Assistant Resident Engineer. This project includes shifting horizontal and vertical alignment of the I-5, building a new bridge to accommodate eight general purpose lanes and two high-occupancy vehicle (HOV) lanes, three tie-back walls, one large ground-anchored wall and ramp reconstruction. Provided field inspection of three MSE walls, one tie back anchor wall / retaining wall, and the Pico Avenue UC Bridge. He calculated monthly structure pay quantities, provided contractor with line and grade walls and bridge. Performed falsework erection and removal inspection, driven steel pile inspection, CIDH pile inspection. Sign structure review and inspection. Submit daily reports on all structures work. Project Cost: $50 Million.

Riverside County Transportation Commission (RCTC) / Caltrans District 8 Oversite, I-215 Widening from Scott Road to Nuevo Road, Perris & Menifee, CA
Senior Inspector. This project includes widening I-215 from four mixed flow lanes and (two lanes in each direction) to six mixed flow lanes (three lanes in each direction). Construction consists of new roadway structural section, including aggregate base and hot mix asphalt (HMA); reconstruction of the media shoulder through areas of outside widening; replacement of Perris Boulevard overcrossing and D Street northbound on-ramp overcrossing with cast-in-place, post-tensioned box girder bridges; widening Salt Creek Channel, Romoland Flood Control Channel, and San Jacinto River bridges; widening and retrofitting Ethanac (SR 74 East) Overhead Bridge, installing or reconstructing concrete on the beam median barrier; two new sound walls; cast-in-place retaining walls; two mechanically stabilized embankment (MSE) walls; cast-in-drilled-hole (CIDH) and driven piling; drainage; pavement delineation; ramp metering and sign improvements; and landscape and irrigation improvements. Provided falsework review, field erection and removal check, provided the contractor with line and grade on the Perris Blvd overcrossing and the D Street bridges, additional bridge widenings and various retaining walls. Project Cost: $68 Million.



LUIS RUZ
Construction Inspector

FOUNTAIN HEAD

EDUCATION

BS, Civil Engineering, California State University, Long Beach

RELEVANT EXPERIENCE

- 30 Years of Construction Inspection Experience
- Retaining Walls Inspection
- Sidewalk Improvements
- Utility Relocation Experience
- Municipal, Local Agency and Public Works Experience
- Roadway & Highway Pavement Management and Reconstruction

Mr. Luis has 30 years of experience in construction, construction inspection, and design on several projects for local cities, government agencies, and private developers. One year and a half retrofitting Bridge and bridge widening. Expertise in flood control, sewers, drainage, AC and PCC paving, traffic control, roadway excavation, soils testing, steel inspection and major public works projects. Responsible for contract administration ensuring that complete, accurate and timely contract records were maintained in accordance with required regulations and guidelines. Prepared reports and monitored construction budgets and schedules, maintains records, prepares and processes change orders and field design changes and attends pre-construction meetings. Also experienced in monitoring project status, contract expenditures, conducting meetings, communicating with contractors and monitoring permit requirements of all the project agencies with regard to environmental impacts and concerns. Certification CT-125, for sampling AC, PCC, Bituminous Material and Aggregates. Knowledge of QC/QA pay program. Worked on False work, rebar installation for deck, bridge widening at Laguna Niguel, for crown Valley Parkway Bridge. Retrofit column, and JPCP pour.

RELEVANT PROJECT EXPERIENCE

Caltrans District 7 (07A5514 & 07A4906 - EA 07-0W1404, 07-2XE104, 07-2XE604 & 07-0W4004), On-Call Construction Inspection and CPM Scheduling Analysis, Ventura, CA

Roadway Inspector. EA 07-0W1403 included cold place AC pavement and RHMA-G from Big Sycamore Maintenance Station and Park to South of Galleguas Creek Bridge. EA 07-2XE103 was located on SR-126 and included clearing debris from mudslides, clogged drainage systems, cleaning filled v-ditches, repair / removal / replacing damaged drainage systems and repair eroded slopes and placing erosion control. EA 07-0W4004 included concrete pavement slabs replacement and slurry shoulder from Ventura Rivera Bridge to Padre Juan Canyon Road Overcrossing and from Punta Gorda Pedestrian Undercrossing to Bates Road Undercrossing. Responsible for estimations for monthly payments and all the required samples from the concrete to be tested. Performed all the calculations, prepared reports, payments and change orders works. The project included tie-back walls, sewer relocation, street widening, ADA ramps, street lighting, signalized intersection, drainage improvements and contract change orders. Project Cost: $10 Million.

Caltrans District 8 (08A3022), On-Call Construction Engineering, San Bernardino, CA

Construction Inspector. for Caltrans District 8 to remove Concrete Pavement and Placed HMA and JPCP for I-10 Ramp Termini from Beaumont to the 111 Connector, JPCP on lanes 3 and 4 including roadway excavation, subgrade, subbase, lean concrete base with rapid setting, traffic control, structural section, slab replacement for fast setting concrete, k-rail installation, AC Dikes, shoulder backing, rumble strips, sample beam breaks, AC, HMA Type A on the shoulder inside lanes, verified test were taken for asphalt for the lab, cylinders test for LCB, samples for the beams for JPCP were verified. Project Cost: $100 Million.

Caltrans District 8, On-Call Construction Engineering (08A2147), San Bernardino, CA

Construction Inspector. For Caltrans District 8, responsible for inspecting various federal projects along I-40 and I-101, including concrete pours, HMA overlays, cold plane asphalt, AC grinding, and rubberized HMA. Duties included coordinating lane closures, installing MBGR, drainage systems, and ensuring compliance with contract specifications, plans, and SWPPP regulations. Led inspections for earthwork, paving, striping, landscaping, and bridge work on the JPOE project. Generated daily diaries and monthly progress pay estimates, and ensured QC/QA compliance for AC, JPCP, and materials testing. Project Costs: $20 Million and $40 Million.



Caltrans District 7, On Call Construction Engineering (07A3866), Los Angeles County, CA
Construction Inspector. Responsible for the Construction /Inspection of various Caltrans Federal Projects along 101,118 FWY. Projects include but not limited to; Concrete pour on end posts for various bridges, HMA Type C, A and G Overlays on State Highway 101 Fwy. The work involves Cold Plane Asphalt Pavement. AC Grinding, Rubberized HMA Gap graded, Lean concrete base with rapid setting, Joint plain concrete pavement (Ramp termini with rapid strength concrete), TMC/ Lane closure system for ramps/expressways and on the freeway, Coordination with Cozeep, installation of MBGR, Crash Cushing, shoulder backing, AC overflow drains, Flume down drains, and AC Dikes. Responsible for performing all aspects of construction Inspection, Make sure the contractor is in compliance with the Standard Specification and Plans, Construction Manual, Project plans, and Special Provisions and SWPPP regulations. Project Cost: $50 Million.

Caltrans District 12, Crown Valley Bridge Widening, Laguna Niguel, CA
Public Works Inspector. Earthwork excavation, AC Paving RHMA, Drainage Installation, Roadway excavation, Inspection concrete pour on deck of Bridge, and infill walls. Rebar placement, grinding and falsework operation. Retaining wall placement, structure excavation, and structural backfill. Installation of column casing and concrete barrier. Monitoring of traffic control layout and placement. Generated monthly progress pay estimates. Installation and re-piping the Street Storm Drain, for approximately 500'. Used shoring for the safety of the employees, the size of the pipe was 24" and 36" diameter. Write daily diaries and Estimates at the end of the month for payment. Updating as built plans, and Responsible for ensuring compliance with contract Plans, Standard plans, Specification codes, and Construction manual. Project Cost: $10 Million.

City of South Gate, Park infrastructure Project, South Gate, CA
Public Works Inspector. Responsible for ensuring compliance with contract plans, specifications, and design policies. Performed engineering calculations and inspections during all phases of construction. Advised contractors on major phases of construction activity and enforced compliance with contract documents. Completed and maintained records pertaining to construction progress, including daily reports, monthly progress payments, and job expenditures. Conducted quality surveillance to ensure construction quality standards were met and supervised inspectors to ensure accurate inspection and reporting. Monitored site safety and security to comply with safety regulations and prevent accidents. Ensured timely submission of reports, estimates, and progress payment documentation. Reviewed plan drawings for approval of permits for local streets and homeowners. Project Cost: $3.5 Million.



BRUCE POMA, QSP, CISEC

Construction Inspector

FOUNTAIN HEAD

CERTIFICATIONS

CA, QSP Qualified SWPPP Practitioner, No. 26856

CA, Certified Inspector of Sediment and Erosion Control. No. 1990

EPA 609 Certification for Motor Vehicle Air Conditioning, No. 5663982203464

EPA 608 Universal Technician Certificate for Residential & Commercial Air conditioning & Refrigeration, No. 5663982203464

RELEVANCE

- 20 Years of Civil Engineering Experience
- Construction Inspection
- GreenBook Experience
- Familiar with Caltrans & LAP Manuals
- Roadway Improvements
- LCB & JPCP Concrete Pavement Experience
- HMA & PHMA Paving
- Traffic Management / Closures

OFFICE – Fontana, CA

Mr. Poma has more than 20 years of experience administering construction projects that exceed $30 million annually. He is experienced in planning, coordinating, scheduling, and monitoring construction projects to ensure projects were on budget and closed timely. He advises senior management on technical and strategic issues as well as developing and recommending solutions to problems. In addition, he performs construction inspection of bridges, highways, and public works projects in accordance with Caltrans standard plans and specifications as well as Greenbook standards. Bruce's responsibilities include inspection in conformance to the plans and specifications, performing inspection of RHMA, Conventional AC, ADA Ramps, Sidewalks, Driveway approaches, and JPCP Placement, MGS railing, survey, falsework construction, structure excavation, concrete and reinforcing steel placement, prestressing operations, pile driving, CIDH pile installation, construction of various retaining walls, tie-back walls, footing rock anchors, sound-walls, barrier rails, Traffic Control, Structure Backfill, and GSRD drainage systems and Beach rehabilitation including RIP RAP.

RELEVANT PROJECT EXPERIENCE

City of Corona, Citywide Pavement Rehabilitation, Corona, CA
*Roadway Inspector***.** The project includes Cold milling and overlay, Rubberized Emulsion Aggregate Slurry (REAS) Type II application, Crack sealing, Concrete improvements (e.g., sidewalks, ADA-compliant curb ramps, curbs and gutters, driveways), Utility adjustments (manholes, water valves, survey monument boxes), Implementation of new traffic striping and signage, and traffic loops, and Traffic control per approved plans, Pedestrian & Accessibility Upgrades such as ADA-compliant curb ramps, sidewalks, driveways. Project Cost: $18 Million.

City of Yorba Linda, FY 23/24 and FY 24/25 Annual Pavement Preservation Project, Yorba Linda CA
Construction Manager. The project encompasses a significant area (Zone 5, 6 & 7) of Yorba Linda featuring residential streets, local collectors, and arterial roadways. The scope of work includes cold milling, micro-milling, asphalt concrete overlay of over 4,500 tons, asphalt concrete dugouts, 130,000 SY of slurry seals, construction of 32 curb ramps (Caltrans standard plan A88A / A88B), manholes/valve covers adjust to grade, installation of 10 loop detectors, pavement striping/markings. Additionally, coordination with various utility companies is required to adjust to the grade of their utilities. Project Cost: $3.1 million for FY 23/24 and $3.4 Million for FY 24/25.

County of Orange, Tustin ADA upgrades Project, Unincorporated Tustin, CA
Construction Inspector Supervisor. Project Description: Removal and replacement of non-complaint Sidewalk, Drive approaches and Pedestrian Access ramps. Adjust utilities to grade, install traffic loops, restriping with 2 coats of striping paint. Project Cost: $2.5 Million.



County of Orange, Tustin Asphalt Resurfacing Project, Unincorporated Tustin, CA
Construction Inspector Supervisor. Project included lowering utilities in roadway (manholes, water valves, etc.), 2" grind and overlay with ARHM with rock dust blotter application prior to opening traffic to prevent tracking, adjust utilities to grade, install traffic loops, restriping with 2 coats of striping paint. Provided construction management / construction inspection, project schedule review, progress payments to contractor, Request for Information (RFI) submittals, and project close out acceptance. Ensured proper traffic control, appropriate NPDES BMPs installed and maintained, reviewed Quality Assurance materials testing for compliance with project specifications. Worked with internal Public Information Officer to ensure proper notification to mitigate heavy traffic and construction delays for motorists. Project Cost: $7 Million.

County of Orange, Seal Beach Pump Station, Seal Beach, CA
Construction Inspector Supervisor. Project included removal and replacement of 200 LF discharge pipes within a storm water lift station. This project required removal of existing pumping equipment and the excavation, removal, abatement and disposal of the existing asbestos concrete pipes, discharge pumps as well as the installation of new discharge pumps, stainless steel discharge piping and flap gates. Provide construction management and construction inspection, review and monitor project schedule, track quantities and review and approve progress payments, review and approve or reject project submittals, inspected traffic control to ensure it was in compliance, Performed BMP inspections for NPDES compliance, scheduled materials testing and reviewed all results to ensure project compliance. Project Cost: $2.2 Million.

County of Orange, Carbon Creek Channel Emergency Stabilization, Anaheim, CA
Construction Inspector Supervisor. Project consisted of removal of 300 LF of failed PCC channel lining from the bottom of the channel, the excavation and grading of 250 cubic yards of dirt and the placement of 3,000 tons of new rip rap to stabilize the failed section of channel to protect an SCE substation adjacent to the facility as well as the removal of 300 LF of CMB access road surface and its replacement with compacted crushed aggregate base. Provided construction management and construction inspection for the project. Reviewed and approved construction schedule, progress. and payments. Approved or rejected material submittals, provided inspection of removal of failed PCC wall, grading and placement rip rap, performed BMP inspections for NPDES compliance, scheduled materials testing and reviewed all results to ensure project compliance, tracked and documented project quantities, processed closeout documents upon completion, reviewed and approved final payments for issuance of the NOC. Project Cost: $1 Million.

County of Orange, Capistrano Beach Erosion Protection Project, Dana Point, CA
Construction Inspector Supervisor. Excavation and removal of 300LF of failed seawall and the excavation and installation of 2000 tons of 3-to-6-ton Rip Rap to halt beach erosion and the complete removal and reconstruction of the damaged asphalt concrete parking lot. Provided construction management and construction inspection. Review and approve project schedules, progress payments to contractors, RFI submittals, project close out and acceptance, final project payments, ensure public access through the construction site. Reviewed all material submittals, scheduled material testing for compliance, worked with the County and OC parks public information officers to ensure proper notifications were received by the public, coordinated with the California Coastal Commission, Army Corp of Engineers and Burlington Northern Railroad to ensure construction activities did not impede the railroad, performed BMP inspections for NPDES compliance, inspected all aspects of construction and tracked and documented project quantities, processed closeout documents upon completion, reviewed and approved final payments for issuance of the NOC. Project Cost: $3 Million.



JESSE MAREZ
Electrical Inspection

FOUNTAIN HEAD

EDUCATION

BS, Electrical Engineering, California State University, Los Angeles

CERTIFICTIONS

NABCEP Certified

SCE Advance Contractor, CSI training

Pasadena City College Electricity & Photovoltaic

Santa Monica College Sustainable & Renewable & Industry Trainer

College of the Canyons, Sustainable Technologies

OFFICE – Fontana, CA

Jesse brings 30 years of utility-related experience and knowledge as a renewable energy consultant in comprehensive services on all utilities for efficiency, generation, storage, and conservation. He has developed an intricate knowledge of municipality governance and policy implementation. He has a strong foundation in sustainable energy and utility-related products and has worked on numerous residential, industrial, commercial, and public agency projects with values of up to $750 Million. His experience includes public agencies, municipalities, developers, and forward-thinking clients from all industry sectors. He provided utility rate analysis, electrical services design, feasibility studies, marketing, and sales with an emphasis on energy efficiency, and alternative and renewable energy, which included but was not limited to solar, energy storage, fuel cells, and geothermal. As an electrical engineer, Jesse worked for the Los Angeles Department of Water and Power (LADWP) for a decade in a variety of departments specifically relating to the services to Major Executive Accounts within the DWP's service area, where he was the liaison to incorporate all programs to support the clients with efficiency and conservation efforts. While at LADWP, he played a key role in developing LADWP's Power Marketing and Sales Team using non-traditional methods of selling excess energy for additional revenue.

RELEVANT PROJECT EXPERIENCE

Caltrans District 7 (07A4568 EA 297703), Route 110 Improvements Between SR-101 and I- 5 Modifying Existing Electrical System, Los Angeles, CA

Electrical Inspector the Project is to modify the existing light poles to new Type 30 and 31 on busy Route 110 near downtown Los Angeles. Responsible for overseeing the construction, installation, and commissioning of 65 light poles at various locations. The duty includes verifying each existing location, inspecting the utility relocation, traffic control, pole assembly, and monitor SWPPP. Monitored the inspection with Caltrans Standard Plans and Specifications, special provisions, and contract plans. Project Cost: $1.9 Million.

Caltrans District 7 (07A3910), SR-210, SR-134 & SR-2 Electrical Improvements, Los Angeles, CA

He enforces compliance with engineering plans and specifications and determined acceptability of work, labor and materials. Electrical work consisted of freeway lighting, traffic signals, pull boxes, LED upgrades, conduit, cabinet, and conductor installations. He prepares documentation for electrical item progress payments coordinated with COZEEP and enforces traffic control. Cost: $10 Million.

Various Public Agencies in Los Angeles, San Gabriel, and Inland Empire, LEED and Solar Projects, Various Los Angeles Locations, CA

Project Manager developed the processes for business development, project analysis, electrical design, and installation of solar energy systems for residential, commercial, industrial, and public agencies. Oversaw all marketing and sales in the greater San Gabriel and San Fernando Valleys and helped the company surpass its goals for solar installations while providing clients and partners with energy efficiency services, solar energy, and alternative fuel resources. He was the Project Manager of the first LEED public works project for the City of Beverly Hills. Project Cost: $65,000 to $3 Million.



LA Metro, Exposition LRT Project Phase II, Los Angeles, CA
Onsite Quality Control daily inspecting and witnessing the testing of equipment connections and commissioning along the Expo Line Route and all New Stations connecting Downtown Los Angeles to the City of Santa Monica 4th Street. This includes but is not limited to traffic street crossing signals and bike trail lighting, manhole conduit, cables, communication wiring, CCTV, fire alarm communication equipment, and public PA systems for passenger safety. ***Reference:*** LA Metro, Robert Campbell, Resident Engineer, 13230 Firestone Blvd., Suite E2, Santa Fe Springs, CA 90670, 818.254.7484, Ali.Karout@dot.ca.gov

Port of Long Beach, Infrastructure Projects, Long Beach, CA
Electrical Inspector responsible for overseeing the construction, installation, and commissioning of underground utilities, drainage, pipelines, and concrete work (pier repairs and replacement of deck). My role included the preparation of inspection reports, field engineering services, and weekly progress presentations to the team and Port management. Project Cost: $7 Million.

Los Angeles Metro, I-110 Express Lanes Project, Los Angeles, CA
Electrical Inspector inspected and monitored all fieldwork and progress of the contractor and subcontractor(s) as they installed and tested system equipment valued at $10 Million. Ensured all installations met contract documents and adhered to the Caltrans, city, state, and local applicable specifications. Inspected the installation of all CCTV cameras, EarthCam, and associate equipment, traffic loops, and signals. Project Cost: $11 Million.

Eco Point Energy Services
Project Manager. Provided engineering professional services as the Los Angeles Project Manager and Utility Liaison to all Southern California Public Power Authority (SCPPA) members for the purchase of some or all the energy generated from the Nevada 300MW Development project in Boulder City, Nevada. Responsible for the preparation & submission of the Beacon Solar Proposal to SCPPA and its member LADWP.

SunEdison Inc.
Associated Partner for Perma City and project operations management to determine the services and requirements that are needed to complete the LADWP Fit-50 Rooftop Solar Program projects, which are key for the City of Los Angeles and the success of the Beacon Solar Project. Provided the support and the liaison of sales and support to Perma City, the EPC, all city agencies, and subcontractors involved to complete the LADWP Fit 50. Project benchmark, design, installation, and completion of systems submitted to LADWP and all City Departments to include but not limited to the following: LA City permits and Inspections, Building & Safety, LADWP Interconnections process, LADWP Service Area Capacity, development and update all property lists on leases & procedures by LADWP Service areas, along with weekly progress reports.



KEVIN AUSTIN, PE, QSD

SWPPP/ Environmental Compliance

FOUNTAIN HEAD

EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

CA, Profession Civil Engineer, No. C83422

Qualified Stormwater Developer (QSD), No: 83422

AREAS OF EXPERTISE

- 12 Years of Civil Engineering Experience
- Construction Inspection
- Greenbook Experience
- SWPPP Compliance
- Familiar with Caltrans & LAP Manuals
- Roadway Improvements
- LCB & JPCP Concrete Pavement Experience
- HMA & PHMA Paving
- Traffic Management / Closures

OFFICE – Fontana, CA

Mr. Austin has more than 14 years of experience with roadway inspection, environmental and stormwater compliance. His experience includes water quality monitoring, inspection, plan preparation and review, NPDES inspections & BMPs, and leading NPDES training sessions. He is proficient with the State Water Resource Control Boards Storm Water Multiple Applications and Report Tracking System (SMARTS) and familiar with the Construction General Permit (CGP) reporting and filing requirements. Mr. Austin has considerable experience with sidewalk, curb & gutter, ADA ramps, storm drains, manhole construction, traffic signals, street lighting, roadway construction, AC-HMA paving, and LCB/JPCP Pavement, roadway excavation, striping, drainage, underground utilities and grade separations.

Mr. Austin has extensive experience with LCB and JPCP Concrete pavement, Minor Concrete, HMA / RHMA Paving, Traffic Control, MBGR/ MGS, Drainage, Water and Sewer Lines, Landscape, Safety, and SWPPP. Responsibilities include construction inspection and Quality Control, daily reports and quantities take-offs, review and monitor schedule of work, compliance with plans, specifications, certificates, shop drawings, change orders, submittals and RFI's, safety compliance, NPDES compliance, preparing and reviewing as-built plans, and preparing final punch list. Mr. Austin prepares routine daily diaries and checks to see if the work is constructed to the lines and grades shown in the plans. He verifies materials incorporated into the work that meet the contract requirements and checks quantities, size and dimensions upon arrival. He has extensive knowledge of the Caltrans Standard Plans and Specifications, Caltrans Construction Manual, OSHA Safety Manual, Traffic Control Manual, WATCH Manual, and Green Book. Mr. Austin has extensive experience with Office Engineering, office procedures; and project documentation. Mr. Austin has excellent work ethics and communication skills,

RELEVANT PROJECT EXPERIENCE

City of Placentia, On-Call Citywide Street Rehabilitation, Placentia, CA

Construction Inspector. The project includes street improvements work along with signing and stripping at various City streets, and traffic signal upgrades at two intersections. Project also includes AC and PCC work such as AC grinding and overlay by ARHM/AC, AC Pavement reconstruction, PCC sidewalks, driveways, curb and gutter removal and replacement. Project also bus pads, existing sidewalk grinding, adjustment of utility structures, drainage structures, loop detectors placement, adjustment to traffic signal cameras, signing and striping, and pavement markings. Project Cost: $2 Million.

City of Rialto, Riverside Avenue Central Reconstruction, Rialto, CA

SWPPP / Construction Inspector. Responsible for roadway projects per plans, specifications, and special provisions in terms of managing, scheduling, and budgeting. Performed site inspection duties, performing safety checks of the field personnel and construction tools and equipment. Submitted RFIs, Submittal, Change Orders, Inspection & Survey Requests. In addition, prepared daily construction visits to record daily/monthly construction reports & photos, executing purchase orders, tracking deliveries and logs, conducting safety meetings, submitting payrolls to accounting of field personnel.



City of Rialto, Building 300 Inspection & Support Services, Rialto, CA
SWPPP Compliance / Construction Inspector responsible for inspection of The Community Center Rehab located at 214 North Palm Avenue in Rialto involved the rehabilitation of Building 300's Day Care Center. The work included renovation, ceiling, flooring, lighting, and windows replacement. It was determined that asbestos containing materials (ACM) existed within the facility.

City of Yorba Linda, FY 22/23 Annual Pavement Preservation Project, Yorba Linda CA
Construction Manager. The project covers a large area (Zone 5 and 6B) of Yorba Linda consisting of residential streets, local collectors, and arterial roadways. The work on this project consists of cold milling, micro-milling, asphalt concrete overlay of over 50,000 tons, asphalt concrete dugouts, slurry seals, construction of over 200 curb ramps (Caltrans standard plan A88A / A88B), construction of curb and gutter, drainage system, manholes/valve covers adjust to grade, installation of 30 loop detectors, pavement striping/markings. Coordination with various utility companies relating to the adjustment to the grade of their utilities. Project Cost: $11 Million.

County of San Bernardino, Redwood Avenue and Other Roads, Fontana, CA
SWPPP Compliance / Construction Inspector. The project includes work to be performed on Redwood Avenue, Live Oak Avenue, Elm Avenue and 4 smaller nearby streets. The project included construction spans of approximately 4.7 miles of Mill and Overlay with 1.64 miles of leveling course needed only on Redwood Ave. Additionally, damaged sidewalks will be repaired as noted in previous discovery efforts. Responsible for grade checking, inspection of HMA pavement, removal and resurfacing, construction of concrete pavement, sidewalk, curb, curb & gutter, curb ramp, V-gutter, drainage and sewer system, grouted rock strip, landscaping, retaining wall, striping and verification of SWPPP implementation, traffic control, and safety. Project Cost: $4.5 Million.

County of Ventura, Lockwood Valley Road Pavement Resurfacing (East & West) & Hueneme Traffic Signal, Ventura, CA
Construction Inspector **for** construction of two pavement resurfacing projects located in the Lockwood Valley area. The first project number is No. 50599 is pavement resurfacing-and involved asphalt concrete hot mix (ACHM) Overlay, 1.5" thick, on Asphalt-Rubber Aggregate Membrane (ARAM). The project includes the east half of Lockwood Valley Road, about 10 miles long, from Kern County line to Grade Valley Road, and Boy Scout Camp Road, 3 miles long. The second project, No. 50612, is also a resurfacing project. It involved ACHM Overlay on ARAM, and included Lockwood Valley Road, West. Project Cost: $1 Million. In addition, **p**rovided construction / electrical inspection services for new traffic signals at the intersection of Hueneme Road and Wood Road and modifying the existing traffic signal at the intersection of Hueneme Road and Las Posas Road to implement protective left-turn movements at each intersection.

City of Rialto, Merrill Avenue Improvements, Rialto, CA
SWPPP Compliance / Construction Inspector Responsible for roadway and sidewalk project per plans, specification, and special provisions in terms of managing, scheduling, and budgeting. Performed site inspection duties, performing safety checks of the field personnel and construction tools and equipment. Submitted RFIs, Submittal, Change Orders, Inspection & Survey Requests. In addition, prepared daily construction visits to record daily/monthly construction reports & photos, executing purchase orders, tracking deliveries and logs, conducting safety meetings, submitting payrolls to accounting of field personnel. Project Cost: Various.

Caltrans District 12, On-Call Roadway Construction Inspection Services, Orange County, CA
Lead Roadway Inspector. Performs roadway construction inspection, quantity calculations, checking grade and alignment, traffic control review, lane closures, and assuring compliance with project plans and specifications. Duties include identifying actual and potential problems associated with the construction project work and recommending sound engineering solutions in a timely manner; maintaining awareness of safety and health requirements and assuring compliance with applicable regulations and construction contract provisions for the protection of the public and construction project personnel. Project Cost: Various.



DANY SCHIMPF

Drone Videography

EDUCATION

MS, Psychology, Entre Rios, Argentina

RELEVANCE

• TV Production & Operations, San Bernardino, California

CERTIFICATIONS / TRAINING COURSES

- Final Cut Studi
- Adobe Suite
- 3D Animation
- Graphic Design
- Web Design
- HTML
- Commercial Drone Pilot
- Commercial Photography

OFFICE – Fontana, CA

Dany has more than 20 years of video and broadcast experience. He is a video producer and commercial drone pilot. He provides a wide variety of video productions for corporations and institutions. His experience includes training videos, promotional spots, 3D models, and web design. Studio & field production training. Commercial and Drone photography. He prepares graphics for proposals and presentations. Create 3D models and graphic design. Take ground and aerial pictures of projects. In addition, Dany creates 3D animations and design visualizations for civil engineering projects. Produce videos for Caltrans and Omnitrans. Staff training.

RELEVANT PROJECT EXPERIENCE

Port of Los Angeles, SR 47 Interchange Project, San Pedro, CA
Drone Videography. Part of the project is replacing and relocating the SB SR 47 off-ramp on Front Street/Harbor Blvd. from the south side of the bridge to the north side of the bridge. Additional improvements include realigning the on-ramp to the NB I-110 connector; modifying the NB SR 47 off-ramp onto Harbor Blvd.; and modifying the NB SR 47 on-ramp onto the bridge toward Terminal Island.

PossAbilities Program
Video Producer / Photographer. Record events and produce videos about the program. Fundraising projects. Member highlight videos, and event photography.

Station Manager
Startup Spanish TV Station: Develops news studio and graphics department, hire and supervise reporters, graphic designers, web developers. Video Editing Instructor. Teaches Adobe Premier and Final Cut Pro. Computer Lab assistant.

Missionary Volunteer
Media Services Department: Records and produces videos for the school. Boys Dorm Assistant Dean: help students grow in a relationship with Christ.

Media Services
Produce videos, create news segments, record conferences and lectures. Coordinates and conducts interviews for local news organizations.



CHETAN SHAH, PE

Project Controls / CPM Scheduler

FOUNTAIN HEAD

EDUCATION

MBA, Business Administration, California State University, Fullerton

MS, Civil Engineering, North Carolina State University, Raleigh, NC

BS, Civil Engineering, Gujarat University, Ahmedadad, India

LICENSES

CA, Professional Civil Engineer, No. C58226

OFFICE – Fontana, CA

Mr. Shah has more than 25 years of experience with various large to medium sized government, semi-government and private construction projects in Transportation, Education, Office/Institutional, Healthcare, Entertainment, Environmental, Private Development and Heavy Civil sectors. He has worked in progressively more responsible positions (including hands-on and managerial oversight roles) assuming varied CPM Scheduling, Cost Control, Change Analysis and Documentation, and Claims Analysis/Mitigation responsibilities. Have extensive experience in the theories, principles and practices of scheduling and cost engineering, document control and filing, processing submittals, change order analysis, and have handled numerous claims analysis and dispute resolution support assignments for public agencies and legal teams. Chetan's responsibilities have includes, but not limited to coordinating planning sessions and gathering data to *develop detailed CPM schedules* at the program and project levels for the planning, design, procurement and construction phases of projects; c*ost and resource loading* the detailed CPM and generating *cash flow and manpower curves* for revenue projection and labor tracking; e*stimating and quantity take-off* to verify activity durations; performing *Cost Analysis* and *Earned Value Analysis, weekly or monthly status updates* to monitor actual versus as planned progress and compiling progress reports showing plots of critical activities, activity variances, milestone float trends etc.

In addition, Chetan conducts Site Visits and performs detailed Baseline and Schedule Update reviews for progress reporting and identification of problems and recommended solutions; incorporate logic revisions for changes in work flow sequence, process Change Orders and RFI's, perform Change Order analysis for changes in the scope of the project; document Delay Claim issues, perform Delay or Time Impact Analysis (TIAs); and performs Claims Analysis and prepare Claims Report, Claim Negotiations and Resolution including DRB Position Papers, DRB Presentation / Testimony. He is extremely proficient in the use of various scheduling software including Primavera Project Planner (P6), Primavera Contractor, SureTrak, and Microsoft Project; schedule analysis software like Claim Digger and Schedule Analyzer Pro; Graphics/BIM software; done extensive interfacing with various spreadsheet and database software. Have also been involved with training programs for different clients in project controls, scheduling and claims.

RELEVANT PROJECT EXPERIENCE

Caltrans District 7, (Caltrans Contracts 07A2592, 07A2593, 07A2767), On-Call Construction Eng. Services
CPM Scheduler / Claims Reviewer. These on-call contracts included the performance of a variety of design and construction tasks for highway and bridge improvement, replacement, and/or new construction projects located throughout the District 7 area. Contract 07A2593 included the $1 billion I-5 North Corridor project which involved six major improvement projects that involved HOV lanes and connectors, construction and upgrade of various bridges, retaining walls and roadways. Also involved was the I-5 Empire combined Caltrans/Metro project that involved realigning the I-5 from Burbank Blvd to Buena Vista St, adding a HOV (Carpool) lane, construction of a Metrolink grade separation adjacent to I-5, a new Empire Bridge and various retaining walls and ramp modifications. Responsibilities included, review baseline schedules and monthly updates; compile reports showing critical path analysis, activity variances, logic revisions; Time Impact Analysis. Cost: $1+ Billion.

Los Angeles World Airport (LAWA), Tom Bradley West Core Improvements Project, Los Angeles, CA
CPM Scheduler / Claims Reviewer. The project involved expansion & renovation of the existing Tom Bradley International Terminal (TBIT) central core and west gates, and associated improvement projects. The expansion of the central core included 500,000 sq. ft. of new construction on six (6) levels. In addition, approximately 300,000 sq. ft. of the existing TBIT was extensively renovated. Duties included development and review of the baseline schedule, cost analysis, change order analysis and tracking of delay claims, impact analysis for delay issues. Project Cost: $1 Billion.



Federal Rail Authority, California High Speed Rail Oversight Work, Sacramento, CA
CPM Scheduler / Claims Reviewer. The California High Speed Rail project is a mega multi-phase rail project that plans to connect the Anaheim and Union Station in Downtown LA with San Francisco via the Central Valley, operating on a dedicated grade-separated track for much of the proposed route. As part of oversight agency, duties include review and data manipulation of Construction Packages 1-4. Project Cost: $5+ Billion.

Orange County Transportation Authority, SR 57 Northbound Widening Project, Fullerton/Bellflower, CA
CPM Scheduler / Claims Reviewer. The SR-57 NB Widening, Orangethorpe Avenue to Yorba Linda Segment, added a fifth mixed-use lane, and provided highway and bridge improvements including auxiliary lanes, several sound walls and retaining walls, 2 MSE walls, a tieback wall, and the widening of 7 bridges. Duties included review of the baseline schedule and updates, document control, Delay issue tracking, prepare WSWD's, TIA and claims analysis, prepare claims reports and DRB position papers, and assist in claims negotiation and settlement meetings. Project Cost: $53 Million.

San Bernardino County Transportation Authority, I-10/ Cherry Ave & UPRR Bridge Widening, Fontana, CA
CPM Scheduler / Claims Reviewer. This project replaced the existing 5 lane bridge over I-10 with an 8-lane bridge from Slover Avenue to Valley Boulevard, widened the existing 4 lane bridge over UPRR tracks to an 8-lane bridge, improved on- and off-ramps, and had various roadways, loop ramp and intersection improvements. Responsibilities included review of baseline schedules, monthly updates, compiling reports analyzing planned versus actual progress, critical path analysis, responding to delay issues, delay tracking, TIA and claims analysis, preparing claims reports, preparing DRB position papers, and making DRB presentations. Project Cost: $50 Million.

LAMTA (METRO), Sound Walls 5 & 7, Los Angeles, CA
CPM Scheduler / Claims Reviewer. The projects consisted of four miles of sound walls at various locations, including on SR-134 in Burbank (Package 7) and on I-405 in Granada Hills/North Hills (Package 5). In addition to sound wall construction, freeway shoulders and existing bridges were widened (projects were designed by Caltrans and managed by METRO). Duties included review of the baseline schedule and updates, critical path analysis, Delay issue tracking and response, TIA and claims analysis, assist in claims negotiation and settlement meetings. Project Cost: $26 Million.

Valencia Grove Housing Community, City of Redlands, Redlands, CA
CPM Scheduler / Claims Reviewer. Valencia Grove Housing Community involved the construction of various residential modular buildings housing 85 residential units; the project also included a playground, a community building and a pool. Duties included development of baseline schedules and monthly/weekly updates including, documenting and tracking delay issues, critical path analysis, as planned versus as built and issue delay analysis, delay write-up and presentation. Project Cost: $40 Million.

Caltrans District 8, (Contract Number 08-3555U4), I-15 Victorville Widening Project, Victorville, CA
CPM Scheduler / Claims Reviewer. Project was on the I-15 freeway between Victorville and Barstow and involved widening of the freeway as well as various bridges/interchanges. Duties included overall coordination of scheduling issues; help in the review of baseline schedules and monthly schedule updates - compiling reports showing critical path analysis, activity variances, activity additions/deletions since last update. Cost: $100 Million.

Sherman Oaks Galleria Claims Analysis, Peck Jones Construction, Sherman Oaks, CA
CPM Scheduler / Claims Reviewer. The assignment involved claims analysis for the remodeling of the Sherman Oaks galleria. Involved identifying various delay issues and performing time impact analysis.

Tower of Terror Project, California Adventure, Walt Disney Imagineering, Anaheim, CA
CPM Scheduler / Claims Reviewer. The latest addition to Disney's new California Adventure theme park, the project involved the construction of the 155 feet Hollywood Tower of Terror, which houses a unique simulated elevator ride through a haunted Hollywood hotel. Also includes merchandise shopping and a fast pass area. Project Cost: $35 Million.



NICOLE SALEM
Labor Compliance

FOUNTAIN HEAD

EDUCATION

MBA, Business Administration, University of Phoenix

BS, Construction Engineering Technology, National University (In Progress)

BA, Public Relations / Communications, California State University, Fullerton, CA

OFFICE: Fontana, CA

Nicole Salem has 17 years of experience in the construction and engineering industries, with expertise in contract administration, labor relations, and general administration relating to office engineer work. Working extensively with Caltrans, Nicole has been responsible for office engineering, labor compliance, and public outreach. She is skilled in project and document control and has maintained records per the Caltrans 63 Filing Categories. She is responsible for scheduling, coordinating, facilitating, and documenting various meetings with stakeholders, public officials, contractors and affected third parties or businesses, utility companies, and local agencies.

As an Office Engineer, she coordinates work activities through the resident engineer, inspectors, contractors, and suppliers to confirm minimal contract disruption and impacts of contract compliance work. Nicole also assists with processing change orders and is cognizant of details to avoid potential audits. Her well-organized filing and documentation contribute to a streamlined project closeout.

As a Labor Compliance Officer, Nicole analyzed certified payrolls and fringe benefit statements, conducted contractor audits, and conducted employee interviews to verify prevailing wages. Nicole evaluated adherence to applicable provisions of state labor laws; met with employers, employees, and their representatives to explain labor code sections; and verified that required wage adjustments were made. Nicole's research analyzes and interprets laws and regulations on behalf of resident engineers or contractors, enabling them to address contractual questions and issues in relation to labor compliance and equal employment opportunity requirements. Nicole also enforces the new laws of SB854 and DIR monitoring. Nicole communicates effectively with agencies, unions, or the Center for Contract Compliance regarding Public Record Request.

RELEVANT PROJECT EXPERIENCE

City of Indio, As-Needed Professional Services for Construction Management and Inspection, Indio, CA
Labor Compliance *Officer*. Project involves Prop 84 Federal and State funding. Nicole is responsibilities include preparing the labor compliance checklist for review at the preconstruction meeting to inform the contractor and subcontractors of all regulatory obligations for the project. She monitors and reviews certified payrolls to verify the proper DIR prevailing wage rate is being paid. Certified payrolls are crosschecked to inspector dailies to confirm classification, and hours are being paid and reported properly.

San Bernardino County Public Works, Arrowhead Regional Medical Center, Labor & Delivery Remodel, Colton, CA
Document Control / Labor Compliance Manager responsible for conducting payroll analysis, recommending actions to enforce labor law, crosschecking dailies with certified payrolls, verifying apprenticeship ratios are correct, obtaining certifications for apprentices and owner operators, reviewing employee interviews, calculating restitution, sending out correspondence to contractors and communicating with contractors and agencies as needed. Nicole reviews and audit Certified Payroll Reports, attends Preconstruction Meetings and informs Contractors of all Labor Provisions, enforces SB854 Laws, prepares Restitution Cases, and reconciles inspector's Daily Work Reports to Certified Payroll Reports. She works with outside Labor Compliance Agencies, performs field audits / employee interviews, prepares Federal and/or State Audits for Labor Compliance, conducts in-house training, and maintains Labor Compliance Files. Project Cost: Various.

City of Rialto, Fire Station 205, Rialto, CA
Document Control / Labor Compliance Officer for Fire Station 205 Phases 1 and 2 work for the 7,000 SF two-bay Fire Station.



Imperial County, On-Call Labor Compliance Services, Imperial, CA
Labor Compliance Officer responsible for providing Labor Compliance Services for The County, through the Imperial County Workforce & Economic Development (ICWED) for projects funded by the California Department of Housing and Community Development (HCD) and Community Development Block Grant (CDBG) Program, US. Department of Commerce- Economic Development Administration (EDA), State Water Resources Control Board- Clean Water State Revolving Fund (CWSRF), and other grant funding agencies. Projects include but are not limited to Niland Public Safety Facility Project and Imperial County Seely County Water District - Water Distribution System Improvement Project.

Imperial County, On-Call Labor Compliance Services, Imperial, CA
Labor Compliance Officer responsible for Labor Compliance Services for Imperial County, through the Imperial County Workforce & Economic Development (ICWED) for projects funded by the California Department of Housing and Community Development (HCD) and Community Development Block Grant (CDBG) Program, US. Department of Commerce- Economic Development Administration (EDA), State Water Resources Control Board- Clean Water State Revolving Fund (CWSRF), Water infrastructure Finance and Innovation Act (WIFIA), and other grant funding agencies. Responsible for assisting the City with activities needed to ensure that workers employed by the City's contractors and their subcontractors are hired and paid in compliance with all applicable labor standards. Fountainhead serves as the primary contact person for the City's contractors and their subcontractors for issues related to labor compliance standards. Projects include but not limited: Niland Public Safety Facility and Imperial County Seely County Water District – Water Distribution System Improvement Project.

City of Carson, SR-405 / Wilmington Avenue Interchange Modification, Carson, CA
Office Engineer / Labor Compliance. Nicole is responsible for project documentation including processing RFIs, CCOs, correspondence and pay estimates. The Caltrans filing methodology of 63 categories is followed on this project. Nicole also monitors labor compliance on the project, tracking federal reimbursement due to apprentice usage, and assists the Resident Engineer in preparing Contract Change Orders or necessary data for the purpose of making alterations, deviations, additions or deletions from the Contract Plans and Specifications. Project Cost: $23 Million.

County of Los Angeles, As-Needed Labor Compliance Consultant Services, Los Angeles, CA
Labor Compliance Officer. Nicole analyzed certified payrolls and fringe benefit statements, conducted audits on contractors and interviewed employees to verify prevailing wages. Nicole evaluated adherence to applicable provisions of state labor laws; met with employers, employees, and their representatives to explain labor code sections; and verified that required wage adjustments were made. She researches, analyzes, and interprets laws and regulations on behalf of resident engineers or contractors, enabling them to address contractual questions and issues in relation to labor compliance and equal employment opportunity requirements. She has experience with all types of funding, including Prop 84, CDBG, ARRA, State and more. Nicole also enforces the new laws of SB854 and DIR monitoring. Nicole has extensive experience working with LCP Tracker software. She was also in charge of writing source document review manual for Caltrans.

City of Rialto, CDBG Bud Bender Sideline Fencing Vertical Extension & Safety Netting Improvement, Rialto
Document Control / Labor Compliance Officer. The project comprises of the construction, placement and installation of fencing extension and safety netting for Bud Bender Park Ball Field 1. Work includes extending sideline and outfield fence posts, constructing steel netting frames, constructing safety netting, removal of a tree, remove and construct concrete pavement, remove and reconstruct V-Gutter, remove and reconstruct concrete Mow curb, ADA parking and ramps, and concrete pile foundation.

City of Murrieta, I-15/Cal Oaks Interchange, Murrieta, CA
Labor Compliance Officer. Duties included notifying contractors of outstanding items, distributing meeting minutes, maintaining project files and categorizing documents appropriately. Maintained logs for submittals, correspondence, RFIs, surveys, CCOs and material testing. Other duties included reviewing extra work bills for payment, finalizing CCOs and confirming the contractor was abiding by State and Federal prevailing wage laws. Nicole was responsible for the estimate being checked and processed for payment monthly as well. At the close out of the project, Nicole collected all final documentation. All files were boxed and submitted to the agency.



CLAUDIA MEJIA
Public Relations

FOUNTAIN HEAD

EDUCATION

BS, Marketing, California State University, Long Beach

Southern California School of Interpretation, Santa Fe Springs, CA

AWARDS / HONORS

2014 MarCom Honorable Mention – Media Kit / Special Event, La Pata Extension – Connecting Communities Campaign, Hill & the County of Orange

2014 Marcom Gold Award – Magazine Special Edition: I-5 HOV Gene Autry Way Project, Hill & the City of Anaheim

RELEVANCE

- 16Years of Public Relations Experience
- Community Outreach
- Public Relations Marketing Events

OFFICE: Fontana, CA

Ms. Mejia has more than 16 years of experience in developing and implementing public relations services for construction management projects. Claudia has managed the logistics and execution of several outreach programs and public events for major transit projects in Southern California, as projects advance through planning, final design, pre-construction, and construction phases. She is an expert in providing proactive community outreach services and communicating program details to stakeholders, residents, and businesses as well as addressing questions and concerns. As a public relations consultant for construction management projects, Claudia has liaised with leading corporate clients and agencies in the Los Angeles, San Diego, and Inland Empire areas to develop and execute public relations and community outreach campaigns, marketing operations, business development, customer relations, event planning and execution, and graphic design services for projects. Claudia speaks and writes fluently in English and Spanish and has experience in translation and interpretation services.

RELEVANT PROJECT EXPERIENCE

City of Rialto, Willow Avenue at San Bernardino Traffic Signal Project (No. 230805), Rialto, CA
Public Relations Representative. Project included installation of traffic signals, supporting cabinets, electrical connections, lighting and video detection systems. Roadway improvements consist of signage and striping updates to align with the new signals as well as the construction of two ADA compliant curb ramps. Claudia is responsible for providing proactive community outreach services during the project's Construction Phase. The outreach services include communication with residents, businesses, schools, and emergency services, branding, developing and distributing collateral material (physical and electronic), database development, community inquiry assistance, community outreach, and business outreach. Project Cost: $0.5 Million.

City of La Canada Flintridge, Soundwall Construction on I-210 Freeway, La Canada Flintridge, CA
Community Outreach Representative. Claudia is responsible for providing proactive community outreach services during the project's Construction Phase. The outreach services include communication with residents, businesses, schools, and emergency services, branding, developing and distributing collateral material (physical and electronic), database development, community inquiry assistance, community outreach, and business outreach. Project Cost: $8.5 Million.

San Gabriel Valley Transit Feasibility Study – Phase 1 & 2 – SGVCOG, San Gabriel Valley, CA
Project Manager. Claudia is responsible for facilitating and implementing a Community Engagement Program for the San Gabriel Valley Transit Study (Study); the Program is being tailored to the general public and it includes strategic planning and logistical support for all public outreach activities to support development of the Study, which encompasses over 15 cities in the San Gabriel Valley subregion, which are the cities and communities within the Study Area, and transportation planning methods. The outreach deliverables include Team Progress/Coordination Meetings and all applicable items such as meeting agenda and minutes; progress reports; facilitating and implementing key stakeholder briefings and Technical Advisory Committee (TAC) development; Community Workshops; Elected Official briefings; Community Pop-Up Events; branding; collateral material development; database development and upkeep; inquiry assistance; and translation and interpretation services.



Orange County Transportation Authority, I-405 Improvement Design-Build Project, Orange County, CA
Community Outreach Representative. Claudia is assisting with the implementation of an effective outreach plan for improvements along 16 miles of Interstate 405 (I-405) from I-605 to SR-73 in Orange County. She provides coordination and support for inquiries from residents, businesses, cities, agencies, motorists, and all stakeholders affected by the project construction. The project improvements include replacing and widening 18 bridges, adding 11 new bike lanes for more cycling routes and 18 sidewalks for pedestrians, constructing general lanes and the 405 express lanes for motorists, improving arterial streets, and adding and replacing sound and retaining walls for residents. The outreach plan includes communicating with stakeholders, commuters, and residents / HOAs / complexes, and encompasses cities impacted by the 16-mile project, including Seal Beach, Fountain Valley, Huntington Beach, Costa Mesa, Westminster, and Los Angeles County line. Claudia is helping to make sure the outreach is performed in a proactive, timely, efficient, and effective manner for all construction activities and concerns/questions they may have. Project Cost: $1.9 Billion.

Orange County Transportation Authority (OCTA), I-5 Central County Improvement Project, Orange, CA
Public Outreach Project Manager and Community Liaison. Claudia developed a public awareness and community outreach plan for the final design and construction phases of the I-5 Central Improvement Project, a three-mile segment of I-5 between State Route 55 and State Route 57. This $42 million project for the Orange County Transportation Agency (OCTA), in partnership with Caltrans, traversed the diverse communities of Santa Ana, Orange, and Tustin, California. The communications and outreach plan included proactively, efficiently, and effectively communicating construction activities that may have impacted commute and daily operations for local and regional stakeholders, such as businesses; residents/HOAs/complexes; retail malls; vacation destinations such as the Santa Ana Zoo, Disneyland, Honda Center, Discovery Cube, and the Angels Stadium; medical facilities and hospitals; and trucking companies. Project Cost: $42 Million.

County of Riverside/City of Jurupa Valley, Clay Street & UPRR Railroad Grade Separation Project, Riverside, CA
Public Outreach Representative. Claudia provided community outreach services for extensive improvements to Clay Street and the UPRR Pacific Railroad (UPRR). The project improvements included construction of the lower grade elevation of Clay Street to pass under the existing UPRR railway, a railroad bridge for the existing UPRR railway, lower grade elevations of two streets, new 42" reinforced concrete pipe, and a new traffic signal. Several important stakeholders reside alongside or near the project, including local businesses, emergency services, utility companies, school and City transportation services, elected officials' offices and residents. Claudia's work included collateral material development; project website content maintenance and upkeep; public notifications in the form of construction notices and electronic email blasts; database development; community inquiry assistance; outreach to City and County entities, local businesses, emergency services, utility companies, school and City transportation services, elected officials and residents; and project presentations to stakeholders and community groups. Project Cost: $16 Million.

Caltrans District 7, On-Call Public Awareness, Interstate 5 (I-5) North Segment from SR-134 to Kern County Line, Los Angeles County, CA
Community Outreach Representative. Claudia was responsible for executing a comprehensive community outreach plan for $1.3 billion in construction projects. Highway improvements were made to enhance safety, improve traffic flow, reduce congestion, encourage ridesharing, decrease surface street traffic, and improve air quality. The project comprised construction of high-occupancy vehicle (HOV) lanes and direct HOV connectors, interchange improvements including on- and off-ramps and bridge widening and reconstruction, pavement replacement, and grade separation. Claudia's responsibilities included developing a website (www.I-5info.com), event planning, business outreach, resident outreach, chamber of commerce outreach, neighborhood association presentations/outreach, branding, collateral material (design/distribution), coordinating a toll-free hotline number process/staff, presentations, construction notices (design/ distribution), graphics, photography, translation services, presentation boards, corridor brochures (design/distribution), closures list, and coordination with project managers. Project Cost: $1.3 Billion.

List of Five (5) Similar Projects

Below is a list of five (5) similar projects with Reference Contact for various Cities and Counties:

Project / Location	Reference	Services	Photo
CM Services for FY '22-'23 (Zone 5 & 6B), '23-'24 (Zone 7), and '24-'25 (Zone 5, 6, & 7) Annual Pavement Preservation Projects **Location:** Yorba Linda **Date:** 04/2023 – Ongoing **Project Cost:** **'22-'23 -** $11 Million **'23-'24** – $3.1 Million **'24-'25** - $3.4 Million	Rick Yee, PE Deputy Director Public Works / Assistant City Engineer **City of Yorba Linda** 4845 Casa Loma Avenue Yorba Linda, CA 92886 714.961.7171 ryee@yorbalindaca.gov	Fountainhead provided CM and inspection services for the City of Yorba Lindas's Annual Pavement Preservation projects. The City of Yorba's Annual Pavement Preservation includes various roads and sidewalks in Zone 5, 6, and 7) in the City of Yorba Linda, California. Project included over 350,000 SY of **Type 1 & 2 slurry and over 50,000 tons of asphalt overlay**. The project included adjusting over 1200 water district manholes and water valves, protecting vital roadway infrastructure servicing primarily residential areas and provided ADA compliant curb ramps at over 270 locations in the City.	
ON-CALL CONSTRUCTION MANAGEMENT SERVICES **Location:** Rialto, CA **Year Completed:** 06/2018 – Ongoing **Project Cost:** Various	Rudy Victorio, Engineering Project Manager **City of Rialto** 335 West Rialto Avenue Rialto, CA 92376 909.820.2532 rvictorio@rialtoca.gov	Fountainhead is providing construction management services on CIP projects: • Etiwanda Corridor Improvements • Riverside Avenue Central Segment Improvements • Cactus Trail Improvements • Riverside South I-10 • Merrill Avenue Improvements • Spruce Avenue from Foothill Blvd to Grove Street	
ON-CALL CONSTRUCTION MANAGEMENT SERVICES **Location:** Orange, CA **Year Completed:** 05/2020 – Ongoing **Project Cost:** $3 Million	Michael Hatch, PMP Senior Project Manager **Orange County Public Works** 1152 East Fruit Street Santa Ana, CA 92701 714.448.9529 Michael.Hatch@ocpw.ocgov.com	Fountainhead provided construction management on various types of projects: • Orange Park Acres Pavement Rehab • Crown Valley Pkwy Bridge • Santiago Canyon Road Bridge • Santa Ana-Santa Fe Channel Rehabilitation • Santiago Creek Channel Restoration • O'Neill Retarding Basin • Barranca Channel Restoration Project	

Project / Location	Reference	Services	Photo
ON-CALL INSPECTION SERVICES **Location:** San Bernardino **Year Completed:** 06/2018 – Ongoing **Project Cost:** Various	Carlos Seanez, PE Supervising Engineer **San Bernardino County Department of Public Works** 825 3rd Street San Bernardino, CA 92415 909.387.7945 Carlos.Seanez@dpw.sbcounty.com	Fountainhead provides complete on-call construction management, electrical and construction inspection and materials testing services on various projects. Projects include, but not limited to: • Riverside Road and Other Roads • Hook Creek Road & Hospital Road • Hospital Road • Redwood Avenue	
CM / INSPECTION SERVICES – Citywide Pavement Rehab **Location:** City of Corona **Year Completed:** 10/2025 – Ongoing **Project Cost:** $20 Million	Fredy Castillo Project Manager Public Works Department **City of Corona** 400 South Vincentia Avenue Corona, CA 92880 (714) 875-4350 Fredy castillo@coronaca.gov	The project includes Cold milling and overlay, Rubberized Emulsion Aggregate Slurry (REAS) Type II application, Crack sealing, Concrete improvements (e.g., sidewalks, ADA-compliant curb ramps, curbs and gutters, driveways), Utility adjustments (manholes, water valves, survey monument boxes), Implementation of new traffic striping and signage, and traffic loops, and Traffic control per approved plans, Pedestrian & Accessibility Upgrades such as ADA-compliant curb ramps, sidewalks, driveways	

Section B

CONSTRUCTION MANAGER AND INSPECTION TEAM





B. NAME AND LICENSE NUMBER OF CONSTRUCTION MANAGER AND INSPECTORS

Project Director

Victor Valdovinos, PE, QSD/P - California Licensed Civil Engineer No. 54687

Construction Manager

Javier Soto, PE, PMP, QSD/P - California Licensed Civil Engineer No. 56938

Field Inspectors

Kevin Smith, EIT – Engineer in Training Certificate No.099465

Luis Ruz

Bruce Poma, QSP, CISEC – Qualified SWPPP Practiioner No. 26856

Jesse Marez – NABCEP Certified

Kevin Austin, PE, QSD/P – California Licensed Civil Engineer No. C83422



Staff Education, Licenses, Capabilities, and Qualifications

Staff, Capabilities, Qualifications & Experience Matrix

Our team brings demonstrated experience in successful execution of Pavement Rehabilitation projects. All of our staff have experience successfully delivering various types of projects through various project delivery methods. **Personnel / Role**	**Professional Registration Certification**	**Education**	**Years of Experience**	**State / Federal Funded Projects**	**Used LAPM & Greenbook**	**Construction Manager / RE / SR**	**Public Works / CIP Construction**	**Street / Roadway Paving / Rehab**	**Parks & Playground Renovations**	**Facilities / Building Improvements**	**Curbs / Gutters / Ramps / ADA**	**Traffic Signal Modification**	**Drone Videography**	**Stormwater and Drainage Facilities**	**SWPPP Inspection**	**Caltrans Experience**	**Coordinate Materials Testing**	**Project Controls / CPM Scheduling**	**OE / Labor Compliance / PR**
Victor Valdovinos, PE, QSD/P **Project Director**	CA, Civil Eng No. 54687	MBA\ BS, Civil	32	X	X	X	X	X	X	X	X	X		X	X	X	X	X	
Javier Soto, PE, PMP, QSD/P Construction Manager	CA, Civil Eng. No. 56938	MS Civil, BS, Civil	31	X	X	X	X	X	X	X	X	X		X	X	X	X	X	
Garreth Saiki, PE, GE Materials Testing	CA, Civil Eng No. 49665 CA GE No. 2509	MBA MS, Geotech BS, Civil	39	X	X	X	X	X	X	X	X	X		X			X		
Kevin Smith, EIT Lead Roadway Inspector	EIT No. 99465	BS, Civil Eng.	28	X	X	X	X	X		X	X			X		X	X		
Luis Ruz **Roadway Inspector**		BS, Civil Eng.	30	X	X		X	X	X	X	X			X	X	X	X		
Bruce Poma, QSP, CISEC Roadway Inspector	QSP, No. 26856 CISEC, No. 1990	Inspector Project Mgmt.	20		X		X	X	X	X	X	X		X		X	X		
Jesse Marez Electrical Inspector	NABCEP Certified	BS Electrical	30	X	X		X	X	X	X	X	X		X		X	X		
Kevin Austin, PE, QSD/P SWPPP / Environmental Comp.	CA, Civil Eng No. 86359	BS, Civil Engineering	14	X	X		X	X	X	X	X	X		X	X	X	X		
Dany Schimpf Drone Videography		MS Psychology	20										X						
Chetan Shah, PE Project Controls / Scheduling	CA, Civil Eng No. C58226		25	X	X		X	X	X	X	X	X				X		X	
Nicole Salem, PMP Labor Compliance	PMP Certification	MBA, MS Marketing	17	X	X		X	X	X	X	X	X				X			X
Claudia Mejia Public Relations		BS, Marketing	16	X			X	X	X	X	X	X				X			X

Section C

APPROACH AND METHODOLOGY





C. APPROACH AND METHODOLOGY

Project Understanding



We understand the City's project goals involve assisting their staff members with the Construction Management and Inspection services for the Annual Residential Street Rehabilitation Services Project – Phase 2D for several streets within Compton. The project will include cold milling, ARHM pavement, AC base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approach, ADA curb ramps, signing, striping, markings, and pavement legends, speed hump, traffic signal loop, adjust to grade existing sewer manhole, water valve, water meter, and storm drain manhole, and such other items or details required by the plans and specification, including removal of materials, and all materials, tools, and equipment necessary for the work. Milling is expected to remove 2 to 4 inches of material. Removal of base material of 8" and placement of crushed aggregate base compacted to 90% before installation of new pavement. The project is to be completed in 180 working days and the Engineer's Estimate is approximately $3.0 Million.

The Streets in Phase 2D include:

Tucker Street – Van Ness Avenue to N Long Beach Boulevard

Bradfield Avenue – Compton Boulevard to Alondra Boulevard

Greenleaf Boulevard – Central Avenue to Whitemarsh Avenue

Greenleaf Boulevard – Alameda Street to Atlantic Drive



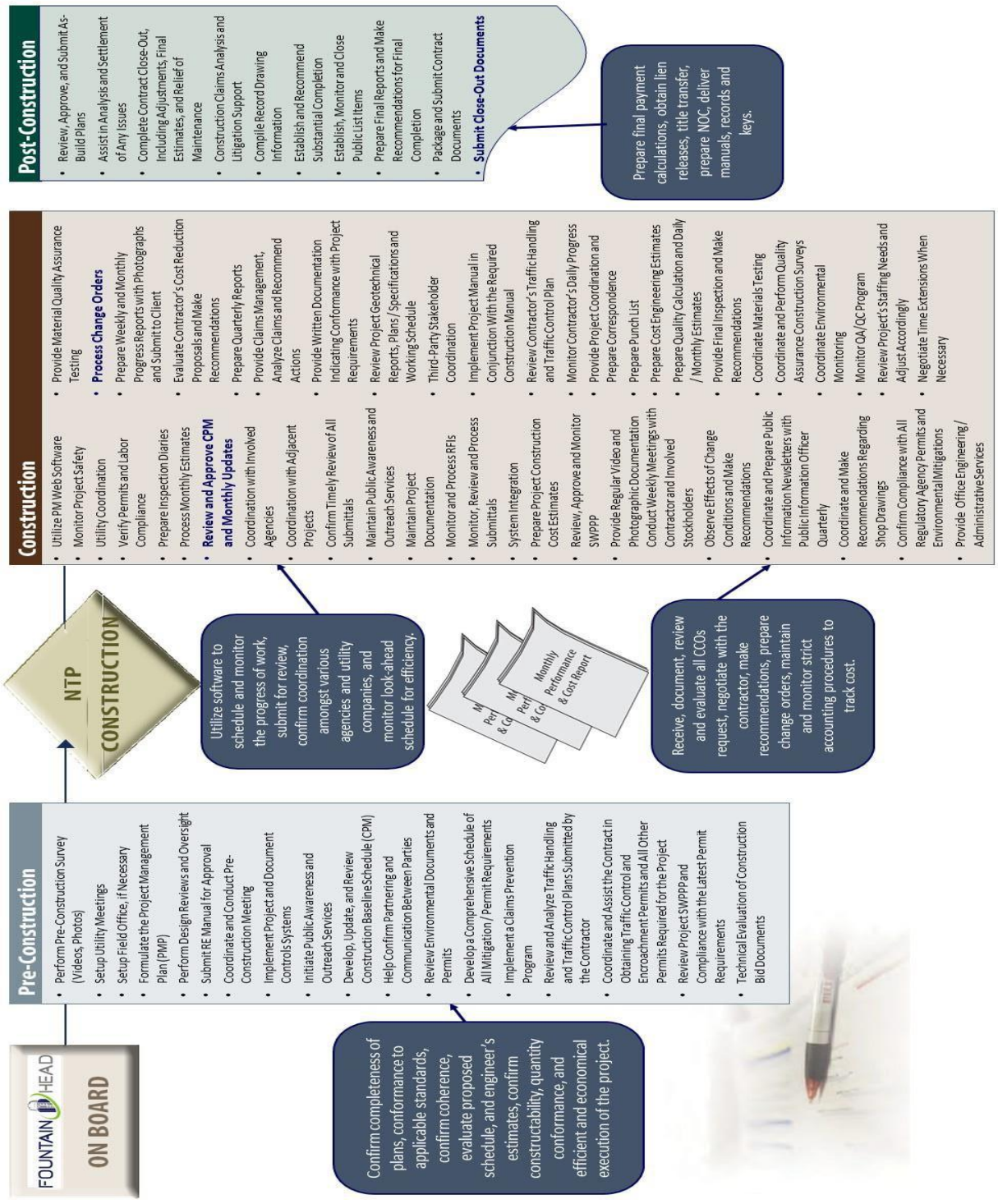
We partner with the City to provide a quality project built to meet specifications and expectations, while staying on schedule and within budget. Our methodology to accomplish these goals is to provide the right staff who are qualified to handle the technical and administrative challenges the project may face. We take our lead from the City's designated project manager as we perform the CM tasks outlined in the scope of services in the RFP. We are present through all steps of the project from pre-construction, construction, and post construction. Our philosophy is to be proactive and to mitigate problems before they arise, such as monitoring the contractors and knowing the plans, specifications, permits and agreements as early as possible, while also being vigilant of site conditions and contractor operations.

Manager and Owner's Representative

As we perform the CM tasks outlined in the scope of services. We are present through all steps of the project from pre-construction, construction, and post construction. Our philosophy is to be proactive and to mitigate problems before they arise, such as monitoring the contractors and knowing the plans, specifications, permits and agreements as early as possible, while also being vigilant of site conditions and contractor operations. Our proposed staff have been carefully chosen for the Road Repair Services Project. We understand the technical challenges. Throughout the course of the project, the Fountainhead team maintains ongoing communication with the City to make sure that everyone understands and agrees with the scope and schedule. Below is our concept for the construction management of the project from notice to consultant to proceed with work until final closeout of the project.

Scope of Work - Flow Chart

Sample construction engineering management outline workflow:



SCOPE OF SERVICES

Pre-Construction



The pre-construction phase is critical to project success and to engaging our team's overall concept of "no surprises" resulting from a failure to communicate project information. Our team begins meeting with the City to review, implement and agree on detailed procedures, expectations, and lines of communication as well as to create an environment where the City Construction Manager team becomes integrated into a single cohesive force for managing the construction contractor. We begin with a kick-off meeting so project stakeholders, the designer, and other stakeholders can identify points of contact with consultants and City staff. We also provide a detailed schedule of activities and be ready to discuss major project issues (ROW/utility/ environmental /phasing and staging) summarized in the Early Action Notification Letter from the RE. A document exchange generally occurs currently, which assists with the readiness review. Constructability Review To assist the City in implementing its goals, the Fountainhead team review the contract documents (PS&E) prior to advertisement for constructability and biddability. Our proven approach includes, but is not limited to:

- Visiting the project site to check the site conditions against the site plans for conflicts, including utilities that need to be relocated.
- Determining if the site accommodates the contract staging requirements.
- Reviewing the site to determine the impacts to the adjacent residents and newly developed businesses.
- Coordinating with and making sure that necessary plan check review results are communicated and incorporated.
- Reviewing notes on the plans.
- Checking conflicts between design disciplines.
- Verifying contract unit prices and seeing that they are clearly defined in the contract documents and identifying if constraints and permit requirements are identified and easily understood by the Contractor.
- Identified discrepancies, because of our review, are brought to the attention of the City Project Manager and Design Engineer.
- Determining if the various permits for all utility requirements are met.

Contract Bidding Support



If it is not already completed, the Fountainhead team can administer and advertise for construction bids and attend the bid opening. We can assist the City in preparing and conducting a pre-bid meeting to attract a broad array of bidders and assist those bidders in understanding the scope of work, terms and conditions of the contract, schedule constraints, permit requirements, and other planned improvements within the project vicinity. A list of prospective bidders is established, and bidder's inquiries are gathered and logged with responses disseminated to all those participating. The Fountainhead team coordinates with the City's Design Consultant in responding to any design inquiries that the prospective bidders may have. Upon submittal of the bids, the Fountainhead team assist the City in reviewing the bids and evaluating the bid results.

The review involves making sure that the bids comply with the terms and conditions of the contract and that the bidders are deemed responsive bidders. After reviewing all the responsive bids, the Fountainhead team

make a recommendation to the City on the successful low bidder. We then prepare, coordinate, and process Notice of Award, Agreements, and Purchase Orders.



Pre-Construction Conferences: Javier arranges a pre-construction conference with all project parties and stakeholders to reiterate communication protocols, define the roles and responsibilities for all stakeholders and to highlight important issues and key factors necessary to make this project a success. Some of the major issues that must be addressed at the earliest time are the utilities relocations, right of way, long lead items and the traffic management plan (TMP).

At the meeting, Javier reviews the contract, pertinent sections of the plans as well as specifications and permits to help coordinate with the City, contractors, and stakeholders in attendance at the meeting. Our team also records the meeting minutes and distributed to all parties. We take photos and videos of the project site and surrounding streets including haul routes and staging areas prior to the start of construction and NTP. Javier and the team review and approve the contractors' early submittals including SWPPP, critical path method (CPM), safety, notification of Dispute Resolution Advisors (DRAs) or Dispute Resolution Board (DRB), notices of material to be used, demolition, and other required early submittals.

Construction Phase

Upon the contractor's notice to proceed, the Fountainhead team verify the contractor has complied with all the permits and requirements necessary to begin the project. Certain early documents require review, such as the contractor's Required Submittal List and the Baseline Schedule. The required submittal list and the preliminary baseline schedule (using the latest version of Primavera P6) are reviewed to determine if there are any obvious missing activities and check for any logic issues that are in error, which could affect the subsequent Baseline Schedule.

Stormwater Pollution Prevention Plan (SWPPP)

Javier assists the City in filing all Notice of Intent (NOI) and Notice of Termination (NOT) for the project on the California State Water Resources Control Board S.M.A.R.T.S. website, as well as preparing and helping to file the required annual reports. Javier will review and comment on the Contractor's SWPPP document to ensure compliance with the Statewide General Permit.



Our **Environmental Compliance / Inspector, Mejia Tsutsui, QSD/QSP** reviews installation and maintenance of BMPs, prepare weekly stormwater inspection reports, ensure testing – if required– is completed and ensure compliance with the SWPPP document. Upon the contractor's notice to proceed, the Fountainhead team verifies the contractor has complied with all requirements necessary to begin the project and that all permits are in order. We obtain copies of all relevant project permits and ensure project compliance throughout the life of the project including environmental permits, resource agency permits, and City issued permits. Javier works with the contractor to ensure necessary construction permits are in place, including WDID, Conditions and Standards where applicable.

Safety

The Fountainhead team reviews the Contractor's Safety Plan and Injury and Illness Prevention Program (IIPP) for compliance with Cal OSHA, and the City Safety Program requirements. While the Contractor has sole responsibility for compliance with safety requirements, we monitor the Contractor's compliance during construction activities and any reports generated through the natural progression of the project. Any observation of deficiencies in safe practices result in a request for immediate remediation and a report to the City and the contractor. Special emphasis is placed on excavations, rebar protection, ladder installations, and stabilized construction access points. Additionally, our team monitor and enforce debris handling and disposal plans, hazardous materials communication plans, emergency action plans, job hazard analysis, incident and inquiry reports and monthly safety reports. We conduct weekly tailgate safety meetings and attend the Contractor's scheduled safety meetings. Our efforts focus on prevention to make sure we maintain a safe work site for the contractor, subcontractors, inspectors, field personnel, visiting City staff, and the public at large.

Safety

Safety is at the top of our culture as captured by our "Beyond Zero" philosophy that believes all incidents and accidents are avoidable. Our inspection team monitors site activities continually to confirm conformance to the Contactor's safety plan, City of Hesperia, SBCTA and Caltrans Safety Programs, and all appliable OSHA standards. Fountainhead's Safety Program includes, but is not limited to:

- Pedestrian Safety
- Safety Tailgate Meetings
- Site Specific Safety
- Hazardous Assessment Safety Action Plan (HASAP)



Fountainhead's commitment to total safety excellence throughout all projects was instituted by establishing safety as a core value. To achieve Fountainhead's goal of zero incidents, all employees are required to actively participate in the Fountainhead's Safety Training Program conducted through its Web-based program. In addition, the Fountainhead Team developed a Code of Safe Practices specific to projects, and it covers all aspects of project safety, including personal protective equipment (PPE) and work in and around traffic. All project personnel are required to read and sign off on the Code of Safe Practices. Biweekly safety tailgate meetings are conducted in accordance with California Division of Occupational Safety and Health (Cal/OSHA) regulations, and meeting minutes are kept on file.



Weekly / Monthly Project Progress Meetings and Reports

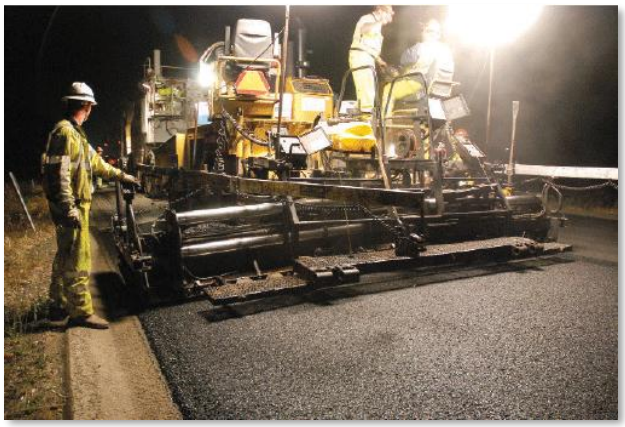
During the construction stage, Javier holds weekly construction progress meetings attended by the Contractor, City, County, relevant utility companies, and others. In these meetings, an agenda is submitted which includes items the City and Contractor would like to discuss. Items that are not resolved from the agenda are carried on to the next meeting. We review the project status, the look-ahead schedule including long lead items, outstanding RFIs, submittals, and any other issues or concerns. Meeting minutes are prepared and distributed, requesting either the concurrence of those who attended, or suggested corrections to the minutes. Afterwards, the minutes are filed as either approved or amended.



We hold a monthly meeting with the City to discuss the monthly project. The goal is to keep all stakeholders informed of progress, to mitigate issues before they arise, and to ensure that the project lands within the designated time frame. Javier prepares the monthly project status report that summarizes the Project's overall progress against the project project plan. The goal of a project status report is to keep all stakeholders informed of progress, to mitigate issues before they arise,

and to make sure that the project and within the designated time frame. The report summary includes updates to the Key Milestones Table, Progress and Deviations from Plan, Risk Register, Financial Status, Change Request History, etc.

Submittal Management Review



Fountainhead is in the habit of turning around submittals, especially those on the critical path, within a few days, if possible. This serves two purposes: first, it gives the City, County-owned-float for the CPM schedule, which may be used later or to mitigate potential days that would be allowed to the Contractor for a contract change order; second, it helps finish the project early.

Our database tracking is used to log and manage all submittals such as shop drawings, SWPPP, CPM baseline and updates, permits, and demo plans. Our P6 approach also keeps the contractor informed that a submittal is soon to be due and is expected. Fountainhead's pre-developed list of required submittals provides early notifications.

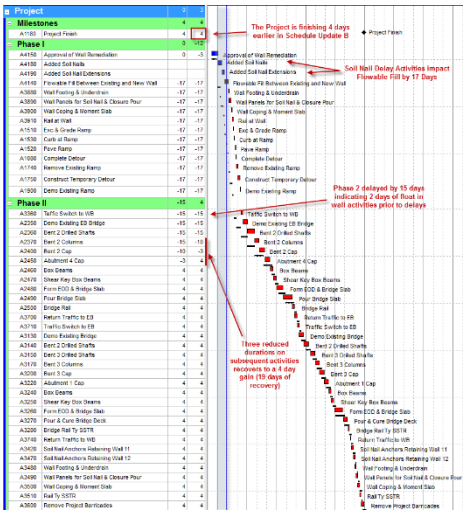
Request for Information Management Review

RFIs are evaluated to determine if a response from the field team is possible. When the RFI has no impact to schedule, budget, or quality, the RFI is tracked in our system, so responses are available for team review as soon as possible. Responses are expedited to avoid Contractor delays. To keep RFIs moving towards resolution, a status review is performed in our weekly job site meeting. Resolution of RFIs by the field staff helps keep projects within budget and schedule. Timely submittal processing is essential in assisting the Contractor in keeping on schedule. This allows for early acquisition of materials and other offsite procurements, so materials are available when required. We develop a list of required submittals early and regularly compare our list to that of the Contractor to make sure all items are identified with anticipated delivery/completion dates denoted on our schedule. A distribution list is used to verify key staff who have reviewed and accepted key submittals. Our database is used to log and manage the shop drawings and sample/submittal process, allowing review of submittal status during the weekly progress meeting.

Schedule Control

Schedule control is a critical on-going task which begins with the baseline schedule. Our team utilizes several tools for schedule control as described herein.

- **Base-Line Schedule Review:** Our CPM Scheduler, Chetan Shah reviews the contractor's initial baseline schedule to make sure it is reasonable, practical, and includes a comprehensive plan for accomplishing the work. Chetan, and Javier, verify whether the contractor has provided the appropriate schedule to interface with other activities, such as submittal reviews, material deliveries, traffic management, and agency reviews. If the initial submittal is not acceptable, we work with the contractor to develop a schedule that is achievable and meets contract requirements.





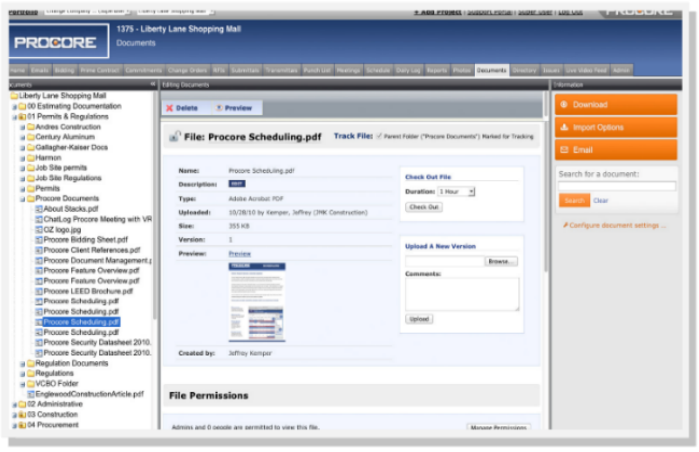
- **Monthly Schedule Updates:** Chetan review the contractor's schedule updates for accuracy and run claim digger reports to compare with previous approved schedule update and verify the schedule is not being manipulated. We run reports based on the monthly update that indicate activities that have not started by their early start date, allowing us to discuss methods of recovering lost days.3-Week Look Ahead Schedule: Chetan track the contractor's progress using the start and finish dates shown on the 3-week look-ahead schedule submitted by the contractor each week and compare with the monthly schedule update. The actual dates on the 3-week look head schedule are verified against inspector diaries. Any discrepancies in start and finish dates between the 3-week look-ahead schedule, monthly schedule updates, and inspector diaries are discussed during monthly schedule review meetings with a strategy to manage the project within contract duration.



- **Parallel / Shadow Schedule:** Chetan maintains an as-built (parallel) schedule using the most accurate as-built information provided through monthly schedule updates and inspector diaries. In addition, Chetan incorporates RFIs, job memos, notice of non-compliance, CCOs, equipment breakdowns, material shortages, and other issues that could cause delays in completing an activity. Chetan's parallel schedule was used on I-215 Segments 1and 2 for claims mitigation, merit of time extensions, what-if analysis, and as final as-built schedule submittal to Caltrans Oversight to expedite project closeout.
- **Time Impact Analysis:** CCOs may have an impact on the schedule's critical path. Should impacts occur, the contractor is required to submit a time impact analysis (TIA) immediately in accordance with the special provisions. Chetan immediately analyzes TIA for accuracy and confirms the delay is not concurrent with other critical path activities. If the TIA is found to be credible a recommendation for time extension is made.
- **Document Management System:** Fountainhead personnel provide an electronic, cloud- based Construction Management System (CMS), or we can use an Oracle/Primavera system that tracks and analyzes the schedule, budget, cost-to-date, and change order information for Javier Soto.

Document Control

Nicole Salem establishes and maintains a filing system, in hard and electronic copy using Caltrans Construction Manual as guidelines to make sure there is compliance with state funding requirements for this project. On a weekly basis, Nicole uploads the electronic data documentation to the City's Projects Portal. Submittals and RFI logs are developed and maintained, and all RFIs and submittals are logged and tracked in accordance with when it was received and returned to the Contractor for disposition and response status. **Fountainhead recommends the use of electronic document control software such as "Procore" to assist with managing submittals, RFI's and correspondence.**





Communications and Correspondence

We prepare a communication protocol as approved by the City. Fountainhead logs all communication, provides timely responses as stated by the communication protocol, seeks approval from the City as appropriate, certifies contract compliance, and communicates all submittals. Typically, such correspondence is logged in Category 5 of the Caltrans Filing System. All correspondence from and to the Contractor and others are filed electronically in CMS and made available anytime for review by the City.

Progress Reporting and Daily Reports



The Fountainhead team provide the City with project status reports on a weekly and monthly basis and as requested by the City. The weekly reports provide a summary of the activities completed the previous week, ongoing activities for the current week and scheduled activities for the following week. This report also includes any field conflicts and issues that may have arisen during the week. The monthly construction management reports describe the status of the project's budget, schedule, submittals, change orders, claims in process and current and anticipated work progress. Project inspectors are required to complete daily inspector reports (DIRs) within a 24-hour period of witnessing the work performed. These DIRs include field activities; which are tracked by contract bid item, labor, and equipment; a narrative of the work; and related photographs. Each report is signed by the inspectors and then reviewed and signed and reviewed by the Construction Manager. Javier and inspector(s) meet with the contractor daily to seek out issues and help resolve them. All issues are tracked through our Oracle / Primavera project controls system (or other system specified by the City). Retrieving project documents related to a specific issue is critical to keeping the City informed. All concerns are evaluated and resolved at the lowest level possible to help minimize claims. These issues become the backbone of our weekly job site construction meeting. The Fountainhead team will utilize **Drone Aerial Photography** as a means of keeping a visual record of the project.





Responsibilities of the Inspector



The inspector's primary responsibility is to make sure that permanent structures are constructed in accordance with project plans and specifications and to ensure that the operations and/or products meet the quality standard. Our qualified inspector has a thorough knowledge of specifications and exercise good judgment. The inspectors keep a detailed diary of daily observations, noting particularly all warnings and instructions given to the contractor. The inspector maintains continual communication with the contractor and resolves issues before they become problems. anticipated delivery. Timely submittal processing is critical to make sure all requirements are met on time and without delay. This enables the contractor to procure materials and schedule the work accordingly without any delay.



Inspector's Equipment & Training Program

All Fountainhead staff members are selected based on their qualifications related to the contract. We realize that ongoing education and training are needed to keep abreast of continual changes in technology. Therefore, Fountainhead has in-house technical training classes to cover new techniques and processes. These classes are held at various office locations, on-line, virtual learning courses, after work, and/or on Saturday mornings.

Fountainhead-team members and personnel are fully equipped with all equipment and tools needed and maintained to perform their duties and responsibilities:

Inspectors Issued Equipment



- White Hard Hats & Safety Vest
- Vehicles
- Laptop or Tablet with Software
- Cell Phone & Air Card / Internet Services
- Face Mask, Gloves & Safety Goggles / Glasses
- Shovels / Pick / Sledgehammer
- Measuring Equipment (Tape, Wheel)
- Wheelbarrow
- Heat Gun / Gauge
- Flashlight, Deep Stick, Straight Edge
- Digital Camera & Electronic Calculator
- Clip Board & Ped Book
- Fire Extinguisher
- Hard-Soled Safety Footwear
- Eye & Hearing Protection
- Project Specific Manuals

Training Provided to Employees

All staff are required to take the following training courses:

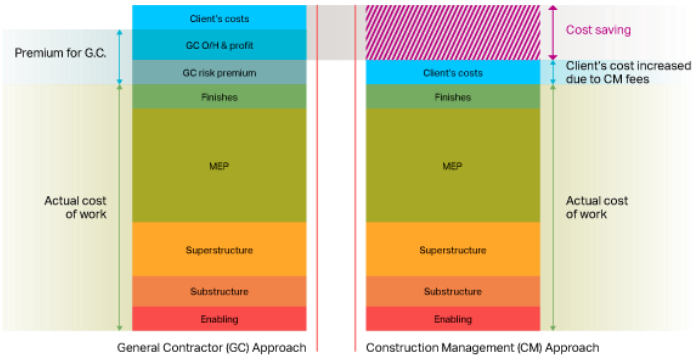
- ✓ Defensive Driving
- ✓ 10-Hour Cal/OSHA Safety Training
- ✓ IIPP Review (COVID-19 Update)
- ✓ Safety Observations
- ✓ Specialized Trainings determined by the client and/or project requirements

Review Certified Payroll

Nicole Salem, Labor Compliance / Office Engineer will assist in obtaining certified payrolls and labor compliance forms and records from the contractor and subcontractors, all of which comply with California Labor Board rules and DIR prevailing wage regulations. We also review the contractor's compliance program and scope of work for each subcontractor, monitor job progress and diligently verify compliance. Project Changes and Construction Change Order Management Requested changes must be reviewed and evaluated for merit. Our review also assesses the impacts to project schedule and budget (independent cost estimates or [ICEs]), and we advise the City with a recommendation of findings. On conceptual approval as to merit, we negotiate these changes with the Contractor and submit these negotiated change requests to the City for concurrence approval. Recommendations regarding change order cost and schedule impacts are based on independent cost estimates developed concurrently with the Contractor's request and include a record of negotiations. This may also include a schedule fragment analysis using Primavera P6 to manage progress recovery associated with the requested change.

Cost Control

The two major items under Cost Control Procedures are Construction Contract Cost Control and Construction Management Cost Control.



Construction Contract Cost Control: The CM team manages, maintains, and delivers auditable, reliable records and budget forecasts throughout the entire project duration from NTP to final acceptance. Each of the stakeholders with a financial interest in the project is watching the developments closely. Working with the City, we develop and provide a monthly progress report on the financial health of the project. This monthly report contains the current budget and schedule status and be furnished to the City monthly. The construction expenditures are generated for the items of work which are measured and recorded and reviewed by the

field team in the monthly progress pay estimates. Change orders, both actual and anticipated, must also be accurately tracked. This data is feed the overall budget review of the project each month that accounts for the cumulative progress payments, expenditure forecasts and anticipated total project cost.



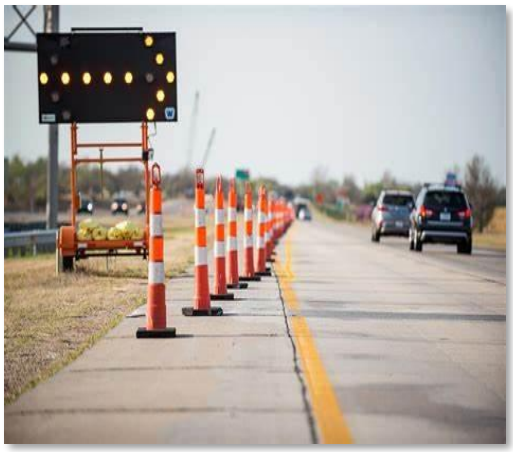
Drilling down to managing costs and budget, project issues not identified in the plans are where the budget and expenditure changes occur. Issue resolution is every team member's responsibility, particularly the inspectors in the field, as this is the least expensive place to solve a problem. This proactive mindset assists in keeping the project within budget and schedule because problems are not hidden, and impacts can be anticipated in advance. Each progress payment is linked to the previous payment, and we verify that the Contractor only receives payment for pay items or change order extra work bills to which the Contractor is entitled. Likewise, we assist the City in the review of monthly certified payrolls, DBE reports and EEO records to monitor labor compliance.

Construction Management Cost Control: The ultimate responsibility for our services cost control rests with our Construction Manager, Javier Soto. This is accomplished by resource loading of the draft construction schedules. Our service costs are outlined and monitored on a bi-weekly basis. Timesheets and field expenses are collected every week. Activity reports, costs and any deviation reports are generated for the City's review, every four weeks or as needed. Fountainhead's approach is to avoid parking staff on the project.

Payment Recommendations

Javier Soto, and the project inspectors are independently verifying the Contractor progress against schedule and budgeted work. In some instances, this includes theoretical calculation of quantities as well as a direct field measurement of the contract item work to support an auditable monthly partial progress payment authorization. Overpayment based on future estimates of work is not allowed. Payments are traceable to a checked source document field measured or calculated on quantity sheets that reflect completed work.

Traffic Control and Signal Timing



Our Team has considerable experience with all types of traffic control processes, full / partial road closures, streets, detours, night closures and traffic control. The inspectors work closely in performing traffic control inspections and work not be allowed to begin until and unless the closure conforms to the approved Traffic Control Plan. Our team members are familiar with WATCH & MUTCD manuals and verify that the Contractor implements the requirements in his traffic control plans.

Construction Testing & Quality Assurance Program (QAP)

We manage the required soils and materials testing through our Materials Testing subconsultant inspections to determine materials incorporated into the project are procured, installed, and tested, as well as modified (if necessary). We make sure conformance to the contract documents and applicable codes, standards, procedures, and processes including ASTM and Caltrans. Sampling and testing activities are conducted in accordance with applicable testing guidelines. Our Team maintains testing summaries to confirm that all unacceptable work is recorded and corrected prior to the contractor placing new work on non-conforming work.



Post Construction

Final Inspection / Acceptance and Punch-List Assistance

Upon completion of work by the Contractor, the Fountainhead team walk the project to verify that all items of work have been completed as required by the contract documents. A punch list of outstanding items is developed and provided to the Contractor for addressing. After the Contractor has completed all the items on the punch list, a final walkthrough of the project site is conducted. If a portion of the project is completed, and the City would like to make use of that portion, then the Fountainhead Team conduct a walk-through and create a punch list to accept only that portion of the work. If the Fountainhead Team is satisfied that all the items on the punch list have been addressed, then Fountainhead recommends final acceptance by the City and payment to the Contractor.



Contract Closeout

Upon completion of the work and after all items on the punch list have been addressed, the Fountainhead team recommend acceptance of the project by the City, and that formally relieves the Contractor of any further responsibility for the completion of project. The warranty responsibilities remain as required. The project close-out phase includes.

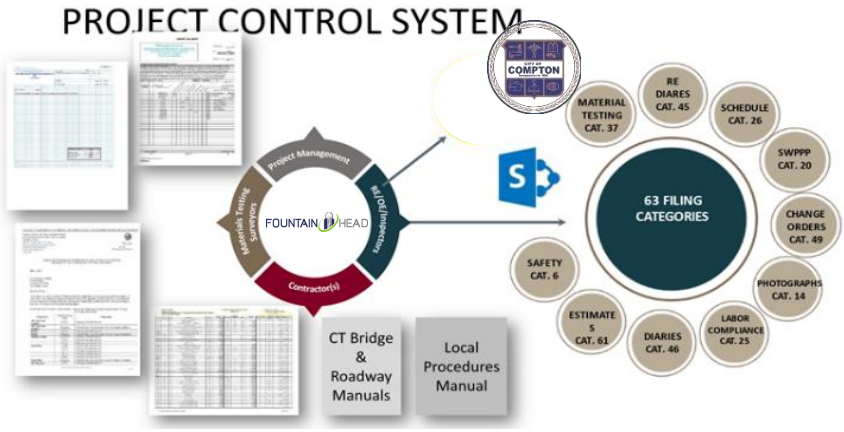
(1) Resolving any outstanding claims and providing supporting information,

(2) Recommending to the City the final payment to the Contractor,

(3) Making sure that all liens on the project by the Contractor or Subcontractors have been released, and (4) archiving all project records. The Fountainhead team prepare project close-out reports per the Caltrans Construction Manual, City requirements and LAPM to meet all funding requirements. Project Close- out also deal with the final details of the project and provide a normal ending of all procedures, including the delivery of the final product. Project close-out is an important phase of the contract and must be performed as specified. This verifies that the project is 100% complete. In closing project files, the Fountainhead team bring records up to date and make sure that all original documents are in the project files and at one location.

Record Keeping and As-Built Plans

In addition to construction inspections, our inspectors are also responsible for maintaining an accurate and complete record of work that is being performed by contractors. Project records and reports are necessary to determine that contract requirements have been met so that payments can be made to the contractor. Project records are kept current, complete, accurate, and are submitted on time.



It is critical that the inspector keep a written diary of the activities that take place in the field. The diary contains information concerning the work being inspected, including unusual incidents and



important conversations. This information may become very critical in case of legal action for litigation involving construction claims or job failure.

As-built plans reflect any deviation that may exist between the project plans and what was built in the field.

Final Project Report

Fountainhead prepares a final report in accordance with Chapter 17 of LAPM for State federally funded projects. We provide the City with one electronic copy, and one hard copy of final report.

Final Payment, Final Report of Expenditure Checklist

Fountainhead provides the proposed final estimates to the City, along with all required attachments in Final expenditure of each bid item in accordance with Chapter 17 of LAPM including:

- Final expenditure of each bid item
- Remaining funds
- Change order expenditures
- Contractor final payment certification request
- Remaining contingency balance
- Finalized bid items
- Claims | Change orders
- Punch list items and corrected shop drawings

Audit Support

As directed by the City, the Fountainhead team support the City and participate in all audit processes at the City offices. Fountainhead provides copies of project documentation, as requested by the auditors, and attends meetings, as directed.



Quality Assurance / Quality Control Procedures

Internal Quality Control Program

Fountainhead has an internal quality control program that is implemented on all construction projects. Javier is responsible for implementing this plan. Quality control (QC) guidelines have been standardized into our Construction Management Manual and construction documentation which forms the basis for developing a project specific quality assurance plan. **Fountainhead team members are well familiar with various contract and inspection documentation forms and have been utilizing them on construction projects for years.**



The overall Quality Control activity is continuously monitored by Javier monthly and reviewed quarterly during an independent site review conducted by Fountainhead's Project Director, Victor Valdovinos. Our internal QA/QC process is simple and does not require additional time demands from the Client. Routinely, our Resident Engineer conducts independent reviews of the project records for their adherence to the Client's policies and procedures.

In-House Labor Compliance

Fountainhead understands the various methodologies and approaches to best address the nuances, opportunities and challenges of working in Southern California. With offices in the Inland Empire, Los Angeles, Orange, and San Diego Counties, Fountainhead specializes in program and project management, construction management, inspection / specialty inspection, cost engineering, quality assurance, scheduling, claims avoidance, labor compliance and staff augmentation services to clients involved in major construction projects. With an emphasis on practical, experienced and cost-effective solutions, Fountainhead's capabilities range from local agency public works improvements to major transportation infrastructures, facilities, utility infrastructure, and building projects.

Fountainhead's Team members provided Labor Compliance services in accordance with Local, State, and Federal Ordinances, Laws, and Regulations; Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006); projects funded by Proposition 1 (The Water Quality, Supply, and Infrastructure Improvement Act of 2014); and Department of Industrial Relations (DIR) on all SB-854 effected projects. We understand how to streamline the collection, review, monitoring and reporting of certified payrolls to verify compliance with Prop 84, SB 854, Davis Bacon, HUD, CDBG, state prevailing wage and labor law provisions.

Labor Compliance / Auditing Services Include		
• Stimulus Funds Tracking • Prevailing Wage Compliance • Davis-Bacon Compliance • Automate Verification Process • Civil Rights Compliance • Certified Payroll Management	• Outreach/On-the-Job Training • Unified Certification Process • Local Impact Analysis • DBE, 1391 & 1392, MBE, SBE goals with instant Federal and California reporting	• Source Document Review (Audit) • Payment Tracking • Contract Compliance • Employee Field Interviews

- Fountainhead monitors construction project documentation and practices to ensure compliance with State and Federal Davis-Bacon Act prevailing wage laws; and facilitates wage corrections caused by misclassifications, underreporting of man-hours, and other labor compliance errors.
- Fountainhead 's team members conduct labor compliance audits; submit annual reports to all appropriate Federal, State and local agencies; and monitor prevailing wage compliance.



- Fountainhead collects, stores, reviews, investigates, analyzes, verifies, and audits Certified Payroll Records, Fringe Benefit Statements, Trustee Reports, prevailing wage claims, employer training contributions, and apprenticeship paperwork to determine compliance with applicable rules and regulations; issues requests for missing and revised documentation, and corresponds with the applicable contractor's staff to ensure compliance; completes audits, calculates underpayments, fines and penalties; and we evaluate contractors' information to ensure proper licensing and provision of worker's compensation insurance coverage for employees in case of injury.

Labor Compliance Team Experience

Los Angeles County
Imperial County
Caltrans District 7 & 8
Riverside County Transportation Department
CA Department of Water & Power
Port of Long Beach
Orange County Transportation Authority
Riverside Department of Water
City of Rialto | City of Whittier
City of Indio | City of Anaheim
City of Fontana | City of Fullerton
City of Riverside | City of Carson
City of Moreno Valley | City of Murrieta
City of Camarillo | City of Desert Hot Springs

- Our team of labor compliance professionals provide Labor Compliance services including compliance for Federal Highway Administration (FHWA) and Caltrans Local Assistance Procedures Manual (LAPM) projects; and implements, monitors, and enforce Davis-Bacon and Related Acts, California Labor Code, and California Code of Regulations (CCR).



- Fountainhead conducts payroll records audits checking for payroll irregularities and employee compliance. We collect labor compliance affidavits prior to project close-out for release of final payments to contractors; conduct monthly job-site interviews; collect and review supporting documents, including but not limited to inspector logs, job logs, time sheets, and sign-in sheets to reconcile craft work data.
- Our team monitors apprentice ratios and issues notice to rectify as necessary; and notifies the contractor of missing or delinquent documents and corrective actions required. Our team understands how to streamline the collection, review, monitoring and reporting of certified payrolls to verify compliance with all Davis-Bacon, ARRA, CDB6 state prevailing wage and the City's labor law provisions.



Fountainhead has a pool of Labor Compliance staff members with extensive experience and a track record in the industry. We understand the Labor Compliance Officer is required to have five (5) years of labor compliance experience. In addition, our staff's experience includes the following:



- Analyze documents,
- Ability to effectively work with various government agencies,
- Research and interpret laws, codes, and regulations affecting prevailing wage rates,
- Respond to inquiries and complaints from third parties,

- Respond to public records request,
- Make recommendations to withhold contract payments,
- Experience with Labor Code 1720-1815 and applicable CCRs Title 8,
- Ensure compliance with applicable Labor Code requirements.

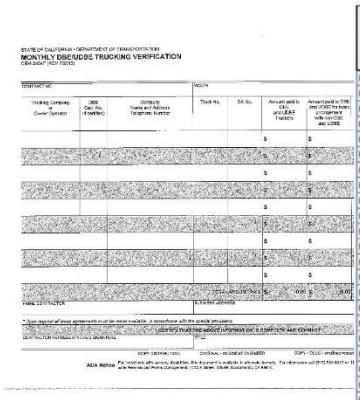
Fountainhead understands that the Labor Compliance Officer is responsible for conducting payroll analysis, recommending actions to enforce labor law, crosschecking dailies with certified payrolls, verifying apprenticeship ratios are correct, obtaining certifications for apprentices and owner operators, reviewing employee interviews, calculating restitution, sending out correspondence to contractors and communicating with contractors and agencies as needed. Our LCO:

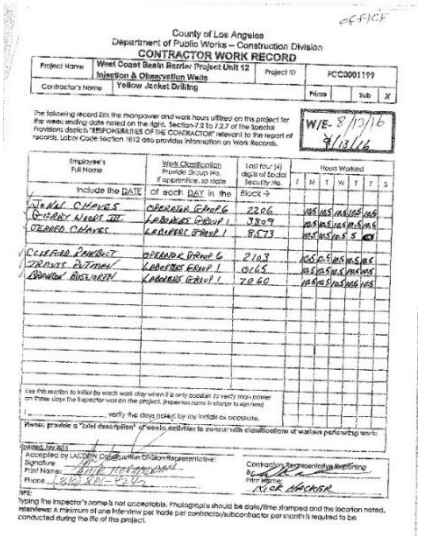
- Review & Audit Certified Payroll Reports,
- Attend Preconstruction Meetings and Inform Contractors of all Labor Provisions,
- Enforce SB854 Laws,
- Prepare Restitution Cases,
- Reconcile Inspector's Daily Work Reports to Certified Payroll Reports,
- Work with Outside Labor Compliance Agencies,
- Field Audits / Employee Interviews,
- Prepare for Federal and/or State Audits for Labor Compliance,
- Conduct In-house Training,
- Maintain Labor Compliance File

Approach to Fountainhead's Labor Compliance Services

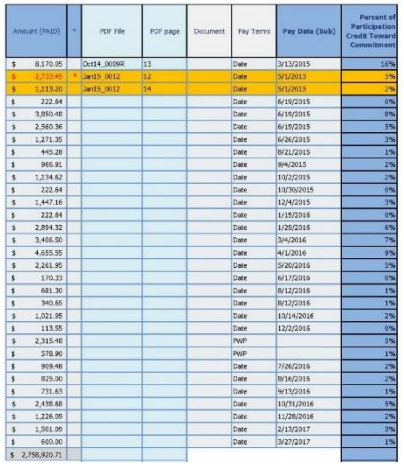
Fountainhead Team's approach to projects is to have a work plan that verifies the key categories found in public works contracts, as well as addressing prevailing wage requirements. Our Team has successfully monitored and enforced labor compliance in many cities, counties and agencies using the formal process map displayed. We have been responsible for educating personnel and assisting them in monitoring and enforcing prevailing wage requirements of labor laws to verify all contractors working on government projects are in compliance with state and federal prevailing wage statutes and regulations.

Fountainhead Team members are experienced in successfully performing work on multiple projects concurrently. Based on this experience, the provided scope of work and our expertise in providing labor compliance services for various clients, we follow the steps in the following Flow Chart:

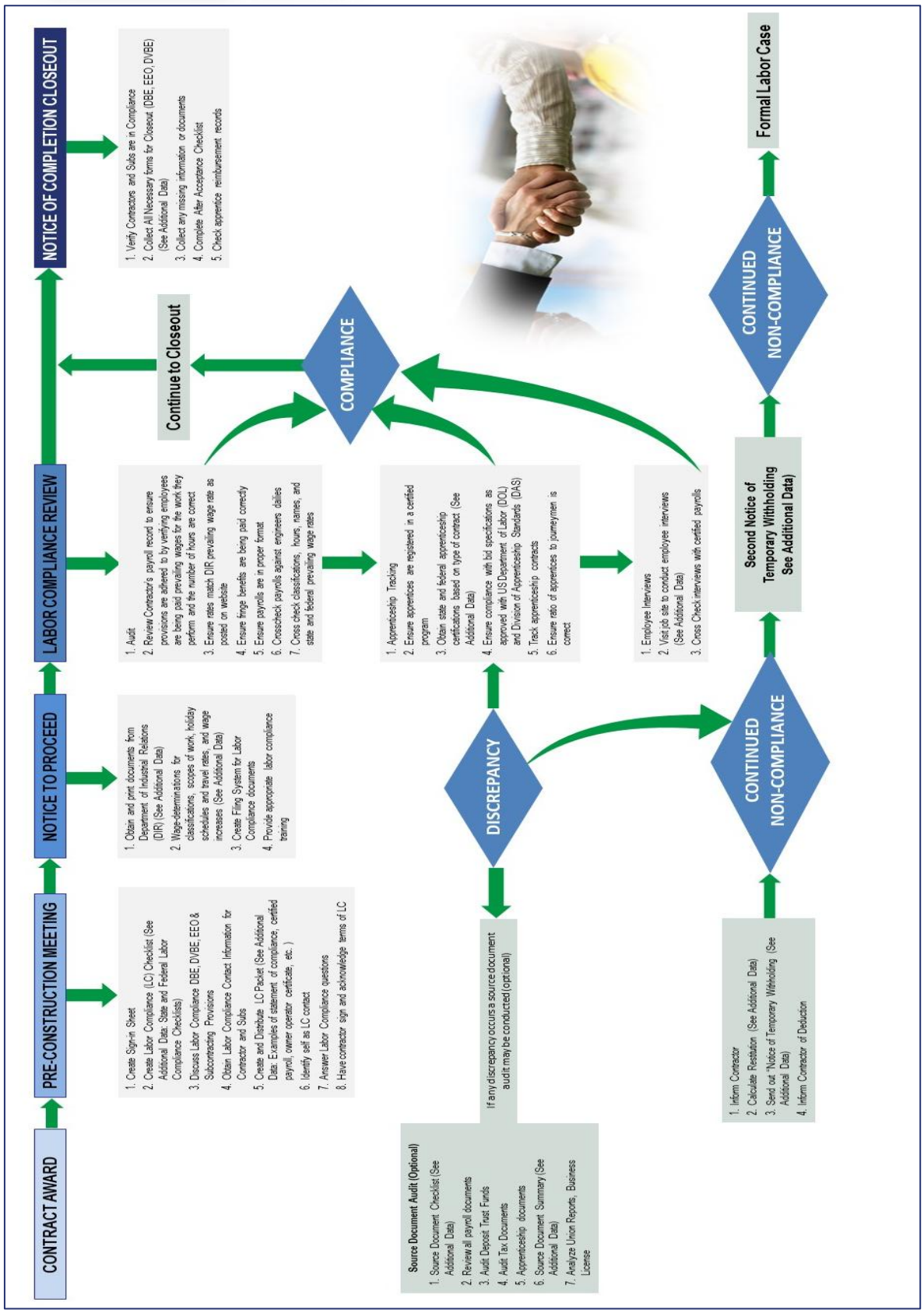

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION
MONTHLY DBE/UDBE TRUCKING VERIFICATION


County of Los Angeles
Department of Public Works – Construction Division
CONTRACTOR WORK RECORD

Sub	DBE Cert	Invoice No.	Comment	Project	Invoice Date	Year	Month	Comment	Voucher
Kroner	41915	1094-001		01626.01	10/22/2014	2014	October		1248963
Kroner	41915	1094-002	Revised	PCA01626	12/26/2014	2015	January	work done in Oct and Dec	1260127
Kroner	41915	1094-003		PCA01626	1/30/2015	2015	January		1268556
Kroner	41915	1094-004		PCA01626	2/27/2015				1273760
Kroner	41915	1094-005		PCA01626	3/27/2015				1282791
Kroner	41915	1094-006		PCA01626	4/24/2015				1290509
Kroner	41915	1094-007		PCA01626	5/29/2015				1293668
Kroner	41915	1094-008		PCA01626	6/26/2015				1299529
Kroner	41915	1094-009		PCA01626	7/31/2015				1306228
Kroner	41915	1094-010		PCA01626	8/28/2015				1312921
Kroner	41915	1094-011		PCA01626	9/25/2015				1319421
Kroner	41915	1094-012		PCA01626	10/30/2015				1326142
Kroner	41915	1094-013		PCA01626	11/27/2015				1332999
Kroner	41915	1094-014		PCA01626	12/25/2015				1336533
Kroner	41915	1094-015		PCA01626	1/31/2016				1344050
Kroner	41915	1094-016		PCA01626	2/26/2016				1351564
Kroner	41915	1094-017		PCA01626	3/31/2016				1357773
Kroner	41915	1094-018		PCA01626	4/30/2016				1363594
Kroner	41915	1094-019		PCA01626	5/31/2016				1371218
Kroner	41915	1094-020		PCA01626	6/30/2016				1377664
Kroner	41915	1094-021		PCA01626	8/31/2016				1389709
Kroner	41915	1094-022		PCA01626	9/30/2016				1395977
Kroner	41915	1094-023		PCA01626	2/28/2017				1426775
Kroner	41915	1094-024		PCA01626	3/31/2017				1430675
Kroner	41915	1114-001		PCA02028	5/31/2016				1372253
Kroner	41915	1114-002		PCA02028	6/30/2016				1377665
Kroner	41915	1114-003		PCA02028	7/31/2016				1384276
Kroner	41915	1114-004		PCA02028	8/31/2016				1389710
Kroner	41915	1114-005		PCA02028	9/30/2016				1395978
Kroner	41915	1114-006		PCA02028	12/31/2016				1415898
Kroner	41915	1114-007		PCA02028	1/31/2017				1420878



Amount (PAID)	*	PDF File	PDF page	Document	Pay Terms	Pay Date (Sub)	Percent of Participation Credit Toward Commitment
$ 8,170.95		Oct14_0009R	13		Date	3/13/2015	10%
$ 2,733.45	*	Jan15_0012	12		Date	5/1/2015	5%
$ 1,113.20		Jan15_0012	14		Date	5/1/2015	2%
$ 222.64					Date	6/19/2015	0%
$ 3,850.48					Date	6/19/2015	8%
$ 2,560.36					Date	6/19/2015	5%
$ 1,271.35					Date	6/26/2015	3%
$ 443.28					Date	8/21/2015	1%
$ 965.91					Date	9/4/2015	2%
$ 1,134.62					Date	10/2/2015	2%
$ 222.64					Date	10/30/2015	0%
$ 1,447.16					Date	12/4/2015	3%
$ 222.84					Date	1/15/2016	0%
$ 2,894.32					Date	1/29/2016	6%
$ 3,466.90					Date	3/4/2016	7%
$ 4,655.55					Date	4/1/2016	9%
$ 2,241.95					Date	5/20/2016	5%
$ 170.33					Date	6/17/2016	0%
$ 681.30					Date	8/12/2016	1%
$ 340.65					Date	8/12/2016	1%
$ 1,021.95					Date	10/14/2016	2%
$ 113.55					Date	12/2/2016	0%
$ 2,315.48					PWP		5%
$ 570.90					PWP		1%
$ 919.48					Date	7/26/2016	2%
$ 825.00					Date	8/16/2016	2%
$ 731.63					Date	9/13/2016	1%
$ 2,438.88					Date	10/31/2016	5%
$ 1,226.99					Date	11/28/2016	2%
$ 1,561.99					Date	2/13/2017	3%
$ 660.00					Date	3/27/2017	1%
$ 2,758,920.71							


CONTRACT AWARD
PRE-CONSTRUCTION MEETING
1. Create Sign-in Sheet
2. Create Labor Compliance (LC) Checklist (See Additional Data: State and Federal Labor Compliance Checklists)
3. Discuss Labor Compliance DBE, DVBE, EEO & Subcontracting Provisions
4. Obtain Labor Compliance Contact Information for Contractor and Subs
5. Create and Distribute LC Packet (See Additional Data: Examples of statement of compliance, certified payroll, owner operator certificate, etc.)
6. Identify self as LC contact
7. Answer Labor Compliance questions
8. Have contractor sign and acknowledge terms of LC
NOTICE TO PROCEED
1. Obtain and print documents from Department of Industrial Relations (DIR) (See Additional Data)
2. Wage-determinations for classifications, scopes of work, holiday schedules and travel rates, and wage increases (See Additional Data)
3. Create Filing System for Labor Compliance documents
4. Provide appropriate labor compliance training
LABOR COMPLIANCE REVIEW
1. Audit
2. Review Contractor's payroll record to ensure provisions are adhered to by verifying employees are being paid prevailing wages for the work they perform and the number of hours are correct
3. Ensure rates match DIR prevailing wage rate as posted on website
4. Ensure fringe benefits are being paid correctly
5. Ensure payrolls are in proper format
6. Crosscheck payrolls against engineers dailies
7. Cross check classifications, hours, names, and state and federal prevailing wage rates
1. Apprenticeship Tracking
2. Ensure apprentices are registered in a certified program
3. Obtain state and federal apprenticeship certifications based on type of contract (See Additional Data)
4. Ensure compliance with bid specifications as approved with US Department of Labor (DOL) and Division of Apprenticeship Standards (DAS)
5. Track apprenticeship contracts
6. Ensure ratio of apprentices to journeymen is correct
1. Employee Interviews
2. Visit job site to conduct employee interviews (See Additional Data)
3. Cross Check interviews with certified payrolls
DISCREPANCY
If any discrepancy occurs a source document audit may be conducted (optional)
Source Document Audit (Optional)
1. Source Document Checklist (See Additional Data)
2. Review all payroll documents
3. Audit Deposit Trust Funds
4. Audit Tax Documents
5. Apprenticeship documents
6. Source Document Summary (See Additional Data)
7. Analyze Union Reports, Business License
CONTINUED NON-COMPLIANCE
1. Inform Contractor
2. Calculate Restitution (See Additional Data)
3. Send out "Notice of Temporary Withholding (See Additional Data)
4. Inform Contractor of Deduction
Second Notice of Temporary Withholding See Additional Data)
CONTINUED NON-COMPLIANCE
Formal Labor Case
COMPLIANCE
Continue to Closeout
NOTICE OF COMPLETION CLOSEOUT
1. Verify Contractors and Subs are in Compliance
2. Collect All Necessary forms for Closeout (DBE, EEO, DVBE) (See Additional Data)
3. Collect any missing information or documents
4. Complete After Acceptance Checklist
5. Check apprentice reimbursement records

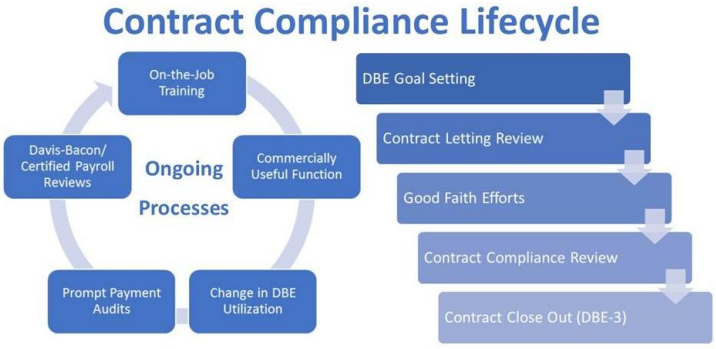


Our team members have prevailing wage compliance experience working with the following:

Prevailing Wage Compliance		
Proposition 84 Prevailing Wage Davis-Bacon Requirements ARRA Funding Compliance Monitoring Unit (CMM) Labor Compliance Meetings	CDBG Funding HUD Enforcement Certified Payroll Analysis SB854 Enforcement Certified Payroll Analysis Employee Interviews Source Document Review (Audits)	State and Local Compliance Apprenticeship Tracking Discrepancies, Restitution Cases Local Agency Compliance Wage Reporting

Our team are involved with labor compliance from the start of the project, and our Labor Compliance Team members provide the following services:

- Attend preconstruction meetings informing contractors and subcontractors of all labor compliance laws and provisions that need to be followed throughout the project. Have the contractor and subcontractors acknowledge and sign a checklist that informs them of all requirements.
- On a weekly basis, the Labor Compliance Officer (LCO) collects, monitors, and analyzes certified payrolls to ensure the contractor is in compliance with DIR requirements, including the new SB-854 laws.
- The LCO also confirms that Equal Employment Opportunity (EEO) requirements are being met.
- Depending on the type of funding for a project, there is specific documentation that needs to be obtained from the contractor and submitted. The LCO is responsible for verifying that the contractor complies with all these requirements. Once we receive certified payrolls, the LCO crosschecks certified payrolls with the inspector's daily basis to confirm that the employee is being paid for the correct number of hours. If we find a discrepancy in prevailing wage rate, hours or classifications, the contractor is notified with a "Notice of Temporary Withholding." If needed, restitution is calculated to show an underpayment. A deduction is taken until all correct documentation is received and checked.



- The LCO conducts field employee interviews and source document audits, as necessary. Apprentices are tracked throughout the project. If federal reimbursement is given, the LCO maintains records and calculations to document the amount to be paid. All these documents are filed in a category that would be the labor compliance file for the Department. The LCO maintains these files until project closes out. The LCO maintains communication with the contractor and project manager to verify everything is up to date and in compliance throughout the project life cycle. We work side-by-side with collaborative agencies to ensure compliance. A list of our collaborative agency experiences is below.

Collaborative Agencies	
Center for Contract Compliance	Division of Labor Standards and Enforcement (DLSE)
Department of Labor (DOL)	Department of Industrial Relations (DIR)
Local Unions	Division of Apprenticeship Standards (DAS)

Section D

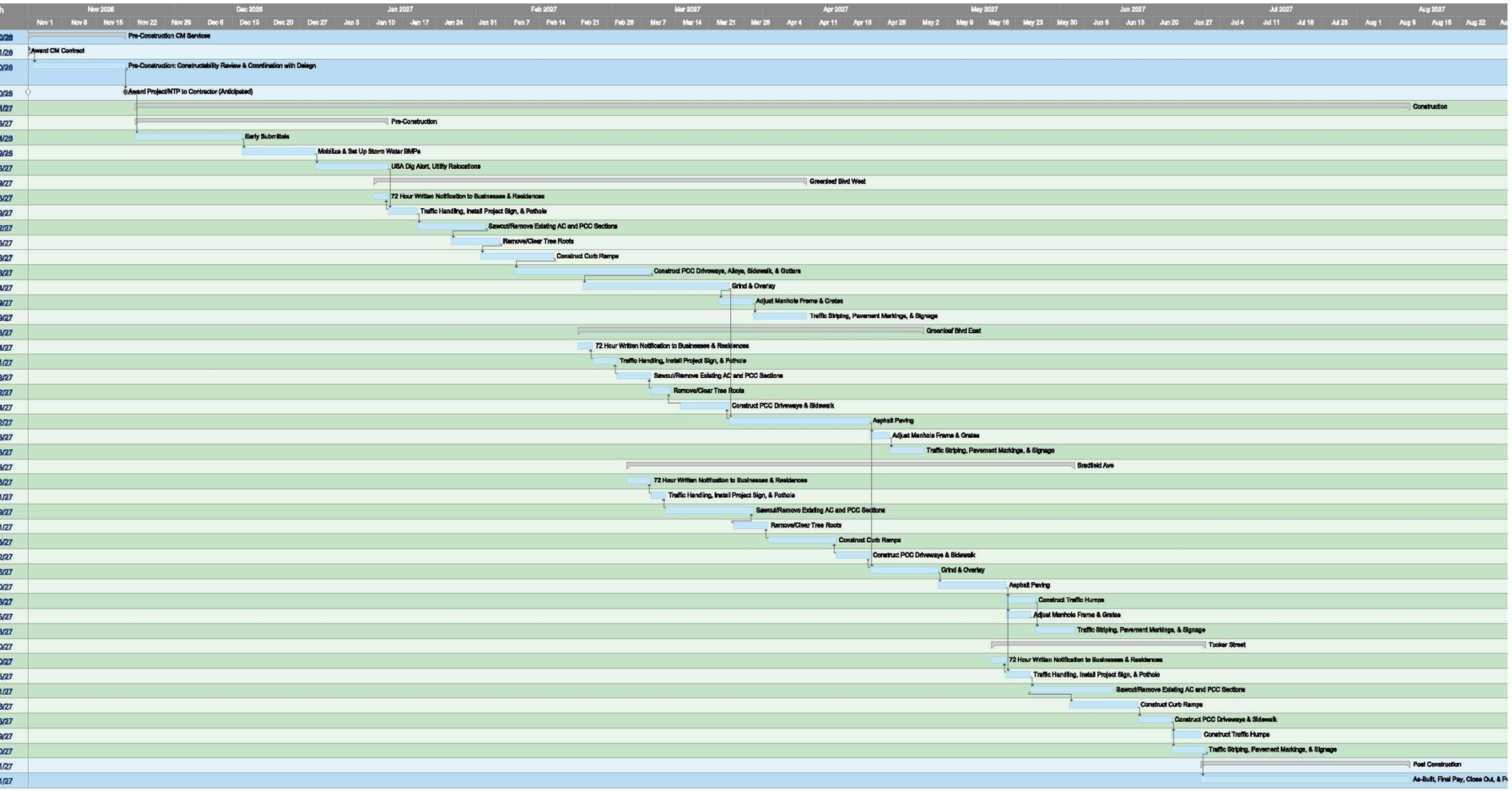
PROPOSED SCHEDULE OF WORK



D. PROPOSED SCHEDULE OF WORK

City of Compton - CIP 18-01 Phase 2D

Task Name	Duration	Start	Finish
Pre-Construction CM Services	16d	11/01/26	11/20/26
Award CM Contract	0	11/01/26	11/01/26
Pre-Construction: Constructability Review & Coordination with Design	14d	11/02/26	11/20/26
Award Project/NTP to Contractor (Anticipated)	0	11/20/26	11/20/26
Construction	180d	11/23/26	08/11/27
Pre-Construction	35d	11/23/26	01/13/27
Early Submittals	15d	11/23/26	12/14/26
Mobilize & Set Up Storm Water BMPs	10d	12/15/26	12/29/26
USA Dig Alert, Utility Relocations	10d	12/30/26	01/13/27
Greenleaf Blvd West	62d	01/11/27	04/09/27
72 Hour Written Notification to Businesses & Residences	3d	01/11/27	01/13/27
Traffic Handling, Install Project Sign, & Pothole	3d	01/14/27	01/19/27
Sawcut/Remove Existing AC and PCC Sections	10d	01/20/27	02/02/27
Remove/Clear Tree Roots	8d	01/27/27	02/06/27
Construct Curb Ramps	10d	02/02/27	02/16/27
Construct PCC Driveways, Alleys, Sidewalk, & Gutters	19d	02/09/27	03/08/27
Grind & Overlay	22d	02/23/27	03/24/27
Adjust Manhole Frame & Grates	5d	03/23/27	03/29/27
Traffic Striping, Pavement Markings, & Signage	8d	03/30/27	04/09/27
Greenleaf Blvd East	50d	02/22/27	05/03/27
72 Hour Written Notification to Businesses & Residences	3d	02/22/27	02/24/27
Traffic Handling, Install Project Sign, & Pothole	3d	02/25/27	03/01/27
Sawcut/Remove Existing AC and PCC Sections	5d	03/02/27	03/08/27
Remove/Clear Tree Roots	4d	03/09/27	03/12/27
Construct PCC Driveways & Sidewalk	8d	03/15/27	03/24/27
Asphalt Paving	20d	03/25/27	04/22/27
Adjust Manhole Frame & Grates	2d	04/23/27	04/26/27
Traffic Striping, Pavement Markings, & Signage	5d	04/27/27	05/03/27
Bradfield Ave	64d	03/04/27	06/03/27
72 Hour Written Notification to Businesses & Residences	3d	03/04/27	03/06/27
Traffic Handling, Install Project Sign, & Pothole	3d	03/09/27	03/11/27
Sawcut/Remove Existing AC and PCC Sections	12d	03/12/27	03/29/27
Remove/Clear Tree Roots	4d	03/26/27	04/01/27
Construct Curb Ramps	10d	04/02/27	04/15/27
Construct PCC Driveways & Sidewalk	5d	04/16/27	04/22/27
Grind & Overlay	10d	04/23/27	05/06/27
Asphalt Paving	10d	05/07/27	05/20/27
Construct Traffic Humps	4d	05/21/27	05/26/27
Adjust Manhole Frame & Grates	3d	05/21/27	05/25/27
Traffic Striping, Pavement Markings, & Signage	5d	05/27/27	06/03/27
Tucker Street	31d	05/18/27	06/30/27
72 Hour Written Notification to Businesses & Residences	3d	05/18/27	05/20/27
Traffic Handling, Install Project Sign, & Pothole	3d	05/21/27	05/25/27
Sawcut/Remove Existing AC and PCC Sections	12d	05/26/27	06/11/27
Construct Curb Ramps	10d	06/03/27	06/16/27
Construct PCC Driveways & Sidewalk	5d	06/17/27	06/23/27
Construct Traffic Humps	4d	06/24/27	06/29/27
Traffic Striping, Pavement Markings, & Signage	5d	06/24/27	06/30/27
Post Construction	30d	06/30/27	08/11/27
As-Built, Final Pay, Close Out, & Post Construction Support	30d	06/30/27	08/11/27



Section E

FEE PROPOSAL





E. FEE

In a separate envelope, a Fee schedule and a total “Not to Exceed” fee for completing the work in the Scope of Services.

Section F

CONSULTANT'S USE OF DISADVANTAGE BUSINESS ENTERPRISES (DBE's)



F. CONSULTANT'S USE OF DISADVANTAGED BUSINESS ENTERPRISES (DBE'S)

On September 30, 2025, the U.S. Department of Transportation (U.S. DOT) issued an interim final rule (IFR) which, among other things, implemented changes to the Disadvantaged Business Enterprise (DBE) Program via modifications to 49 Code of Federal Regulations Part 26. (Docket Number DOT-OST-2025-0897.) The IFR was published in the Federal Register on October 3, 2025, and took immediate effect.

Prior to September 30, 2025 ruling Fountainhead was a registered Disadvantaged Business Enterprise (DBE No. 41892).

Fountainhead is certified as a Small Business Enterprise (SBE No. 1798909).

FOUNTAIN HEAD

7950 Cherry Avenue, Suite 103
Fontana, California 92336
O: 909.730.4913



Residential Street Rehabilitation Project, Phase 2D

No.	Street	Limits
1.	Greenleaf Boulevard	Central Avenue to Whitemarsh Avenue
2.	Greenleaf Boulevard	Alameda Street to Atlantic Drive
3.	Bradfield Avenue	Compton Boulevard to Alondra Boulevard
4.	Tucker Street	Van Ness Avenue to Long Beach Boulevard

November 4, 2026

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NV5, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ROAD REPAIR SERVICES PROJECT, PHASE X, IN AN AMOUNT NOT TO EXCEED $396,418

SUMMARY

Adoption of this Resolution will authorize the City Manager to enter into a professional services agreement with NV5, Inc. (NV5) for construction management and inspection services related to citywide road repair services. The Resolution also authorizes the establishment of a purchase order in an amount not to exceed $396,418.

BACKGROUND

The City of Compton is committed to improving the quality, safety, and longevity of its roadway network as outlined in the Pavement Management Plan adopted by the City Council on September 3, 2024. Through strategic investment, proactive maintenance, and targeted rehabilitation projects, the City seeks to enhance driving conditions, extend pavement life, and ensure safe and efficient transportation for all roadway users.

The Road Repair Services Project will provide citywide pavement repairs in accordance with contract specifications and documents. The scope of work includes grind-and-overlay pavement rehabilitation, adjustment of sewer manholes, installation of striping, speed humps, traffic loops, and signage.

On August 3, 2026, the Public Works Engineering Department advertised Requests for Proposals (RFPs) for both construction services and construction management/ inspection services associated with the Road Repair Services Project. On September 1, 2026, pursuant to Resolution No. 26,490, the City Council awarded the construction contract to All American Asphalt in the amount of $4,333,000. Successful delivery of the project requires professional construction management and inspection services to monitor construction activities, administer the construction contract, ensure compliance with plans and specifications, monitor schedule and costs, and protect the City’s interests throughout construction.

On August 20, 2026, the City received six proposals for construction management and inspection services. A selection committee evaluated and ranked the proposals based on responsiveness, qualifications, relevant experience, staffing resources, project

understanding, and availability. Following the qualifications evaluation, fee proposals were reviewed to ensure the proposed compensation was fair and reasonable. The top three ranked firms were:

Rank	Firm	Location	Amount
1	NV5	Irvine, CA	$396,418
2	Fountainhead	Fontana, CA	$381,440
3	AMC	Cerritos, CA	$551,437

NV5 received the highest overall evaluation score. Although another proposer submitted a slightly lower fee proposal, the committee determined that NV5's project experience, proposed personnel, familiarity with City projects, and demonstrated qualifications outweighed the slight difference in proposed compensation.

Scope of Services

The consultant's responsibilities include construction administration, project controls, construction inspection, labor compliance coordination, materials testing coordination, schedule and cost monitoring, change order management, contractor payment review, public outreach support, environmental and permit compliance monitoring, project documentation, drone documentation services, preparation of monthly progress reports, and project closeout services, including as-built documentation and final project completion reporting.

Consultant Selection Process

Pursuant to Section 4-11.7(d) of the Compton Municipal Code, professional services contracts are exempt from the City's competitive bidding requirements and are selected based on demonstrated competence, professional qualifications, and the ability to perform the required services at a fair and reasonable price.

The Request for Proposals (RFP) required firms to submit qualifications and scope of services separately from their fee proposal. A review committee comprised of Public Works Engineering staff evaluated each firm using a Qualifications-Based Selection (QBS) process. Criteria included completeness of proposal, technical understanding, experience with similar projects, qualifications of assigned personnel, resource availability, and schedule. Only after ranking the most qualified firms did the committee review fees to ensure cost competitiveness.

Following the qualifications review, staff determined that NV5, Inc. is best qualified to provide construction management and inspection services for this project. NV5 has extensive experience delivering similar roadway rehabilitation and pavement improvement projects for public agencies throughout Southern California and has successfully provided construction management, inspection, labor compliance, and project administration services on numerous municipal capital improvement projects.

NV5 has established familiarity with the City's procedures and capital improvement program through its successful participation on several City projects, including the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements Project, Annual Residential Street Rehabilitation Projects, CIP 13-01 Street Improvements Project, Central Avenue Pavement Rehabilitation Project Phase II, Center Avenue Green Street and Storm Drain Improvements Project, and Pearl Avenue Sewer Replacement Project. This experience will allow the consultant to efficiently coordinate with City staff and provide effective project oversight.

NV5's proposed project team includes highly experienced professionals specializing in construction management, inspection, labor compliance, and materials testing. The proposed Project Manager has approximately 35 years of public works experience, and the lead Construction Inspector has more than 40 years of construction inspection experience on municipal roadway improvement projects.

STATEMENT OF ISSUE

Construction management and inspection services are critical to ensuring that the Road Repair Services Project is completed in accordance with approved plans, specifications, schedule, budget, and regulatory requirements. The Public Works Engineering Department does not have sufficient staff resources to provide the daily project oversight and construction administration required for a project of this size and complexity. Therefore, staff recommends retaining NV5, Inc. to provide these specialized services.

Council authorization is required to enter into a Professional Services Agreement with NV5, Inc. for construction management and inspection services and establish a purchase order in an amount not to exceed $396,418.

ALTERNATIVE

The City Council may choose not to approve the proposed agreement and direct staff to pursue an alternative procurement approach. However, this is not recommended because it would delay project implementation, increase administrative costs, and postpone the benefits of the roadway improvements.

FISCAL IMPACT

The proposed professional services agreement has a not-to-exceed amount of $396,418. Funding for these services is available in the FY 2026-27 Public Works Engineering Department budget, Account No. 1001-710-000-4262. Staff has reviewed the project scope of services and fee schedule and determined the compensation to be fair and reasonable for the level of construction management and inspection support required for the project.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution:

1. Accepting the proposal submitted by NV5, Inc. for construction management and inspection services for the Road Repair Services Project, Phase X;
2. Authorizing the City Manager to execute a Professional Services Agreement with NV5, Inc. in an amount not to exceed $396,418, and any ancillary documents necessary to implement the agreement, subject to approval as to form by the City Attorney; and
3. Authorizing the establishment of a purchase order in the amount of $396,418.

JACK H. GONG, P.E., SE, PMP
CITY ENGINEER

APPROVED FOR FORWARDING:

JERRY GROOMES
INTERIM CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NV5, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ROAD REPAIR SERVICES PROJECT, PHASE X, IN AN AMOUNT NOT TO EXCEED $396,418

WHEREAS, the City of Compton is committed to improving the condition, safety, and longevity of its roadway network through implementation of its Pavement Management Plan; and

WHEREAS, the Road Repair Services Project, Phase X, will provide citywide pavement rehabilitation and related roadway improvements; and

WHEREAS, on September 1, 2026, pursuant to Resolution No. 26,490, the City Council awarded the construction contract for the Project to All American Asphalt; and

WHEREAS, an essential component of successful project delivery is professional construction management and inspection services to ensure compliance with technical specifications, safety standards, budget, and schedule; and

WHEREAS, pursuant to Section 4-11.7(d) of the Compton Municipal Code, contracts for professional services are exempt from the City's competitive bidding requirements and are selected on the basis of demonstrated competence, professional qualifications, and the ability to perform the required services at a fair and reasonable price; and

WHEREAS, on August 20, 2026, the City received six (6) proposals for construction management and inspection services. A review committee evaluated all proposals using a Qualifications-Based Selection (QBS) process that considered responsiveness, qualifications, relevant experience, staffing resources, project understanding, and ability to perform the required services. Fee proposals were reviewed following completion of the qualifications evaluation; and

WHEREAS, NV5, Inc. received the highest overall evaluation score and was determined to be the most qualified firm to provide the required services at a fair and reasonable price, and the City Council finds that selection of NV5, Inc. provides the best overall value to the City; and

WHEREAS, funds in the amount of $396,418 are available in the Public Works Engineering Department's FY 2026-2027 budget, Account No. 1001-710-000-4262.

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

SECTION 1. The City Council hereby approves the selection of NV5, Inc. and accepts its proposal to provide construction management and inspection services for the Road Repair Services Project, Phase X.

SECTION 2. The City Manager is authorized to execute a Professional Services Agreement with NV5, Inc. in an amount not to exceed Three Hundred Ninety-Six Thousand Four Hundred Eighteen Dollars ($396,418), and any ancillary documents necessary to implement the agreement, subject to approval as to form by the City Attorney.

SECTION 3. Sufficient funds to support the agreement in an amount not to exceed $396,418 are available in the Public Works Engineering Department's FY 2026-2027 budget, Account No. 1001-710-000-4262.

SECTION 4. A purchase order in an amount not to exceed $396,418 is hereby authorized to be established for NV5, Inc. for services under the Road Repair Services Project, Phase X.

SECTION 5. Copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, Legal Counsel, and the Public Works Engineering Department.

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

ADOPTED this 4th day of November, 2026.

_____
EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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, signed by the Mayor and attested to by the City Clerk, at a regular meeting thereof held on the 4th day of November, 2026.

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

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –

_____
SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
NV5, INC.
[Road Repair Services Project, Phase X]

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 133 Technology Drive, Suite 200, Irvine, California 92618.

RECITALS:

WHEREAS, the City will be implementing the Road Repair Services Project (Phase X), which consists of improvements to specific streets within various areas throughout the City; and

WHEREAS, the City has identified a need for a qualified and experienced engineering consulting firm to provide construction management and construction inspection services for the Road Repair Services (Phase X); and

WHEREAS, NV5, INC. warrants that it is specifically trained, experienced, competent, and has the resources to provide construction management and inspection services on the Road Repair Services Project (Phase X); and

WHEREAS, City desires to engage Consultant to provide these services by reason of its qualifications and experience in performing such services; and

WHEREAS, by **Resolution No. _____**, adopted on the **27th, of October 2026,** the City Council authorized the City Manager to accept the proposal of the Consultant and enter into a professional services agreement to provide the necessary services; 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:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional construction management and construction inspection services relative to the Road Repair Services Project, (Phase X). This includes delivering management, construction management, contract administration, construction engineering and inspection, material quality assurance and post construction services. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

Task 1: **Preconstruction Conference** – Deliverables: Outline project specifics. Inform contractor of project administration procedures.

Task 2: **Management Information System** – Deliverables: Implement system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, information requests, submittals, contracts, reports, O&M manuals, progress payments, and change orders, etc.

Task 3: **Review Traffic Control Plans** – Deliverables: Review contractor's plans for detours, shutdowns and access for emergency vehicles.

Task 4: **Meetings** – Deliverables: Conduct meetings to discuss background, scope, objectives, schedule, current, and past issues as necessary.

Task 5: **Issues Management** – Deliverables: Analyze issues, seek appropriate advice, and give recommendations. Review cost reduction proposals as well as contractor's methods of construction in order to ensure compliance with plans and specifications and delivery of project within budget and the time specified.

Task 6: **Schedule** – Deliverables: Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.

Task 7: **Cost Control** – Deliverables: Monitor project funding. Monitor project budgets. Review contract item payments, material quantities, and change order payments.

Task 8: **Labor Compliance** – Deliverables: Provide labor compliance reports to include reporting on prevailing wage, payroll documentation, compliance status, and certified payrolls.

Task 9: **Request for Information & Submittals** – Coordinate and ensure prompt processing and turnaround time for contractor requests for information and submittals.

Task 10: **Change Orders** – Deliverables: Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Negotiate and prepare change orders for execution. Keep the City appraised of impact of cumulative change orders.

Task 11: **Dispute Resolution** – Deliverables: Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.

Task 12: **Quality Control/Inspection** – Deliverables: Observe and monitor all aspects of the project. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide photographic and video documentation of construction process. Encourage and stress quality in the constructed product. Provide materials testing services.

Task 13: **Public Relations** – Deliverables: Communicate with local business community regarding temporary construction impacts, such as traffic changes, noise, limited access and construction schedule.

Task 14: **Permit/Environmental Compliance** – Deliverables: Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies.

Task 15: **Progress Payments** – Deliverables: Review and approve all contractor's payment request. Verify contractor pay items. Prepare payment documentation for execution.

Task 16: **Monthly Status Reports** – Deliverables: Prepare monthly reports highlighting project progress, CCO's, cost issues, and schedule.

Task 17: **Site Safety** - Deliverables: Review and monitor contractor's safety program for compliance with Cal/OSHA. Notify contractor if an unsafe condition is observed. Notify City if contractor refuses to rectify unsafe condition and investigate accidents.

Task 18: **Drone Services –** Deliverables: Provide aerial photos and video of the various project sites.

Task 19: **"As-Built" Drawings** – Deliverables: Collect, review, and transmit contractor's data to engineer.

Task 20: Final Walkthrough – Deliverables: Make final inspections and prepare punch list. Verify that required certificates of compliance, O&M manuals and as-build drawings have been delivered.

Task 21: Project Completion Report – Deliverables: Process final progress payment to contractor. File Notice of Completion. Prepare final report and review project records.

As more fully described in the City's **"Road Repair Services Project (Phase X) – Request for Proposals for Construction Management and Inspection Services** and in Consultant's **"Proposal to Provide Road Repair Services Project (Phase X)"** dated August 20, 2026, both of which are incorporated herein by this reference.

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

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

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control. On demand of City, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from performing services rendered pursuant to this Agreement.

Jeffrey M. Cooper, PE, EVP, Chief Operating Officer of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. The Consultant shall commence services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the services to be rendered are complete, unless this Agreement is extended or terminated as provided herein.

Consultant will generally adhere to any schedule set forth within Consultant's Proposal or by the City provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to put forth its best professional efforts to perform the services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

3. Compensation. The method of payment for this Contract will be on a fee-for-services basis as specified within Consultant's **"Proposed Fee & Schedule"** and incorporated herein. The total price

paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change

in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

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

As full and complete compensation for performance of all the services to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept a not-to-exceed maximum sum of **Three Hundred Ninety Six Thousand Four Hundred and Eighteen Dollars ($396,418.00).**

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

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the

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

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

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the performance of any of Consultant's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Consultant's rights, duties or obligations arising under this Agreement shall be null and void.

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

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

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

9. Other Consultants. The City reserves the right to employ other consultants in connection with the services.

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

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

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the City**.**

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

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

11.2 Automobile Liability. $1,000,000 combined single-limit per accident for bodily injury and property damage.

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

11.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than $2,000,000 per claim. The coverage shall also provide an extended five (5) year reporting period commencing upon termination or cancellation of this Agreement.

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insureds"** with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.***

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

12. Permits and Licenses. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

14. Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with City, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations, which in any manner affect those, employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations. 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.

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

The City's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the City's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the City Council does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

Either Party, upon tendering 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 will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

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

19. 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:

.a Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency; and

.b Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years; and

.c Does not have a proposed debarment pending; and

.d Has not been indicted, convicted, or had a civil judgment rendered against him/her/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and

.e 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

.f 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.

_____ _____
Jeffrey M. Cooper, PE EVP, Chief Operating Officer (Date)

20. 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.

21. 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.

22. 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 that 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.

23. 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.

24. 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.

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

26. 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.

27. 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 Law Division, 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.

28. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person or via reputable delivery service (e.g. FedEx, DHL, UPS, 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 Consultant:	**NV5, Inc.** **133 Technology Drive, Suite 200** **Irvine, California 92618** **Attn: Jeffrey M. Cooper, PE EVP, Chief Operating Officer** **(949) 585-0477** **www.nv5.com**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Engineer, Public Works Engineering Department** **(310) 605-5505** **(310) 605-6326 – 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.

29. 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.

NV5 INC./CONSULTANT

Dated: _____

By _____
Jeffrey M. Cooper, PR EVP, Chief Operating Officer

Approved by:

Dated: _____ **By _____**
Jerry Groomes, Interim City Manager

Approved as to form:

Dated: _____ **By _____**
Legal Counsel

ATTEST:

Dated: _____ **By _____**
Satra D. Zurita, City Clerk

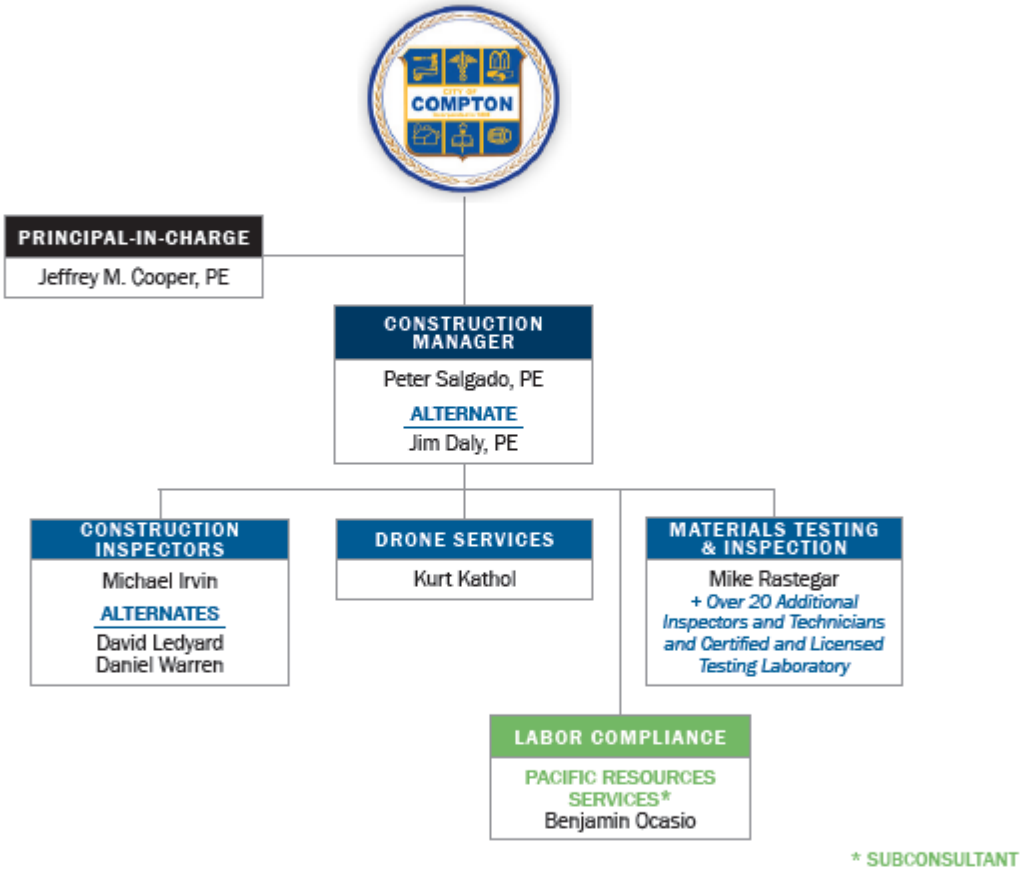
Exhibit A:

NV5, Inc. Organizational Chart/Staffing Plan

A. COMPANY OVERVIEW - ORGANIZATION CHART

Organization Chart

Our team of experts brings 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 construction management and inspection services. Shown below are team roles and responsibilities.



* SUBCONSULTANT

Staffing Plan

Our Construction Manager, Mr. Salgado, will manage the needs of the City for this project and direct the Construction Inspector on the appropriate priorities. We have listed alternates for both positions to assure all bases are covered if unforeseen circumstances arise. Personnel listed above will be dedicated to the successful completion of this project for the duration of the contract.







NV5

PROPOSAL

Submitted by NV5, Inc.
133 Technology Drive, Suite 200, Irvine, CA 92618

City of Compton

Construction Management and Inspection Services for the Road Repair Services Project

August 20, 2026

PN: 2700226-0022088.00

August 20, 2026

City of Compton - Public Works, Engineering Department
Attn: John D. Strickland, Jr., Project Manager
205 South Willowbrook Avenue
Compton, CA 90220

SUBJECT: Proposal for Construction Management and Inspection Services for Road Repairs

Dear Mr. Strickland,

NV5, Inc. is pleased to provide this proposal for Construction Management and Inspection Services to the City of Compton (City) for its Road Repair projects. Our team has the technical expertise and proven experience to deliver these services at the highest level of quality. NV5's strengths include the following:

Trusted Partner to the City: Our experience and strong existing relationship with the City gives us the ability to continue providing construction management and inspection services for your capital improvement projects. We operate with a sound understanding of your organizational structure, administrative processes, and the community you serve. This in turn allows us to provide the required construction support services in the most efficient manner. Our partnership with the City has resulted in the successful delivery of engineering services for several projects, including:

- Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements
- Annual Residential Streets Rehabilitation, Phases 1&2
- CIP 13-01 Street Improvements
- Central Avenue Pavement Rehabilitation (Phase II) from Compton Boulevard to City Limits
- Center Avenue Green Street and Storm Drain Improvements
- Emergency Sewer Line Replacement
- Pearl Avenue Sewer Replacement

Extensive Relevant Experience: We have a proven track record of successfully providing similar services to municipalities throughout Southern California, most of which have been repeat clients. Our team has recently provided construction management and inspection services on projects of similar scope and size, including citywide street improvement projects for the Cities of La Habra Heights, Yorba Linda, and Bellflower.

Our Proven Project Team: NV5 offers the City a team of dedicated professionals with proven capability and expertise. We are proposing **Peter Salgado, PE**, as **Project Manager**. Mr. Salgado has nearly 35 years of public works experience and has delivered several projects for the City. As **Construction Inspector**, we propose **Michael Irvin**, who brings more than 40 years of experience and has served as inspector on several citywide street improvement projects. **Kurt Kathol** will lead our NV5 UAV team to provide drone data collection services, and **Ben Ocasio** of Pacific Resources Services will provide labor compliance services, as he has for multiple other street improvement projects in the region.

As **Alternate Construction Inspectors**, we offer **David Ledyard** and **Daniel Warren**, who both have decades of experience and are well-versed in inspection for street improvement and repair projects.

Accessibility and Responsiveness: Our professionals take pride in providing immediate response and personal attention to our clients' needs. Each of our Construction Inspectors has been provided with a mobile office equipped with our web-based CMIS software to record daily reports and allow real-time access to the City — granting you convenient, full access to the current status of your projects. Additionally, our Inspectors send out regular supplementary emails noting elements of significance performed, along with photos for a quick glance of work, enabling all staff to immediately be up to date.

NV5 looks forward to the opportunity to continue working with the City and building on our successful relationship. If you need further information, please don't hesitate to use the contact information in the box below. Thank you for your time and consideration.

Sincerely, NV5, Inc.

Peter Salgado, PE
Director of Construction Management

Jeffrey M. Cooper, PE
EVP, Chief Operating Officer

CONTACT INFORMATION
Name: NV5, Inc.
Address: 133 Technology Drive, Suite 200, Irvine, CA 92618
Phone: 949.585.0477
Email: peter.salgado@nv5.com

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City of Compton - Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements project, post-construction

A. COMPANY OVERVIEW - FIRM PROFILE

Firm Profile

NV5, Inc. has been providing engineering and consulting services to public and private sectors for more than 75 years, delivering solutions through six business verticals: Testing, Inspection and Consulting; Infrastructure; Utility Services; Environmental Health Sciences; Buildings and Program Management; and Geospatial Technology. With more than 100 offices nationwide and abroad, NV5 has access to over 5,000 employees in a variety of fields who help clients plan, design, build, test, certify and operate projects that improve the communities where we live and work.

Our Irvine office specializes in the engineering design, construction management and inspection of capital improvement projects, including: streets, traffic systems, water and wastewater systems, drainage and flood control, parks and recreational facilities, vertical construction, and landscaping and grading. Our team includes licensed civil engineers, licensed contractors, construction managers, certified inspectors and experienced public works professionals. All team members have extensive experience working within the structure of municipal government and public construction policy and will seamlessly integrate with the City's team.

Key Services

The successful delivery of our products and services has resulted in repeat clients for a broad range of municipal projects. Our key services include:



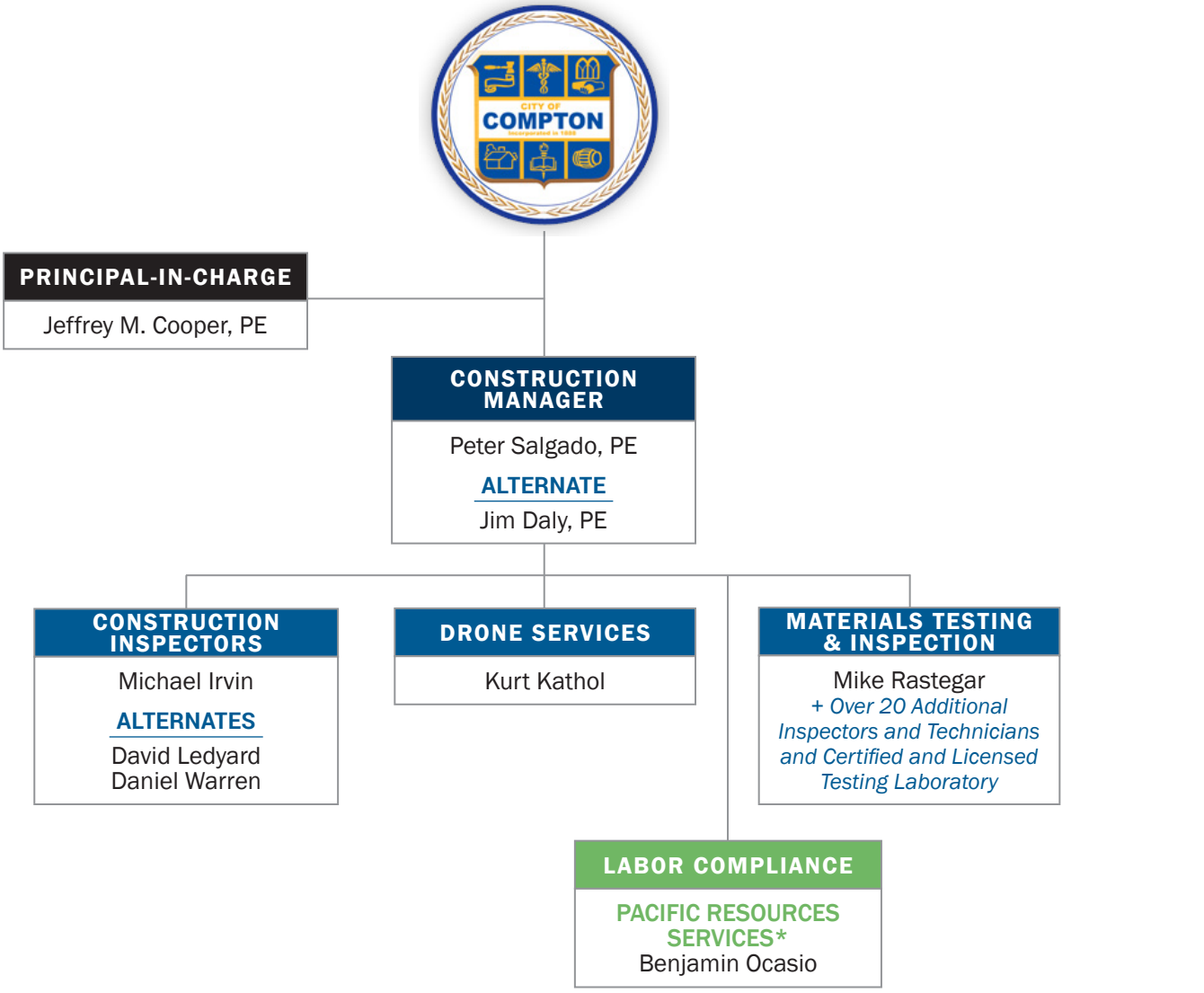
We maintain an extensive history of working with various local agencies. Throughout the course of completing myriad public works capital improvement projects, our team has demonstrated an unparalleled ability to work well with local agency staff, project stakeholders, engineers and contractors. We have successfully delivered projects in a timely and cost-effective manner, and we have acquired a keen understanding of local agency requirements, a critical element in the facilitation and resolution of project issues. We are excited about the opportunity to continue to serve the City and are committed to maintaining effective working relationships with your staff, relevant government agencies and project stakeholders.

With a demonstrated ability to address public concerns, we are experts in a broad range of governmental interface, public outreach and community involvement, and we are genuinely committed to public participation as a way of planning and completing projects. Our team routinely performs these services as part of our delivery of public works projects and regards them as a vital component to project success.

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CONTACT INFO
peter.salgado@nv5.com

EXPERIENCE
35 years

EDUCATION
B.S. Civil Engineering

LICENSES
Civil Engineer (CA)
No. 63159

PETER SALGADO, PE

Construction Manager

With nearly 35 years of experience, Mr. Salgado has managed and delivered a variety of public works projects, including street improvements, vertical construction and tenant improvements, parks and landscaping improvements, and water, sewer and storm drain improvements. Working with a variety of agencies, he is thoroughly familiar with local, state and federal procedures.

Project Experience

Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements

CITY OF COMPTON | COMPTON, CA

Construction Manager. Mr. Salgado is providing construction management services for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement project from Rosecrans Avenue to the southern City boundaries. Our team is providing construction management and inspection, labor compliance and geotechnical/materials testing and deputy inspection services for the project. The work includes pavement rehabilitation, including full-depth AC reconstruction and AC resurfacing; PCC improvements, including ADA-compliant curb ramps, bus pads, and median, sidewalk and driveway improvements; traffic signal modifications; installation of bus shelters and other site furnishings; pedestrian lighting improvements; landscaping and irrigation; and signing & striping.

CIP 13-01 Street Improvements

CITY OF COMPTON | COMPTON, CA

Construction Manager. Mr. Salgado oversaw the construction management and inspection services for the CIP 13-01 Street Improvements project. The project included reconstruction of PCC sidewalks, driveways, curb and gutter, and ADA curb ramps; reconstruction and resurfacing of existing AC pavement; traffic loop replacement; traffic striping and signage; and other minor associated work.

Central Avenue Pavement Rehabilitation

CITY OF COMPTON | COMPTON, CA

Construction Manager. Mr. Salgado oversaw the construction management and inspection for the Central Avenue Pavement Rehabilitation Project (Phase II). The project included cold-in-place recycling and cement treatment of AC structural section; cold mill and overlay; reconstruction of PCC sidewalks, driveways, curb and gutter, and ADA curb ramps; traffic loop replacement; utility adjustments; and traffic striping and signage.

FY 22-23 and Hacienda Road Street Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

Construction Manager. Mr. Salgado is providing construction management services for the City's FY 22-23 and Hacienda Road Street Improvements project. NV5 is providing construction management and inspection; labor compliance and wage monitoring; and materials testing and deputy inspection services for the project. The project includes street improvements to various roads throughout the City. Specifically, the scope of work includes clearing and grubbing; reconstruction and resurfacing of existing asphalt pavement; construction AC Berms, PCC curb and gutter, storm drain catch basin; crack sealing of existing AC pavement; and installation of traffic signage and striping.

Hacienda Road Safety Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

Construction Manager. Mr. Salgado is providing construction management services for the City's Hacienda Road Safety Improvement Project. Our team is providing construction management and inspection; labor compliance and wage monitoring; and materials testing and deputy inspection services for the City's Hacienda Road Safety Improvement Project. The project includes the installation of new traffic signals and ancillary equipment at Hacienda Road and Avocado Crest Road; and the installation of traffic signage and striping. The project is located on Hacienda Road between the south and north city limits. The project includes funding from a state Highway Safety Improvement Program grant.

Annual Pavement Preservation Program

CITY OF YORBA LINDA | YORBA LINDA, CA

Construction Manager. Mr. Salgado has managed this annual citywide street improvement program for several fiscal years starting in FY 2011-12 through the FY 2019-20 project. The scope of work typically includes the reconstruction of sidewalks, driveways, curb, gutter, cross gutters and ADA curb ramps; roadway section repairs and resurfacing; crack seal and slurry seal; utility adjustments; and, traffic striping and signage.

FY 22-23 Street Improvements (CDBG)

CITY OF LAGUNA NIGUEL | LAGUNA NIGUEL, CA

Project Manager. Mr. Salgado oversaw the team that provided construction inspection services for the City's federally funded FY 22-23 Street Improvements project. The work included reconstruction of existing PCC sidewalks, driveways, curb and gutter, and curb ramps; reconstruction and resurfacing of existing AC pavement; and traffic signage and striping.

FY 2021-22 Street Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

Construction Manager. Mr. Salgado provided construction management services and oversaw inspection services for the City's FY 2021-22 Street Improvements project. The scope of work includes street reconstruction and resurfacing, installation of AC berms, removal and construction of curb and gutter, utility adjustments, and traffic signage and striping. NV5 also provided geotechnical/materials testing and deputy inspection services for this project.

San Fernando Road Beautification, Phase I

CITY OF GLENDALE | GLENDALE, CA

Project Manager. Mr. Salgado oversaw NV5's team who provided construction inspection services for the City's San Fernando Road Beautification, Phase I project. The project was located on San Fernando Road between Grandview Avenue and Elk Avenue. The project included reconstruction and resurfacing of existing AC paving; reconstruction of existing sidewalks, driveways, curb and gutter, cross gutters, alley aprons, bus pads, and ADA ramps; construction of center median islands; adjustment of existing manholes and water meters to finished grade; removal and replacement of existing traffic striping and pavement markings; installation of Class II and III bike lane striping with green-backed shared roadway bicycle pavement markings; realignment of 12 intersections; traffic signal improvements; bus stop improvements; installation of drywells and bioswales; and installation of new landscaping and irrigation. *This project received a 2024 APWA SoCal Best Project Award in the Traffic, Mobility & Beautification Category.*

Bellflower Boulevard Complete Streets Project

CITY OF BELLFLOWER | BELLFLOWER, CA

Project/Construction Manager. Mr. Salgado provided project and construction management services for the Bellflower Boulevard Complete Streets project from Artesia Boulevard to South City Limits. NV5 provided construction management, inspection, labor compliance, geotechnical/materials testing and deputy inspection services for the federally funded project. The scope of work included reconstruction and resurfacing of existing asphalt pavement; removal and reconstruction of PCC sidewalks, driveways, curb and gutter, cross-gutters, drain inlets, and ADA curb ramps; landscaping and irrigation; adjustment of utilities to grade; replacement of existing traffic loops; and traffic striping and signage.

CONTACT INFO
jim.daly@nv5.com

EXPERIENCE
40 years

EDUCATION
B.S. Civil Engineering

LICENSES/CERTIFICATES
Civil Engineer (CA)
No. 45612

AFFILIATIONS
American Public Works Association

American Society of Civil Engineers

JIM DALY, PE

Alternate Construction Manager

Mr. Daly has 40 years of experience managing both horizontal and vertical capital improvement projects. As Assistant Deputy Director (Road Maintenance) for the County of Los Angeles, Mr. Daly managed approximately 500 employees responsible for the maintenance and repair of roadways, sidewalks, and parkway trees. He has experience managing myriad projects — including federally funded — for various departments, including Parks and Recreation, Beaches and Harbors, and Public Library departments, and has managed and designed numerous flood control facilities, including storm drains, debris basins and pump plants.

Project Experience

San Fernando Road Beautification, Phase I

CITY OF GLENDALE | GLENDALE, CA

Construction Inspector. Mr. Daly provided construction inspection services for the San Fernando Road Beautification, Phase I project, which was located on San Fernando Road between Grandview Avenue and Elk Avenue. The project included reconstruction and resurfacing of existing AC paving; reconstruction of existing sidewalks, driveways, curb and gutter, cross gutters, alley aprons, bus pads, and ADA ramps; construction of center median islands; adjustment of existing manholes and water meters to finished grade; removal and replacement of existing traffic striping and pavement markings; installation of Class II and III bike lanes; realignment of 12 intersections; traffic signal improvements; bus stop improvements; installation of drywells and bioswales; and installation of new landscaping and irrigation. *This project received a 2024 APWA SoCal Best Project Award in the Traffic, Mobility & Beautification Category.*

Bastanchury Road Widening

CITY OF YORBA LINDA | YORBA LINDA, CA

Assistant Construction Manager. Mr. Daly assisted with construction management services on the Bastanchury Road Widening project between Casa Loma Avenue and Eureka Avenue. The scope of work included adding a second lane in each direction along with a two-way turn lane in the median; elevating portions of the roadway center line up to 6 feet; constructing retaining walls/structures; installation of traffic signals at the intersections of Bastanchury Road/Casa Loma Avenue and Bastanchury Road/Eureka Avenue; and installation of new bike lanes, a multipurpose trail, and sidewalk/parkway improvements with new irrigation and landscaping. NV5 also provided on-site welding inspection of a water line. Project considerations included coordination with an adjacent tract home development that was undergoing construction improvements; coordination with the Yorba Linda Water District; and coordination with utilities for relocations that would be made before the road widening. *This project was awarded Project of the Year by ASCE Orange County.*

Traffic Signal Improvements

CITY OF LA CANADA FLINTRIDGE | LA CANADA FLINTRIDGE, CA

Construction Manager. Mr. Daly is providing construction management services for traffic signal improvement projects at various locations throughout the City. Work includes the removal and replacement of existing traffic signal equipment and wiring; removal and replacement of existing electrical service and pedestal; removal and replacement of ADA curb ramps, sidewalk, and curb and gutter; removal and replacement of asphalt concrete pavement; and, installation of new traffic signage.

CONTACT INFO
michael.irvin@nv5.com

EXPERIENCE
40 years

LICENSES/CERTIFICATES
Certified Erosion, Sediment and Storm Water Inspector (CESSWI)

Confined Space Certification

First Aid Certification

Trench Safety

AGC Leadership in Construction Course

MICHAEL P. IRVIN

Construction Inspector

Mr. Irvin is an experienced general engineering construction manager, superintendent, and inspector, specializing in public works, street and site development. He has 40 years of experience in the construction industry and is skilled in mass excavation, fine grading, paving, sewer, water, storm drain, dry utility and street construction. Mr. Irvin is a reliable professional with excellent communication and leadership skills.

Project Experience

Citywide Street and Traffic Signal Improvements

CITY OF LA CAÑADA FLINTRIDGE | LA CANADA FLINTRIDGE, CA

Construction Inspector. Mr. Irvin provided construction inspection services for street and traffic signal improvements at various locations throughout the City. The scope of work included the reconstruction of PCC sidewalks, curb and gutter, and ADA ramps; reconstruction and resurfacing of various arterial and residential roadways; removal and replacement of existing traffic signal equipment and wiring; removal and replacement of existing electrical service and pedestal; and traffic signage and striping.

Street and Traffic Signal Improvements

CITY OF BELLFLOWER | BELLFLOWER, CA

Construction Inspector. Mr. Irvin provided construction inspection services for street and traffic signal improvements at Bellflower Boulevard and Cedar Street and at Bellflower Boulevard and Park Street. The scope of work included reconstruction of PCC sidewalks, curb and gutter, and ADA ramps; reconstruction and resurfacing of existing AC pavement; installation of traffic signal poles and traffic signal controllers; and traffic signage and striping.

On-Call Inspection Services - Citywide Street Improvements

CITY OF BELLFLOWER | BELLFLOWER, CA

Construction Inspector. Mr. Irvin provided construction inspection services on citywide street and parkway improvements, including reconstruction of PCC sidewalks, driveways, curb and gutter, and ADA ramps; reconstruction and resurfacing of various arterial and residential roadways; and traffic signage and striping.

W.C. Fields Street & Hollywood Drive Improvements

NBC UNIVERSAL | HOLLYWOOD, CA

Construction Inspector. The $28M project included major street improvements for Universal Studios Hollywood, including pile driving, retaining walls, and street improvements.

Canyon Lake Pavement Rehabilitation

CANYON LAKE PROPERTY OWNERS ASSOCIATION | CANYON LAKE, CA

Construction Inspector. Mr. Irvin served as Inspector for the $8M citywide pavement rehabilitation project.

Countywide AC Rehabilitation Project

COUNTY OF SAN DIEGO | SAN DIEGO COUNTY, CA

Lead Inspector/Assistant Resident Engineer. Mr. Irvin served as Lead Inspector/ Assistant Resident Engineer for the Countywide AC Rehabilitation Project.

CONTACT INFO
david.ledyard@nv5.com

EXPERIENCE
40 years

EDUCATION
A.A. Engineering

DAVID LEDYARD

Alternate Construction Inspector

Mr. Ledyard has more than 40 years of engineering and construction inspection experience. He has served as both a supervisory inspector, overseeing permit inspectors, as well as a lead inspector on various capital improvement projects, including street, sewer, water and storm drain improvements. His responsibilities include site observation and construction quality assurance and control, ensuring general site safety, preparing daily reports, photo documentation, monitoring SWPPP and BMP implementation, providing daily updates to the city project manager, labor compliance and EEO interviews, providing recommendations and responses for contractor RFIs, assisting with submittal and shop drawing reviews, tracking quantities, and assisting with the progress payment reviews.

Project Experience

Annual Pavement Preservation Project

CITY OF YORBA LINDA | YORBA LINDA, CA

Construction Inspector. Mr. Ledyard provided construction inspection services for the City's Annual Pavement Preservation Project - Zone 3 Overlay. The work consisted of cold milling, asphalt concrete overlay, asphalt concrete digouts in localized areas, adjustment of survey monuments, manholes and valve covers to grade, installation of loop detectors, pavement striping, markings and markers and other miscellaneous improvements.

Glenwood Drive Pavement Rehabilitation

CITY OF ALISO VIEJO | ALISO VIEJO, CA

Construction Inspector. Mr. Ledyard provided construction inspection services for the Glenwoord Drive Pavement Rehabilitation project from SR-73 to Aliso Creek Road. The work includes reconstruction of existing PCC sidewalks and curb ramps, reconstruction and resurfacing of existing AC pavement, and traffic signage and striping.

Cedarbrook Paving Project

CITY OF ALISO VIEJO | ALISO VIEJO, CA

Construction Inspector. Mr. Ledyard is providing construction inspection services for this pavement rehabilitation project. The work includes reconstruction of existing PCC sidewalks and curb ramps, reconstruction and resurfacing of existing AC pavement, and traffic signage and striping.

Aliso Viejo Parkway Paving Project

CITY OF ALISO VIEJO | ALISO VIEJO, CA

Construction Inspector. Mr. Ledyard is providing construction inspection services for this pavement rehabilitation project. The work includes reconstruction of existing PCC sidewalks and curb ramps, reconstruction and resurfacing of existing AC pavement, and traffic signage and striping.

FY 2022-23 Slurry Seal and Rehabilitation

CITY OF ALISO VIEJO | ALISO VIEJO, CA

Construction Inspector. Mr. Ledyard provided construction inspection services for the FY 2022-23 Slurry Seal and Rehabilitation project. The scope of work included crack seal, slurry seal (type II), utility adjustments, and traffic signage and striping.

CONTACT INFO
daniel.warren@nv5.com

EXPERIENCE
30 years

LICENSES
Water Distribution Operator Grade D3 (CA), No. 8020

Water Treatment Operator Grade 2 (CA), No. 18940

Recycled Water Users Site Supervisor Training Certificate (County Sanitation Districts of Los Angeles County)

Excavation Safety & Competent Person Training Program Certificate (National Utility Contractors Association)

Residential Water Survey Training Certificate

Trench Shoring Certified

Underground Utility Line Locator Certificate

OSHA 30-Hour Outreach Training Program Certificate

DANIEL WARREN

Alternate Construction Inspector

Mr. Warren is a construction inspector with more than 30 years of experience in public works, including the positions Construction Inspector for the City of La Habra Heights and Grade III Water Distribution Operator and Grade II Water Treatment Operator for the Rowland Water District. Mr. Warren is extremely knowledgeable about the need for the Contractor's conformance to the approved plans and specifications, adherence to field quality control, as well as what the various heavy construction industry standards and construction principles are for water and wastewater systems. Mr. Warren has significant knowledge of all aspects of public utilities and provides expert quality control for all aspects of potable water, sewer, and recycled water works throughout his execution of his duties as an Inspector.

Project Experience

FY 22-23 and Hacienda Road Street Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

Construction Inspector. Mr. Warren provided construction inspection services for the FY 22-23 and Hacienda Road Street Improvements project. NV5 is providing construction management and inspection; labor compliance and wage monitoring; and materials testing and deputy inspection services for the project. The project includes street improvements to various roads throughout the City. Specifically, the scope of work includes clearing and grubbing; reconstruction and resurfacing of existing asphalt pavement; construction AC Berms, PCC curb and gutter, storm drain catch basin; crack sealing of existing AC pavement; and installation of traffic signage and striping.

Bastanchury Road Widening

CITY OF YORBA LINDA | YORBA LINDA, CA

Construction Inspector. Mr. Warren provided construction inspection services for the Bastanchury Road Widening project between Casa Loma Avenue and Eureka Avenue. The scope of work included adding a second lane in each direction along with a two-way turn lane in the median; elevating portions of the roadway center line up to 6 feet; constructing retaining walls/structures; installation of traffic signals at the intersections of Bastanchury Road/Casa Loma Avenue and Bastanchury Road/Eureka Avenue; and installation of new bike lanes, a multipurpose trail, and sidewalk/parkway improvements with new irrigation and landscaping. NV5 also provided construction management, inspection, materials testing/deputy inspection, and labor compliance services for the project, as well as on-site welding inspection of a water line. Project considerations included coordination with an adjacent tract home development that was undergoing construction improvements; coordination with the Yorba Linda Water District; and coordination with utilities for relocations that would be made before the road widening.

Permeable Alley Project Specification No. 3954

CITY OF GLENDALE | GLENDALE, CA

Construction Inspector. Mr. Warren is providing construction inspection services for the City's Permeable Alley Project Specification No. 3954. This project includes the reconstruction of existing AC paving; construction of permeable concrete gutters; and installation of 14 drywells and 11 bioswales in and around 28 alleys at various locations throughout the City.

CONTACT INFO
kurt.kathol@nv5.com

EXPERIENCE
8 years

EDUCATION
Associated Builders & Contractors Inc. Electrical Apprenticeship (2004)

A.S., Science & Arts

LICENSES/CERTIFICATES
APSS, COP, MSC, MSS-Optics Equipment Certifications (Department of Homeland Security)

KURT KATHOL

Drone Services Lead

Mr. Kathol has been working with UAV data acquisition methods for 8 years throughout the United States. His work includes extensive experience implementing usable High Precision Airborne GPS data for traditional stereo collection and point cloud creation. On a day-to-day basis, Mr. Kathol also manages video, RGB, thermal, Multispectral imagery and Airborne LiDAR data acquisition for a variety of applications. As a constant, he is involved in innovative research and development and integrates and implements these findings to create high-value UAV services. Mr. Kathol is the co-founder of Skyscene LLC and managed and provided UAV services for Skyscene clients for approximately four years. Skyscene LLC was then acquired by NV5, Inc. in 2017.

Project Experience

Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements

CITY OF COMPTON | COMPTON, CA

Mr. Kathol is providing drone photography and video services to capture preconstruction and postconstruction conditions for the City's Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements project from Rosecrans Avenue to the southern City boundaries. The work includes pavement rehabilitation, including full-depth AC reconstruction and AC resurfacing; PCC improvements, including ADA-compliant curb ramps, bus pads, and median, sidewalk and driveway improvements; traffic signal modifications; installation of bus shelters and other site furnishings; pedestrian lighting improvements; landscaping and irrigation; and signing & striping.

Escondido City Street Project

PHOTOGEODETIC | ESCONDIDO, CA

Performed flight planning and management of a high precision RGB flight for stereo mapping needs with accuracies better than .1'. This project workflow increased safety and cost efficiency because UAV accuracies eliminated the need to put surveyors in the road. High-resolution data collection also allowed mark-outs for mapping purposes.

Confidential Project

CALIFORNIA-BASED UTILITY COMPANY

Planned and managed four UAV data collections for approximately 12 miles of electrical transmission towers. Mr. Kathol planned and managed UAV-based LiDAR acquisition, oblique imagery of pole lines, high-precision orthoimagery, and a video corridor fly-through.

Confidential Project

A NATIONWIDE ENERGY COMPANY | NEVADA

Performed strategic flight planning in high vertical terrain to gather high-resolution imagery for environmental needs and high-accuracy ortho-imagery and point cloud data for a feasibility assessment. The 2,100-acre site was flown in 2 days.

Aggregate Mines

GRANITE CONSTRUCTION | SANTA PAULA, LITTLEROCK, INDIO, PALM SPRINGS, NILAND, EL CENTRO AND DCAC, SOUTHERN CALIFORNIA

Planned and managed seven project locations that needed to be flown on the same day for inventory purposes. Final deliverables included high-resolution ortho-imagery and surface models, including aggregate pile inventory calculations.

CONTACT INFO
mike.rastegar@nv5.com

EXPERIENCE
16 years

EDUCATION
Associate of Science

LICENSES/CERTIFICATES
Certified Electronics Technician (ISCET) AC29332

ICC 9056427

LADBS P038531

40-Hour OSHA Hazwoper

10-Hour OSHA Construction Industry Course

ACI

First Aid / CPR

RSO

MIKE RASTEGAR

Materials Testing & Inspection

Mr. Rastegar is a detail-oriented Construction Inspector with more than 16 years of public works inspection experience serving as both a resident inspector and a geotechnical and materials deputy inspector. He has completed a wide variety of projects, including both horizontal (street, sewer, water and drainage improvement), and vertical (building and structural improvement) projects. Mr. Rastegar also has experience in plan review and value engineering.

Project Experience

Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements

CITY OF COMPTON | COMPTON, CA

Construction Inspector. Mr. Rastegar is providing construction inspection services for the City's Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements project from Rosecrans Avenue to the southern City boundaries. The work includes pavement rehabilitation, including full-depth AC reconstruction and AC resurfacing; PCC improvements, including ADA-compliant curb ramps, bus pads, and median, sidewalk and driveway improvements; traffic signal modifications; installation of bus shelters and other site furnishings; pedestrian lighting improvements; landscaping and irrigation; and signing & striping.

FY 22-23 and Hacienda Road Street Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

Special Inspector. Mr. Rastegar is providing special inspection services for the City's FY 22-23 and Hacienda Road Street Improvements project. NV5 is providing construction management and inspection; labor compliance and wage monitoring; and materials testing and deputy inspection services for the project. The project includes street improvements to various roads throughout the City. Specifically, the scope of work includes clearing and grubbing; reconstruction and resurfacing of existing asphalt pavement; construction AC Berms, PCC curb and gutter, storm drain catch basin; crack sealing of existing AC pavement; and installation of traffic signage and striping.

Orange Avenue Rehabilitation from Magnolia Avenue to Euclid Street and Magnolia Avenue Rehabilitation from Lincoln Avenue to La Palma Avenue

CITY OF ANAHEIM | ANAHEIM, CA

Special Inspector. Mr. Rastegar is providing special inspection services for the Orange Avenue Rehabilitation from Magnolia Avenue to Euclid Street and the Magnolia Avenue Rehabilitation from Lincoln Avenue to La Palma Avenue project. The scope of work consists of rehabilitating the roadway by removing and reconstructing the asphalt concrete pavement; replacement of isolated segments of damaged, lifted or settled curb and gutter, sidewalk and driveways; ADA compliant access ramps for existing non-compliant and missing ramps; the replacement of traffic striping & signing; raised pavement markers; concrete bus pad construction at all bus stops; and adjusting or reconstructing utility manholes and valve covers to grade, and all appurtenant work. Services include meetings and coordination; obtaining and reviewing data; utility coordination; pavement investigation; field review; preparation of preliminary and final plans, specifications and cost estimate; and bidding/construction phase support.

CONTACT INFO
bocasio@pacificresources services.com

EXPERIENCE
25+ years

EDUCATION
M.P.A. Public Affairs

B.S. Urban & Regional Planning

Valley Leadership Institute

BENJAMIN OCASIO

Labor Compliance *(Pacific Resources Services)*

Mr. Ocasio has more than 25 years of experience providing prevailing wage monitoring and enforcement services, Project Labor Agreement/Project Stabilization Agreement, workforce and business outreach services, and Disadvantaged Business Enterprises compliance services on numerous large public works projects throughout Southern California. He began his prevailing wage career as a Management Assistant with the City of Los Angeles Office of Contract Compliance. He also received training as a Caltrans Inspector.

Project Experience

Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements

CITY OF COMPTON | COMPTON, CA

Labor Compliance. As a subconsultant to NV5, Pacific Resources Services is providing labor compliance services for the City's Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements project from Rosecrans Avenue to the southern City boundaries. The work includes pavement rehabilitation, including full-depth AC reconstruction and AC resurfacing; PCC improvements, including ADA-compliant curb ramps, bus pads, and median, sidewalk and driveway improvements; traffic signal modifications; installation of bus shelters and other site furnishings; pedestrian lighting improvements; landscaping and irrigation; and signing & striping.

Bastanchury Road Widening

CITY OF YORBA LINDA | YORBA LINDA, CA

Labor Compliance. As a subconsultant to NV5, Pacific Resources Services provided labor compliance services for the Bastanchury Road Widening project between Casa Loma Avenue and Eureka Avenue. NV5 provided construction management, inspection, materials testing/special inspection, and labor compliance services for the project. The scope of work included adding a second lane in each direction along with a two-way turn lane in the median; elevating portions of the roadway center line up to 6 feet; constructing retaining walls/structures; installation of traffic signals at the intersections of Bastanchury Road/Casa Loma Avenue and Bastanchury Road/ Eureka Avenue; and installation of new bike lanes, a multipurpose trail, and sidewalk/ parkway improvements with new irrigation and landscaping. NV5 also provided on-site welding inspection of a water line. Project considerations included coordination with an adjacent tract home development; coordination with the Yorba Linda Water District; and coordination with utilities for relocations that would be made before the road widening. *This project was awarded Project of the Year by ASCE Orange County.*

FY 22-23 and Hacienda Road Street Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

Labor Compliance. As a subconsultant to NV5, Pacific Resources Services is providing labor compliance services for the City's FY 22-23 and Hacienda Road Street Improvements project. NV5 is providing construction management and inspection; labor compliance and wage monitoring; and materials testing and deputy inspection services for the project. The project includes street improvements to various roads throughout the City. Specifically, the scope of work includes clearing and grubbing; reconstruction and resurfacing of existing asphalt pavement; construction AC Berms, PCC curb and gutter, storm drain catch basin; crack sealing of existing AC pavement; and installation of traffic signage and striping.

Relevant Projects

Below is a list of five (5) projects that NV5 has delivered for the City and other nearby public agencies, which demonstrate our experience and ability to perform the work requested in this RFP.

Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements

CITY OF COMPTON | COMPTON, CA



NV5 is providing construction management and inspection services, labor compliance, and geotechnical/materials testing and deputy inspection services for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement project from Rosecrans Avenue to the southern City boundaries. The work includes pavement rehabilitation, including full-depth AC reconstruction and AC resurfacing; PCC improvements, including ADA-compliant curb ramps, bus pads, and median, sidewalk and driveway improvements; traffic signal modifications; installation of bus shelters and other site furnishings; pedestrian lighting improvements; landscaping and irrigation; and signing and striping.

- **DATES:** OCTOBER 2024 - CURRENT

Bastanchury Road Widening

CITY OF YORBA LINDA | YORBA LINDA, CA



NV5 provided construction management, inspection, materials testing/deputy inspection, and labor compliance services for the Bastanchury Road Widening project between Casa Loma Avenue and Eureka Avenue. The scope of work included adding a second lane in each direction along with a two-way turn lane in the median; elevating portions of the roadway center line up to 6 feet; constructing retaining walls/structures; work on storm drains; installation of traffic signals at the intersections of Bastanchury Road/Casa Loma Avenue and Bastanchury Road/Eureka Avenue; and installation of new bike lanes, a multipurpose trail with biofiltration swales, and sidewalk/parkway improvements with new irrigation and landscaping. NV5 also provided on-site welding inspection of a water line. Project considerations included coordination with an adjacent tract home development that was undergoing construction improvements; coordination with the Yorba Linda Water District; and coordination with utilities for relocations that would be made before the road widening. **This project was awarded Project of the Year by ASCE Orange County.**

- **DATES:** JANUARY 2023 - NOVEMBER 2024

San Fernando Road Beautification, Phase I

CITY OF GLENDALE | GLENDALE, CA



NV5 provided construction inspection services for the City's San Fernando Road Beautification project. The project was located on San Fernando Road between Grandview Avenue and Elk Avenue. The project included reconstruction and resurfacing of existing AC paving; reconstruction of existing sidewalks, driveways, curb and gutter, cross gutters, alley aprons, bus pads, and ADA ramps; construction of center median islands; adjustment of existing manholes and water meters to finished grade; removal and replacement of existing traffic striping and pavement markings; installation of Class II and III bike lane striping with green-backed shared roadway bicycle pavement markings; realignment of 12 intersections; traffic signal improvements; bus stop improvements; installation of drywells and bioswales; and installation of new landscaping and irrigation. **This project received a 2024 APWA Best Project Award in the Traffic, Mobility & Beautification Category.**

- **DATES:** JANUARY 2024 - OCTOBER 2024

Bellflower Boulevard Complete Streets Project

CITY OF BELLFLOWER | BELLFLOWER, CA



NV5 provided construction management, inspection, labor compliance, geotechnical/materials testing and deputy inspection services for the federally funded Bellflower Boulevard Complete Streets Project from Artesia Boulevard to South City Limits. The scope of work included reconstruction and resurfacing of existing asphalt pavement; removal and reconstruction of PCC sidewalks, driveways, curb and gutter, cross-gutters, drain inlets, and ADA curb ramps; landscaping and irrigation; adjustment of utilities to grade; replacement of existing traffic loops; and traffic striping and signage.

- **DATES:** JANUARY 2023 - NOVEMBER 2023

FY 2022-23 and Hacienda Road Street Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

NV5 is providing construction management and inspection; labor compliance and wage monitoring; and materials testing and deputy inspection services for the City's FY 22-23 and Hacienda Road Street Improvements project. The project includes street improvements to various roads throughout the City. Specifically, the scope of work includes clearing and grubbing; reconstruction and resurfacing of existing asphalt pavement; construction AC Berms, PCC curb and gutter, storm drain catch basin; crack sealing of existing AC pavement; and installation of traffic signage and striping.

- **DATES:** JULY 2024 - FEBRUARY 2025

B. NAME & LICENSE NUMBERS OF CM AND INSPECTORS

Name and License Numbers of CM and Inspectors

NAME	ROLE	YEARS	EDUCATION, CERTIFICATIONS + LICENSES
Peter Salgado, PE	Construction Manager	35	B.S. Civil Engineering Civil Engineer (CA) No. 63159
Jim Daly, PE	Alternate Construction Manager	40	B.S. Civil Engineering Civil Engineer (CA) No. 45612
Michael Irvin	Construction Inspector	40	Certified Erosion, Sediment and Storm Water Inspector (CESSWI) Confined Space Certification
David Ledyard	Alternate Construction Inspector	40	A.A. Engineering
Daniel Warren	Alternate Construction Inspector	30	Water Distribution Operator Grade D3 (CA), No. 8020 Water Treatment Operator Grade 2 (CA), No. 18940
Mike Rastegar	Materials Testing & Special Inspection	16	Associate of Science Certified Electronics Technician (ISCET) AC29332 ICC 9056427 LADBS P038531



City of Compton - Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements project, post-construction

Background/Scope of Work

Based on a review of the RFP and a site visit, we understand the scope of work to include pavement resurfacing and reconstruction, as well as installation of speed humps, traffic loops, and traffic signage and striping along various residential roadways throughout the City.

PROJECT-SPECIFIC ISSUES

Based on a preliminary site visit as well as our extensive experience working on citywide residential street improvement projects, we have identified the following general issues that our team will be cognizant of during construction:

Previous Experience

Our team successfully provided construction management and inspection services for several previous citywide residential roadway resurfacing projects, including the City's Street Rehabilitation Project (CIP 13-01). We also recently completed projects of similar scope and size for the cities of Yorba Linda, La Habra Heights, Glendale, and Bellflower. Our team understands the level of effort and dedication required of its construction management team to successfully deliver this project. We have a good understanding of the residents' sensitivity to construction impacts of this nature and are able to be proactive in addressing potential issues in advance, avoiding or at least minimizing inconveniences to residents.

Residential Parking Impacts

Given the width of the streets and the demand for on-street parking, the proposed improvements will likely create parking issues for the residents. If not phased or sequenced properly, residents may end up parking the vehicles at a significant distance from their homes. We will work with the contractor to phase the work to avoid paving adjacent streets. This will allow residents to park their cars on the next street over, minimizing the distance from their homes.

AC Reconstruction

The RFP noted AC resurfacing/reconstruction of up to 2" to 4" in depth. During our site visit, we noted some portions of roadway with extensive damage and exposed subgrade. These areas may need deeper reconstruction with supplemental reinforcement (CMB or CAB). We recommend that these improvements be considered for inclusion in the bid package. If need be, our construction management as well as our engineering design team can be available to consult with City staff on this item.

Phasing — Coldmilling/AC Paving

We will work with the contractor to minimize the amount of time streets are left coldmilled. If possible, the City may want to consider including provisions to require the contractor to pave streets within one (1) week of completion of coldmilling. This will minimize construction impacts from dust and debris.

Tree Trimming

During our site visit, we noted that some streets are lined with mature trees with far-reaching canopies. These canopies may be in conflict with cold-milling equipment and may need to be trimmed to prior to cold-milling of the street. If it hasn't been done already, we recommend including a provision for tree trimming (as required) in the project specifications. Another option would be to have the design engineer review the proposed streets and determine whether tree trimming is required. If trimming is required, this work can be completed by the City's tree trimming contractor prior to start of construction. This will minimize potential impacts to cost and schedule.



Plum Street at Wilmington Avenue, looking west

Potential OH Conflict

During our site visit, we noted some low-hanging overhead lines (specifically on Plum Street in District 2). As with existing tree canopies, these overhead lines may be in conflict with cold-milling equipment. We recommend spot checking the heights of these lines to confirm whether there is a conflict or not.

Coordination with Schools

During our site visit, we noted schools within the project area, including Bursch Elementary in District 1 and



156th Street at Cortlett Avenue, near Bursch Elementary School

Emerson Elementary in District 4. We will work closely with the contractor and administrative staff to provide sufficient advanced notification. We will also work with the contractor to sequence/schedule slurry sealing and AC paving activities to minimize conflicts with school start and dismissal times.

Supplemental Inspection

Given the area covered by the project, the contractor may employ multiple crews to work on these areas concurrently. In turn, supplemental inspection may be required to assure sufficient coverage. While our proposed fee may not include provisions for supplemental inspection coverage, we are more than able to provide coverage on a time-and-materials basis if required.

Scope of Services

Pre-Construction/Weekly Meetings

NV5 views construction management not simply as a list of tasks grouped by category but as a sequential and thorough process. We will provide all of the following tasks we feel may be required to meet the project objectives.

This phase is essential to establishing lines of communication and setting administrative protocols for the project. Our pre-construction services can include:

- Review any applicable funding guidelines with the City and identify accounting and reporting requirements.
- Establish a coordination plan to notify and facilitate any items of work affecting utilities, local agencies and other stakeholders.
- Assure that each member of our project team will have access to a mobile office, which includes a laptop, internet/email access, cellphone, mobile project files, digital cameras and other required materials. Our construction managers and inspectors are always available via cellphone for easy access and continuous communication.

Management Information System

We will be single point of contact for the project team. All project correspondence and administrative documentation shall flow through our CM. Each project team member and stakeholder will have real time access to the project files. This will be facilitated by our web-based Project Management platform (CMIS). Our CMIS platform is designed to provide the Construction Manager the capability to manage project information efficiently and effectively while maintaining full transparency with the City and design engineer in managing the construction contractor. The City, as well as NV5's Construction Manager and inspectors, have real-time access to CMIS through an iPad or computer to record inspectors' daily reports, and the platform can be utilized on any device with internet access, including iPhone and Android mobile devices. The City can log in and view at any time the submittals, RFIs, correspondence, WSWD, Contractor's Pay Apps with DIR submissions and apprentice requirements documentation, and NV5 Inspection reports from any laptop, computer, or mobile device.

Additionally, our inspectors send out supplementary email blasts noting elements of significance performed, along with photographs for a quick glance of work, enabling all City staff to immediately be up to date. At the end of the project, the data within the CMIS platform will be downloaded for archiving with the City within 60 calendar days of the Notice of Completion.

Review Traffic Control Plans

NV5 has an in-house, experienced Traffic Engineering Design team, ready and available to review, comment and provide recommendations on the contractor's traffic control and staging plans.

During construction, our inspectors will assure that traffic control is properly implemented per the approved plans as well as the latest WATCH manual and CA MUTCD requirements. Our inspectors have a razor-sharp knowledge and understanding of the latest WATCH manual and CA MUTCD requirements, and they are experienced in reviewing traffic control set-ups to verify if they meet established standards.

If necessary, we will also work closely with the contractor as well as our Traffic Engineering Design team to modify or adjust the proposed traffic control set-ups to verify they are coordinated with the planned work sequence.

Issues Management

Successful delivery of a project, regardless of size or complexity, depends on a strong overall management approach. We focus on prioritizing project goals and objectives, establishing clear lines of communication, and fostering a cooperative environment among all project stakeholders. From final design through construction and closeout, our approach will focus on implementing effective cost and schedule control as well as assuring that overall quality assurance and control standards and performance objectives are met.

As mentioned above, we will be the single point of contact for the project team, tracking and monitoring issues closely. We will assure timely resolution of these issues through open lines of communication as well as the exchange of ideas between the contractor, engineering design team, City staff, and other project stakeholders. Regular weekly meetings and follow-up site meetings or conference calls are essential platforms for this effort.

Schedule Control

Our construction support services team gives considerable attention to monitoring project schedules. We will coordinate, review and make recommendations for changes to the Critical Path Method (CPM) schedule generated by the contractor. As changes or discrepancies occur between the CPM schedule and as-built conditions, the project schedule and cost estimates will be updated. We will review the contractor's schedule on a weekly basis and will maintain an as-built/working schedule to reflect as-built conditions to date.

Cost Control/Change Orders

Cost control is a key element to successfully delivering a project and must be thoroughly integrated with other control methods (scope change control, schedule control and quality control) to assure that the City receives full value for all funds earmarked for the project. Key elements of our cost control program include establishment and maintenance of a project budget; value engineering and constructability reviews of project plans and specifications; sufficient vetting of owner-requested or contractor-generated changes; thorough review and evaluation of change order cost proposals; close monitoring of force account work; and regular maintenance of a change order log. NV5 provides a monthly status report that includes



Muriel Avenue at Pixley Street

work accomplished during the reporting period, work to be completed during the next reporting period, budget and schedule status, and a summary of issues and concerns pending resolution.

Labor Compliance

Our Labor Compliance Administrator team at Pacific Resources Services has extensive experience working on state and federally funded projects and is familiar with ARPA documentation and reporting requirements. Along with our CM, they have successfully guided several projects through state and federal audits, facilitating the processing of reimbursement invoices.

They are vigilant and thorough in conducting their field EEO interviews and meticulous in their reviews of the contractor's Certified Payroll Reports. If any wage discrepancies are identified, they are proactive and timely in their pursuit of restitution.

RFIs and Submittals

We will foster an efficient submittal review and approval process, beginning with the contractor providing a submittal schedule for review in a timely manner. Our team will review and make recommendations to verify compliance with the contract documents. We will work with the contractor to assure that all material submittals and shop drawings are submitted in a timely manner. We will log submittals in and track and monitor the progress of the review and approval process to avoid any potential impacts to the project.

We will review all Civil infrastructure-related submittals and make recommendations to verify compliance with

the contract documents. For submittals related to specialty trades and disciplines such as landscape/hardscape/irrigation, structural, electrical, and traffic signal equipment, we will make sure these are logged in, distributed to the appropriate project team and reviewed in a timely manner.

For long lead time items such as electrical and traffic signal equipment, once approved, we will request that the contractor provides written confirmation of when material was ordered as well as anticipated procurement timelines. We will monitor the status of the procurement.

Dispute Resolution

We have a seasoned construction management team, well versed in the interpretation of contract documents, General Conditions, Special Provisions, and Technical Specifications. This is our first line of defense and for the most part negates or at least minimizes the potential for elevated disputes. Should an issue be elevated, our construction management team, along with NV5's legal team, has the requisite experience and expertise to provide support and make recommendations as necessary.

Inspection/Quality Assurance and Quality Control

Our Inspector will have the experience and technical knowledge to implement full-time, effective, Quality Control and Quality Assurance; the confidence and temperament to establish a cooperative working relationship with the contractor and minimize conflicts and safety/traffic control concerns in the field; and finally, the patience and empathy to respond to and address the public's concerns.

As with our CM, our Inspector will vet any change order requests in the field and make recommendations in terms of entitlement and cost. Any approved force account work will be tracked and monitored closely.

Our inspector will monitor the progress of the work and along with our CM, evaluate this against the approved baseline schedule and determine if there is a potential time impact.

Thorough and detailed inspection reports will be prepared and submitted. These reports will available to the project team in real time via our web-based project management software, CMIS. Reports will include site conditions, labor and equipment, material and bid quantities, work description, any geotechnical and material inspections, other agency visits/inspections, miscellaneous notes, and photos.

Our inspector will be equipped with a cell phone, tablet, and internet access and will stay in constant contact with our CM as well as City Staff, providing regular updates from the field. Any design issues will be brought to the attention of the CM and the design team along with recommendations and alternatives from the field for consideration.

Finally, our inspector will coordinate all required water quality testing; schedule and conduct final site walk-throughs; and prepare and monitor completion of preliminary and final punch-list items.

Geotechnical/Materials Testing and Deputy Inspection

Our CM and Inspection team has the benefit of having an in-house Geotechnical and Materials Testing Lab. This allows for a more cost-efficient and cost-effective completion of these services. Specifically, we have experience working with contractors to schedule the backfill and pavement restoration work efficiently, which allows for more streamlined deputy inspection and testing.

Our CM and Inspector will be in constant communication with our technicians and deputy inspectors. Any unforeseen conditions or design issues will be brought to the project team along with recommendations and alternatives for discussion and resolution.

Public Relations

The General Specifications and Special Provisions typically require that the contractor provide advance notification to all affected properties. We will assure that the formatting and language of the notification is reviewed and approved by the City and that it is issued in a timely manner. If necessary, our team has the expertise and experience to produce project notification or project flyers for distribution.


CITY OF CORONA
THE CIRCLE CITY
Water and Wastewater Utilities Improvement Project
CONSTRUCTION NOTICE
The City of Corona began a wastewater and water infrastructure construction project in early December 2017. The Water and Wastewater Improvement Project is needed to enhance local wastewater and water services and increase system efficiencies.
The Project Includes
New 10,400-foot sewer force main pipeline located in Foothill Parkway and Bedford Canyon Road.
New 3,300-foot waterline in Bedford Canyon Road.
PROJECT BENEFITS
Enhances local wastewater and water services
Increases system efficiencies
Provides additional water capacity to fight fires
FOOTHILL PKWY
EL CERRITO RD
Liberty Ave
Bedford Canyon Rd
Boyd Ave
Georgetown Dr
Fire Station
The Village at Eagle Glen Shopping Center
CAJALCO RD
Future Sewer Lift Station
Project Map Key
Shaded areas show where the sewer and water pipeline will be located.
Sewer
Water
Why Is This Project Needed?
The new water pipeline will upgrade the water distribution system to provide additional capacity to deliver fire flows. The sewer force main will transport sewage from the new sewer pump station in the Arantine Hills Development to the City's sewer system north of Foothill Parkway. The project is one of a series of utility improvements to enable the City to decommission Water Reclamation Facility #3 (WRF3) and consolidate wastewater treatment in the City's remaining two larger wastewater treatment plants to optimize operations, achieve long-term cost savings and to serve new customers in south Corona.



138th Street at Grandee Avenue

Our inspector will also confirm that verbal follow-ups are made prior to and during construction to minimize complaints. All of our inspectors are adept at responding to public complaints and concerns. Our construction manager, who is also well versed in responding to the public, will be available to assist in the fielding of and response to public calls.

Permit/Environmental Compliance

Prior to start of construction, we will verify that all required encroachment permits are processed, including those for the City of Compton as well as any neighboring jurisdiction affected by the project.

Should a project SWPPP or WPCP be required, we will follow up with the contractor to make sure these plans are submitted for approval in a timely manner. Once in construction, our team is experienced in the implementation of BMPs and other required Water Quality controls, and will verify that all requirements of the approved plans are met.

Progress Payments

We will create financial reports and project status reports to monitor the overall program delivery. Through these reports we will provide accurate, up-to-date information on project budgets, status of the design work, and potential project issues:

- Provide accurate, up-to-date information on project budgets, status of work, emerging project issues
- Provide up-to-date financial expenditures to assist the City regarding the burn rate on the project among various programmed phases, as well as the type of revenues being expended
- Implementation of the "checks and balances" monitoring of budgets. By creating reports, the "checks and balances" are achieved in several ways:
  - The CM will verify accuracy of budget expenditures and make any needed corrections immediately.
  - The City can review to double-check eligible expenditures are in line with the Council's approved budgets.
  - The Public Works Director can quickly examine the status and funding of the project.

Monthly Status Reports

Our team will prepare and submit monthly status reports summarizing current status of the work, completed milestones, schedule look-ahead, schedule issues and proposed recovery plans, change order status, change order projections, and pending field issues and proposed solutions. Please see the sample monthly report below.

WEEKLY CONSTRUCTION PROGRESS REPORT, Date: Thru 7/2/22

Project Name: Traffic Signal Improvements – Philadelphia Street at Towne Ave and at Garey Ave Project No.: Fed Project No. HSIPL – 5070(034)	
Contractor: CPE, Inc.	Construction Manager: NV5 (Peter Salgado)
Contract Amount: $458,629	Contract Duration: 45 Working Days

Notice to Proceed Effective: 6/6/22

Original Schedule Finished Time: 8/8/22 Current Schedule Finish Time: 8/8/22
Delay:

Traffic Control Plan Approved On: 1/10/22

Potholing Completed On: 12/27/21

WEEKLY PROGRESS REPORT:

List of Change Orders:	Status: (Approved and Pending)	Amount:
1. CCO no. 1 – Bid Item no. 12 – Quantity Increase	Approved	$7,760.00

Activities in Progress: Pole Install, Switch-over

PROJECT LOOK AHEAD SCHEDULE: Pullboxes, Foundations – form and pour ongoing.

Outstanding Issues:	Status / Steps to Resolve	Due on and resolved by:
1. ADA curb ramp modifications 2. PCC SW – Add scope 3. Subcontractor Substitution 4. Myers Pedestal	1. Need to confirm any cost impacts 2. Need to confirm unit cost 3. Contractor to submit request 4. Confirm delivery date; Verify schedule impacts	1. 6/28/22 2. 6/28/22 3. 7/5/22 4. 7/5/22

Sample monthly report from City of Pomona project.

Site Safety

We will assure that the contractor has an established safety program and that regular safety meetings are conducted. We will also confirm that the contractor meets all OSHA safety requirements.



Drone Services

NV5's UAS team plans to fly the M300RTK UAS platform carrying a 45 megapixel P1 3 band RGB sensor. HD video and imagery will be collected. UAS HD video will be flown at an approximate 45-degree angle in both linear directions of the streets. HD imagery will be flown at an approximate 0.5-inch pixel resolution or better. Automated flight paths will be conducted with 60% sidelap and 80% frontlap. This procedure will allow for high redundancy in imagery as well as higher probability of capture if moving objects are obstructing the area of interests. This overlapping imagery collection method will also allow for the option to create orthoimagery from overlapping imagery. The orthoimagery created is scaled and will be georectified if the processing option is contracted.

1. UAV Flight and Field Services shall be as follows:

    a. NV5 is assuming drone services shall be provided to document pre-construction conditions and postconstruction conditions.

    b. NV5 Geospatial will provide local base station operations during the UAS collection.

    c. NV5 Geospatial will conduct UAS Photogrammetry flights at 0.5 inch pixel resolution or better.

    d. NV5 Geospatial will collect HD video at an approximate 45-degree angle for both linear directions of the streets.

    e. NV5 Geospatial will collect Nadir UAS digital .Jpeg imagery at 60% sidelap and 80% frontlap.

Closeout (Final Walk-through, As-Builts, Project Completion)

For our team, the project closeout process starts during construction. Our inspector will keep a running preliminary punch list and will work with the contractor to address these items on an ongoing basis. This will help minimize the amount of punch-list items during final walk-through. From an administrative standpoint, again, closeout starts during construction. Keeping organized and updated files throughout the duration of the construction contract facilitates the compilation and transmittal of accurate as-builts and final closeout documents (such as Warranties, O and M Manuals) to City Staff.

Our team will issue a notice of substantial completion to the contractor, coordinate the processing of the contractor's final progress payment, follow up on the completion of all punch-list items, and once punch-list items are completed, follow up on the filing of the Notice of Completion. Once the filing period is over, we will work with the contractor and City staff to process the release of the contractor's retention.

Finally, our team will prepare a Project Completion report summarizing schedule, cost, and any pertinent field issues for future reference.

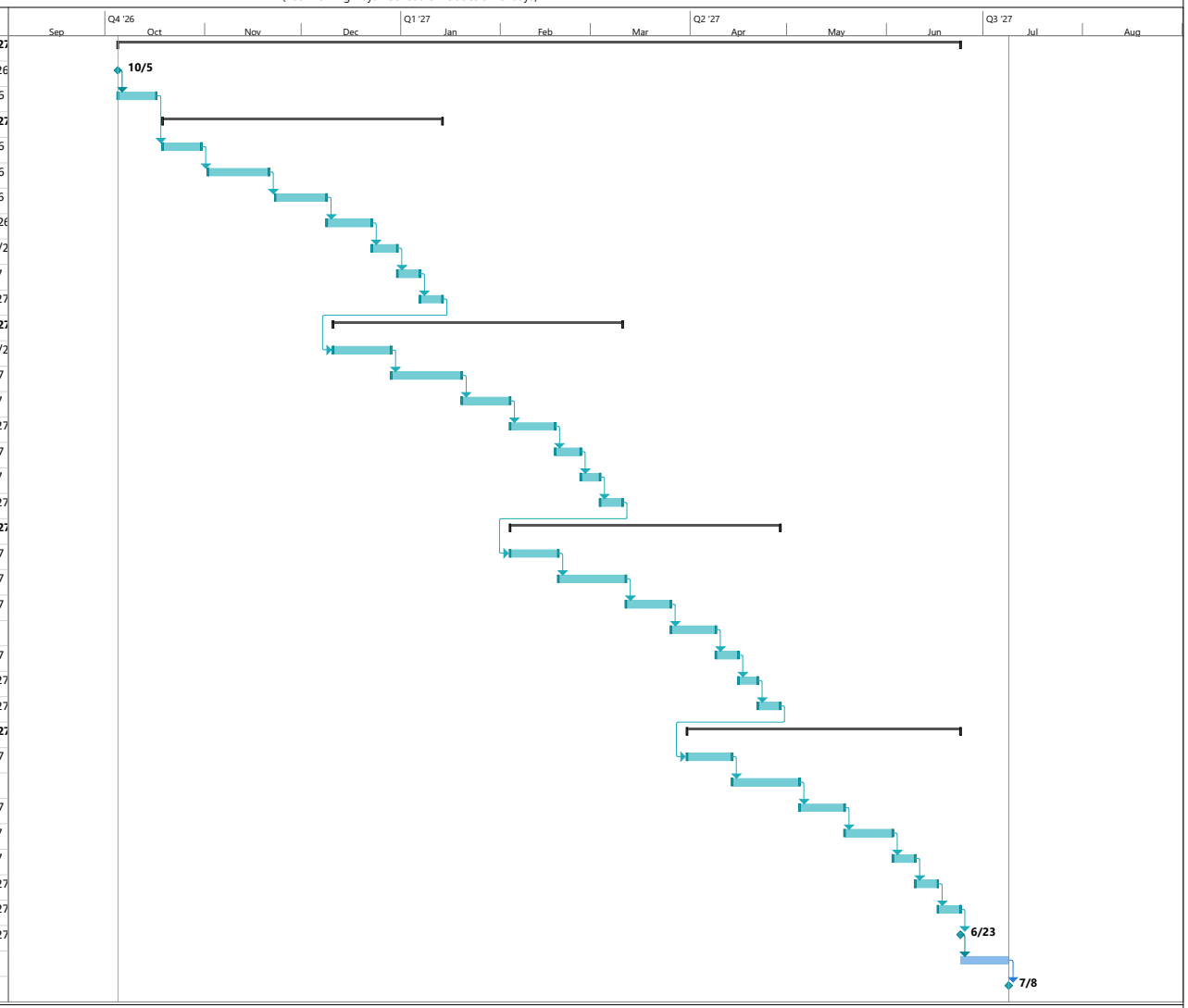


Pannes Avenue at Pixley Street

Proposed Schedule of Work

City of Compton
Road Repair Service - 2026
(180 Working Days - Schedule Includes 8 Holidays)

ID	Task Name	Duration	Start	Finish
1	**Duration**	**188 days**	**Mon 10/5/26**	**Wed 6/23/27**
2	NTP	0 edays	Mon 10/5/26	Mon 10/5/26
3	Mobilization	10 days	Mon 10/5/26	Fri 10/16/26
4	**District No. 1**	**63 days**	**Mon 10/19/26**	**Wed 1/13/27**
5	Coldmill	10 days	Mon 10/19/26	Fri 10/30/26
6	AC Paving	15 days	Mon 11/2/26	Fri 11/20/26
7	Speed Humps	12 days	Mon 11/23/26	Tue 12/8/26
8	Adjust Utilities	10 days	Wed 12/9/26	Tue 12/22/26
9	Cat Track	6 days	Wed 12/23/26	Wed 12/30/26
10	Loops	5 days	Thu 12/31/26	Wed 1/6/27
11	Striping	5 days	Thu 1/7/27	Wed 1/13/27
12	**District No. 2**	**64 days**	**Fri 12/11/26**	**Wed 3/10/27**
13	Coldmill	12 days	Fri 12/11/26	Mon 12/28/26
14	AC Paving	16 days	Tue 12/29/26	Tue 1/19/27
15	Speed Humps	11 days	Wed 1/20/27	Wed 2/3/27
16	Adjust Utilities	10 days	Thu 2/4/27	Wed 2/17/27
17	Cat Track	6 days	Thu 2/18/27	Thu 2/25/27
18	Loops	4 days	Fri 2/26/27	Wed 3/3/27
19	Striping	5 days	Thu 3/4/27	Wed 3/10/27
20	**District No. 3**	**60 days**	**Thu 2/4/27**	**Wed 4/28/27**
21	Coldmill	11 days	Thu 2/4/27	Thu 2/18/27
22	AC Paving	15 days	Fri 2/19/27	Thu 3/11/27
23	Speed Humps	10 days	Fri 3/12/27	Thu 3/25/27
24	Adjust Utilities	10 days	Fri 3/26/27	Thu 4/8/27
25	Cat Track	5 days	Fri 4/9/27	Thu 4/15/27
26	Loops	4 days	Fri 4/16/27	Wed 4/21/27
27	Striping	5 days	Thu 4/22/27	Wed 4/28/27
28	**District 4**	**61 days**	**Wed 3/31/27**	**Wed 6/23/27**
29	Coldmill	10 days	Wed 3/31/27	Tue 4/13/27
30	AC Paving	15 days	Wed 4/14/27	Tue 5/4/27
31	Speed Humps	10 days	Wed 5/5/27	Tue 5/18/27
32	Adjust Utilities	11 days	Wed 5/19/27	Wed 6/2/27
33	Cat Track	5 days	Thu 6/3/27	Wed 6/9/27
34	Loops	5 days	Thu 6/10/27	Wed 6/16/27
35	Striping	5 days	Thu 6/17/27	Wed 6/23/27
36	Substantial Compl	0 edays	Wed 6/23/27	Wed 6/23/27
37	Punchlist	11 days	Thu 6/24/27	Thu 7/8/27
38	Final Completion	0 edays	Thu 7/8/27	Thu 7/8/27



Project: Compton - Road Repai
Date: Mon 8/17/26

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

Page 1

E. FEE

Fee

Per the RFP requirements, the Fee has been submitted in a separate, sealed envelope.

Consultant's Use of DBE Firms

NV5 does not propose the use of DBE firms in this proposal.

NOVEMBER 10, 2026

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE CITY OF COMPTON PURCHASING POLICY**

SUMMARY

Staff requests that the City Council adopt a Resolution adopting the City of Compton Purchasing Policy (the "Policy"), attached to the Resolution as Exhibit A. The Policy establishes a single, citywide set of requirements for the purchase of supplies, materials, equipment, and services, and supersedes Standard Operating Manual Section 4, Policy 4.5 (Procurement), effective April 1, 1997. Adoption of the Policy is the action identified in the City's response to the California State Auditor for Recommendation 11, which calls for a comprehensive, citywide purchasing manual. This item does not amend the City Charter or the Municipal Code.

BACKGROUND

Section 1410 of the City Charter provides for centralized purchasing. Section 1411 of the City Charter provides that, before making purchases of, or contracts for, supplies, materials or equipment, ample opportunity shall be given for competitive bidding, under such rules and regulations and with such exceptions as the City Council may prescribe. Municipal Code Section 4-11 (Purchasing and Procurement System) establishes the City's competitive bidding thresholds and procedures, the criteria for determining the lowest responsible bidder, and the exceptions to competitive bidding.

The City's procurement procedures are currently set out in Standard Operating Manual Section 4, Policy 4.5 (Procurement), effective April 1, 1997. That policy sets its formal bid and proposal level at $7,500, while Municipal Code Section 4-11.4 sets the formal bid threshold at $25,000. The 1997 policy also predates the current organization of the City and state requirements that now apply to City solicitations, including Government Code Section 3504.1, which requires advance notice to recognized employee organizations before the City issues certain solicitations for services.

The Purchasing Division, operating under the City Manager's Office, administers procurement on behalf of City departments. The Purchasing Division prepared the Policy to consolidate the City's procurement requirements into one document aligned with the City Charter, the Municipal Code, and applicable state law.

Staff members from multiple City departments were included in a complete review of the Policy, and their input is reflected in the Policy presented to the City Council.

STATE AUDIT RECOMMENDATION AND RESPONSE

In its Local High-Risk Program report, Report 2025-801, dated October 7, 2025, the California State Auditor retained the City's high-risk designation. The report lists the status of the recommendations issued to the City in October 2022. Two of those recommendations concern purchasing:

1. Recommendation 10: "Establish a centralized purchasing office with a procurement officer." Status: Fully Addressed.
2. Recommendation 11: "Create a comprehensive, citywide purchasing manual." Status: Pending.

Recommendation 10 was addressed through the establishment of the Purchasing Division. The City's response to the State Auditor identifies City Council adoption of the Policy as the action for Recommendation 11. Adoption of the Resolution, followed by citywide implementation of the Policy, is the step that completes this recommendation.

STATEMENT OF THE ISSUE

The City does not have a current, comprehensive purchasing policy. The 1997 Standard Operating Manual policy does not reflect the thresholds in the Municipal Code, the City's current organization, or state requirements enacted since its adoption, and it does not provide procedures for several situations departments encounter regularly, such as cooperative purchasing, confirming requisitions, and vendor debarment. The absence of a current policy is the basis of the State Auditor's pending Recommendation 11.

ANALYSIS

The Policy is organized in fifteen Articles. Its principal provisions are summarized below.

1. Central purchasing and responsibilities (Articles IV and VIII). The Policy defines the duties of the Purchasing Manager, the City Attorney or contracted counsel, the City Clerk, the City Controller, and Department Managers, and includes a Procurement Authorization Table stating the solicitation requirement, contract type, and approval sequence for each purchase amount.
2. Requisitions, purchase orders, and blanket purchase orders (Articles V through VII). The Policy sets requirements for purchase requisitions, citywide use of existing City contracts, purchase orders, fiscal year encumbrances, and blanket purchase orders, including price verification for purchases under cooperative contracts.
3. Thresholds (Article III and Section 9.03). The Policy requires documented solicitations below the formal solicitation threshold. While Municipal Code Section 4-11.4 sets the formal bid threshold at $25,000, the Municipal Code controls, and the Policy's $50,000 formal solicitation threshold applies only to the extent consistent with it. The City Manager may award a formal bid within the City Manager's Authority. Whether to amend Municipal Code Section 4-11.4 is a separate decision for the City Council and is not part of this item.

4. Formal procurement methods (Article IX). The Policy governs formal bids, competitive sealed proposals, requests for proposals, and requests for qualifications, and sets requirements for method determinations, evaluation committees, the local merchant preference under City Charter Section 1411, tie bids, specifications, and publication. Section 9.02 implements the advance labor notice required by Government Code Section 3504.1.
5. Exceptions to centralized procurement (Article XI). The Policy defines exempt purchases, petty cash and employee reimbursement, emergency procurement, and confirming requisitions. Emergency purchases that would otherwise require competitive bidding and that exceed the City Manager's Authority are submitted to the City Council for ratification, consistent with Municipal Code Section 4-11.7(a).
6. Noncompetitive procurement (Article XII). The Policy sets the requirements for sole source procurement, cooperative purchasing and piggybacking, and agreements entered into directly with other governmental entities.
7. Contracting and standards of conduct (Article XIII). The Policy addresses contract preparation and approval as to form, contract clauses, contract management and closeout, the quiet period, conflicts of interest, ethical procurement practices, debarment, and procurement records.
8. Protest procedure and glossary (Articles XIV and XV). The Policy establishes a protest procedure administered by the Purchasing Manager with appeal to the City Manager, and defines the terms used throughout.

Upon adoption of the Resolution, the Policy supersedes Standard Operating Manual Section 4, Policy 4.5 (Procurement), effective April 1, 1997. The Resolution rescinds Resolution No. 16,298 (consultant selection procedure), to the extent in effect. All other sections of the Standard Operating Manual remain in effect. Where any provision of the Policy conflicts with the City Charter or the Municipal Code, the City Charter or the Municipal Code governs.

LEGAL REVIEW

The Policy has been transmitted to contracted counsel. Counsel's review includes whether the Policy may be adopted by resolution as an implementation of Municipal Code Section 4-11, in light of City Charter Sections 1410 and 1411, and which provisions, if any, must instead be adopted by ordinance.

IMPLEMENTATION

The Resolution provides that the Policy takes effect upon adoption of the Resolution. Following adoption, the Purchasing Division will conduct an informational rollout to City departments, followed by formal training. Implementation will begin with a non-disciplinary learning period.

ALTERNATIVES

1. The City Council may direct staff to revise the Policy based on City Council discussion and return for adoption.
2. The City Council may take no action and provide alternative direction to staff.

PUBLIC BENEFIT / OPERATIONAL IMPACT

A current, comprehensive purchasing policy gives departments one set of rules for every purchase, supports transparency and competition in the use of public funds, provides a documented and consistent procurement record, and addresses a pending State Auditor recommendation.

FISCAL IMPACT

There are nominal costs associated with the reproduction of the Policy and training materials for City staff.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution adopting the City of Compton Purchasing Policy, superseding Standard Operating Manual Section 4, Policy 4.5 (Procurement), and rescinding Resolution No. 16,298.

ATTACHMENTS

1. City of Compton Purchasing Policy
2. Resolution

CAMERON REDIC, PURCHASING MANAGER

APPROVED FOR FORWARDING:

JERRY GROOMES
INTERIM CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE CITY OF COMPTON PURCHASING POLICY, SUPERSEDING STANDARD OPERATING MANUAL SECTION 4, POLICY 4.5 (PROCUREMENT), AND RESCINDING RESOLUTION NO. 16,298

WHEREAS, Section 1410 of the City Charter provides for centralized purchasing;

WHEREAS, Section 1411 of the City Charter provides that, before making purchases of, or contracts for, supplies, materials or equipment, ample opportunity shall be given for competitive bidding, under such rules and regulations and with such exceptions as the City Council may prescribe;

WHEREAS, Municipal Code Section 4-11 (Purchasing and Procurement System) establishes the City's competitive bidding thresholds and procedures, the criteria for determining the lowest responsible bidder, and the exceptions to competitive bidding;

WHEREAS, the City's procurement procedures are currently set out in Standard Operating Manual Section 4, Policy 4.5 (Procurement), effective April 1, 1997, which does not reflect the thresholds in the Municipal Code, the City's current organization, or state requirements enacted since its adoption;

WHEREAS, in its Local High-Risk Program report, Report 2025-801, dated October 7, 2025, the California State Auditor listed as Pending Recommendation 11, "Create a comprehensive, citywide purchasing manual," and the City's response to the State Auditor identifies City Council adoption of a comprehensive purchasing policy as the action for that recommendation;

WHEREAS, the Purchasing Division has prepared the City of Compton Purchasing Policy (the "Policy"), attached hereto as Exhibit A, to consolidate the City's procurement requirements into one document aligned with the City Charter, the Municipal Code, and applicable state law; and

WHEREAS, the City Council desires to adopt the Policy;

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

Section 1. The City Council finds that the foregoing recitals are true and correct and incorporates them into this Resolution.

Section 2. The City of Compton Purchasing Policy, attached hereto as Exhibit A and incorporated herein by reference, is hereby adopted.

Section 3. This Resolution and the Policy shall take effect immediately upon adoption of this Resolution.

Section 4. Upon adoption of this Resolution, the Policy supersedes and replaces Standard Operating Manual Section 4, Policy 4.5 (Procurement), effective April 1, 1997, and any other prior administrative policy, directive, or procedure governing purchasing, to the extent inconsistent with the Policy. All other sections of the Standard Operating Manual remain in effect.

Section 5. Resolution No. 16,298 (consultant selection procedure), to the extent in effect, is hereby rescinded.

Section 6. Nothing in this Resolution or the Policy amends or repeals any provision of the City Charter or the Municipal Code. Where any provision of the Policy conflicts with the City Charter or the Municipal Code, the City Charter or the Municipal Code governs.

Section 7. The City Manager or designee is directed to implement the Policy.

Section 8. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller, and Law Division/City Attorney.

Section 9. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 10th day of November, 2026.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
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 meeting thereof held on this 10th day of November, 2026.

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

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

Purchasing Policy

Proposed Purchasing Policy of the City of Compton

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Article I. PURPOSE

Section 1.01 - Purpose of This Policy

(a) The purpose of the policy is to establish a central document that will provide direction in administering the procurement process in an orderly manner. This document shall serve as a reference for local and state solicitation requirements applicable to the City of Compton, and identifies where federal requirements also apply.

Section 1.02 - Compliance and Efficiency

(a) This policy also acts to ensure that the procurement process used by the City is compliant with the applicable laws and that such matters procured are obtained in an economical and efficient manner.

Section 1.03 - The General Purchasing Policy

(a) The City is governed by the California Public Contract Code, California Government Code, City Charter, and the Municipal Code. Consistent with the ethical standards of practice of the California Association of Public Procurement Officials, City procurement staff shall:

(i) Regard public service as a sacred trust, giving primary consideration to the interests of the City.

(ii) Purchase without prejudice, seeking to obtain the maximum value for each dollar expended.

(iii) Avoid unfair practices, giving all qualified vendors equal opportunity.

(iv) Honor the City's obligations and require that obligations to the City be honored.

(v) Accord vendor representatives courteous treatment, recognizing that they are important sources of information and assistance in meeting the City's procurement needs.

(vi) Refuse to accept any form of bribery and avoid any appearance of doing so.

(vii) Conduct procurement with fairness and dignity, and require honesty and truth in the purchasing process.

(viii) Pursue greater knowledge of procurement methods and of the materials the City purchases.

(ix) Cooperate with organizations and individuals working to advance the procurement profession, recognizing that staff actions reflect on the profession.

Section 1.04 - Additional Objectives

(a) Other objectives of this Purchasing Policy include:

(i) Providing centralized coordination for solicitation evaluation, contract negotiations, and contract expiration tracking.

Article II. APPLICABILITY

Section 2.01 - Scope of Application

(a) All purchases, agreements, services, subscriptions, memberships, leases, and/or contracts for materials, supplies, equipment, and other City property shall be made in accordance with this Policy.

Section 2.02 - Unauthorized Procurement Activities

(a) Any employee effecting any procurement action outside of the policies and procedures established within this Policy and without City Council authorization, may be subject to disciplinary action up to and including termination.

Section 2.03 - Federally Funded Procurements

(a) When a procurement is funded in whole or in part by a federal award, it shall also comply with 2 CFR 200.317 through 200.327 and any requirements of the federal awarding agency or pass-through entity. Where those requirements are more restrictive than this Policy, the more restrictive requirement applies. The Purchasing Manager, in coordination with the Grants Division, shall maintain written procedures implementing these requirements.

Article III. AUTHORITIES

Section 3.01 - Legal Authority and Local Preference

(a) According to Section 1411 of the City Charter pertaining to Competitive Bidding, before making purchases of, or contracts for, supplies, materials or equipment, ample opportunity shall be given for competitive bidding, under such rules and regulations and with such exceptions as the City Council may prescribe in the ordinance setting up such rules and regulations.

(b) In addition to Section 1411 of the City Charter, Municipal Code § 4-11 (Purchasing and Procurement System, as amended by Ord. No. 2314, September 17, 2019) establishes the City's competitive bidding thresholds and procedures (§ 4-11.4), the criteria for determining the lowest responsible bidder, including compliance with state and federal nondiscrimination law (§ 4-11.5), and the exceptions to competitive bidding (§ 4-11.7).

(c) As a charter city, the City's purchasing and contracting procedures for municipal affairs are governed by the City Charter and the Municipal Code. The City's procurement activities are also subject to state laws that apply to charter cities, including matters of statewide concern such as the California Prevailing Wage Law (Labor Code § 1720 et seq.) and Government Code § 3504.1, and Government Code § 54201 et seq. governing local agency purchasing policies. Where such state law applies, it controls.

(d) This Policy is adopted in conformance with the City Charter and the Compton Municipal Code. Where any provision of this Policy conflicts with the City Charter or the Municipal Code, the City Charter or the Municipal Code governs.

(e) The primary enabling authority for this Policy is found in City Charter § 1202 (Illegal Contracts. Financial Interest), § 1409 (Contracts on Public Works), § 1410 (Centralized Purchasing), and § 1411 (Competitive Bidding), and in Municipal Code Chapter 4, Article II (Purchasing).

Section 3.02 - Threshold Effectiveness and Conformance

(a) The $50,000 formal solicitation threshold stated in this Policy applies only to the extent consistent with Municipal Code § 4-11.4.

(b) While Municipal Code § 4-11.4 sets the formal bid threshold at $25,000, Municipal Code § 4-11.4 controls. Any purchase or contract with an estimated value greater than $25,000 is subject to the formal bid requirements of Municipal Code § 4-11.4(b), and the three-solicitation requirement of this Policy applies from $10,000 through $25,000.

(c) During this period, the City Manager may award a formal bid within the City Manager's Authority. An award exceeding the City Manager's Authority requires City Council approval.

(d) Nothing in this Policy modifies City Charter § 1409, which governs contracts for the construction or improvement of public works involving an expenditure of more than $25,000 and which excludes maintenance and repair by its own terms.

(e) Where any dollar threshold in this Policy conflicts with the City Charter, the Municipal Code, or state law, the City Charter, the Municipal Code, or state law governs.

Section 3.03 - Supersession

(a) Upon its effective date, this Policy supersedes and replaces the following:

(i) Standard Operating Manual, Section 4, Policy 4.5 (Procurement), effective April 1, 1997; and

(ii) Resolution No. 16,298 (consultant selection procedure), to the extent in effect, rescinded by the resolution adopting this Policy.

(b) This Policy also supersedes any other prior administrative policy, directive, or procedure governing purchasing, to the extent it is inconsistent with this Policy.

(c) This Policy does not amend or repeal any provision of the City Charter or the Municipal Code. All other sections of the Standard Operating Manual remain in effect.

(d) Resolution No. 26,100 remains in effect.

Section 3.04 - Review and Amendment

(a) **Amendment.** This Policy may be amended only by resolution of the City Council, except as provided in subsection (b).

(b) **Technical Corrections.** The City Manager or designee may make technical corrections to this Policy that do not change its substance, limited to corrections of citations, cross-references, position or department titles, typographical errors, and formatting, and changes required to conform the Policy to an amendment of state law, the City Charter, or the Municipal Code. Each technical correction shall be documented in writing, approved as to form by the City Attorney or contracted counsel designated by the City Manager, and reported to the City Council.

(c) **Periodic Review.** The Purchasing Manager shall review this Policy annually and shall document the review in a written report to the City Manager. The report shall identify any findings that the Policy is insufficient, inconsistent with applicable law, inadequate

as an internal control, or the cause of unnecessary delay. The Purchasing Manager shall recommend an amendment only where a documented finding supports it. The Purchasing Manager may also conduct a review at any time following a change in state law, the City Charter, or the Municipal Code, an audit finding, or a protest or other event that identifies a deficiency in this Policy.

(d) **Administrative Procedures.** The City Manager or designee may adopt administrative procedures and forms to implement this Policy. Procedures shall be consistent with this Policy and shall not modify any requirement, threshold, or approval authority it establishes.

(e) **Notice.** The Purchasing Division shall notify all departments of each amendment or technical correction and shall maintain the current version of this Policy in the official procurement records.

Article IV. CENTRAL PURCHASING

Section 4.01 - Purchasing Manager or Designee Responsibilities

(a) The Purchasing Manager or their designee shall review and sign all purchase requisitions prior to submission to the City Manager, as an attestation that the requisition complies with this Policy, applicable thresholds, and documented solicitation requirements. The Purchasing Manager's signature on a requisition constitutes a recommendation to proceed and does not independently authorize the purchase or obligate City funds.

(b) The Purchasing Manager or their designee shall administer and conduct the procurement of all supplies, equipment, and services required by City departments on behalf of the City Manager, in accordance with this Policy, the City Charter, the Municipal Code, and applicable law. The Purchasing Manager does not hold independent authority to approve purchases, issue purchase orders, or execute contracts. Purchase orders are issued by the City Manager as provided in Municipal Code § 4-11.1.

(c) The Purchasing Manager or their designee shall designate and administer the City-approved systems used for procurement requisitions and contract lifecycle management. The Purchasing Manager may update or replace designated systems as operationally necessary, subject to approval by the City Manager. Any system change that requires a budget appropriation or a new contractual commitment shall be subject to City Council approval in accordance with the authorization thresholds established in this policy. The Purchasing Manager shall notify all affected departments in writing prior to any change in designated systems.

(d) The Purchasing Manager may delegate any function assigned to the Purchasing Manager under this Policy to the Purchasing Officer or other Purchasing Division staff, provided the delegation is in writing. Protest determinations under Article XIV and debarment determinations under Section 13.10 may not be delegated. If the Purchasing Manager is

unavailable or has a conflict of interest, the City Manager shall designate the person who makes the determination.

(e) The Purchasing Manager or their designee may remove a vendor from the bidders' list where the vendor is no longer in business or requests removal. A vendor removed under this paragraph shall be restored to the list upon request. Removal under this paragraph is administrative and is not a sanction.

(f) A vendor may be excluded from City business for cause only through the debarment procedure in Section 13.10.

(g) The duties of the Purchasing Manager are set forth in Section 8.02.

Section 4.02 - The City Controller or Designee Responsibilities

(a) Following City Manager approval and before a purchase order is released, the City Controller or designee shall certify the existence of an unencumbered appropriation in the fund account against which the purchase is to be charged. A purchase order shall not be released without that certification.

(b) The City Controller or designee shall maintain a budget record reflecting at all times the unencumbered appropriation account balances and encumbrances as shown by unfilled outstanding purchase orders.

Article V. PURCHASE REQUISITIONS

Section 5.01 - Purchase Requisitions

(a) **Purchase Requisitions are required prior to purchases.**

(i) A purchase requisition is a formal internal request initiated by a City department to obtain goods, services, or equipment. Vendor information, budget verification, detailed description of service or item, and approval are required to create and issue Purchase Requisitions to vendors/contractors. Prior to generation of requisitions by staff that do not require a formal RFP/bid process, the documented solicitations required by Section 9.03 must be completed. The vendor responses and the documented solicitation records are to be attached to the Requisition, approved by the Department Manager, and submitted to the City Manager's Office for Purchasing Division review, City Manager approval, and City Controller fund certification. Applicable purchase requisition documented solicitation requirements are set forth in Section 9.03 of this policy.

Section 5.02 - Processing Timelines

(a) Upon the City Manager's Office receiving a properly prepared Requisition, the normal processing and completion time will be within 4 business days. An incomplete or incorrect requisition submitted to the City Manager's Office will be returned to the requisitioning Department. It is the responsibility of the requisitioning Department to adequately plan

in advance for their procurement needs and/or requirements. The Purchasing Manager or their designee will be responsible for monitoring the upholding of this policy.

Section 5.03 - Requisitions Against Existing Contracts

(a) Citywide Contract Use.

(i) A department may submit a requisition against an existing City contract held or administered by another City department. This is citywide contract use. It is not cooperative purchasing or piggybacking.

(b) Scope and Capacity Condition.

(i) Citywide contract use is permitted only where the goods or services requested fall within the scope of the existing contract and the remaining not-to-exceed amount of the contract is sufficient to cover the requisition.

(ii) The requisition shall state the contract number and the administering department. The administering department shall confirm scope and remaining capacity in writing before the requisition is approved.

(c) Multi-Department Solicitations.

(i) A solicitation intended to serve more than one department shall state that expressly in the scope of services.

(d) Cooperative Purchasing and Piggybacking.

(i) A requisition for goods or services under a cooperative purchasing agreement or another public agency's competitively awarded contract is governed by Section 12.03. The department shall reference the program name and contract number on the requisition and attach the Executive Summary for the contract, along with the documentation required by that section and by Section 7.05.

(e) Relationship to Split Purchasing.

(i) Citywide contract use shall not be used to divide a procurement or to avoid a competitive requirement. Coordinated purchases between departments remain subject to Section 9.01.

Section 5.04 - Increases/Change Orders to Authorized Procurements

(a) With the exception of City Council authorized procurements, increases to previously authorized procurements are permitted only if the increase remains within the City Manager's Authority. If the increase exceeds the City Manager's Authority, City Council approval is required. Freight and sales tax shall be included in the total cost of the procurement. Change orders are subject to the parameters of Resolution No. 26,100.

Section 5.05 - Department-Initiated Cancellation

(a) The cancellation of a departmental requisition shall require written notification, signed by the Department Manager, and submitted to the City Controller. Such notification shall be delivered either by email or in hard copy to the Controller's Office.

Section 5.06 - Professional Services Defined

(a) For purposes of this policy, professional services are services performed by individuals or organizations possessing a high degree of professional, unique, specialized, or technical skill or expertise, including but not limited to attorneys, physicians, architects, engineers, consultants, and accountants. Consistent with Municipal Code § 4-11.7(d), professional services are exempt from the formal bid and lowest responsible bidder requirements of this Policy. They are not exempt from competition. Professional services below the formal solicitation threshold require the documented solicitations in Section 9.03. Professional services at or above the formal solicitation threshold shall be procured by a formal solicitation under Sections 9.06 through 9.09, unless an exception under Article XII applies. 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.

Section 5.07 - When a Contract is Required

(a) A written contract is required for any procurement that meets one or more of the following conditions:

(i) The vendor will perform services on City property or for the public on the City's behalf, or the engagement requires insurance or indemnification from the vendor;

(ii) The engagement extends over a defined term or period of performance;

(iii) The scope of work involves ongoing deliverables, milestones, or performance standards;

(iv) The procurement is valued at $50,000 or more; or

(v) The City Attorney or contracted counsel designated by the City Manager determines that the nature of the engagement warrants a written contractual agreement.

(b) A Purchase Order alone may be used for one-time, transactional purchases of goods or clearly defined services that do not create ongoing obligations or liability to the City, subject to the approval thresholds in the Authorization Table. Departments are encouraged to consult with the City Attorney or contracted counsel designated by the City Manager when there is uncertainty as to whether a written contract is required.

Article VI. PURCHASE ORDERS

Section 6.01 - Legal Status and Processing of Purchase Orders

(a) Purchase Orders (POs) are legally binding contractual instruments and are required for the majority of City purchases. A PO represents a formal agreement between the City and the vendor once it is generated, approved, and accepted by the vendor. POs initiated from approved requisitions shall be processed using the City's financial accounting system. Upon approval, the Purchasing Division shall notify the requesting department. The requesting department shall send a copy of the PO to the vendor.

(b) Exceptions

(i) **A Purchase Order is not required for the following:**

1) Emergency purchases authorized by the City Manager or designee under Section 11.04, for which the Purchasing Division has issued a notice to proceed, provided that all required follow-up documentation is submitted to the Purchasing Division within two (2) business days of the authorization;

2) Purchases made using a City-issued Purchasing Card (P-Card) in accordance with the City's adopted Purchasing Card Policy, provided the purchase falls within the cardholder's authorized spending limits and complies with all P-Card program requirements;

3) Petty cash purchases made in accordance with Section 11.03;

4) Employee reimbursements of $500 or less made in accordance with Section 11.03; and

5) Exempt purchases paid by the method stated in Section 11.02.

(ii) All other purchases must be supported by an approved Purchase Order prior to obligating City funds. Purchases made outside these exceptions without an approved Purchase Order shall be deemed unauthorized and are subject to the enforcement provisions of Section 11.01.

Section 6.02 - Fiscal Year Encumbrances

(a) All POs are encumbered in the fiscal year in which they are issued. Unused or partially fulfilled POs shall not automatically carry forward into the following fiscal year, except as provided in Section 6.03. **It is the responsibility of each department to coordinate with the Purchasing Division and the Controller's Office to review and close any open POs that are no longer required**. Departments must ensure timely closeout to avoid inaccurate budget encumbrances.

Section 6.03 - Multi-Year Contract Carryover

(a) Purchase Orders issued in connection with multi-year contracts may remain open across fiscal years and will continue to encumber funds until the project is completed and the City Controller or designee is formally notified to close the Purchase Order.

(b) Expenditure recognition and year-end treatment of encumbrances are governed by the City's Financial Policies and Procedures Manual and the direction of the City Controller.

Article VII. BLANKET PURCHASE ORDERS

Section 7.01 - Establishment of Blanket Purchase Orders

(a) A Blanket Purchase Order shall be established only upon an approved purchase requisition. The requisition shall state the vendor, the goods or services covered, the maximum dollar value, the term, the procurement basis, and the basis for the maximum dollar value.

(b) Procurement Basis.

(i) Each BPO shall rest on one of the following:

1) Cooperative purchasing or piggyback contract. The requisition shall include the documentation required by Section 12.03. No solicitation is required to establish the BPO.

2) Existing City contract. The requisition shall meet the conditions of Section 5.03. No solicitation is required to establish the BPO.

3) Standalone. Where no contract underlies the BPO, the department shall complete the documented solicitations required by Section 9.03 for a purchase equal to the BPO's maximum dollar value, and shall solicit unit pricing or a rate schedule for the goods or services covered. A BPO whose maximum dollar value meets the formal solicitation threshold requires a formal solicitation under Section 9.04.

(c) This section applies to BPOs established on or after the effective date of this Policy.

Section 7.02 - Duration of Blanket Purchase Orders

(a) Blanket Purchase Orders (BPOs) are legally binding contractual instruments used for recurring purchases of goods and services, such as office supplies. BPOs shall not remain active for more than one fiscal year and shall automatically expire at the end of the fiscal year in which they are issued.

Section 7.03 - Appropriate Uses and Restrictions

(a) BPOs are used to acquire a variety of goods or services from a specific vendor when a department has ongoing but unpredictable purchasing needs. The types of goods or services covered by the BPO should be defined as clearly and narrowly as possible. BPOs

shall not be used for purchasing equipment, appliances, or other one-time or high-value items.

Section 7.04 - Dollar Limits and Modification Request

(a) BPOs are established with a defined maximum dollar value. Any request to increase this amount must be submitted in writing to the Purchasing Manager or their designee. All such requests shall be reviewed by the Purchasing Manager or their designee in coordination with the Controller, City Manager and/or Assistant City Manager, as appropriate, to verify fund availability prior to approval.

(b) An increase is measured against the BPO's new total maximum dollar value. Where the new total would require additional documented solicitations or a formal solicitation under Section 7.01, the department shall complete them before the increase is approved.

Section 7.05 - Price Verification on Cooperative Purchases

(a) This section applies to draws against a BPO established on a cooperative purchasing or piggyback contract, and to one-time purchases under such a contract.

(b) Comparison Price.

(i) For a draw or purchase of $10,000 or more, the department shall obtain one comparison price for the same or an equivalent item before the purchase and retain it with the purchase record. A comparison price may be a price from another vendor, a published price, or the price under another public agency's contract.

(ii) The Purchasing Manager or their designee may exempt in writing an item that is available from only one source.

(c) Quarterly Sampling.

(i) Each quarter, the Purchasing Division shall review a sample of draws under $10,000 for price reasonableness and shall document the results.

(d) Recordkeeping.

(i) Comparison prices, exemptions, and sampling results shall be retained in the official procurement file.

Article VIII. RESPONSIBILITIES

Section 8.01 - Reporting Structure of the Purchasing Division

(a) The Purchasing Manager or their designee shall report to the Assistant City Manager and, as appropriate, to the City Manager.

(b) The Purchasing Officer shall report to the Purchasing Manager.

Section 8.02 - Purchasing Manager Duties

(a) The Purchasing Manager or their designee shall be responsible for:

(i) Requisition Review and Processing:

1) Review and sign all purchase requisitions prior to submission to the City Manager as an attestation that the requisition complies with this Policy, applicable thresholds, and documented solicitation requirements

2) Review all requisitions submitted by departments and revise quantities or cost estimates as needed to align with City standards

(ii) Procurement Systems and Tools:

1) Designate and administer all City-approved systems used for procurement requisitions and contract lifecycle management

2) Update or replace designated systems as operationally necessary, subject to approval by the City Manager for changes requiring budget appropriation or new contractual commitment, and subject to City Council approval where applicable

3) Notify all affected departments in writing prior to any change in designated systems

4) Develop, prescribe, and maintain all forms, checklists, templates, and documentation necessary for the efficient operation of the purchasing function

(iii) Solicitation Development and Publication Control:

(iv) Receive all draft solicitations submitted by departments, including attachments, exhibits, scopes of work, and evaluation criteria

(v) Reformat department drafts, when necessary, into the City's standard solicitation template and ensure applicable boilerplate language is present

(vi) Coordinate and schedule the publication of all formal solicitations

(vii) Determine publication dates, required posting periods, and bid or proposal due dates in consultation with requesting departments, consistent with minimum advertising periods required under this policy, the City Charter, and applicable state law

(viii) Ensure no publication date is confirmed until all required submission items have been received

(ix) Identify and notify departments of solicitations released without prior submission to and clearance by the Purchasing Division and may void unauthorized solicitations and reject all responses received pursuant to them

(x) Report responsible departments and staff to the City Manager or their designee for disciplinary action for unauthorized releases in accordance with City personnel policies

(xi) Maintain a solicitation publication log documenting the date the complete submission package was received, date Purchasing Division clearance was granted, scheduled publication date, and solicitation outcome

(xii) Retain the publication log as part of the official procurement record

(xiii) Evaluation Committee Administration:

1) Approve evaluation committee members nominated by the requesting department in accordance with Section 9.10

2) Instruct evaluation committees to use only published evaluation criteria

3) Administer the evaluation of proposals and statements of qualifications under Section 9.10, without serving as an evaluator

4) Schedule and administer interviews, and request clarifications or supplemental information on behalf of the evaluation committee

5) Maintain a complete record of the RFP/RFQ process, including advertisements, addenda, proposals or statements of qualifications received, evaluation materials, negotiation documentation, and final award recommendation

(xiv) Bid and Proposal Processing:

1) Maintain complete and sufficient written documentation for all bid rejections and solicitation cancellations

2) Receive bids from the City Clerk following the public opening, and proposals and statements of qualifications diverted by the City Clerk upon receipt, and review each for responsiveness

3) Provide responsive bids to the requesting department for technical review, and responsive proposals and statements of qualifications to the evaluation committee

(xv) Protest Administration:

1) Receive, investigate, and determine protests filed under Article XIV in accordance with the procedures established in that Article

2) Determine whether protests are timely and properly filed

3) Review all relevant records and materials, and consult the affected department and the City Attorney or contracted counsel designated by the City Manager as needed

4) Notify other interested parties and provide opportunity to respond within three (3) business days

5) Issue written decisions on protests within ten (10) business days of receipt of a complete protest, unless extended for good cause

6) Ensure written decisions address each issue raised, state findings and reasoning, and declare whether the protest is upheld, denied, or partially upheld

(xvi) Contract Documentation and Award:

1) Ensure all contracts are approved as to form by the City Attorney or contracted counsel designated by the City Manager prior to execution

2) Authorize or notify vendors of purchase award when approved by appropriate authority

3) Maintain records documenting all bid and proposal evaluations

(xvii) Vendor Management:

1) Maintain a bidders' list consisting of the names and addresses of all responsible vendors and contractors who have requested inclusion

2) Administer any vendor registration or bid management platform used by the City for this purpose

3) Remove a vendor from the bidders' list where the vendor is no longer in business or requests removal, and restore a removed vendor upon request

4) Exclude a vendor from City business for cause only through the debarment procedure in Section 13.10

(xviii) Purchasing Authority and Oversight:

1) Determine the procurement method for each solicitation and record a written method determination in accordance with Section 9.04

2) Ensure full and open competition for all procurements, actively discouraging uniform pricing or collusive bidding practices

3) Secure the highest quality goods and services at the most advantageous pricing to the City

4) Buy in bulk when practicable to take advantage of quantity rates and discounts

(xix) Training and Guidance:

1) Provide technical guidance, oversight, and training to departments to ensure compliance with the City's procurement policies and standards

2) Coordinate with the City Manager, Budget Officer or designee, and City Controller or designee to ensure procurement aligns with fiscal constraints and policy goals

(xx) Compliance and Recordkeeping:

1) Monitor purchasing activity for compliance with this policy and refer any suspected violations of split purchasing or other prohibited conduct to the City Manager for further review

2) Ensure all procurement files are complete and retained in accordance with the City's records retention policy

Section 8.03 - City Attorney and Contracted Counsel Responsibilities

(a) Responsibilities of the City Attorney or contracted counsel designated by the City Manager include:

(i) Approve the City's standard contract templates and clauses

(ii) Draft contracts and other legal documents upon request of the City Manager or the Purchasing Division where no City-approved template applies

(iii) Review all City contracts prior to execution to ensure the best interest of the City is upheld in all contractual agreements and for completeness

(iv) Advise whether a written contract is required (Section 5.07)

(v) Review and approve all procurement-related contracts as to form before execution by the City Manager or designee, as required by City Charter § 702(d) and Municipal Code § 4-12.1

(vi) Provide legal opinions on procurement matters including but not limited to sole source justifications, prevailing wage applicability, emergency procurement authority thresholds, federal or state funding compliance overlays, and other legal questions arising during the procurement process

(vii) Advise on claims of bid mistake, correction, or withdrawal (Section 9.05)

(viii) Receive notice of statutory changes to Government Code § 3504.1 and advise on policy amendment (Section 9.02)

(ix) Approve the final form of non-substantive changes after City Council approval (Section 13.01(e))

(x) Approve assignments of contract rights and duties as to form (Section 13.02)

(xi) Advise on contract remedies for vendor non-performance (Section 13.03(d))

(xii) Review debarment grounds and procedure for due process (Section 13.10)

(xiii) Advise on protests and protest appeals upon request (Sections 14.02 and 14.09)

(xiv) Recommend revisions to purchasing procedures with respect to public contracting

Section 8.04 - City Clerk Responsibilities

(a) City Clerk or designee responsibilities include:

(i) Serve as the central receiving office for all bids, proposals, and statements of qualifications submitted in response to City solicitations

(ii) Time-stamp all submissions upon receipt and hold sealed bids unopened until the published submission deadline

(iii) Divert proposals and statements of qualifications to the Purchasing Division upon receipt

(iv) Conduct public bid openings at the date, time, and place specified in the solicitation documents

(v) Read the name of each bidder and the bid amount into the public record at the time of public opening

(vi) Conduct the public drawing of lots to resolve tie bids under Section 9.12

(vii) Transfer all bids to the Purchasing Division following the public opening for responsiveness review

(viii) Publish notices inviting bids on the schedule and in the manner directed by the Purchasing Division, consistent with Municipal Code § 4-11.4(b) and City Charter § 1409

(ix) Receive and retain one fully executed original of each contract as the official City record

Section 8.05 - City Controller Responsibilities

(a) City Controller or designee shall:

(i) Certify the availability of funds after City Manager approval and before release of the purchase order, in accordance with the Authorization Table approval sequence

(ii) Process invoices submitted by departments and ensure timely payment to contracted vendors in accordance with the terms established in the contractual agreement

(iii) Coordinate with departments and the Purchasing Division to review and close any open purchase orders that are no longer required to ensure accurate budget encumbrances

(iv) Maintain a budget record reflecting at all times the unencumbered appropriation account balances and encumbrances as shown by unfilled outstanding purchase orders

(v) Review contracts for consistency with purchase order details

Section 8.06 - Department Manager Responsibilities

(a) Department Manager or designees' responsibilities shall include:

(i) **Requisition and Documented Solicitation Requirements:**

1) Consulting with the City Attorney or contracted counsel designated by the City Manager when it is uncertain whether a procurement requires a written contract, consistent with Section 5.07

2) Sufficiently anticipating requirements in advance to allow adequate time to obtain goods in accordance with the best purchasing practices

3) Completing all documented solicitations required by Section 9.03, and attaching the supporting documentation, prior to submitting a purchase requisition to the Purchasing Division

4) Submitting all purchase requisitions using the City-designated procurement system as established by the Purchasing Division

(ii) **Solicitation Preparation and Submission:**

1) Submitting draft solicitations with all attachments, exhibits, scopes of work, and evaluation criteria to the Purchasing Division prior to publication

2) Providing the name and contact information of the designated department point of contact for the solicitation

(iii) **Sole Source Procurements:**

1) Providing written justification for any sole source or noncompetitive procurement explaining the unique circumstances that support the exception

2) Demonstrating that reasonable attempts were made to identify alternative vendors unless the purchase falls within a clearly defined sole source category

(iv) **Purchase Order and Blanket Purchase Order Management:**

1) Requesting increases to Blanket Purchase Order maximum dollar values in writing, submitted to the Purchasing Manager or designee

2) Coordinating with the Purchasing Division and the Controller's Office to review and close any open purchase orders that are no longer required to ensure accurate budget encumbrances

(v) **Contract Administration:**

1) Designating a Department User to administer each contract or agreement

2) Ensuring the Department User is trained in and accountable for conformance to contract administration policies, procedures, and responsibilities

3) Establishing performance standards and requirements for contract specifications and statements of work by facilitating open communications with the contracted vendor regarding contract performance

4) Ensuring delivery and receipt of goods and services meet contract requirements

5) Inspecting goods and services to determine compliance with contract specifications and statements of work

6) Accepting goods and services and providing appropriate receiving documentation to City Accounts Payable in a timely manner

7) Establishing and maintaining appropriate records of contracted vendor performance, contract completion, and any other applicable contract documentation

8) Ensuring all applicable documents related to contract administration and performance are maintained in the contract file

9) Communicating performance issues with the contracted vendor and providing appropriate notice and opportunity for corrective action

10) Notifying the Purchasing Division of unresolved issues related to contract performance

11) Identifying, justifying, and requesting contract modifications or change orders in writing and submitting such requests through defined approval processes

(vi) **Capital Projects:**

1) Preparing plans, specifications, and technical requirements for capital and construction projects and submitting them to the Purchasing Division in accordance with Section 9.17

2) Presenting technical content at pre-bid conferences and site walks, with the Purchasing Division present

3) Drafting responses to technical questions for issuance by the Purchasing Division by written addendum

4) Reviewing responsive bids for conformance with technical specifications and providing a written evaluation to the Purchasing Division

5) Managing capital and construction projects after award

(vii) **Invoice and Payment Processing:**

1) Processing, approving, and submitting correct invoices to ***the Controller's Office*** in a timely manner in accordance with payment terms established in the contractual agreement

2) Immediately informing the contractor of any deficiency related to goods or services not approved by the City and providing instruction on how the contractor may remedy the situation

(viii) **Procurement Competition and Vendor Selection:**

1) Obtaining full and open competition, in accordance with prescribed policies and procedures, in a manner that presents the best overall value to the City

2) Recommending purchasing methods to the Purchasing Division consistent with Section 9.04 (e.g., cooperative purchases, blanket purchase orders, contractual agreements, purchase cards, etc.)

3) Nominating at least three evaluation committee members for Requests for Proposals and Requests for Qualifications, for approval by the Purchasing Manager in accordance with Section 9.10

4) Providing fair and equitable treatment to vendors, suppliers, and contractors

5) Developing Staff Reports for award of contracts for consideration by City Council

(ix) **Operational Responsibilities:**

1) Determining optimal ordering methods to meet requirements at lowest possible cost
2) Assisting in reviewing and negotiating contracts
3) Supervising the receipt and inspection of all materials, supplies, equipment, and services purchased to ensure conformance with specifications
4) Sending a copy of the purchase order to the vendor, when applicable
5) Obtaining approvals in accordance with the Authorization Table
6) Reconciling Purchase Orders and invoice discrepancies
7) Scheduling purchases and deliveries
8) Assisting with audits and reviews by providing needed documents
9) Retaining a copy of all bids and proposals received for the department's solicitations

(x) **Conduct Restrictions:**

1) Refraining from any contact with bidders or proposers regarding a solicitation during the quiet/blackout period under Section 9.13 or the protest period, except as permitted in Section 9.13
2) Not disclosing information to any prospective bidder that could provide a competitive advantage

Procurement Authorization Table

Purchase Amount	Procurement	Contract Type	Approval Sequence
$0- $9999.99	1 Documented Solicitation	Purchase Order	1. Dept. Manager 2. Purchasing Manager 3. City Manager 4. City Controller
$10,000- $24,999.99	3 Documented Solicitations	Purchase Order	1. Dept. Manager 2. Purchasing Manager 3. City Manager 4. City Controller

$25,000 - $49,999.99	3 Documented Solicitations	Purchase Order and Short Form Contract (If Applicable)	1. Dept. Manager 2. Purchasing Manager 3. City Manager 4. City Controller
$50,000+	Formal responses to Requests for Qualifications/Proposals /Bids	Advertised Sealed Bids, Professional Service Agreement/Advertised Sealed Technical Proposal for Service, Purchase Order & Contract and Bonds if Public Works	1. Dept. Manager 2. Purchasing Manager 3. City Manager 4. City Controller 5. City Council

While Municipal Code § 4-11.4 sets the formal bid threshold at $25,000, any purchase or contract with an estimated value greater than $25,000 is subject to formal bid under Municipal Code § 4-11.4(b), and the $25,000 - $49,999.99 tier does not apply. Contracts for the construction or improvement of public works subject to City Charter § 1409 require formal bidding above $25,000 regardless of this table.

The approval sequence above applies to all purchases, including those related to Capital Projects and Professional Services Contracts. Each step must be completed in the order listed before a purchase order is issued. Capital Projects exceeding the City Manager's Authority and all procurements of $50,000 or more must be submitted to the City Council for award authorization prior to contract execution. In the absence of the Department Manager, authorization shall be obtained by the appointee or the next highest authority

Article IX. FORMAL PROCUREMENT METHODS AND SOLICITATION TYPES

This Article establishes the formal procurement methods and solicitation types available to the City and the thresholds at which they apply. The Purchasing Manager determines the method for each solicitation under Section 9.04.

Section 9.01 - Prohibition on Split Purchasing

(a) It is prohibited to split or separate into smaller orders the purchase of supplies, materials, equipment, or services for the purpose of evading the competitive bidding requirements of City Charter § 1411, Municipal Code § 4-11.4, or this Policy.

(b) No City employee shall intentionally divide a single procurement into multiple purchases or transactions in order to avoid the requirement for competitive bidding, the submission of a purchase requisition, or the appropriate level of procurement authorization as set forth in this policy.

(c) Examples of prohibited conduct include, but are not limited to:

(i) Splitting a purchase into multiple purchases under the relevant threshold.

(ii) Processing separate purchases of the same item or service from the same vendor within a short timeframe to avoid formal solicitation.

(iii) Coordinating purchases between employees or departments to bypass the applicable procurement method.

(d) Any purchase or contract made in violation of this provision shall be considered voidable. Any employee found to have knowingly engaged in split purchasing shall be subject to disciplinary action, up to and including termination, as outlined in the enforcement provisions of this Policy and the City's applicable personnel policies.

(e) The Purchasing Division shall monitor purchasing activity for compliance and refer any suspected violations to the City Manager for further review.

Section 9.02 - Pre-Solicitation Labor Notice

(a) Purpose

(i) This section implements the requirements of Government Code §3504.1, enacted by AB 339 (Chapter 687, Statutes of 2025), which requires the City to provide advance written notice to recognized employee organizations before issuing certain solicitations or renewing or extending existing contracts for services within the scope of work of represented job classifications. This section establishes the City's internal process for determining applicability, issuing required notice, and clearing solicitations for publication.

(b) Scope of Application

(i) Government Code § 3504.1(a) requires notice before the City issues a request for proposals or a request for quotes, or renews or extends an existing contract, to perform services within the scope of work of a job classification represented by a recognized employee organization. For purposes of this section, those actions include Invitations to Bid, Requests for Proposals, Requests for Qualifications, documented solicitations under Section 9.03, and the renewal or extension of any existing service contract.

(ii) This section shall also apply, to the extent practicable, to other planned solicitations or service contracting actions that are reasonably expected to result in a contract for services that may fall within the scope of work of job classifications represented by a recognized employee organization. These actions may include, but are not limited to:

1) Requests for Information (RFI) or market surveys that are reasonably expected to lead to a formal solicitation for services;

2) Sole source or noncompetitive procurements for services not otherwise exempt under subsection (c);

3) Piggyback or cooperative purchasing agreements for services executed under another agency's competitively awarded contract; and

4) Any other contracting action for services initiated outside the formal solicitation process.

(iii) This broader application reflects the City's policy position that the notice requirements of Government Code §3504.1 serve the interests of labor relations compliance and shall not be construed narrowly based solely on the solicitation types enumerated in the statute.

(c) Exemptions

(i) This section does not apply to the following contract categories, consistent with Government Code §3504.1(d):

1) Contracts for construction, alteration, demolition, installation, repair, or maintenance work subject to the California Prevailing Wage Law (Labor Code §1720 et seq.), or contracts for highly specialized data, software, or services directly related to such work; and

2) Contracts for professional services described in Government Code §4525 or §4529.10, or services related to the planning, design, administration, oversight, review, or delivery of public works, residential, commercial, or industrial buildings, or other infrastructure projects subject to adopted uniform codes or standards.

(ii) Nothing in this section exempts any contract from notice, meet-and-confer, or other obligations under applicable law or any applicable memorandum of understanding.

(d) HR Determination of Applicability

(i) Notice is required only when the services to be procured are within the scope of work of a job classification represented by a recognized employee organization. The Human Resources Department is solely responsible for making this determination.

(ii) Upon identifying a procurement need, the requesting department shall submit the proposed scope of work simultaneously to the Human Resources Department and the Purchasing Division as early as practicable, and in all cases before the solicitation is released. The Human Resources Department shall review the scope of work, make its determination in writing, and communicate that determination to the Purchasing Division and the requesting department.

1) If HR determines notice is not required, the Purchasing Division may proceed with solicitation development and publication without a pre-solicitation notice period.

2) If HR determines notice is required, the pre-solicitation notice process in subsection (e) shall be initiated before the solicitation is published.

(e) Pre-Solicitation Notice Process.

(i) When the Human Resources Department determines that notice is required, the following process shall apply:

1) The Human Resources Department shall issue written notice to the affected recognized employee organization(s) no less than 45 calendar days before the Purchasing Division publishes the solicitation or, in the case of a renewal or extension, before the renewal or extension is executed.

a) The written notice shall include all of the following, consistent with Government Code §3504.1(b):

i) The anticipated duration of the contract;

ii) The scope of work under the contract;

iii) The anticipated cost of the contract;

iv) The draft solicitation, if available; or, if the solicitation has not yet been drafted, any information that would ordinarily be included in a solicitation; and

v) The reason the City believes the contract is necessary.

(ii) The Purchasing Division shall not publish the solicitation until one of the following conditions is met:

1) The recognized employee organization has formally waived meet-and-confer in writing;

2) The 45-calendar-day notice period has expired without the recognized employee organization initiating meet-and-confer; or

3) Meet-and-confer has been completed and any resulting obligations have been satisfied.

(iii) The Human Resources Department shall notify the Purchasing Division in writing when the notice period or meet-and-confer process has concluded, and the solicitation is cleared for publication. <u>The Purchasing Division shall not publish the solicitation absent that clearance.</u>

(f) Emergency and Exigent Circumstances.

(i) If an emergency or other exigent circumstance prevents the City from providing 45 calendar days' notice before issuing a solicitation or executing a renewal or extension, the City shall provide as much advance notice as is practicable under the circumstances, consistent with Government Code §3504.1(c). The determination that an emergency or exigent circumstance exists shall be made by the City Manager or designee. The Human Resources Department shall issue notice to the affected recognized employee organization(s) as promptly as practicable and shall document

the basis for the abbreviated notice period. This documentation shall be retained in the official procurement file.

(g) Recordkeeping.

(i) The Purchasing Division shall retain the following in the official procurement file for each solicitation subject to this section:

1) HR's written determination of applicability or non-applicability;

2) A copy of the notice issued to the recognized employee organization, if applicable;

3) Documentation of the recognized employee organization's response (waiver, meet-and-confer initiation, or expiration of notice period); and

4) HR's written clearance authorizing publication of the solicitation.

(h) Future Amendments.

(i) This section shall be interpreted and applied in conformance with Government Code §3504.1 as it may be amended. If a statutory amendment modifies the requirements of this section, state law controls pending a formal policy update. The Purchasing Division shall notify the City Attorney or contracted counsel designated by the City Manager and Human Resources Director and initiate a policy amendment within 60 days of any such statutory change.

Section 9.03 - Documented Solicitations and Informal Bids

(a) When obtaining materials, supplies, equipment, services, and construction below the formal solicitation threshold, documented solicitation requirements are as follows:

(i) Less than $10,000 – at least 1 documented solicitation is required.

(ii) $10,000 - $49,999.99 – a minimum of 3 documented solicitations are required The upper limit of this tier is subject to Section 3.02.

(b) Departments must meet the applicable documented solicitation requirement before submitting a purchase for approval, including those requiring City Council approval.

(c) Effect of Non-Response. The requirement is satisfied by documented solicitation of the required number of vendors, regardless of the number of responses received. Where fewer responses are received than the number of vendors solicited, the department shall document the non-responses and may proceed with the responses obtained.

(d) Demonstrated Effort. Where a solicited vendor does not respond, the department shall document at least two contact attempts to that vendor, separated by at least one business day, and attach the email thread or call log to the purchase requisition. A single unanswered contact does not satisfy this requirement.

(e) **Record of Documented Solicitations.** For every purchase below $50,000, the vendor name, local address if any, and principal place of business of each vendor solicited, and the date and amount of each response or website price, shall be recorded, consistent with and in addition to Municipal Code § 4-11.4(a)(1). The requesting department shall provide this information on the purchase requisition. The Purchasing Division shall verify it during requisition review and maintain it in the official procurement file as a public record.

(f) **Published Vendor Pricing.** Where the City Manager or designee reviews and approves it, pricing published on a vendor's website may be used in place of a solicited quote, consistent with Municipal Code Section 4-11.4(a).

(g) **Limited Competition.** Where fewer than the required number of vendors can be identified, or where only one response is received, the department shall prepare a written limited competition determination, consistent with Municipal Code § 4-11.7(b). The determination shall:

(i) identify the vendors the department was able to identify and the vendors solicited;

(ii) record the responses and non-responses received;

(iii) state the basis for concluding that the price is reasonable, such as a prior price paid, a published price, or the price under another public agency's contract; and

(iv) be signed by the Department Manager and attached to the purchase requisition.

(h) The Purchasing Manager or their designee shall review the limited competition determination as part of requisition review. A limited competition determination is not a sole source justification under Article XII.

(i) **Nonexistent Competition.** Consistent with Municipal Code § 4-11.7(b), the documented solicitation requirements of this section do not apply to memberships in professional organizations; registration for meetings, conferences, conventions, and training; and travel expenses. The purchase requisition shall identify the category, which serves as the documented justification. A purchase requisition and an approved Purchase Order, or a purchase under an exception in Section 6.01, remain required, and the approval authorities in the Authorization Table apply. A Sole Source Justification Worksheet is not required.

Section 9.04 - Formal Bids and Proposals

(a) All purchases and contracts estimated to cost **$50,000** or more shall be subject to formal bidding procedures. Departments must comply with the City's established formal procurement process. City Council approval is required prior to the award of any such contract**.** The $50,000 threshold in this section is subject to Section 3.02.

(b) Contracts for the construction or improvement of public works are governed by City Charter § 1409, which provides: "Every contract involving an expenditure of more than

Twenty-Five Thousand Dollars ($25,000.00) for the construction or improvement (excluding maintenance and repair) of public buildings, works, streets, drains, sewers, utilities, parks and playgrounds shall be let to the lowest responsible bidder after notice by publication in the official newspaper by one or more insertions, the first of which shall be at least ten days before the time for opening bids." Section 1409 excludes maintenance and repair by its own terms.

(c) The City Charter does not currently provide authority for design-build project delivery for contracts subject to Section 1409. Design-build delivery requires specific statutory authority and applicable project value thresholds. Departments contemplating design-build shall consult the Purchasing Division before proceeding.

(d) The City authorizes two types of formal competitive procurement methods:

(i) **Formal Bids**

1) This method shall be used for supplies, materials, equipment, routine services, and construction, with award to the lowest responsive and responsible bidder as provided in Municipal Code §§ 4-11.4 and 4-11.5.

(ii) **Competitive Sealed Proposals**

1) This method may be used only for professional services and other services exempt from competitive bidding under Municipal Code § 4-11.7(d), as provided in Section 9.06.

(e) Method Selection.

(i) The Purchasing Manager or their designee shall determine the procurement method for each solicitation. Each determination shall be made within the limits of City Charter § 1409 and Municipal Code §§ 4-11.4 and 4-11.7. Nothing in this section authorizes a procurement method that those provisions do not permit.

(ii) A requesting department shall submit each procurement request to the Purchasing Division and may recommend a procurement method.

(f) Method Selection Factors.

(i) In determining whether a formal bid is the appropriate method, the Purchasing Manager or their designee shall consider whether:

1) the specifications are complete, clear, and objective;

2) price is the primary basis of award;

3) the procurement lends itself to a firm-fixed-price contract; and

4) two or more responsible vendors are expected to compete.

(ii) These factors guide the method determination. They do not create an exception to the competitive bidding requirements of Municipal Code § 4-11.4 or City Charter § 1409.

(g) Written Determination.

(i) For every solicitation, the Purchasing Manager or their designee shall record a written method determination in the official procurement file. The determination shall state the method selected, the basis for the selection, and the authority under which the method is permitted.

(ii) Where a Request for Proposals or Request for Qualifications is selected, the determination shall state the basis on which the services qualify under Municipal Code § 4-11.7(d).

(h) Department Objection.

(i) A department that seeks a method other than the one determined under this section shall submit a written justification to the Purchasing Division before the solicitation is released. The justification shall identify the method requested and state the reasons it better serves the City.

(ii) The Purchasing Manager or their designee shall approve or deny the request in writing. The decision shall be retained in the official procurement file.

(i) City Manager Resolution.

(i) If the Department Manager disagrees with the decision, the Department Manager may refer the matter to the City Manager or designee in writing. The decision of the City Manager or designee is final within the City's administrative process and shall be retained in the official procurement file.

(j) A minimum of three vendors must be solicited. All bids and proposals must be submitted in writing. The Purchasing Division shall retain all bids and proposals in the official procurement file. The requesting department shall retain a copy.

Section 9.05 - Formal Bids (Invitation To Bid – ITB)

Formal bidding (also referred to as competitive sealed bidding) shall be used when the scope of work or product specifications are clearly defined and award will be made based solely on the lowest responsive and responsible bid.

(a) When to Use ITB

***(i)* Formal bidding shall be required when:**

1) the estimated value of the purchase or contract is $50,000 or more, subject to Section 3.02; or

2) the contract is for the construction or improvement of public works subject to City Charter § 1409, which is governed by the threshold in that section regardless of the general threshold.

(ii) This requirement applies unless an exception in Municipal Code § 4-11.7 applies. The method selection factors in Section 9.04 guide the choice of method and are not conditions on this requirement.

(b) Solicitation Requirements

(i) The Purchasing Division shall schedule and direct publication of the Notice Inviting Bids in accordance with Section 9.17. The Notice shall be published at least ten (10) days before the date set for opening bids, at least once in a newspaper of general circulation printed and published in the City, or if there is none, by posting in at least three places in the City designated by ordinance for posting public notices, consistent with Municipal Code § 4-11.4(b)(1). For contracts subject to City Charter § 1409, publication in the City's official newspaper shall occur at least ten (10) days before the time for opening bids. The Purchasing Division may set a longer notice schedule by written procedure.

(ii) As the authorized designee of the soliciting department's manager, the Purchasing Division shall send notice of each formal bid to vendors on the bidders' list for the applicable goods or services, consistent with Municipal Code § 4-11.4(b)(1). Notice sent through the City's designated procurement platform to registered vendors in the applicable categories satisfies this requirement.

(iii) **The invitation shall be posted on the City's website and the City's designated procurement platform and include:**

1) Project title and description;

a) Bid submission deadline and public opening date;

b) Pre-bid conference information (if applicable);

c) Instructions for obtaining bid documents and submitting responses.

(c) Bid Opening and Public Disclosure

(i) All bids shall be delivered to the City Clerk's Office, 205 S. Willowbrook Avenue, Compton, CA 90220, Attention: Purchasing Manager. The City Clerk shall time-stamp each submission upon receipt and hold all bids unopened until the deadline.

(ii) At the specified time and location, bids shall be publicly opened in the presence of at least one representative from the requesting department.

(iii) The City Clerk shall read the name of each bidder and the bid amount into the public record.

(d) Evaluation and Award

(i) **Bids shall be evaluated based on compliance with the requirements of the solicitation, including:**

1) Completion of all required forms;

a) Conformance with specifications;

b) Proof of insurance, bonding, and licensing (if applicable).

c) Proof of City of Compton business licensing (Municipal Code § 9-1.2).

d) The award shall be made to the lowest responsive and responsible bidder.

e) Delivery, warranty, product quality, and similar requirements may be stated in the bid documents as minimum specifications. They are evaluated on a pass or fail basis for responsiveness and are not scored.

(e) Responsibility Determination.

(i) In determining the lowest responsible bidder, the City shall consider, in addition to price, the criteria in Municipal Code § 4-11.5(a), including:

1) The bidder's ability, capacity, and skill to perform the contract or provide the required services.

2) The ability to deliver services or supplies promptly and without delays.

3) The bidder's character, integrity, reputation, experience, and overall efficiency.

4) The quality of the bidder's performance on previous City contracts.

5) The ability to provide ongoing maintenance, support, or warranty services.

6) Compliance with federal and state non-discrimination laws and regulations.

7) Certification that the bidder will pursue affirmative action in accordance with City Council-adopted guidelines relating to diversity and equitable employment practices.

(ii) Each bidder shall enclose with its bid a certificate stating whether the bidder is currently in compliance with all federal and state laws covering nondiscrimination in employment; that the bidder will pursue an affirmative course of action as required by the affirmative action guidelines adopted by the City Council; that, if awarded the contract, the bidder will not discriminate in the employment of any person under the contract because of race, color, national origin or ancestry, or religion; and that the bidder will participate, if requested, in a pre-award review of its qualifications. This certificate is required by Municipal Code § 4-11.5(a)(8).

(iii) Bidders and contractors shall also comply with all applicable state and federal nondiscrimination laws, including the Fair Employment and Housing Act (Government Code § 12900 et seq.).

(f) Mistake Correction

(i) A claim of bid mistake, correction, or withdrawal is governed by Article X. The Purchasing Manager or their designee shall consult with the City Attorney or contracted counsel designated by the City Manager before deciding the claim.

(g) Award of Contract:

(i) A firm-fixed-price contract shall be awarded by written notice to the responsible bidder whose bid is lowest in price and conforms to the requirements of the Invitation To Bid.

When specified in the bid documents, other factors, such as discounts, delivery costs, and life-cycle costs, shall be considered in determining the lowest bid.

(h) Bid Security and Bonds

(i) When required, bid security and performance and payment bonds, including their form and amount, shall be stated in the Notice Inviting Bids. A successful bidder that fails to execute the contract within ten (10) days after the notice of award is mailed forfeits its bid security, consistent with Municipal Code § 4-11.4(b)(2) and (3).

(i) Evaluation of Responsiveness and Responsibility:

(i) In addition to price, the following elements determine whether a bid is responsive and the bidder is responsible:

1) A responsive bid must substantially conform to all material requirements of the invitation to bid, including specifications and contractual terms. This includes providing all required documents such as proof of insurance, completed forms, references, and other requested information.

2) Bidders who include substituted terms and conditions or qualify their bids in a manner that limits or nullifies liability shall be deemed non-responsive.

3) The successful bidder must demonstrate the capacity to fulfill all contract obligations, including providing continued service or support as required. Staff may request evidence of the bidder's reliability, financial capacity, prior experience, or client references. Such information may be requested at the time of bid or after bid submission.

4) A bidder may be deemed non-responsive if it fails to furnish required qualifications or documentation upon request.

(j) Responsibilities

(i) The City Clerk shall receive bids, hold them unopened until the deadline, and conduct the public bid opening.

(ii) The Purchasing Division shall review all bids for responsiveness following the public opening and shall document the responsiveness determination in the official procurement file. The requesting department shall review responsive bids for conformance with technical specifications and shall provide a written evaluation to the Purchasing Division.

(iii) <u>The Purchasing Manager or their designee shall review the department's recommendation and ensure compliance with this Policy before forwarding the award recommendation to the City Council (if required).</u>

(k) Documentation

(i) All bid tabulations, evaluation records, and recommendation memoranda shall be retained in the official procurement file.

(ii) The Department shall prepare a staff report and resolution for City Council approval if the award exceeds the City Manager's Authority.

Section 9.06 - Competitive Sealed Proposals

(a) Competitive sealed proposals, or a Request for Qualifications under Section 9.09, shall be used at or above the formal solicitation threshold for professional services and other services provided by individuals or organizations possessing a high degree of professional, unique, specialized, or technical skill or expertise, as described in Municipal Code § 4-11.7(d), when an award cannot be made solely on the basis of price and factors such as experience, technical approach, and methodology are significant considerations. Supplies, materials, equipment, and routine services shall be procured by formal bid under Section 9.05. Competitive sealed proposals may be used when:

(i) The City seeks proposals based on best value rather than lowest price;

(ii) Specifications cannot be precisely defined and alternative solutions may exist;

(iii) Sufficient Competition Exists, meaning two or more responsible proposers are willing and able to compete effectively for the contract.

(iv) Negotiations may be necessary to clarify, refine, or improve proposals prior to contract award, ensuring best value to the City;

(v) The nature of the procurement supports evaluation based on multiple weighted criteria including quality, performance, and cost; and

(vi) The solicitation, including all relevant attachments, clearly describes the City's objectives, scope of work, and desired outcomes to enable proposers to respond accurately and competitively.

(b) Proposals shall be solicited through a publicly advertised Request for Proposals (RFP) describing the City's objectives, evaluation criteria, and selection process.

(c) Each RFP shall identify the evaluation criteria and their relative importance, which may include factors such as technical merit, experience, approach, capacity, and price.

(d) Proposals shall be evaluated by an evaluation committee constituted under Section 9.10 using only the published criteria. The committee may conduct interviews or request clarifications.

(e) Negotiations may be conducted with the highest-ranked proposer(s) to achieve the most advantageous outcome for the City.

(f) Award shall be made to the proposer whose offer is determined to be most advantageous to the City, considering price and all other evaluation factors.

(g) Evaluation Factors.

(i) Proposals shall be evaluated only against the criteria set forth in the solicitation documents. Depending on the nature of the procurement, evaluation criteria may include:

(ii) Compliance with all submission requirements, including licensing and registrations;

(iii) Total cost or price, including applicable discounts;

(iv) Insurance and bonding capacity;

(v) The proposer's qualifications, references, and prior experience;

(vi) Staff qualifications and hourly rates, where applicable;

(vii) Technical quality, reliability, and maintainability of the goods or services;

(viii) Delivery timeline and logistical capacity;

(ix) Warranty and maintenance terms;

(x) Compatibility with existing City systems and infrastructure;

(xi) Residual or repurchase value, where applicable;

(xii) Availability of sales or service representatives; and

(xiii) Any other factor expressly identified in the solicitation.

(xiv) Evaluation factors other than cost shall be assigned weights or point values in the solicitation, and the basis for scoring shall be documented in the official procurement file.

Section 9.07 - **Two-Envelope Evaluation Method (Quality and Cost-Based Selection)**

(a) The Two-Envelope Evaluation Method may be used for competitive sealed proposals when qualitative factors such as technical merit, methodology, or experience are given substantial weight in addition to price. This method separates the technical evaluation from the cost evaluation to ensure objectivity, transparency, and fairness. The Purchasing Manager or their designee determines whether this method applies, in accordance with Section 9.04.

(b) Proposal Submission: Each proposer shall submit two separate sealed envelopes:

(i) Envelope A – Technical Proposal: Containing all required narrative, methodology, qualifications, and related materials responsive to the qualitative evaluation criteria. No pricing information shall be included.

(ii) Envelope B – Cost Proposal: Containing only cost or fee information as specified in the solicitation.

(c) Evaluation Sequence:

(i) Technical proposals shall be opened and evaluated first by the evaluation committee using only the published non-price criteria.

(ii) Proposals that meet or exceed the minimum technical score established in the solicitation shall advance to cost evaluation.

(iii) Cost proposals shall then be opened and evaluated in accordance with the weighting formula published in the RFP.

(iv) The evaluation committee shall recommend award to the proposer offering the best combination of quality and cost. Award is made in accordance with Section 13.01.

(d) Custody and Confidentiality.
All cost proposals shall remain sealed and in the custody of the Purchasing Division or designee until the completion of the technical evaluation phase.

(e) Documentation.
The evaluation committee shall prepare a written report summarizing the technical and cost evaluation results, ranking of proposers, and justification for the final recommendation. The report shall become part of the official procurement record.

Section 9.08 - Request for Proposals (RFP)

(a) A Request for Proposals (RFP) is the solicitation document used when the City seeks competitive sealed proposals under the provisions of Section 9.06. The RFP shall clearly communicate the City's objectives, desired outcomes, scope of work, proposal format, evaluation criteria, and the relative importance of each factor to ensure transparency and fairness in the selection process.

(b) The Purchasing Division shall issue the RFP through public advertisement and ensure that all interested proposers have equal access to information necessary for preparing a responsive proposal. The solicitation shall specify the due date and time for submission, the method of delivery, and the point of contact for all communication during the solicitation period. Proposals shall be delivered to the City Clerk's Office and diverted to the Purchasing Division upon receipt, as provided in Section 8.04.

(c) The RFP shall include sufficient information for proposers to understand the City's requirements while allowing flexibility for innovation and alternative solutions. The solicitation shall, at a minimum, include:

(i) A detailed statement of the City's objectives and scope of work;

(ii) Instructions for proposal preparation and submission;

(iii) The evaluation criteria and corresponding weight or relative importance;

(iv) Standard terms and conditions and any special conditions applicable to the procurement;

(v) Required forms, certifications, or disclosures; and

(vi) The anticipated contract type, term, and any renewal or extension provisions.

(d) Addenda shall be issued in writing to all known proposers to address questions, clarifications, or modifications to the RFP. All addenda shall be published in the same manner as the original solicitation to ensure equal notice to all parties.

(e) Proposals received after the published deadline shall be deemed late and shall not be opened or considered for award.

(f) The Purchasing Division shall maintain a complete record of the RFP process, including advertisements, addenda, proposals received, evaluation materials, negotiation documentation, and final award recommendation, as part of the official procurement file.

Section 9.09 - Request for Qualifications (RFQ)

(a) A Request for Qualifications (RFQ) shall be used when the City seeks to procure services based primarily on the demonstrated qualifications, competence, and professional capabilities of prospective firms or individuals, rather than price. The RFQ process emphasizes selecting the most qualified firm for the required scope of work, with cost or fee negotiations conducted only after ranking.

(b) The RFQ method is appropriate for professional services and specialized disciplines, including, but not limited to, architectural, engineering, legal, financial, planning, environmental, and other consulting services where technical expertise and professional judgment are the primary determinants of value.

(c) Professional services described in Government Code § 4525 et seq., including architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services, shall be selected on the basis of demonstrated competence and professional qualifications, with compensation negotiated after ranking.

(d) Where a ranked list of qualified firms is established for use on more than one project, the ranking process shall be renewed at least once annually to give new firms the opportunity to participate.

(e) The RFQ shall be publicly advertised and issued by the Purchasing Division. Statements of qualifications shall be delivered to the City Clerk's Office and diverted to the Purchasing Division upon receipt, as provided in Section 8.04. The solicitation shall clearly describe the City’s objectives, the scope of required services, and the evaluation criteria to be used in determining the most qualified respondents.

(f) Each RFQ shall require interested firms or individuals to submit statements of qualifications that include, but are not limited to:

(i) Background information and firm profile;

(ii) Relevant project experience and references;

(iii) Technical and professional qualifications of key personnel;

(iv) Capacity to perform the required services within established timelines; and

(v) Any additional information necessary to demonstrate competence and understanding of the City's needs.

(g) Statements of qualifications shall be reviewed and evaluated by an evaluation committee constituted under Section 9.10 using only the published evaluation criteria. The committee may conduct interviews, reference checks, or request supplemental information to assist in its evaluation.

(h) Firms shall be ranked in order of qualification. The City shall enter into negotiations with the highest-ranked firm to establish fair and reasonable compensation. If negotiations are unsuccessful, the City may terminate discussions and initiate negotiations with the next most qualified firm.

(i) Award shall be made to the firm whose qualifications and negotiated terms are determined to be most advantageous to the City.

(j) The Purchasing Division shall maintain a complete record of the RFQ process, including solicitation documents, statements of qualifications, evaluation materials, negotiation records, and final award documentation, as part of the official procurement file.

Section 9.10 - Evaluation Committee

(a) Composition.

(i) Each evaluation committee shall have at least three members.

(ii) Members may be any City employee and are not limited to the requesting department.

(iii) Persons who are not City employees may serve where subject matter expertise is required.

(iv) The Purchasing Division administers the committee and does not serve as an evaluator.

(b) Nomination and Approval.

(i) The requesting department shall nominate at least three evaluators.

(ii) The Purchasing Manager or their designee shall approve each member after a conflict of interest check, may reject a nominee or require a replacement, and may add a member from outside the requesting department.

(iii) The approval shall be recorded in the official procurement file.

Section 9.11 - Local Merchant Preference

(a) Pursuant to Section 1411 of the City Charter and Municipal Code § 4-11.5(b), when making purchases for the City, local merchants shall be given preference in the award of contracts, provided that quality and pricing are equal. For purposes of this provision, a local merchant is a vendor with a principal place of business or a licensed business location within the City of Compton. Any procurement preference program for specific vendor categories beyond local preference, including but not limited to disabled veteran business enterprises or small businesses, requires separate adoption by the City Council consistent with applicable state and federal law.

Section 9.12 - Tie Bids and Tied Proposals

(a) Tie Bids.

(i) A tie exists when two or more responsive bids submitted by responsible bidders state an identical price after the correction of arithmetic errors.

(ii) Where a tie exists on a purchase subject to City Charter § 1411, and one tied bidder qualifies as a local merchant under Section 9.11 and the other tied bidders do not, award shall be recommended to the local merchant. This paragraph does not apply to contracts for the construction or improvement of public works subject to City Charter § 1409, or where the preference is prohibited by state or federal law or by the terms of the funding source.

(iii) If a tie remains, it shall be resolved by a drawing of lots conducted publicly by the City Clerk. Each tied bidder shall receive written notice of the date, time, and place of the drawing at least three (3) business days in advance and may attend. The drawing shall proceed whether or not a noticed bidder attends.

(iv) The Purchasing Manager or their designee shall document the method, the participants, and the outcome of the drawing in the official procurement file.

(v) No bidder may withdraw or modify its bid on the basis of a tie.

(b) Tied Proposals.

(i) Where two or more proposals receive the same total score, award shall be recommended to the proposer with the higher score on the qualifications and experience criterion. If the solicitation has no qualifications and experience criterion, or if the proposals remain tied, the tie shall be resolved by a drawing of lots as provided in this section.

(c) City Council Authority.

(i) Nothing in this section limits the authority of the City Council under Municipal Code § 4-11.4(b)(4).

(d) Solicitation Reference.

(i) Each Invitation to Bid, Request for Proposals, and Request for Qualifications shall state that ties are resolved under this section of the Purchasing Policy.

Section 9.13 - Release of Procurement Information

(a) Before Solicitation:

(i) Information related to a proposed procurement shall not be disclosed outside the City prior to the official release of the solicitation, except in cases involving long-range acquisition forecasts published in the City's annual budget.

(b) During Evaluation and Negotiation:

(i) Information contained in bids, proposals, statements of qualifications, and evaluation materials shall remain confidential until the Notice of Intent to Award is issued. Before that date, no such information shall be released except by the Purchasing Manager in consultation with the City Attorney or contracted counsel designated by the City Manager. Requests under the California Public Records Act shall be processed in accordance with the City's Public Records Act procedures and Section 9.14.

(c) After Solicitation:

(i) From the date a solicitation is issued through the date of award notification, all communication with bidders or proposers concerning the solicitation shall be conducted exclusively by the Purchasing Division. No other City employee, official, or representative shall discuss the solicitation with any bidder, proposer, or prospective bidder during this period. Technical questions shall be referred to the Purchasing Division, which shall coordinate a response with the requesting department and issue any substantive response by written addendum to all recipients of the solicitation. No City personnel shall disclose information to any bidder or prospective bidder that, individually or in combination, could provide a competitive advantage. With Purchasing Division approval, department staff may notify prospective vendors that a solicitation has been issued and direct them to the official channels under Section 9.18. No other information may be shared.

Section 9.14 - Confidential Information

(a) Confidential Information in Bids or Proposals:

(i) If a bidder or proposer claims that any portion of a bid or proposal contains confidential or proprietary information, such material must be clearly identified as confidential, accompanied by a written statement explaining the legal basis for the confidentiality claim. In the event of a request for disclosure under the California Public Records Act, the City will provide the bidder or proposer with a copy of the request. It shall be the sole responsibility of the bidder or proposer, at its own expense, to seek judicial relief to prevent the disclosure. The bidder or proposer shall defend, indemnify, and hold harmless the City against any legal costs or liabilities associated with withholding the information.

Section 9.15 - Rejection of Bids and Cancellation of Solicitations

(a) Authority.

(i) Rejection of an individual bid or proposal. The Purchasing Manager or their designee shall determine whether a bid or proposal is non-responsive and shall document the determination in writing in the official procurement file.

(ii) Rejection of all bids. Consistent with Municipal Code § 4-11.4(b)(4) and City Charter § 1409, the City Council may reject any and all bids received in response to a formal bid and may re-advertise for bids. A recommendation to reject all bids shall be presented to the City Council by staff report.

(iii) Rejection of all proposals. The City Manager or designee may reject all proposals or statements of qualifications received in response to a Request for Proposals or Request for Qualifications, upon the written recommendation of the Purchasing Manager.

(iv) Cancellation before the submission deadline. The Purchasing Manager, with the approval of the City Manager or designee, may cancel a solicitation before the submission deadline by written addendum.

(b) Grounds.

(i) A solicitation may be cancelled, or all bids or proposals rejected, when the action is supported by documented reasons and is in the best interest of the City. Reasons may include, but are not limited to, the following:

1) The bid specifications are inadequate, ambiguous, or require revision;

2) The goods or services are no longer required;

3) A change in City needs or priorities;

4) All bids received are determined to be unreasonable or exceed available funding;

5) Evidence indicates that bids were not independently developed or were submitted in bad faith;

6) A determination is made that the bid process did not comply with applicable legal or procedural requirements;

7) The number or quality of responses received is insufficient to establish a competitive market for the scope, and the Purchasing Division documents in writing the number of vendors solicited, the number of responses received, and the basis for concluding that the responses do not permit a competitive award;

8) Any other reason supported by documentation showing that cancellation or rejection is clearly in the City's best interest.

Section 9.16 - Specifications

(a) Specifications and Scope Definition

(i) Before procurement begins, the required item or service must be clearly defined. Specifications are critical to ensuring that vendors understand the City's expectations and can prepare responsive proposals or bids. Properly written specifications must:

1) Not be written to exclude all but one product, service, or vendor, unless legally permitted.

2) Be clear, definite, and concise to provide a consistent basis for evaluating submissions.

3) Call for only those features or levels of quality necessary for the intended use, unless a higher standard results in long-term value or economic advantage to the City.

4) Preferably focus on performance outcomes rather than prescribing design, brand, or method.

5) Be framed to promote full and open competition to the greatest extent practical under the circumstances.

(b) Restrictive Specifications

(i) While City departments may specify desired features and performance standards for goods and services, specifications shall not be written in a way that unnecessarily restricts competition. Some degree of specificity is permitted when justifiable, but the City must be able to demonstrate a clear and documented reason for any specification that may appear restrictive.

(ii) **Specifications must not be drafted to:**

1) Require a particular brand, product, or feature exclusive to one manufacturer; or

(iii) Exclude functionally equivalent products from other qualified vendors. Exceptions may be made only when clearly justified in the Invitation To Bid or Request for Proposals, based on findings that the specified material, product, or service is necessary for one or more of the following purposes:

(iv) To match existing products in use on a public improvement project, either completed or in progress;

1) To obtain an item available from only one source;

2) To respond to an emergency declared by the City Manager, City Council, or applicable State or Federal agency.

(c) Evaluation Factors Beyond Price

(i) Specifications must clearly state whether evaluation factors other than cost will be considered in awarding the contract. These factors may include, but are not limited to:

1) Results of product testing or technical evaluations;

2) Warranty length and terms;

3) Reliability, maintenance, and operational costs;

4) Repurchase or residual value, where such value can be objectively assessed.

(ii) For formal bids, only cost factors that can be measured objectively in dollars, such as discounts, delivery costs, and life-cycle costs, may be considered in determining the lowest bid, and only if stated in the bid documents.

(d) Inappropriate Specifications

***(i)* Inappropriate specifications are those that:**

1) Are overly restrictive without justification;

2) Unnecessarily limit vendor participation;

3) Are ambiguous or poorly defined;

4) Conflict with this Policy or applicable laws.

***(ii)* All specifications must promote fair competition, be outcome-oriented where possible, and reflect the actual needs of the City.**

Section 9.17 - Solicitation Submission, Publication Control, and Release Authorization

(a) Prohibition on Independent Department Publication:

(i) No department, agency, or office of the City shall independently publish, advertise, or otherwise release a solicitation, including any Invitation to Bid (ITB), Request for Proposals (RFP), or Request for Qualifications (RFQ), to the public, to prospective vendors, or through any City-administered or third-party platform without prior submission to and clearance by the Purchasing Division. This prohibition applies regardless of the procurement method, estimated contract value, or funding source.

(b) Required Submission to the Purchasing Division:

(i) Prior to any solicitation being published, the requesting department shall submit to the Purchasing Division all of the following:

1) A draft of the solicitation, including all attachments, exhibits, scopes of work, and evaluation criteria;

2) The name and contact information of the department point of contact, for internal coordination only;

3) For services, the Human Resources determination under Section 9.02; and

4) For software and products requiring integration with City systems, the compatibility determination under Section 9.19.

(c) Reformatting and Boilerplate:

(i) Upon receipt of proposed solicitation, the Purchasing Division shall reformat the department's draft into the City's standard solicitation template and insert applicable boilerplate language before scheduling publication. The substance of the department's scope of work, evaluation criteria, and attachments shall not be altered without coordination with the requesting department.

(d) Publication Scheduling:

(i) The Purchasing Division shall coordinate and schedule the publication of all formal solicitations upon receipt. The Purchasing Division shall determine the publication date, required posting period, and bid or proposal due date in consultation with the requesting department, consistent with the minimum advertising periods required under this policy, the Municipal Code, the City Charter, and applicable state law. No publication date shall be confirmed until all required submission items under subsection (b) have been received.

(e) Prohibition on Unauthorized Release:

(i) Any solicitation released by a department without prior submission to and clearance by the Purchasing Division under this section shall be considered unauthorized. The Purchasing Manager, in consultation with the City Manager, may void an unauthorized solicitation and reject all responses received pursuant to it. Departments and individual staff members responsible for an

unauthorized release may be subject to disciplinary action in accordance with the City's applicable personnel policies.

(f) Recordkeeping:

(i) The Purchasing Division shall maintain a solicitation publication log documenting, at minimum, the following for each solicitation:

1) Date the complete submission package was received from the requesting department;

2) Date Purchasing Division clearance was granted;

3) Scheduled publication date; and

4) Solicitation outcome (award, cancellation, or rejection of all bids/proposals).

(ii) This log shall be retained as part of the official procurement record in accordance with the City's applicable records retention schedule.

Section 9.18 - Publication and Official Solicitation Channels

(a) The official channels for City solicitations are the City's website, the City's designated procurement platform, and, for formal bids, the newspaper publication required by Municipal Code § 4-11.4(b)(1) or, for contracts subject to City Charter § 1409, publication in the City's official newspaper. The Purchasing Division shall identify the current designated procurement platform and newspaper on the City's website. A solicitation is published when it is released through these channels as authorized under Section 9.17.

(b) Listings on third-party aggregator or resale websites are not official City channels. The City does not control the content or accuracy of those listings and is not responsible for them.

(c) Reliance on a third-party listing does not excuse a late or non-conforming submission. A submission received after the published deadline is late and shall not be opened or considered for award.

Section 9.19 - Information Technology Review of Software Procurements

(a) Applicability.

(i) This section applies to every procurement of software, software as a service, hosted applications, software licensing and renewals, and any product requiring integration with City systems, at any dollar value.

(b) Compatibility Determination.

(i) Before a solicitation is published or a purchase order is issued, the requesting department shall obtain a written compatibility determination from Information Technology staff designated by the City Manager.

(ii) The determination shall address compatibility with existing City systems, integration requirements, data security and data ownership, duplication of existing licenses, and ongoing support.

(c) Effect of an Adverse Determination.

(i) A procurement that receives an adverse determination shall not proceed until the issues identified are resolved in writing.

(d) Recordkeeping.

(i) The determination shall be attached to the requisition and retained in the official procurement file.

Article X. BID REJECTIONS, IRREGULARITIES, AND MISTAKES

Section 10.01 - Recordkeeping of Bid Rejections and Cancellations

(a) The Purchasing Division shall maintain complete and sufficient written documentation for all bid rejections and solicitation cancellations. The purpose of such documentation is to ensure transparency and prevent any abuse of the procurement process. All reasons for bid rejection shall be retained in the official bid file.

(b) Minor Informalities and Irregularities:

(i) A minor informality or irregularity is defined as a defect or deviation in a bid that is immaterial to the substance of the bid. Such defects may involve a matter of form rather than substance and may be waived or corrected without prejudice to other bidders. A defect is considered immaterial when it does not affect the price, quantity, quality, or delivery terms of the bid. The Purchasing Manager or their designee may allow a bidder to cure an immaterial defect, waive the deficiency, or reject the bid. The decision shall be documented in the official procurement file.

***(ii)* Mistakes in Bids**

1) **Review for Mistakes:**

a) After bid opening, the Purchasing Manager or their designee, with technical input from the requesting department, shall review the apparent low bid for possible mistakes. If there is a suspected error or the City has reason to believe a mistake may have occurred, the bidder shall be asked to verify the bid, with specific reference to the suspected mistake. Correction or withdrawal of a bid for mistake is governed by California Public Contract Code § 5101 et seq., as applicable.

2) **Conditions for Withdrawal Due to Mistake:**

a) A bid may be withdrawn without penalty if the bidder can demonstrate to the satisfaction of the City that all of the following conditions are met:

i) The bidder made a mistake;

ii) The bidder provided written notice to the City within five (5) working days of bid opening, specifying in detail the nature of the mistake;

iii) The mistake caused the bid to be materially different from what the bidder intended to submit;

iv) The mistake occurred in the preparation of the bid and was not the result of poor judgment or negligence in reviewing contract documents.

3) Prohibition on Future Bidding:

a) A bidder who withdraws a bid due to a claimed mistake, or who forfeits bid security, shall be disqualified from participating in any further bidding on the same project for which the mistake was claimed or security was forfeited

Article XI. EXCEPTIONS TO CENTRALIZED PROCUREMENT

Section 11.01 - General Requirements

(a) All purchases for supplies, materials, equipment, or services must be processed through the centralized procurement system unless expressly exempted by this policy.

(i) No purchase may be made outside the centralized process unless it is an exception listed in Section 6.01 or falls within Sections 11.02 through 11.04. Any other purchase outside the centralized process requires the prior written approval of the City Manager or designee, upon the written recommendation of the Purchasing Manager. The approval shall be retained in the official procurement file.

(ii) Any purchase made without an approved Purchase Order, other than a purchase listed in the exceptions in Section 6.01, shall be considered unauthorized, may be deemed void, and may not be paid by the City, except as provided in Section 11.05. The employee responsible for initiating such an unauthorized obligation may be subject to disciplinary action, up to and including termination.

Section 11.02 - Exempt Purchases

(a) The following categories of expenditures are exempt from the documented solicitation, competitive bidding, purchase requisition, and Purchase Order requirements of this Policy. They shall be paid by the method stated below, in accordance with procedures established by the City Controller, and remain subject to the approval authorities established in this Policy and the Authorization Table:

Expenditure Category	Payment Method
Bond Transactions	Paid via Trustee Bank per escrow instructions

Claims	Request for Warrant/Check
Bank Charges & Fees	Request for Warrant/Check
Easements	Request for Warrant/Check
Environmental Fees and Permits	Request for Warrant/Check
Medical Services (e.g. Workers Comp, Emergencies)	Request for Warrant/Check
Payroll Expenses	Paid via Payroll Process
Purchase of Real Property	Wire Transfer or Request for Warrant to Escrow Company
Utilities	Request for Warrant/Check processed by Controller's Office

Section 11.03 - Petty Cash and Employee Reimbursement

(a) Petty Cash.

(i) Petty cash purchases are limited to $200 per transaction. A purchase may not be divided to stay within this limit, as provided in Section 9.01.

(b) Employee Reimbursement.

(i) An employee may be reimbursed for a purchase of $500 or less made for City business. A purchase above $500 requires an approved requisition and purchase order before the purchase is made.

(c) Documentation.

(i) Each petty cash or reimbursement request shall include an itemized receipt.

(d) Items Not Eligible.

(i) Training and registration fees, computers and electronics, and furniture are not eligible for reimbursement and shall be purchased through the requisition process. Computers, electronics, and equipment requiring integration with City systems are subject to Section 9.19.

Section 11.04 - Emergency Procurement

(a) When an Emergency Exists.

(i) An emergency exists where supplies, materials, equipment, or services involving the public health, safety, or welfare would be interrupted if normal procurement procedures were followed, consistent with Municipal Code § 4-11.7(a).

(b) Authorization.

(i) The City Manager or designee shall determine that an emergency exists and shall authorize the emergency purchase. A department shall not make an emergency purchase without that authorization.

(c) Notice to Proceed.

(i) After authorization, the Purchasing Manager or their designee may issue a verbal or written notice to proceed to the vendor.

(d) Documentation.

(i) Within two (2) business days of the authorization, the requesting department shall submit to the Purchasing Division a requisition and a memorandum describing the nature of the emergency, the supplies or services obtained, the vendor, the cost, and the reason normal procedures could not be followed. The memorandum shall be retained in the official procurement file.

(e) City Council Ratification.

(i) Emergency purchases that would otherwise require competitive bidding and that exceed the City Manager's Authority shall be submitted to the City Council for ratification at the next regular City Council meeting after the purchase is authorized, consistent with Municipal Code § 4-11.7(a).

(f) Public Works.

(i) A contract for the construction or improvement of public works subject to City Charter § 1409 may be let without advertising for bids only if the City Council deems the work to be of urgent necessity for the preservation of life, health, or property, by motion passed by at least four affirmative votes containing a declaration of the facts constituting the urgency, as provided in City Charter § 1409. The City Manager's Authority and the ratification provision of this section do not apply to such a contract. Maintenance and repair work is not subject to this paragraph.

(g) Additional Requirements.

(i) The City Manager's urgent necessity purchase authority is governed by Resolution No. 26,100.

Section 11.05 - Confirming Requisitions

(a) Applicability. This section applies when a department has obligated the City for goods or services without an approved Purchase Order, other than a purchase listed in the exceptions in Section 6.01.

(b) Submission. The department shall submit a confirming requisition with a memorandum signed by the Department Manager stating the goods or services obtained, the vendor, the dates of the obligation and delivery, the amount, and the reason this Policy was not followed.

(c) Price Reasonableness. In place of the documented solicitations that were not obtained, the department shall document that the price is reasonable, such as by a prior price paid, a published price, or the price under another public agency's contract.

(d) Approval. The City Manager or designee may approve a confirming requisition within the City Manager's Authority. A confirming requisition exceeding the City Manager's Authority shall be submitted to the City Council for ratification.

(e) Accountability. The Purchasing Division shall refer each confirming requisition to the City Manager under Section 11.01. Approval of payment does not excuse the violation.

(f) Public Works. This section does not authorize ratification of a contract for the construction or improvement of public works subject to City Charter § 1409.

Article XII. NONCOMPETITIVE AND SOLE SOURCE PROCUREMENT

Section 12.01 - General Policy

(a) A noncompetitive or sole source procurement may be authorized when special circumstances make competitive sourcing impractical or infeasible. Such procurements are exceptions to the City's standard purchasing procedures and require clear justification, written documentation, and approval in accordance with this policy.

Section 12.02 - Noncompetitive Negotiated and Sole Source Proposals or Bids

(a) The following conditions justify the use of sole source or noncompetitive procurement, consistent with Municipal Code § 4-11.7:

(i) Only one vendor is qualified or available to perform the work or provide the required product or service.

(ii) An emergency exists, as provided in Section 11.04.

(iii) Competition is found to be inadequate after a formal solicitation is cancelled under Section 9.15, and the department proposes to proceed without re-soliciting.

(b) Procurement may proceed without formal competition when one or more of the following conditions apply:

(i) The City is using a cooperative purchasing agreement or another public agency's competitively awarded contract in accordance with Section 12.03.

(ii) The procurement must be compatible with existing City-owned equipment, infrastructure, or systems.

(iii) The product or service is subject to patents, copyrights, proprietary restrictions, or other vendor-exclusive conditions.

(c) Each of the noncompetitive scenarios described in this section requires a written justification explaining the basis for exemption, except a purchase under a cooperative purchasing agreement or another public agency's contract, which is documented under Section 12.03. Justifications shall be submitted with the purchase requisition in accordance with Section 12.04 (Approval and Documentation Requirements).

Section 12.03 - Cooperative Purchasing and Piggybacking

(a) Permitted Use.

(i) The City may purchase goods or services through a cooperative purchasing agreement, or by using a contract awarded by another public agency, where the underlying contract was competitively awarded by a public agency. Examples include contracts available through OMNIA Partners and Sourcewell.

(b) Documentation.

(i) The department shall attach to the requisition the program name and contract number, the name of the awarding public agency, and the Executive Summary for the contract.

(c) Eligibility.

(i) Before submitting the requisition, the department shall confirm and document that (i) the contract permits use by other public agencies; (ii) the contract is within its active term, including any exercised renewal; and (iii) the goods or services to be purchased fall within the scope of the contract. The Purchasing Division shall verify these items during requisition review.

(d) Price Reasonableness.

(i) Price verification for purchases under a cooperative purchasing or piggyback contract is governed by Section 7.05.

(e) Relationship to Other Sections.

(i) Use of an existing City contract by another City department is citywide contract use under Section 5.03 and is not piggybacking.

Section 12.04 - Approval and Documentation Requirements

(a) A written sole source justification is required for any purchase for which this Policy requires more than one documented solicitation or a formal solicitation, and which the department proposes to make without that competition. The justification shall be submitted on the City's Sole Source Justification Worksheet, signed by the Department Manager, and attached to the purchase requisition. This requirement does not apply to a purchase made in accordance with Section 12.03.

(i) Purchases for which this Policy requires more than one documented solicitation or a formal solicitation shall be competitively sourced regardless of the funding source, unless justified in accordance with this section.

(b) Departments must demonstrate that reasonable attempts were made to identify alternative vendors unless the purchase falls within a clearly defined sole source category.

(c) The City Manager or designee shall make the final determination on whether a procurement qualifies as sole source.

(d) Special signature approvals are required from the requesting department prior to review and final approval by the City Manager or designee.

(e) The justification must show:

(i) Why alternative vendors are not acceptable;

(ii) How pricing has been evaluated for fairness (if possible); and

(iii) That the procurement is in the City's best interest.

Section 12.05 - Examples of Acceptable Sole Source Situations

(a) Include but are not limited to:

(i) Procurement of equipment, parts, or software that must be compatible with existing systems.

(ii) Procurement where only a single supplier is licensed to sell or service the product.

(iii) Support services for highly technical systems (e.g., security, SCADA, IT).

(iv) Projects requiring continuity from a contractor already mobilized.

(v) Legal, engineering, or consulting services requiring institutional knowledge or access.

(vi) Grant-funded purchases where the vendor is specified by the funding agency.

Section 12.06 - Minimizing Sole Source Use

(a) Each department shall minimize sole source procurement to the extent practicable. In all cases, use of noncompetitive procurement must be supported by adequate written documentation and retained in the purchasing file for audit purposes.

Section 12.07 - Contract Structuring for Noncompetitive Procurements

Once a noncompetitive procurement has been justified and approved in accordance with this Article, the responsible department must ensure that the resulting contract or procurement file includes clear specifications and documentation of contract terms, including scope, performance expectations, and payment provisions.

(a) Consultant and City Responsibilities

(i) Consultant's Responsibilities: The contract must clearly itemize all tasks, deliverables, equipment, and materials that the consultant or contractor is responsible for providing.

(ii) City's Responsibilities: The contract shall also specify any services, materials, or support the City will provide, if applicable.

(b) Selection Criteria (for Proposals)

(i) For noncompetitive proposals, the department shall still develop internal evaluation notes or records indicating why the selected consultant is most appropriate. Factors may include relevant experience, technical expertise, project approach, and value. While formal scoring may not be required, departments must retain documentation demonstrating why the selected vendor was considered the best fit.

(c) Basis of Payment

***(i)* The contract must clearly describe the terms of payment, including:**

1) Whether payment will be made in fixed installments, upon completion of defined milestones, or as a single lump sum;

2) Any retainage or holdbacks;

3) Invoicing instructions and documentation requirements.

(d) Performance Schedule

***(i)* The contract shall include a project timeline that outlines:**

1) Total number of calendar days or months to completion;

2) Milestone dates (if applicable);

3) Provisions for time extensions or delays.

(e) Additional Requirements

***(i)* The contract must also address any other applicable terms, including but not limited to:**

1) Insurance coverage (e.g., general liability, workers' compensation, professional liability);

2) Security deposits, if required;

3) Post-award requirements (e.g., business licenses, permits);

4) Compliance with any specific funding agency mandates or legal requirements.

Section 12.08 - Agreements with Governmental Entities

(a) Consistent with Municipal Code § 4-11.7(c), the documented solicitation and competitive bidding requirements of this Policy do not apply to the purchase of or contract for supplies, materials, equipment, or services entered into directly with another governmental or quasi-governmental entity. A purchase requisition, a written agreement approved as to form under Section 13.01, and the approval authorities in the Authorization Table remain required. For services, the determination under Section 9.02 also applies. A Sole Source Justification Worksheet is not required. This section does not

apply to a contract with a private vendor awarded by another public agency, which is governed by Section 12.03.

Article XIII. CONTRACTING & STANDARDS OF CONDUCT IN PURCHASING

This article establishes ethical expectations and legal requirements governing all City employees involved in the procurement process. All personnel are required to act with impartiality, integrity, and professionalism in interactions with vendors, contractors, and service providers.

Section 13.01 - Contracting

a) Contracts shall be prepared from City-approved templates where one applies. Consistent with City Charter § 702(d) and Municipal Code § 4-12.1, all City contracts shall be approved as to form by the City Attorney or contracted counsel designated by the City Manager before execution. Prior to contract execution, all City contracts shall be reviewed by the City Attorney or contracted counsel designated by the City Manager to ensure the best interest of the City is upheld in all contractual agreements and for completeness.

   Through authority of this policy, the Purchasing Manager or their designee may adopt systems, procedures, standards, reporting, and evaluation tools for effective administration and management of City contracts and evaluate performance of contracted vendors. These may be used to inform future decisions to contract with the contracted vendor.

   A Department User shall be identified to administer each contract/agreement, where not otherwise authorized by the City Charter. The Purchasing Division shall be responsible for training and providing documentation for Department Users relative to their contract administration responsibilities. The designated Department User shall be accountable for conformance to contract administration policies, procedures and responsibilities.

b) Each service contract shall include a Scope or Statement of Work with a well-defined description of any outcomes to be achieved, services to be performed, and timeline for each service or step of service.

c) All contracts entered into under this Policy shall be approved as to form by the City Attorney or contracted counsel designated by the City Manager and executed in the name of the City by the City Manager or designee. One fully executed original of the contract shall be filed with the City Clerk. Copies of executed contracts shall also be distributed to the contracted vendor and Department User. Copies may be distributed electronically.

d) **Award Recommendation Package.**
   i) The record supporting an award recommendation to the City Council shall include:
      (1) the solicitation and all addenda and notices;
      (2) all bids, proposals, or statements of qualifications received;

(3) evaluation materials and score sheets;
(4) the final ranking;
(5) cost proposals;
(6) the responsiveness and responsibility determinations;
(7) the determination made under Section 9.02;
(8) insurance and licensing verification;
(9) where a single response was received, the basis for concluding that the price is reasonable; and
(10) any protest record and determination.

e) **Award and Execution.**

i) For each formal solicitation, the Purchasing Division shall issue a Notice of Intent to Award to all bidders or proposers through the City's designated procurement platform before the award is made by the City Manager or placed on a City Council agenda. The Notice shall identify the recommended vendor and state the protest deadline under Section 14.05. The award shall not be made or placed on an agenda until the protest period has expired or any timely protest has been resolved.

ii) For a contract requiring City Council approval, the contract shall be presented to the City Council, and the staff report and resolution shall state the terms the City Manager will be authorized to execute upon approval.

iii) The City Manager may execute the contract with non-substantive changes. A change is non-substantive only if it does not alter the contractor, the scope, the price or not-to-exceed amount, the term, or the insurance and indemnity terms. The City Attorney or contracted counsel designated by the City Manager shall approve the final form, and the change and the reason for it shall be noted in the official procurement file. Any other change shall be returned to the City Council.

Section 13.02 - Contract Clauses

(a) CONTRACT TERM

(a) A contract term shall be identified in the executed contract. Contract terms may include any of the following:

(i) **Definite Quantity Contracts**: A fixed price contract that provides for a specified amount of goods or services at specified times or when ordered.

(ii) **Indefinite Quantity Contracts**: A contract for an indefinite amount of goods or services to be furnished at specified times, or as ordered, that establishes unit prices as fixed or discounts from catalogues.

(iii) **Requirements Contracts**: A form of indefinite delivery/indefinite quantity contract where all actual purchase requirements for specific supplies or services during the contract period are filled by the selected vendor, with deliveries to be scheduled by placing orders with the vendor.

(iv) **Multi-Year Contracts**: Appropriate when it is in the best interest of the City to obtain uninterrupted services extending over more than one fiscal period.

(b) Unless otherwise provided by law, a contract may be entered into for any period of time deemed to be in the best interests of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. The standard term for City contracts is an initial term of up to two

years, with up to three one-year renewal options, for a total term not exceeding five years. A contract with an initial term greater than two years or a total term greater than five years requires a written justification from the requesting department, approved by the City Manager or designee, and is subject to review by the City Attorney or contracted counsel designated by the City Manager as part of approval as to form.

(b) Pricing Structure

(a) The pricing structure for the type of contract selected shall include the terms and conditions that stipulate how the contracted vendor is compensated or reimbursed for the scope of services or specifications stated within the contract. Pricing structures may include:

(i) **Fixed-Price Contracts:** Contracts providing for a firm price for items or services specified in the contract or a lump sum price for the contract that may only be adjusted in accordance with the contract clauses that provide for revision of the prices under specified circumstances.

(ii) **Cost Type Contracts:** Contracts that reimburse the contracted vendor for incurred costs, which are allowable and allocable under the terms of the contract and applicable laws and regulations. Variations of cost contracts include but are not limited to, cost plus fixed fee, cost plus incentive and cost-sharing.

(iii) **Time and Materials Contracts**: Contracts that provide for the acquisition of supplies or services on the basis of payment for hours at specified, fixed hourly rates which include wages, overhead, profit, and expenses. Materials shall be reimbursed per the terms and conditions specified in the contract.

(b) For all formal purchases, the pricing structure shall be determined by the Purchasing Manager or their designee, in cooperation with the requesting department, based upon the specific needs and requirements and an assessment of risks. Counsel shall review the pricing structure as part of approval as to form. Where Federal or grant guidelines prohibit the use of specific pricing structures, this pricing structure must not be used unless it is documented why no other contract type is suitable (for instance, time and materials contracts without a ceiling price, cost plus percentage of costs, or percentage of construction cost).

(c) Unauthorized Work

(a) Contracted vendors are only permitted to proceed with delivery of goods or provision of service upon receipt of a purchase order or a fully executed contract. In an emergency authorized by the City Manager or designee under Section 11.04, the Purchasing Manager or their designee may issue a verbal or written notice to proceed, to be followed by the documentation required under that section.

(d) Assignment of Duties

(a) The rights and duties of a city contract are not transferable or otherwise assignable without the written consent of the City Manager, with approval as to form by the City Attorney or contracted counsel designated by the City Manager.

Section 13.03 - Contract Management

(a) Contract management promotes effective contract execution and performance in accordance with the specifications, scope of work, terms and conditions of the contract/agreement. The integrity of the public procurement process demands that goods and services be furnished, received, invoiced and paid as specified in the contract. The contracting process begins with a contract negotiation process after successful procurement through the closeout process of a completed agreement. It includes delivery, receiving, inspection, and payment.

(b) Department Responsibilities: Contract management is the responsibility of the Department User. These responsibilities include, but are not limited to:

(i) Establishing performance standards and requirements for contract specifications and statements of work by facilitating open communications with the contracted vendor regarding contract performance.

(ii) Ensuring delivery and receipt of goods/services requirements are met.

(iii) Inspecting goods and services to determine compliance with contract specifications and statements of work.

(iv) Accepting goods and services and providing appropriate receiving documentation to City Accounts Payable in a timely manner.

(v) Establishing and maintaining appropriate records of contracted vendor performance, contract completion and any other applicable contract documentation.

(vi) Ensuring all applicable documents related to contract administration and performance are maintained in the contract file.

(vii) Communicating performance issues with the contracted vendor.

(viii) Notifying the Purchasing Division of unresolved issues related to contract performance.

(ix) Identifying, justifying and requesting (in writing) any contract modification or change orders and submitting such requests through defined approval processes.

(c) Purchasing Responsibilities: Purchasing Division shall advise and guide Departments on contract management. These responsibilities include, but are not limited to, the following

(i) Objectively evaluating information provided by the Department User and recommending appropriate action. Where appropriate, the Purchasing Division shall consult the City Attorney or contracted counsel designated by the City Manager prior to taking action.

(ii) Assisting and providing advice in addressing any performance issues by providing appropriate notice to the contracted vendor and requesting corrective action in accordance with the contract and this Policy.

(iii) Providing guidance to consider performance data/information at the time of contract renewal or extension.

(iv) Providing timely review, and facilitating contract amendments based on appropriate, fully justified and properly authorized documentation from the Department User.

(d) Contracted Vendor Responsibilities: All contracted vendors shall supply goods and services conforming to the specifications or statement of work of the contract/agreement/order. Failure of a contracted vendor to perform as required or effectively address performance issues may result in the City pursuing any and all

remedies available in the contract/agreement/order, this Policy or allowable by law, including but not limited to mediation, rejection or revocation of acceptance of goods, termination for cause, termination for convenience, and any other action as advised by the City Attorney or contracted counsel designated by the City Manager.

Section 13.04 - Vendor Payment

(a) City contract, agreement, and order documents shall include provisions pertaining to City payment terms. The document shall also include the invoice form elements and submittal requirements of the contracted vendor. The City's standard payment term is net thirty (30) days from receipt of a correct and undisputed invoice.

(b) Department Users are responsible for the timely processing, approving and submitting of correct invoices to Accounts Payable. Accounts Payable is responsible for timely processing of payment to the contracted vendor in accordance with the terms established in the contractual agreement.

(c) In the event the City rejects goods, revokes acceptance of goods, or does not approve rendered services for non-compliance, the City shall make no payment to the contracted vendor. The Department User shall immediately inform the contractor of their deficiency and shall provide instruction on how the contracted vendor may remedy the situation. Once the contracted vendor performs as required, and the City accepts and approves the goods and services, the contracted vendor shall provide a new, correct invoice for approval.

Section 13.05 - Contract Closeout

(a) The Department User shall ensure all invoices are paid and all relevant file documentation is complete for the closeout of the contract. Contracts and purchase orders shall be closed in the financial system. Records should be maintained in accordance with the City record retention policy.

Section 13.06 - Quiet/Blackout Period

(a) The quiet/blackout period is established in Section 9.13. A City employee or City contractual employee who violates it may be subject to disciplinary action in accordance with the City's applicable personnel policies.

(b) It shall be a breach of ethical standards for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

Section 13.07 - Conflict of Interest

(a) City Charter § 1202 provides that no member of the City Council, officer, member of any board or commission, or employee of the City shall be financially interested, directly or indirectly, in any contract, sale, or transaction to which the City is a party, in violation of state laws and regulations governing conflicts of interests. Consistent with that section, employees must maintain high standards of honesty, impartiality, and independence in all procurement-related activities. No employee shall engage in any transaction or have any personal or financial interest, direct or indirect, that may compromise, or reasonably appear to compromise, their independent judgment in the performance of official duties.

(b) All employees must comply with:

(i) City Charter § 1202;

(ii) The City of Compton's Conflict of Interest Code as adopted by the City Council;

(iii) The California Political Reform Act;

(iv) Government Code Section 1090 and related regulations governing contractual conflicts of interest;

(v) The California Code of Regulations related to financial disclosures and acceptance of gifts.

Section 13.08 - Personal Purchases From Suppliers, Vendors, Or Contractors

(a) City employees shall not use their position or influence to obtain personal discounts, services, or other benefits from City vendors, suppliers, or contractors that are not generally available to the public.

(b) Employees and their immediate family members may only accept discounts or offers from City vendors if the same benefits are available to the general public and not tied to the individual's City employment.

Section 13.09 - Ethical Procurement Practices

It is the policy of the City of Compton to maintain fair, equitable, and transparent working relationships with all vendors and the public. Every employee who engages in procurement-related activities represents the City's interests and is expected to act in a professional and ethical manner.

(a) Vendor Gifts, Gratuities and Kickbacks.

(i) Receiving gifts, favors, or personal benefits from vendors or contractors can undermine the fairness and credibility of the City's procurement process.

(b) Gift Limitations

***(i)* Under Government Code § 89503:**

1) local elected officials, designated employees, and other public officials may not accept gifts from a single source exceeding the limit established by the Fair Political Practices Commission, as adjusted biennially.

2) A gift is defined as any payment, benefit, or advantage received without full payment in return (Gov. Code § 82028).

(c) Gift Valuation

(i) The value of a gift is based on its fair market value at the time it is received.

(i) Specific valuation methods are outlined in FPPC Regulations 18946.1–18946.5.

(d) General Exceptions

(i) Gifts are not reportable or prohibited under the following circumstances:

(ii) Items returned or reimbursed within 30 days;

(iii) Donations to a nonprofit where the official holds no controlling interest;

(iv) Gifts from immediate family members not acting on behalf of another party;

(v) Informational materials for official use;

(vi) Inheritances or bequests;

(vii) Campaign contributions;

(viii) Plaques or trophies worth less than $250;

(ix) Free admission for ceremonial roles (with proper posting);

(x) Benefits received while making a public speech;

(xi) Wedding reception gifts received equally with other guests;

(xii) Bereavement gifts;

(xiii) Acts of basic neighborliness;

(xiv) Admission tickets to 501(c)(3) fundraisers (two tickets maximum);

(xv) Unused tickets or passes not transferred or gifted;

(xvi) Items donated for agency use (with Form 802 disclosure);

(xvii) Leave credits from official catastrophic leave programs;

(xviii) Disaster relief benefits from a government or nonprofit;

(xix) Raffle items received in an agency-sponsored drawing;

(e) Gifts exchanged between employees during internal gift exchanges.

(f) Limited Exceptions

(i) In-home hospitality from personal relationships;

(ii) Traditional holiday or birthday gifts of modest value;

(iii) Reciprocal exchanges (e.g., rotating who pays for meals);

(iv) Benefits from a dating partner (disclosable if the partner has business before the City);

(v) Acts of human compassion (e.g., hardship support from personal contacts);

(vi) Long-standing personal friendships unrelated to City business;

(vii) Business or social gifts from individuals with no foreseeable financial interest in City decisions.

(g) The City adopts the following ethical standards for supply management:

(i) Avoid the appearance or reality of unethical or compromising conduct in all procurement-related interactions;

(ii) Disclose and avoid personal business interests that may conflict with City interests;

(iii) Do not solicit or accept any form of compensation, reward, or inducement from current or prospective vendors;

(iv) Treat confidential and proprietary information with appropriate discretion and comply with legal requirements;

(v) Conduct all supply management activities in accordance with applicable local, state, and federal laws and City policies;

(vi) Maintain a professional demeanor at all times when dealing with vendors and the public.

Section 13.10 - Debarment

(a) Purpose.

(i) This section establishes the only procedure by which a vendor may be excluded from City business for cause. Removal of a vendor from the bidders' list because the vendor is no longer in business or has requested removal is administrative and is not a debarment.

(b) Grounds.

(i) Performance grounds are:

1) default on a City contract, purchase order, or quotation;

2) continual poor service; and

3) poor quality of goods furnished.

(ii) Integrity grounds are:

1) collusion with another bidder or proposer; and

2) submission of a bid or proposal that was not independently developed or was submitted in bad faith.

(c) Notice.

(i) Before a debarment is imposed, the Purchasing Manager shall give the vendor written notice stating the grounds, the facts relied upon, the proposed term, and the vendor's right to respond.

(d) Opportunity to Respond.

(i) The vendor may submit a written response to the Purchasing Manager within fifteen (15) business days of the date of the notice.

(e) Determination.

(i) The Purchasing Manager shall issue a written determination that addresses the vendor's response, states the findings and reasoning, and states the term of the debarment.

(f) Term.

(i) A debarment on performance grounds shall not exceed one (1) year. A debarment on integrity grounds shall not exceed three (3) years. The determination shall state the term and the reason for its length.

(g) Appeal.

(i) The vendor may appeal the determination to the City Manager within ten (10) business days of receipt of the determination. The City Manager shall issue a final written decision within ten (10) business days of receipt of the appeal. The decision of the City Manager is final within the City's administrative process.

(h) Effect.

(i) During the term, the vendor is not eligible for award of a City contract or purchase order. The Purchasing Manager shall notify the City Manager and the City Controller of the determination. The City Controller shall inactivate the vendor's profile for the term.

(i) Reinstatement.

(i) At the end of the term, the vendor may apply to the Purchasing Division for reinstatement.

(j) Recordkeeping.

(i) The notice, the vendor's response, the determination, and any appeal decision shall be retained by the Purchasing Division.

Section 13.11 - Procurement Records

(a) Official Procurement File. The Purchasing Division shall maintain an official procurement file for each procurement sufficient to detail its history, including, as applicable: the method determination under Section 9.04; the solicitation, addenda, and notices; all bids, proposals, and statements of qualifications received; documented solicitation records under Section 9.03; evaluation materials and score sheets;

responsiveness and responsibility determinations; the basis for the price; the contract type and pricing structure; the reasons for contractor selection or rejection; the determinations under Sections 9.02 and 9.19; the Notice of Intent to Award; and any protest record and determination.

(b) **Custodians.** The Purchasing Division maintains the official procurement file. The City Clerk retains one fully executed original of each contract under Section 8.04. The Department User maintains the contract administration file under Section 13.03.

(c) **Retention.** Procurement records shall be retained in accordance with the City's adopted records retention schedule and are public records except as provided by law.

Article XIV. Protest Procedure

Section 14.01 - Purpose

(a) This section establishes the process for vendors or proposers to challenge the terms, evaluation, or intended award of a solicitation administered by the City. The intent is to ensure fairness, transparency, and integrity in the City's procurement process while avoiding unnecessary delay to City operations.

Section 14.02 - Authority

(a) The Purchasing Manager shall have the authority to receive, investigate, and determine protests filed under this Article. The Purchasing Manager may consult the City Attorney or contracted counsel designated by the City Manager at any stage. A determination issued under this Article is subject to appeal under Section 14.09.

Section 14.03 - Eligibility

(a) Solicitation Protest. Any prospective bidder or proposer that obtained the solicitation documents through an official channel under Section 9.18 may file a solicitation protest.

(b) Evaluation or Award Protest. Only a bidder or proposer that submitted a response to the solicitation may file an evaluation or award protest.

(c) Subcontractors and other interested parties are not eligible to file a protest directly.

Section 14.04 - Types of Protest

(a) **Solicitation Protest**: Challenge to the terms, conditions, or specifications of a solicitation.

(b) **Evaluation Protest**: Challenge of the conduct of evaluation committee members or to the scoring during the evaluation process.

(c) **Award Protest**: Challenge to the recommendation or intended award of a contract.

Section 14.05 - Protest Filing Deadlines

(a) **Solicitation Protest:** A formal protest must be received by the Purchasing Division no later than **five (5) business days prior** to the submission deadline for the solicitation.

(b) **Evaluation or Award Protest:** A formal protest must be received by the Purchasing Division within five (5) business days after the Purchasing Division issues the Notice of Intent to Award through the City's designated procurement platform.

Section 14.06 - Formal Protest Submission Requirements

(a) Formal protest must be submitted in writing to the Purchasing Division and include:

(i) Solicitation title and number;

(ii) Protesters name, company, address, phone, and email;

(iii) A clear statement of the grounds for protest with supporting facts and citations to law or policy;

(iv) Identification of the specific relief requested; and

(v) Signature of an authorized representative.

(b) Protest must be emailed to the Purchasing Division or their designee, or delivered to: Purchasing Division, 205 S Willowbrook Avenue, Compton CA, 90220

Section 14.07 - Suspension of Award

(a) Upon receipt of a timely protest, the Purchasing Manager may suspend further action on the solicitation or award until the protest is resolved, unless the City Manager determines in writing that continuation of the process is in the City’s best interest.

Section 14.08 - Review Process

(a) **Initial Review:** The Purchasing Division will acknowledge receipt in writing within two (2) business days and determine whether the protest is timely and properly filed.

(b) **Fact-finding:** The Purchasing Division will review all relevant records and materials and may consult the affected department and the City Attorney or contracted counsel designated by the City Manager.

(c) **Opportunity to Respond:** Other interested parties may be notified and given an opportunity to provide a written response within three (3) business days.

(d) **Determination:** A written decision will be issued by the Purchasing Manager within ten (10) business days of receipt of a complete protest unless extended for good cause.

1) A decision shall:

a) Address each issue raised;

b) State findings and reasoning; and

c) Declare whether the protest is upheld, denied, or partially upheld.

Section 14.09 - Appeal

(a) If the protester disagrees with the determination, the protester may appeal to the City Manager within five (5) business days of receipt of the decision. The City Manager may consult the City Attorney or contracted counsel designated by the City Manager and shall issue a final written decision within ten (10) business days. The City Manager's decision is final within the City's administrative process.

Section 14.10 - Effect of Decision

(a) The city's final decision constitutes exhaustion of administrative remedies. Further relief may be pursued through judicial review in accordance with California Code of Civil Procedure §1094.5.

Section 14.11 - Recordkeeping

(a) All protest documentation shall be retained in the official procurement file in accordance with the City's Records Retention Policy.

Section 14.12 - Confidentiality and Contact Restrictions

(a) During the protest period, vendors shall not contact elected officials, staff outside of the Purchasing Division, or other evaluators regarding their solicitation. Unauthorized contact may result in disqualification from the protest and from the solicitation.

Article XV. Glossary

The following terms are defined for purposes of this Purchasing Policy. Where applicable, definitions reference the City Charter, the Municipal Code, or California law.

Procurement – The process of acquiring goods, services, or construction through purchase, lease, or other lawful means, in accordance with this policy, the City Charter, and applicable laws.

Purchasing Division – The City division responsible for managing procurement activities, issuing solicitations, reviewing requisitions, and ensuring compliance with this policy.

Purchasing Manager – The individual designated to oversee purchasing operations and administer the City's procurement processes as described in this policy.

City Council – The elected legislative body of the City of Compton, authorized to approve contracts and procurements above the thresholds established by the City Charter and this policy.

City Manager – The administrative head of the City, with authority to approve procurements and contracts within limits set by the City Charter, resolutions, and this policy.

Department Manager – The official responsible for ensuring that department purchases comply

with this policy, approving requisitions, and verifying that funding is available.

Requisition – A department's formal request to purchase goods, services, or construction. Must include all required supporting documentation, including documented solicitations, contract references, and, for cooperative purchases, the Executive Summary for the contract, before submission to the Purchasing Division.

Purchase Order (PO) – A formal document issued by the City Manager and processed by the Purchasing Division, authorizing a vendor to supply specified goods or services under stated terms and conditions.

Blanket Purchase Order (BPO) – A PO issued for recurring purchases from a single vendor, up to a maximum dollar value, for a term not exceeding one fiscal year. See Article VII.

Solicitation – A formal or informal request for offers, bids, proposals, or quotes issued by the City for the purchase of goods, services, or construction.

Short Form Contract – A simplified agreement used for lower-value or routine procurements containing essential terms and conditions, including scope of work, price, term, and payment conditions, along with standard protective clauses. A short form contract bridges between purchase orders and comprehensive service agreements and is appropriate for procurements below the formal solicitation threshold or for straightforward scopes requiring minimal negotiation.

Documented Solicitation – A department's documented request to a vendor for pricing, terms, and conditions for a purchase below the formal solicitation threshold. The requirement is satisfied by the documented request, not by receipt of a response. See Section 9.03.

Competitive Bidding – A procurement method in which three or more responsible vendors are invited to compete for award, with selection based on responsiveness and responsibility.

Invitation to Bid (ITB) / Competitive Sealed Bids – A formal solicitation method used for procurements where specifications are complete, competition is available, and award will be made to the lowest responsive and responsible bidder based on price, including any cost factors stated in the bid documents. Governed by City Charter § 1411 and Municipal Code § 4-11.4.

Bid Opening – The public opening of sealed bids received in response to an Invitation to Bid, conducted by the City Clerk at the date, time, and place stated in the solicitation. Proposals and statements of qualifications submitted in response to an RFP or RFQ are not publicly opened and are diverted to the Purchasing Division upon receipt.

Bidder – Any person or entity submitting a response to a solicitation published by the City.

Responsible Bidder – A bidder who possesses the capability, integrity, financial resources, and technical capacity to fully perform the contract as specified. Responsibility is determined by the City based on the criteria set forth in Municipal Code § 4-11.5(a) and Section 9.05

Responsive Bidder – A bidder whose submission complies with all material aspects of the solicitation requirements, including but not limited to proof of insurance, a current business license, and bonding where required.

Request for Proposals (RFP) – A formal solicitation used when factors other than price (time, quality, and experience) are considered in award determination. Evaluation is based on published criteria.

Request for Qualifications (RFQ) – A formal solicitation used to select a firm based primarily on demonstrated qualifications, with compensation negotiated after ranking. See Section 9.09.

Request For Information (RFI) – A non-binding request to vendors for information to support planning and market research; not used to award contracts.

Evaluation Committee – A committee of not fewer than three qualified individuals, nominated by the requesting department and approved by the Purchasing Manager or designee, that evaluates proposals or statements of qualifications against the published criteria and recommends an award. Members need not be City employees where subject matter expertise is required.

Award – The formal decision to accept a bid or proposal and enter into a contract with the successful vendor.

Contract – A legally binding agreement between the City and a vendor to provide specified goods, services, or construction for consideration.

Professional Services Contract – A contract for services requiring specialized expertise, often evaluated based on qualifications rather than price alone.

Emergency Procurement – A purchase made without competitive solicitation where supplies, materials, equipment, or services involving the public health, safety, or welfare would be interrupted if normal procurement procedures were followed. See Section 11.04.

Sole Source Procurement – A procurement made without competitive bidding when only one vendor is capable of providing the required goods or services. Requires written justification and approval under this policy, Article XII.

Unauthorized Purchase – A procurement made outside the scope of this policy or without required approvals.

Bid Splitting – The prohibited practice of dividing a purchase into smaller parts to avoid competitive bidding thresholds.

Cooperative Purchasing – A procurement method in which the City uses a contract competitively awarded by another public agency or cooperative group.

Citywide Contract Use – A requisition against an existing City contract held or administered by another City department, within that contract's scope and remaining not-to-exceed capacity. Not cooperative purchasing or piggybacking.

Collusion – A secret agreement between two or more parties to manipulate the bidding process for personal or mutual gain.

Time and Materials Contract – A contract in which the vendor is paid for actual time worked and materials used, and any ceiling price stated in the contract.

Piggybacking – A type of cooperative purchasing that allows the City to use another public

agency's competitively awarded contract under the same terms.

Addendum – A written change or clarification to a solicitation issued before the closing date.

Pre-Bid/Pre-Proposal Conference – A meeting held prior to bid or proposal submission to provide clarification on requirements and answer vendor questions.

Prevailing Wage – The minimum wage rates established for public works projects under California Labor Code §§ 1720–1861.

Authorization Table – The Procurement Authorization Table in Article VIII, which states the documented solicitation requirement, contract type, and approval sequence for each purchase amount.

Bidders' List – The vendors registered in the City's designated procurement platform, together with any vendor that has requested in writing to be added. See Sections 8.02 and 9.05.

City Manager's Authority – The purchase, contract, change order, and urgent necessity authority delegated to the City Manager by City Council Resolution No. 26,100, as amended or superseded.

Comparison Price – One price for the same or an equivalent item, obtained from another vendor, a published price, or another public agency's contract, used to verify the price of a cooperative purchase. See Section 7.05.

Compatibility Determination – The written determination by Information Technology staff designated by the City Manager that a software procurement is compatible with City systems. See Section 9.19.

Debarment – The exclusion of a vendor from award of a City contract or purchase order for a stated term, imposed for cause under Section 13.10.

Department User – The department employee designated by the Department Manager to administer a contract or agreement.

Designee – A person authorized by the named official to perform a function on that official's behalf. A delegation by the Purchasing Manager shall be in writing as provided in Section 4.01.

Draw – A purchase made against a Blanket Purchase Order.

Exempt Purchase – An expenditure in a category listed in Section 11.02. An Exempt Purchase is exempt from documented solicitation and competitive bidding requirements and from the purchase requisition and Purchase Order requirements, and is paid by the method stated in Section 11.02.

Formal Solicitation Threshold – The dollar value at or above which a formal solicitation is required. The threshold is $50,000, subject to Section 3.02.

Intergovernmental Agreement – A contract entered into directly with another governmental or quasi-governmental entity. See Section 12.08.

Limited Competition Determination – The written determination a department prepares where fewer than the required number of vendors can be identified or only one response is received. See Section 9.03.

Local Merchant – A vendor with a principal place of business or a licensed business location within the City of Compton. See Section 9.11.

Method Determination – The written record of the procurement method selected for a solicitation, the basis for the selection, and the authority under which the method is permitted. See Section 9.04.

Non-Substantive Change – A change to a contract after City Council approval that does not alter the contractor, the scope, the price or not-to-exceed amount, the term, or the insurance and indemnity terms. See Section 13.01.

Notice Inviting Bids – The public notice of a formal bid, published as required by Municipal Code § 4-11.4(b)(1).

Notice of Intent to Award – The notice issued by the Purchasing Division through the City's designated procurement platform identifying the recommended vendor for a formal solicitation. Its issuance starts the evaluation and award protest period. See Sections 13.01 and 14.05.

Official Procurement File – The record of a procurement maintained by the Purchasing Division, containing the documents this Policy requires to be retained for that procurement.

Procurement Basis – The basis on which a Blanket Purchase Order is established: a cooperative purchasing or piggyback contract, an existing City contract, or a standalone solicitation. See Section 7.01.

Professional Services – Services performed by individuals or organizations possessing a high degree of professional, unique, specialized, or technical skill or expertise, including but not limited to attorneys, physicians, architects, engineers, consultants, and accountants. See Section 5.06.

Public Works Contract – A contract for the construction or improvement of public works that is subject to City Charter § 1409.

Purchasing Officer – The Purchasing Division position that reports to the Purchasing Manager.

Quiet/Blackout Period – The period from the date a solicitation is issued through the date of award notification, during which all communication with bidders or proposers concerning the solicitation is conducted exclusively by the Purchasing Division. See Section 9.13.

Sole Source Justification Worksheet – The City's standard form for a written sole source justification. See Section 12.04.

Tie – Two or more responsive bids from responsible bidders stating an identical price after the correction of arithmetic errors, or two or more proposals receiving the same total score. See Section 9.12.

Two-Envelope Evaluation Method – A proposal evaluation method in which the technical proposal and the cost proposal are submitted in separate sealed envelopes, and the cost proposal is opened only after the technical evaluation is complete. See Section 9.07.

November 10, 2026

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: INTERIM CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING RESOLUTION NO. 26,451 TO REMOVE THE MAXIMUM EXPENDITURE CEILING FOR LEGAL SERVICES RETAINER AGREEMENTS FOR FISCAL YEAR 2026-2027 TO ENSURE UNINTERRUPTED MUNICIPAL REPRESENTATION AND LIABILITY PROTECTION

SUMMARY

Adoption of this resolution will authorize a necessary technical amendment to Resolution No. 26,451 to remove the rigid, pre-established aggregate monetary expenditure ceiling for authorized legal services retainer agreements for Fiscal Year 2026-2027. This administrative adjustment ensures that the City of Compton's active litigation defenses, municipal operations, and risk management lines are completely protected against disruption or liability exposure, driven strictly by actual operational demands and case volumes.

BACKGROUND

On October 15, 2024, the City Council adopted Resolution No. 26,135, formally approving professional legal services retainer agreements with various qualified law firms to defend the City’s interests across diverse litigation frameworks. On June 23, 2026, the City Council subsequently adopted Resolution No. 26,451, exercising the first of two approved one-year options to extend these vital retainer terms for Fiscal Year 2026-2027.

Section 3 of Resolution No. 26,451 established a rigid combined expenditure cap of $1,015,000.00 distributed across designated operational line items for the City Attorney, Human Resources, and City Controller budgets. To maintain continuous, unimpeded municipal defense, staff had identified the critical operational necessity to remove this restrictive cap, allowing active litigation tracking to adapt dynamically to case needs.

STATEMENT OF THE ISSUE

Maintaining a rigid, hard cap on essential professional legal defense costs introduces substantial operational vulnerabilities. Active lawsuits, municipal litigation schedules, and sudden risk containment scenarios do not follow static budgetary projections. Fixing a maximum aggregate dollar limit on retainer payments creates a structural exposure where mandatory legal representations could be halted mid-proceedings, creating immediate default risks or standard compliance lapses.

Amending Section 3 of Resolution No. 26,451 directly addresses this vulnerability. By removing the hard expenditure cap while leaving all Council-approved firms and the strict $440.00/hour rate cap completely intact, the City guarantees seamless, uninterrupted representation. Total actual spending will be managed directly through monthly invoice auditing against available departmental allocations.

FISCAL IMPACT

This administrative amendment does not authorize a new appropriation or change net General Fund balances. The removal of the maximum aggregate cap shifts fiscal tracking from a static total limit to a flexible operational system. All processed expenditures for legal services incurred will continue to be paid directly out of approved departmental lines, specifically: ***City Manager*** *Account No. 1001-510-000-4261,* ***Successor Agency/CRA*** *Account No. 1201-510-000-4261,* ***Housing Successor*** *Account No. 1205-510-000-4261****,*** ***Solid Waste*** *Account No. 5100-510-000-4261,* ***City Attorney*** *Account No. 1001-420-000-4261,* ***Human Resources*** *Account No. 1001-560-000-4261, and* ***City Controller*** *Account No. 1001-650-000-4261*, subject strictly to available fiscal year funding.

RECOMMENDATION

Staff recommend that the City Council adopt the attached Resolution amending Resolution No. 26,451 to remove the maximum expenditure ceiling for authorized legal services retainer agreements for Fiscal Year 2026-2027.

Respectfully submitted,

JERRY GROOMES
INTERIM CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING RESOLUTION NO. 26,451 TO REMOVE THE MAXIMUM EXPENDITURE CEILING FOR LEGAL SERVICES RETAINER AGREEMENTS FOR FISCAL YEAR 2026-2027 TO ENSURE UNINTERRUPTED MUNICIPAL REPRESENTATION AND LIABILITY PROTECTION

WHEREAS, on October 16, 2024, the City Council of the City of Compton ("City") adopted Resolution No. 26,135, approving legal services retainer agreements with various law firms providing services to the City; and

WHEREAS, on June 23, 2026, the City Council adopted Resolution No. 26,451, exercising the first of two one-year options to extend certain legal retainer agreements for Fiscal Year 2026-2027; and

WHEREAS, Resolution No. 26,451 established a combined expenditure cap under Section 3 totaling $1,015,000.00 distributed across the City Attorney, Human Resources, and Controller budgets; and

WHEREAS, fixing a rigid monetary cap on necessary legal services creates substantial operational risk, potential gaps in municipal legal defense, and exposure to active liabilities; and

WHEREAS, the City Council now desires to amend Resolution No. 26,451 to explicitly remove the maximum expenditure limit for these authorized legal retainer agreements, allowing expenditures to be dictated by actual litigation demands and operational necessity, subject to available departmental fiscal appropriations.

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

SECTION 1. The recitals set forth above are true and correct and are incorporated herein by this reference.

SECTION 2. Section 2 of Resolution No. 26,451 remains in full force and effect, authorizing the continuation of legal services retainer agreements for Fiscal Year 2026-2027 with the approved firms on an as-needed basis.

SECTION 3. Section 3 of Resolution No. 26,451 is hereby amended and restated in its entirety to read as follows:

> *"Legal services performed pursuant to the above-referenced legal services retainer agreements shall be paid from approved General Fund and departmental expenditure lines, including but not limited to* ***City Manager*** *Account No. 1001-510-000-4261,* ***Successor Agency/CRA*** *Account No. 1201-510-000-4261,* ***Housing Successor*** *Account No. 1205-510-000-4261****, Solid Waste*** *Account No. 5100-510-000-4261,* ***City Attorney*** *Account No. 1001-420-000-4261,* ***Human Resources*** *Account No. 1001-560-000-4261, and* ***City Controller*** *Account No. 1001-650-000-4261. All previously established maximum expenditure ceilings, budgetary caps, or restrictive aggregate limits for these designated legal services are hereby removed to ensure uninterrupted, continuous municipal representation, subject to available annual fiscal appropriations."*

SECTION 4. Section 4 of Resolution No. 26,451 remains in full force and effect, dictating that hourly rates shall not exceed $440.00 per hour for all legal services retainer agreements authorized by this Resolution.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 10th day of November, 2026.

_____
EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the 10th day of November, 2026.

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

AYES: COUNCIL MEMBERS -
NOES: COUNCIL MEMBERS -
ABSTAIN: COUNCIL MEMBERS -
ABSENT: COUNCIL MEMBERS –

_____
SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. 26,451

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING RESOLUTION NO. 26,135 TO EXERCISE THE FIRST OF TWO ONE-YEAR OPTIONS TO EXTEND CERTAIN LEGAL SERVICES RETAINER AGREEMENTS FOR FISCAL YEAR 2026-2027 WITH THE OPTION OF ONE REMAINING ONE (1) YEAR EXTENSION; APPROVE AMENDED COMPENSATION TERMS FOR CERTAIN FIRMS

WHEREAS, on October 15, 2024, the City Council of the City of Compton ("City") adopted Resolution No. 26,135 approving legal services retainer agreements with certain law firms providing services to the City; and

WHEREAS, Resolution No. 26,135 approved an initial two-year term for such legal services retainer agreements, together with two additional one-year options to extend the term upon the City's exercise of either option; and

WHEREAS, the City now desires to exercise the first one-year option to extend the term of the applicable legal services retainer agreements for Fiscal Year 2026-2027, leaving one remaining, one-year option to extend; and

WHEREAS, the City further desires to update the fee schedules for Richards, Watson & Gershon, Atkinson, Andelson, Loya, Ruud & Romo, P.C., and Harrington, Foxx, Dubrow & Center, LLP attached hereto, subject to the provisions set by Resolution No. 26,135; and

WHEREAS, the City finds that continuing such legal services on an as-needed basis is in the best interests of the City.

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

Section 1. The City Council finds the above recitals are true and correct and are incorporated herein by this reference.

Section 2. Resolution No. 26,135 is hereby amended to authorize the continuation of legal services retainer agreements for Fiscal Year 2026-2027, pursuant to the City's exercise of the first of the two original one-year options to extend, with the following law firms on an as-needed basis: Richards, Watson & Gershon; Liebert Cassidy Whitmore; Sanders Roberts LLP; Harrington, Foxx, Dubrow & Canter, LLP; Enso Law, LLP; Olivarez Madruga Law Organization LLP; Atkinson, Andelson, Loya, Ruud & Romo, P.C.; Alvarez-Glasman & Colvin Attorneys at Law; and Aleshire & Wynder LLP. No other firms listed in Resolution No. 26,135 shall receive an extension at this time.

Section 3. Legal services performed pursuant to the above-referenced legal services retainer agreements shall be paid from proposed Fiscal Year 2026-2027 Account Nos.: City Attorney 1001-420-4261 $525,000, HR 1001-560-4261 $400,000 and Controller 1001-650-4261 $90,000, totaling $1,015,000.

Section 4. The hourly rates shall not exceed $440.00 per hour for all legal services retainer agreements authorized by this Resolution.

Section 5. A copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, and City Clerk.

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

ADOPTED this 23rd day of JUNE, 2026.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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 the 23rd day of JUNE, 2026.

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

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

November 10, 2026

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: INTERIM CITY MANAGER

SUBJECT: ADOPTION OF THE ANNUAL APPROPRIATION (GANN) LIMIT FOR FISCAL YEAR 2026-2027

SUMMARY

This administrative action establishes the annual legal expenditure cap for tax proceeds for Fiscal Year 2026-2027. Article XIIIB of the California State Constitution requires all municipalities to establish this maximum appropriation limit each year. Based on growth parameters from the California Department of Finance and HDL Coren & Cone, the proposed Gann Limit for the City of Compton is $158,643,360. Total estimated tax revenues subject to this limit equal $130,197,943. This leaves a compliance safety margin of $28,445,417, confirming the City remains below its constitutional spending ceiling.

BACKGROUND

Article XIIIB of the California State Constitution, approved by voters via Proposition 4 in November 1979, restricts the total amount of tax proceeds that government agencies can appropriate each fiscal year. This spending cap is known as the Gann Limit. Article XIIIB was amended by Proposition 111 in June 1990 to allow local governments choices in calculation methodologies.

The annual limit is adjusted using growth criteria provided by the State of California Department of Finance. These metrics track changes in California Per Capita Personal Income, shifts in local non-residential assessed valuations due to new construction, and the annual population variance of the City or the County of Los Angeles.

STATEMENT OF THE ISSUE

To maintain compliance with state law, the City must adopt its appropriation limit by resolution each fiscal year. Failure to establish this limit puts the City out of compliance with Article XIIIB of the California Constitution and can result in negative audit findings.

Staff calculated the limit using the percentage change in Compton non-residential new construction valuation (Factor 1) and the higher population growth rate between the City and Los Angeles County (Factor 2). The issue before the City Council is the formal adoption of the calculation results to secure the City's legal spending framework for the current fiscal period.

FISCAL IMPACT

There is no impact to the City's total spending capacity. The adoption of this resolution sets the legal appropriation ceiling required by state law. It does not alter approved budget expenditure lines or request additional fund resource allocations.

RECOMMENDATION

Staff recommend that the City Council adopt the attached Resolution establishing the annual appropriation limit for the City of Compton for Fiscal Year 2026-2027.

JERRY GROOMES
INTERIM CITY MANAGER

ATTACHMENTS

1. Appropriations Limit Calculation
2. Proposed Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE ANNUAL APPROPRIATION (GANN) LIMIT FOR THE FISCAL YEAR 2026-2027

WHEREAS, the City of Compton is required to establish the maximum annual Appropriation (GANN) Limit every fiscal year to be compliant with the Appropriation Limit law pursuant to Article XIII B of the California Constitution; and

WHEREAS, in November of 1979, California voters approved Proposition 4 (Prop-4) commonly known as the GANN Initiative; and

WHEREAS, Prop 4 created Article XIII B of the State of California Constitution which placed limits on the amount of Tax Revenue Proceeds appropriated each fiscal year Restricted revenues noted in Article XIII B are those referred to as 'Proceeds of Taxes;' The City may not appropriate money over and above the GANN Appropriation Limit; and

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

a. Factor 1- the calculation includes the percentage (%) change in City of Compton Non-Residential New Construction percentage (%) change in the California Per Capita Income. The greater percentage (%) change is used. The HdL Companies provided the Assessed Valuation information to the City of Compton based on the analysis of Proposition 111. The (%) change in California Per Capita Income was provided by the State Department of Finance.

b. Factor 2 - the calculation includes the percentage (%) change in population in the City of Compton, or the percentage (%) change in Los Angeles County's population. The greater percentage was used. This population information was gleaned from the California Department of Finance's Price Factor and Population Information - May 2025 publication.

c. Total Adjustment Factor= Factor 1 x Factor 2

d. Current Year's Appropriation Limit= Total Adjustment Factor (x) Previous Year's Appropriation Limit

WHEREAS, in accordance with the California Constitution Art XIII B §1.5, it is needed for the annual financial audit, and failure to provide this information during the annual audit may subject the City to an audit finding; and

WHEREAS, staff has prepared the City of Compton's Appropriation (GANN) Limit for Fiscal Year 2026-2027 using the Non-Residential New Cost Report provided by HDL Coren & Cone and the California Department of Finance's Price Factor and Population Information - May 2026 publication as information sources; and

WHEREAS, the City's Appropriation (GANN) Limit for Fiscal Year 2026-2027 has been calculated at One Hundred Fifty-Eight Million Six Hundred Forty-Three Thousand Three Hundred Sixty Dollars ($158,643,360).

WHEREAS, the ‘Proceeds-of Taxes’ amounted to One Hundred-Thirty Million One Hundred Ninety-Seven Nine Hundred Forty-Three Dollars ($130,197,943); and

WHEREAS, alternatively, the City will not be compliant with the Appropriation Limit law governed under the California Constitution if the GANN Appropriation Limit is not computed and monitored to ensure that the City is within the required limit; and

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

SECTION 1. That the City's Appropriation (GANN) Limit for the City of Compton shall be One Hundred Fifty-Eight Million Six Hundred Forty-Three Thousand Three Hundred Sixty Dollars ($158,643,360).

SECTION 2. The 'Proceeds-of Taxes' amounted to One Hundred-Thirty Million One Hundred Ninety-Seven Nine Hundred Forty-Three Dollars ($130,197,943). Therefore, the City of Compton is under its' Maximum Appropriation Limit by Twenty-Eight Million Four Hundred Forty-Five Thousand Four Hundred and Seventeen Dollars ($28,445,417).

SECTION 3. That the City of Compton's Appropriation Limit for Fiscal Year 2026-2027 exceeds the 'Proceeds-of Taxes' for the Fiscal Year Budget and is compliant with Article XIII B of the California Constitution and Proposition III and therefore, the city is under its Appropriation Limit.

SECTION 4. That the growth factor used in calculating the Appropriation (GANN) Limit are as follows:

- Fiscal Year 2026-2027 – Percentage Change in Compton's Assessed Valuation Due to New Non-Residential Construction and Percentage Change in Compton's Population

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

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

ADOPTED this 10th day of November, 2026.

_____
EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the 10th day of November, 2026.

That said Resolution was adopted by the following vote:

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

_____
SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

City of Compton
2026 - 2027 Appropriations Limit Calculation

		Amount
2025 - 2026	Appropration Limit (Resolution 26,301)	$ 151,550,783
2026 - 2027	County population	0.9974
2026 - 2027	Increase in per capita income	1.0495
2026 - 2027	Appropration Limit	$ 158,643,360

2026 - 2027 Projected Tax Revenues

Description	Amount
Property Taxes	$ 60,085,192
Sales & Use Tax	$ 36,774,030
Utility Users Tax	$ 21,648,307
Business License Tax	$ 2,788,082
Interest Earnings	$ 8,902,332

2026 - 2027	Appropriations Subject to Limitation	$ 130,197,943
2026 - 2027	Margin	$ 28,445,417

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

May 1, 2026

Dear Fiscal Officer:

Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2026, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2026–27. Attachment A provides the change in California's per capita personal income and an example for utilizing the factors to calculate the 2026–27 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2026**. Please note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s Erika Li
Attachment

May 2026
Attachment A

A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2026–27 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2026-27	4.95

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2026–27 appropriation limit.

2026–27:

Per Capita Cost of Living Change = 4.95 percent
Population Change = -0.14 percent

Per Capita Cost of Living converted to a ratio: $\frac{4.95 + 100}{100} = 1.0495$

Population converted to a ratio: $\frac{-0.14 + 100}{100} = 0.9986$

Calculation of factor for FY 2026–27: $1.0495 \times 0.9986 = 1.0480$

California Department of Finance
Demographic Research Unit

Population Data for Price and Population Letter
Population and Excluded Population for January 1, 2025 and January 1, 2026

Released: May 1, 2026

Table of Contents (links to internal worksheets)

Example Page with Price Factor
Population Data by Jurisdiction
Population Data by County

For more information about the population estimates:

https://dof.ca.gov/forecasting/demographics/estimates-e1/

Data Prepared by:

Demographic Research Unit
California Department of Finance
email: ficalpop@dof.ca.gov
phone: (916) 323-4086

About the Data

May 2026
Attachment A

A. Price Factor. Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2026-27 appropriation limit is:

Per Capita Personal Income

Fiscal Year	Percentage Change (FY) over prior year
2026-27	4.95

B. Appropriation Limit Calculation Example. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2026-27 appropriation limit.

2026-27:

Per Capita Cost of Living Change = 4.95 percent
Population Change = -0.14 percent

Per Capita Cost of Living converted to a ratio: (4.95 + 100) ÷ 100 = 1.0495

Population converted to a ratio: (-0.14 + 100) ÷ 100 = 0.9986

Calculation of factor for FY 2026-27: 1.0495 x 0.9986 = 1.0480

About the Data

FISCAL YEAR 2026-27
Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2025 to January 1, 2026, and Total Population January 1, 2026

City	County	Percent Change 25-26
Incorporated	Lassen	-1.15
County Total	Lassen	-1.13
Agoura Hills	Los Angeles	-0.59
Alhambra	Los Angeles	-0.22
Arcadia	Los Angeles	1.36
Artesia	Los Angeles	-0.29
Avalon	Los Angeles	-0.40
Azusa	Los Angeles	-0.24
Baldwin Park	Los Angeles	-0.10
Bell	Los Angeles	-0.36
Bellflower	Los Angeles	-0.32
Bell Gardens	Los Angeles	-0.50
Beverly Hills	Los Angeles	-0.29
Bradbury	Los Angeles	-0.44
Burbank	Los Angeles	0.49
Calabasas	Los Angeles	-0.52
Carson	Los Angeles	-0.45
Cerritos	Los Angeles	-0.58
Claremont	Los Angeles	-0.29
Commerce	Los Angeles	-0.31
Compton	**Los Angeles**	**-0.26**
Covina	Los Angeles	-0.29
Cudahy	Los Angeles	0.01
Culver City	Los Angeles	0.22
Diamond Bar	Los Angeles	-0.48
Downey	Los Angeles	-0.14
Duarte	Los Angeles	5.09
El Monte	Los Angeles	-0.11
El Segundo	Los Angeles	-0.29
Gardena	Los Angeles	0.90
Glendale	Los Angeles	-0.27
Glendora	Los Angeles	-0.13
Hawaiian Gardens	Los Angeles	-0.26
Hawthorne	Los Angeles	-0.41
Hermosa Beach	Los Angeles	-0.28
Hidden Hills	Los Angeles	-0.17
Huntington Park	Los Angeles	-0.42
Industry	Los Angeles	0.00
Inglewood	Los Angeles	-0.62
Irwindale	Los Angeles	-0.60
La Cañada Flintridge	Los Angeles	-0.38
La Habra Heights	Los Angeles	-0.65
Lakewood	Los Angeles	-0.16
La Mirada	Los Angeles	-0.49
Lancaster	Los Angeles	0.64
La Puente	Los Angeles	-0.40
La Verne	Los Angeles	-0.28
Lawndale	Los Angeles	0.19
Lomita	Los Angeles	-0.29
Long Beach	Los Angeles	-0.17